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 comprise a prospectus relating to Develop North 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 the Registration Document, will not be updated. A future prospectus for any issuance of additional 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 as competent authority under the UK Prospectus Regulation. 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.

The Company and each of the Directors, whose names appear on page 21 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.

The Investment Adviser accepts responsibility for the information and opinions contained in the Investment Adviser Sections. To the best of the knowledge of the Investment Adviser, the information contained in the Investment Adviser Sections, for which it is responsible, is in accordance with the facts and such parts of the Registration Document make no omission likely to affect their import. The Investment Adviser Sections have been included in this Registration Document with the consent of the Investment Adviser, who has authorised the contents of the Investment Adviser sections for the purpose of this Registration Document.

Prospective investors should read this Registration Document, together with the Securities Note and the Summary and, in particular, the section headed "Risk Factors" on pages 5 to 18 of this Registration Document and the section headed "Risk Factors" in the Securities Note when considering an investment in the Company.

DEVELOP NORTH PLC

(Incorporated in England and Wales with registered number 10395804 and registered as an investment company under section 833 of the Companies Act)

REGISTRATION DOCUMENT

Investment Adviser

TIER ONE CAPITAL LTD

Sole Sponsor and Corporate Broker

CAVENDISH CAPITAL MARKETS LIMITED

Cavendish Capital Markets Limited ("**Cavendish**"), which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively as sole sponsor and corporate broker for the Company and for no one else in relation to the Admission of any Shares pursuant to the Initial Issue and the Share Issuance Programme and the other arrangements referred to in this Registration Document. Cavendish will not regard any other person (whether or not a recipient of this Registration Document) as its client in relation to the Admission of any Shares pursuant to the Initial Issue, the Share Issuance Programme and the other arrangements referred to in this Registration Document and will not be responsible to anyone other than the Company for providing the protections afforded

to its clients or for providing any advice in relation to the Admission of any Shares pursuant to the Initial Issue, the Share Issuance Programme, the contents of the Prospectus, or any transaction or arrangement referred to in this Prospectus.

Cavendish has been appointed as the Retail Offer coordinator. Cavendish, which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively for the Company and no one else in connection with the Retail Offer and will not regard any other person (whether or not a recipient of this document) as a client in relation to the Retail Offer and will not be responsible to anyone other than the Company for providing the protections afforded to its clients nor for giving advice in relation to the Retail Offer or any transaction or arrangement referred to in the Prospectus. Apart from the responsibilities and liabilities, if any, which may be imposed on Cavendish 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 Cavendish nor any person affiliated with it makes any representation or warranty express or implied in relation to, nor accepts any responsibility whatsoever for, the contents of this 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 Shares, the Admission of any Shares pursuant to the Initial Issue or the Share Issuance Programme. Cavendish (and its respective Affiliates, directors, officers and employees) accordingly, to the fullest extent permissible by law, disclaims all and any responsibility or liability (save for any statutory liability) whether arising in tort, contract or otherwise which it might otherwise have in respect of the contents of the Prospectus or any such statement. The 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 or 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 Shares in the United States. Outside the United States, the 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 Shares pursuant to the Initial Issue and/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 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, Cavendish, the Investment Adviser 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, and 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.developnorth.co.uk) 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 Investment Adviser's website or the website of any of the Asset Managers (or any other website) nor the content of any

website accessible from hyperlinks on the Company's, the Investment Adviser's, the Asset Managers' website (or any other website) is incorporated into, or forms part of this Registration Document, or has been approved by the FCA.

Dated: 16 January 2026

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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.

If any of the risks referred to in this Prospectus were to occur this could have a material adverse effect on the Company's business, financial position, results of operations, business prospects and returns to Shareholders. If that were to occur, the trading price of the Shares and/or the Net Asset Value and/or the level of dividends or distributions (if any) received from the Shares could decline significantly and investors could lose all or part of their investment.

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 and the value of the Shares. Investors should review this Registration Document, as well as the information contained in the Securities Note or any Future Securities Note (including the section entitled "Risk Factors" therein), 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.

RISKS RELATING TO THE COMPANY AND ITS INVESTMENT STRATEGY

General

The Company may not meet its investment objective

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 targeted returns and dividend yields are based on estimates and assumptions (including Shareholder approval of the Investment Policy Resolution in the case of the targets under the Proposed Investment Objective and Investment Policy) that are inherently subject to significant uncertainties and contingencies, and the actual rate of return or dividend yield may be materially lower than the targeted return or dividend yield.

The Company's targeted returns and dividend yields set out in this Registration Document are targets only and are based on estimates and assumptions about a variety of factors including, without limitation, the Company raising money pursuant to future fundraises (which is not guaranteed), yield and performance of the Company's investments, including investments projected to be made, which are inherently subject to significant business, economic 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 and dividend yields.

The Company may not be able to implement its Existing Investment Objective and Investment Policy or, should it be approved by Shareholders at the General Meeting, the Proposed Investment Objective and Investment Policy, in a manner that generates returns in line with the targets. Furthermore, the targeted returns and dividend yields are based on market conditions and the economic environment at the time of assessing the targeted returns and dividend yields and is therefore subject to change. In particular, the targeted returns and dividend yields assume no material changes occur in government regulations or other policies, or in law and taxation, and that the Company is not affected by natural disasters, terrorism, social unrest or civil disturbances or the occurrence of risks described elsewhere in the Prospectus. There is no guarantee that actual (or any) returns and dividend yields can be achieved at or near the levels set out in this Registration Document. Accordingly, the actual rate of returns and dividend yields achieved may be materially

lower than the targeted returns and dividend yields, 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 Ordinary Shares and/or C Shares.

Shareholders may not approve the Proposed Investment Objective and Investment Policy

As the Proposed Investment Objective and Investment Policy is subject to Shareholder approval at the General Meeting, there is a risk that the Proposed Investment Objective and Investment Policy is not approved. Should Shareholders not approve the Proposed Investment Objective and Investment Policy, the Company will continue to operate under its Existing Investment Objective and Investment Policy and no assurance can be given that future alternative proposals will be approved by Shareholders. In addition, should the Proposed Investment Objective and Investment Policy not be approved, it is unlikely that the Company will be able to achieve the targeted returns and dividend yields projected, which are based on the Company being able to deploy capital across the real estate lending, commercial property and residential property strategies. The Initial Issue and Share Issuance Programme are conditional upon approval of the Proposed Investment Objective and Investment Policy. Accordingly, should Shareholders not approve the Proposed Investment Objective and Investment Policy, the Company will have incurred costs that will not be borne by new investors. This will impact the Company's profitability and have an adverse affect on the Company's current operations and returns.

Investor returns will be dependent upon the performance of the Portfolio

Investors contemplating an investment in the Shares should recognise that their market value can fluctuate and may not always correspond to the underlying Net Asset Value per Share. The returns achieved will depend on the performance of the Portfolio. No assurance is given, express or implied, that Shareholders will receive back the amount of their investment in the Ordinary Shares and/or the C Shares (as applicable).

Investor returns will be dependent upon the Company successfully pursuing the Existing Investment Objective and Investment Policy and, if approved by Shareholders at the General Meeting, the Proposed Investment Objective and Investment Policy. The success of the Company will depend on the Investment Adviser's ability to identify, agree terms, acquire and realise investments in accordance with the Existing Investment Objective and Investment Policy and, if approved by Shareholders, the Proposed Investment Objective and Investment Policy and the future performance of the Portfolio. This, in turn, will depend on the ability of the Investment Adviser to apply its investment processes in a way which is capable of identifying suitable loans for the Company to make. There can be no assurance that the Investment Adviser will be able to do so or that the Company will be able to invest its assets on attractive terms or generate any investment returns for Shareholders or indeed avoid investment losses.

The ability to invest the assets of the Company in appropriate investments may be constrained by lack of capacity in targeted investments, or in the market generally, (in the case of the real estate lending strategy) the change in lending rates in the market generally and, if the Revolving Credit Facility is not refinanced when it matures on or before 27 August 2026 and the Company does not find an alternative source of financing in the short to medium term, the use of income and capital receipts from the Portfolio being used to repay the Revolving Credit Facility. If the Revolving Credit Facility is not refinanced when it matures on or before 27 August 2026 and the Company does not find an alternative source of financing in the short to medium term, the Company may have less flexibility to arrange or make new investments in advance of realising existing investments which may reduce the performance of the Portfolio. The growth of interest in, and demand for, commercial real estate, residential real estate and/or investment in loans secured predominantly against land and property in the UK may result in greater competition in the market and may reduce the opportunities available to the Investment Adviser to invest the Company's assets. A reduction of the opportunities available to the Investment Adviser to invest the Company's assets may impair the ability of the Company to invest its assets on attractive terms or generate any investment returns for Shareholders or indeed avoid investment losses.

Availability of appropriate investments

There is no guarantee that the Company will be able to make appropriate investments on acceptable terms, or at all. In particular, there is no guarantee that the potential Pipeline

investments identified at paragraph 4 of Part 3 of this Registration Document will be made, or if they are, upon what terms.

In addition, the Company may become subject to competition in sourcing and making investments. Some of the Company's competitors may have greater financial, technical and marketing resources or a lower cost of capital and the Company may not be able to compete successfully for investments. Competition for investments may lead to the available interest coupon on investments decreasing, which may further limit the Company's ability to generate its desired returns. Further, certain counterparties may be reluctant to secure funding from (or provide information to) companies with public disclosure obligations such as those to which the Company is subject.

If the Investment Adviser is not able to source a sufficient number of suitable investments within a reasonable time frame whether by reason of lack of demand, competition or otherwise, a greater proportion of the Company's assets will be held in cash for longer than anticipated and the Company's ability to achieve its investment objective will be adversely affected.

It may take time to fully invest the net proceeds of the Initial Issue and/or the Share Issuance Programme

The Company cannot predict accurately how long it will take to deploy capital or at all. Timing will depend, among other things, on the availability of suitable investment opportunities, negotiations with borrowers or property vendors (as the case may be) and investment structuring considerations. In addition, the opportunity to make a sufficient number of investments so as to implement the Company's investment objective is based upon, among other assumptions, the number and size of future investment opportunities being consistent with the Investment Adviser's recent historical experience. Until such time as the net proceeds of the Initial Issue and/or the Share Issuance Programme are fully invested, they will be held in cash or cash equivalents that will have materially lower returns than the target dividend yield and total return of the Company.

Co-investment risk

The Company may invest in co-investment opportunities alongside third parties. Such co-investments may lead to the Company acquiring a minority interest in the opportunity, which may impact the Company's ability to influence or control key decisions regarding the investment, including strategy, operations or divestments (in particular the timing of divestments and therefore the availability of liquidity to the Company). As a minority interest holder, the Company may be required to rely on the majority holder's diligence and/or valuation processes, which may not be as thorough or cover the same elements as the diligence processes of the Investment Adviser, the Asset Managers or the Company's chosen valuer, which could have a corresponding impact on the Company's financial position, NAV or the market price of the Ordinary Shares and/or C Shares.

Adverse global economic events or prolonged economic uncertainties or downturns could materially adversely affect the Company's business, operating results and financial condition

As has been seen in the past year and may occur again in the future, economic conditions can suddenly and rapidly destabilise in response to any number of macro events, including natural disasters, geopolitical instability or sovereign defaults. This has most recently been the case following Russia's invasion of Ukraine, conflict in the Middle East and the uncertainty surrounding trade tariffs which were imposed by the US on Canada, Mexico, China and other countries in 2025. Such global events are outside the Company's control and could have an impact on the portfolio and the ability to make future investments, for example resulting from periods of increased interest rates and inflation and the availability of debt or equity financing on terms favourable to the Company, and in turn, its business, results of operations, financial condition and/or prospects.

The Company's ability to raise future financing for the funding of its operations or refinancing of existing indebtedness in the longer term may be restricted, which could also have an adverse effect on the Company's business and its ability to react to changing economic and business conditions.

Counterparty credit risk

Although the Company will generally only hold its uninvested cash (excluding operational cash) with banks or other counterparties having a single-A (or equivalent) or higher credit rating as determined by an internationally recognised rating agency, or in one or more similarly-rated money market or

short-dated debt funds, a default by the bank or losses on the money market or short-dated debt fund would adversely affect the Company.

Real estate

The property market

As part of the Company's assets will be invested in commercial and residential property, should Shareholders approve the Proposed Investment Objective and Investment Policy, the Company's performance will be subject to, among other things, the conditions of the property market in the UK and specifically the property market in the North East, which will affect both the value of any assets that the Company acquires and the income these assets produce.

The value of assets and the income produced will be impacted by the general macro-economic climate and the conditions of the real estate property market in the UK and in the North East. Declines in the performance of the economy or the property market could have a negative impact on the Company's financial condition, business, prospects and results of operations.

In addition to the impact from the general economic climate, the property markets and prevailing rental rates in the UK may also be affected by factors such as an excess supply of properties, a fall in the general demand for rental property, reduction in tenants' and potential tenants' space requirements, the availability of credit and changes in laws and governmental regulations (both domestic and international), including real estate usage, zoning and taxes, all of which are outside the Company's control.

These factors, including any property market recession or future deterioration in the property market could *inter alia*: (i) make it harder for the Company to locate new tenants for its properties, (ii) lead to a lack of finance available to the Company; (iii) cause the Company to realise its investments at lower valuations than commercially desirable; and (iv) delay the timings of the Company's realisations. A decline in the value of the Company's properties may also weaken the Company's ability to obtain financing for new investments. Any of the foregoing could have a material adverse effect on the ability of the Company to achieve its investment objective, on the NAV and on the market price of the Ordinary Shares and/or C Shares.

Investment concentration in the North East

The Company is specifically targeting investment opportunities in the North East. The Company has identified an opportunity to target a traditionally under-invested market at a time when political devolution and increased inward investment are presenting opportunities for long term growth in the region. However, there may be risks associated with concentrating investments in a specific geographical area. These include exposure to changes in political control or the implementation of the devolution agenda, as well as acknowledging the drag factors associated with historic deindustrialisation from traditional industries in the North East of shipbuilding, coal mining and steel making over the last 50 years. These factors have contributed to underinvestment, lower GDP per capita and variations in employment rates, average earnings and property prices compared to national averages. In addition, the North East may face additional challenges, including but not limited to fluctuations in local property markets, changes in regional infrastructure projects and sector specific shocks. The Company's targeted returns may be materially affected where investment in the North East does not deliver the returns anticipated by the Investment Adviser. 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 market price of the Ordinary Shares and/or C Shares.

It may prove difficult to attract new tenants for the Company's properties

Under the Proposed Investment Objective and Investment Policy, the Company may experience difficulty in attracting new tenants on suitable terms or at all. The Company may need to incur additional costs and expenses, including the granting of rent free periods, legal and surveying costs, maintenance costs, insurance costs, rates and marketing costs as a result of properties being without tenants and in order to attract tenants.

The assumptions made by a valuer regarding the length of void periods may underestimate the actual void periods suffered by the Company. If vacancies continue for longer periods of time the Company may suffer reduced revenues resulting in less income being available for re-investment or

distribution to Shareholders. In addition, the market value of a property could be diminished because the value of the property will depend principally upon the value of the leases of such property.

Tenant default

Under the Proposed Investment Objective and Investment Policy, dividends payable by the Company will, in part, be dependent on the income from the properties it owns. While the Company's dividend yield target under the Proposed Investment Objective and Investment Policy is expected to be underpinned by secure and long-term lease agreements (alongside income from real estate loans), as with any real estate transaction there can be no guarantee that tenants comply with their rental obligations. Failure by tenants to comply with their rental obligations could affect the ability of the Company to pay dividends to Shareholders, lead to protracted efforts to recover rents that may not be successful, lead to efforts to evict tenants that may not be successful and may require the Company to find new tenants on a potentially lower rent. Any of these events could have a material adverse effect on the ability of the Company to achieve its investment objective, on the NAV and on the market price of the Ordinary Shares and/or C Shares.

The Company's properties may suffer physical damage resulting in losses (including loss of rent) which may not be fully compensated by insurance or at all

The Company's property assets, under the Proposed Investment Objective and Investment Policy, may suffer physical damage resulting in losses (including loss of rent) which may not be compensated for by insurance, either fully or at all. In addition, there are certain types of losses, generally of a catastrophic nature, that may be uninsurable or are not economically insurable. Inflation, changes in building codes and ordinances, environmental considerations and other factors might also result in insurance proceeds being insufficient to repair or replace a property. Should an uninsured loss or a loss in excess of insured limits occur, the Company may lose capital invested in the affected property as well as anticipated future revenue from that property. In addition, the Company could be liable to repair damage caused by uninsured risks or pay for uninsured environmental clean-up costs. The Company might also remain liable for any debt or other financial obligations related to that property. Any material uninsured losses may have a material adverse effect on the Company's business prospects, results of operations and financial condition and could have a material adverse effect on the ability of the Company to achieve its investment objective, on the NAV and on the market price of the Ordinary Shares and/or C Shares.

Inability to physically inspect properties may affect valuations

Under the Proposed Investment Objective and Investment Policy, the Company will rely on property inspections to assess the condition and compliance of properties both prior to acquisition and following acquisition. These inspections may be limited in scope, or not possible at all, due to (amongst other things) access restrictions or time constraints. Such limitations may manifest particularly in residential real estate for supported housing providers.

As a result, there is a risk that material defects, safety issues or lease non-compliance may not be identified and, as a result, the valuation of such properties may be based on assumptions, meaning that the actual value of these properties may be materially different to that ascribed to them in a valuation as a result of factors such as: (i) requiring significant capital expenditure to bring the property back to the required standard, (ii) the property achieving a lower rental yield due to the quality (and therefore the value) of the property being diminished, (iii) the property entering a void period while it is brought back up to the required standard and (iv) reputational risks connected with housing of lower quality. Lack of physical inspections and a corresponding valuation discrepancy may therefore lead to there being a material adverse effect on the Company's business prospects, results of operations and financial condition and could have a material adverse effect on the ability of the Company to achieve its investment objective, on the NAV and on the market price of the Ordinary Shares and/or C Shares.

Property valuation is inherently subjective

Valuations of property and property-related assets are inherently subjective due to the individual nature of each property. As a result, valuations are subject to uncertainty and, in determining market value, valuers are required to make certain assumptions and such assumptions may prove to be

inaccurate. This is particularly so in periods of volatility or when there is limited real estate transactional data against which property valuations can be benchmarked. There can also be no assurance that these valuations will be reflected in the actual transaction prices, even where any such transactions occur shortly after the relevant valuation date, or that the estimated yield and annual rental income will prove to be attainable. If the market value of real estate assets underlying the Company's investments is found to be materially lower than that stated at the time of the Company's investment, this may adversely impact the Company's ability to recover the value of its investments. This may materially and negatively impact the value of the Portfolio and, consequently, the Ordinary Shares and/or the C Shares.

Real estate lending

Borrowers under the loans in which the Company invests may not fulfil their payment obligations in full, or at all, and/or may cause, or fail to rectify, other events of default under the loans

There are a variety of factors which could adversely affect the ability of counterparties to fulfil their payment obligations or which may cause other events of default. These include changes in financial and other market conditions, trading performance, interest rates, government regulations or other policies, the worldwide economic environment, changes in law and taxation, natural disasters, terrorism, social unrest and civil disturbances.

The Company may, in these circumstances, suffer from reduced income and therefore have a reduced ability to pay out dividends as well as be required to exercise any contractual rights of enforcement that it has against the borrower in order to attempt to recover its investment. As such, there is no guarantee that the Company will be able to recover all or any of its investment made in a borrower who has defaulted under its loan. This may have a material adverse effect on the Net Asset Value and, consequently, the value of the Ordinary Shares and/or the C Shares.

The loans the Company makes may be syndicated and, in certain limited circumstances, the Company may not be the majority lender under such loans

The Company may be vulnerable, in certain circumstances, to risks related to not being a majority lender in one or more loans and, therefore, may have a limited ability to protect its position in such investment or investments. This could materially adversely affect the Company's business, financial condition, results of operations and/or the market price of the Ordinary Shares and/or the C Shares.

Risks of real estate loan non-performance

Real estate loans made by the Company may, after funding, become non-performing for a wide variety of reasons, including non-payment of principal or interest, as well as covenant violations by the borrower in respect of the underlying loan documents. Such non-performing real estate loans may require a substantial amount of workout negotiations and/or restructuring, which may entail, among other things, substantial irrecoverable costs, a substantial reduction in the interest rate, a substantial write-down of the principal of such loan and/or a substantial change in the terms, conditions and covenants with respect to such defaulted loan. However, even if a restructuring were successfully accomplished, there is risk that, upon maturity of such real estate loan, replacement "take-out" financing will not be available.

It is possible that the Company may find it necessary or desirable to foreclose on collateral securing one or more real estate loans made by the Company. The foreclosure process can be lengthy and expensive, which could have a material negative effect on the Company's anticipated return on the foreclosed loan. By way of example, it would not be unusual for any costs of enforcement to be paid out in full before the repayment of interest and principal. This could substantially reduce the Company's anticipated return on the foreclosed loan.

Borrowers often resist foreclosure actions through various means, even when the grounds for their resistance may have no basis in fact, in an effort to prolong the foreclosure action. In some cases, foreclosure actions can take up to several years to conclude. At any time during the foreclosure proceedings, the borrower may file for protection under bankruptcy or other similar law, which would have the effect of staying the foreclosure action and further delaying the foreclosure process. Foreclosure litigation tends to create a negative public image of the collateral property and may disrupt ongoing leasing and management of the property. In addition, it is likely that any such

economic downturn could adversely affect the ability of the participants of such loans to repay principal and interest thereon and increase the incidence of default for such loans.

The level of defaults in the Portfolio and the losses suffered on such defaults may increase in the event of adverse financial or credit market conditions. The liquidity in defaulted loans may also be limited, and to the extent that defaulted loans are sold, it is highly unlikely that the proceeds from such sale will be equal to the amount of unpaid principal and interest thereon, which would adversely affect the value of the Portfolio and, consequently, the Ordinary Shares and/or the C Shares.

The Company's real estate loan investments are exposed to the performance of the underlying real estate market

The Company's investments will be secured primarily on UK residential and commercial real estate and land and are exposed to the performance of the underlying real estate market. Rental receipts from the subject properties will form one of the primary sources of interest payments by the borrower, impact the value of the property and ultimately determine the ability of the borrower to repay the loan at maturity either through "take-out" refinance or disposal.

General and local economic conditions and, in certain circumstances, the nature and financial condition of tenants occupying the underlying real estate will impact the ability of those tenants to continue to pay rent due under their leases and so will affect the borrower's ability to meet interest demands under the terms of the Company's loan.

Further, factors and risks will also influence the demand for a property, and therefore its value, such as energy and supply shortages, various uninsured and uninsurable risks, natural disasters, government regulations (such as rent control), changes in real property taxes, changes in interest rates and availability of mortgage funds which may render the sale or refinancing of properties difficult or impracticable, environmental liabilities, contingent liabilities on disposition of assets, terrorist attacks and war and other factors which are beyond the control of the Investment Adviser.

Adverse changes in any of these factors may have a negative impact on the value of collateral that supports loans and/or the ability of borrowers to fulfil their payment obligations.

Collateral property is a relatively illiquid asset

Investments in property are relatively illiquid and investors may be reluctant to purchase or sell property in the current market. The resulting lack of liquidity in real estate may, in the event of a borrower default and a foreclosure, inhibit the Company's ability to dispose of collateral property in a timely manner and any such disposal may be at a considerably lower price than prevailing indicative market prices.

Absence of prepayment protection or early repayment by a borrower may affect the value of the Portfolio

Senior loans generally have maturities ranging from one to five years and, wherever possible, the Investment Adviser will seek to negotiate prepayment income protection or structure exit fees to deter early prepayment. Given that loans may be repaid early, the actual maturity of senior loans may be shorter than their stated final maturity calculated solely on the basis of the stated life and repayment schedule. Generally voluntary prepayments are permitted and the timing of prepayments cannot be predicted with any accuracy. The degree to which borrowers prepay senior loans, whether as a contractual requirement or at their election, may be affected by general business conditions, market interest rates, the borrower's financial condition and competitive conditions among lenders. If the Company has not contractually agreed prepayment protection with a borrower, such prepayment may result in a loss of income until such time as the capital is reinvested and therefore lower returns on the Portfolio and the Ordinary Shares and/or the C Shares. Furthermore, if the Company has contractually agreed prepayment protection with a borrower, the Company may not be able to replace a prepaid loan before the end of the prepayment protection period and such prepayment may therefore result in a subsequent loss of income and therefore lower returns on the Portfolio and the Ordinary Shares and/or the C Shares.

Prepayments may be prompted by increasing availability of senior debt from the capital markets and increased price competition amongst lenders, or as a result of an increase in the value of the

secured properties making the subject properties a more financeable proposition to those lenders who are active at the relevant time.

The Company may invest in subordinated debt, which would rank behind senior debt tranches for repayment in the event that a borrower defaults

The Company may invest in junior debt. In circumstances where the Company's investment is a junior ranking one, it would be subordinated in right of payment and ranked junior to other obligations that are secured by the same asset or pool of assets. In the event of default by a borrower in relation to any such investment, the holders of the borrower's more senior obligations will have priority in terms of directing the enforcement of the underlying security and be entitled to payments in priority to the Company and the Company may not be repaid in full or at all, resulting in a capital loss.

Some investments may also have structural features that divert payments of interest and/or principal (temporarily or permanently) to more senior creditors secured by the same asset or pool of assets on the occurrence of certain events. This may lead to interruptions in the income stream that the Company expects to receive from its investment portfolio, which may lead to a reduction in the Company's income and dividend distributions to Shareholders.

The collateral and security arrangements under a loan in which the Company has invested may not have been properly created or perfected, or may be subject to other legal or regulatory restrictions

While the Company will invest in secured loans, the collateral and security arrangements in relation to such loans will be subject to such security or collateral having been correctly created and perfected and any applicable legal or regulatory requirements which may restrict the giving of collateral or security by a borrower under a loan, such as, for example, thin capitalisation, over-indebtedness, financial assistance and corporate benefit requirements. If the loans in which the Company invests do not benefit from the expected collateral or security arrangements this may affect the value of the investments made by the Company.

Availability of borrowings and the gearing effect of borrowing can work against as well as for Shareholders

The Company may use borrowing facilities in the future to pursue the Company's investment objective. It is not certain that such facilities will be available on acceptable terms or at all and/or if the Company will hedge its exposure to interest rate risk on acceptable terms or at all. Any amounts that are secured under a bank facility are likely to rank ahead of Shareholders' entitlements and accordingly should returns derived from the Company's investments not be sufficient to cover the costs and liabilities of such borrowings, on a liquidation of the Company, Shareholders may not recover their initial investment and in certain circumstances may lose their entire investment.

While the use of borrowings should enhance the Net Asset Value per Share where the value of the Company's investments is rising, it will have the opposite effect where the value of the Company's investments are falling. In addition, in the event that income from the Company's investments falls (for example as a result of defaults by borrowers) the use of borrowings will increase the impact of such falls on the net revenue of the Company and this in turn will have an adverse effect on the Company's ability to pay dividends. Furthermore, the cost of any borrowings or fees may increase or decrease due to market conditions, such as fluctuations in interest rates, which can further impact the Company's financial performance.

The due diligence process that the Investment Adviser undertakes in evaluating specific investment opportunities for the Company may not reveal all facts that may be relevant in connection with such investment opportunities and any corporate mismanagement, fraud or accounting irregularities may materially affect the integrity of the Investment Adviser's due diligence on investment opportunities

When conducting due diligence and making an assessment regarding an investment, the Investment Adviser will be required to rely on resources available to it, including internal sources of information as well as information provided by existing and potential borrowers, any equity sponsor(s), lenders and other independent sources. The due diligence process may at times be required to rely on

limited or incomplete information particularly with respect to newly established companies for which only limited information may be available.

In addition, the Investment Adviser will select investments for the Company in part on the basis of information and data relating to potential investments filed with various government regulators and information and data that is publicly available or made directly available to the Investment Adviser by such issuers or third parties. Although the Investment Adviser will seek to evaluate all such information and data and seek independent corroboration when it considers it appropriate and reasonably available, the Investment Adviser will not be in a position to confirm the completeness, genuineness or accuracy of all such information and data. The Investment Adviser is dependent upon the integrity of the management of the entities filing such information and of such third parties as well as the financial reporting process in general. In the event of corporate mismanagement, fraud and accounting irregularities on the part of borrowers and third parties, information and data which the Investment Adviser relies upon for the purposes of its investment analysis may be materially inaccurate which may result in material losses which will ultimately be borne by investors.

In addition, investment analyses and decisions by the Investment Adviser may be undertaken on an expedited basis in order to make it possible for the Company to take advantage of short-term investment opportunities. In such cases, the available information at the time of an investment decision may be limited, inaccurate and/or incomplete. Furthermore, the Investment Adviser may not have sufficient time to evaluate fully such information even if it is available.

Accordingly, due to a number of factors, the Company cannot guarantee that the due diligence investigation it carries out with respect to any investment opportunity will reveal or highlight all relevant facts that may be necessary or helpful in evaluating such investment opportunity. Any failure by the Company to identify relevant facts through the due diligence process may cause it to make inappropriate investment decisions, which may have a material adverse effect on the Company's business, financial condition, results of operations or the value of the Ordinary Shares and/or the C Shares.

The Company's estimated Net Asset Value may not reflect the fair market value of the Portfolio

Investments will be included in the Net Asset Value in accordance with the Company's valuation policy, as set out at paragraph 6 of Part 2 of this Registration Document. Although the Investment Adviser will monitor the investments on an ongoing basis and will review relevant information received (including periodic collateral and performance data) to determine if any impairment should be reported in the Net Asset Value, the Investment Adviser may not be in a position to confirm the completeness, genuineness or accuracy of all such information and data where it has been obtained from third parties.

As such it may take some time for the Investment Adviser to receive sufficient information to propose to the Board that it assigns impairment to the relevant asset. Further, the amortised cost value of the investments may not be representative of their fair value. The fair value of loans can be influenced by a revaluation of the relevant underlying property or credit events or market investment events which are not reflected in the amortised cost less impairment basis used in the Company's financial statements.

Consequently, the value at which investments in the Portfolio can be liquidated may differ, sometimes significantly, from any interim valuations arrived at by the Company. The fair value will not constitute a guarantee of value and may not necessarily reflect the prices at which such assets could be, or could have been, purchased or sold at any given time, which may be subject to significant volatility and uncertainty and depend on various factors beyond the control of the Company and the Investment Adviser. There can therefore be no guarantee that the Company's investments could ultimately be realised at the Company's valuation of such investments.

The Company may experience fluctuations in its operating results

The Company may experience fluctuations in its operating results from period to period due to a number of factors, including changes in the values of investments made by the Company changes in the amount of distributions, dividends or interest paid in respect of investments in the Portfolio, changes in the Company's operating expenses, variations in and the timing of the recognition of realised and unrealised gains or losses, the degree to which the Company encounters competition and general economic and market conditions. Such variability may lead to volatility in the market

price of the Ordinary Shares and/or the C Shares and cause the Company's results for a particular period not to be indicative of its performance in a future period.

In the event of a default under a loan, the value of the Company's investment in a loan may exceed the value of recovery possible under the collateral or security arrangements that support the loan. If a default were to occur in relation to a loan in which the Company has invested, and the Company exercises its rights to enforce the collateral or security arrangements that support the loan, the value of recoveries under those arrangements may be smaller than the value of the Company's investment in the loan (whether due to an adjustment in the valuation or due to external factors such as changes in the market for the assets to which the security or collateral relates, general economic conditions or otherwise). This may have a material adverse effect on the value of the Portfolio and, consequently, the Ordinary Shares and/or the C Shares.

The value of the investments made by the Company in loans may be affected by fraud or misrepresentation or omission

The value of the investments made by the Company in loans may be affected by fraud, misrepresentation or omission on the part of the borrower to which the loan relates, by parties related to the borrower or by other parties to the loan (or related collateral and security arrangements). Such fraud, misrepresentation or omission may adversely affect the value of the collateral underlying the loan in question or may adversely affect the Company's ability to enforce its contractual rights under the loan or for the borrower of the loan to repay the loan or interest on it or its other debts.

Repayments of loans could be subject to the availability of refinancing options, including the availability of senior and subordinated debt

Upon maturity of a loan, the borrower may either sell the underlying asset to repay the loan or seek to refinance the loan with the Company or an alternative lender. It is not certain that refinancing options will be available to borrowers on maturity of any loan made by the Company and the sale of the underlying asset may not yield sufficient capital to repay the loan in full or may otherwise result in a delay to the receipt of proceeds. Both eventualities would reduce the investment return made on the loan by the Company.

Development loans involve an increased risk of loss

The Company may invest in loans for the development of property. Such development activities may involve a higher degree of risk than is associated with standing assets and require the Company to assess each development opportunity.

Development projects may be subject to delays or disruptions that are outside of the Company's control and the relevant borrower may not be able to recover cost overruns or may incur holding costs which could have a material adverse effect on the Company's profitability and Net Asset Value. Changes in market conditions or the regulatory environment during the development period may have a detrimental effect upon the development opportunity and ultimately upon the relevant borrower's ability to meet its obligations as they fall due; the borrower becoming subject to some form of insolvency process; and abandonment by the borrower of the collateral for the loan. The Company relies on the performance of the relevant developer and building contractor in relation to each development. In the event that a developer and/or building contractor is unable (for example by reason of its insolvency) or unwilling to perform its contractual commitments up to a satisfactory standard, the relevant borrower may be required to appoint a replacement developer and/or building contractor. There can be no assurance that such a replacement or replacements could be found at all or on terms that are not less favourable to the borrower which could have a material adverse effect on the Company's profitability and Net Asset Value.

These could include deterioration in the value of the property securing the loan, especially if a development is part constructed and may be compounded if the borrower is unable to raise funds to complete it from other sources within a certain period of time.

Residential real estate

The following risk factors relate to investments in residential real estate and to lending backed by residential real estate.

The actions of bad actors may negatively impact the valuation of the portfolio

The Company may rely on third parties under the Existing Investment Objective and Investment Policy or the Proposed Investment Objective and Investment Policy (if approved by Shareholders) such as property managers, contractors, valuers, advisers, counterparties and other professional service providers. Despite due diligence by the Company, any such service provider or counterparty may be a bad actor. Risks associated with bad actors include inflation of property values, misappropriation of rental income, fraudulent reporting, conflicts of interest or the provision of misleading advice. Such misconduct may not be identified immediately and could result in significant financial losses, legal disputes, regulatory investigation and reputational damage, each of which could have a material adverse effect on the Company's business prospects, results of operations and financial condition and could have a corresponding negative impact on the Company's NAV and on the market price for Ordinary Shares and/or C Shares.

Tenant quality may impact rent collection

The Company's income from its residential real estate investments, should Shareholders approve the Proposed Investment Objective and Investment Policy, is directly dependent on tenants meeting their rental obligations in full and on time. Tenants may default due to insolvency, financial weakness or poor operational management. In certain cases, tenants may deliberately withhold rent or seek to renegotiate lease terms, especially in terms of financial stress. To extent that the tenant base includes individuals or organisations reliant on governmental support, charitable funding or housing benefit income, any disruption or withdrawal of such funding could increase the risk of non-payment. Tenant defaults or arrears may cause significant cash flow shortfalls and increase administrative and legal costs in recovering outstanding amounts. Further, eviction processes can be lengthy and costly, during which time rental income may be lost and properties may suffer damage or deterioration. Any of these events would have a negative impact on the Company's cash flow and, potentially, the valuation of the relevant properties, thereby negatively impacting the Company's business prospects, results of operations and financial condition and could have a material adverse effect on the ability of the Company to achieve its investment objective, on the NAV and on the market price of the Ordinary Shares and/or C Shares.

Acquisition of properties that are of poor quality or are unsuitable for occupation

Under the Proposed Investment Objective and Investment Policy, the financial performance of the Portfolio will be dependent on the quality and suitability of the properties acquired by the Company. There is a risk that properties may be purchased at above-market prices as a result of material defects that have not been picked up as part of due diligence. Properties that are poorly built, have been inadequately maintained or located in less desirable areas may attract low demand, higher vacancy rates and reduced rents until the Company has had the opportunity to effect the relevant renovations or the relevant areas have received sufficient funding for their development. In extreme conditions, properties may be unfit for habitation or fail to meet health, safety or environmental standards, requiring significant capital expenditure. As a result, the Company may be unable to lease such properties and it will receive no rental income. Such events could have a material adverse effect on the Company's returns, as a result of reduced income and increased expenditure, and, accordingly, the Company's business prospects, financial condition, NAV and the market price of the Ordinary Shares and/or C Shares may be negatively impacted.

Changes to the social housing regulatory regime

Under the Proposed Investment Objective and Investment Policy, there is the risk that the current or future governments may take a different approach to the social housing regulatory regime. This may result in changes to the law (including the Housing and Regeneration Act 2008, Regulatory Standard, Rent Guidance Standard, the Care Act 2014 and the introduction of the Renters' Rights Act 2025) and other regulation or practices of the government with regard to social housing. Regulatory changes may, for example, lead to a reduction in government funding to local authorities which may in turn impact upon the ability of approved providers to pay rent to the Company at the level agreed in the relevant lease, or impose increased responsibilities on the owners of social housing assets in the event that the approved provider fails to maintain adequate maintenance and safety standards. Any such changes may have an adverse affect on the ability of the Company to pursue the Proposed Investment Objective and Investment Policy and may adversely affect the

Company's business, financial condition, results of operations, ability to maintain its dividend policy, NAV and/or the market price of the Shares.

Reduction in government funding

The government provides funding to certain approved and regulated providers. There can be no assurance that legislative, regulatory or governmental support for such approved providers will continue in the future or exist in the event that an approved provider experiences financial difficulty. Should an approved provider experience financial difficulties, the absence of, or any reduction in, assumed government support for approved providers may have a material adverse effect on the creditworthiness of those affected approved providers and could have a material adverse effect on the Company's profitability, the NAV and the market price of the Shares.

Negative media attention

Under the Proposed Investment Objective and Investment Policy, there may be circumstances in which the removal or eviction of a tenant in social housing is warranted or deemed necessary. Such circumstances include instances of a tenant undertaking illegal activities, perpetrating domestic violence, or permanent rental arrears. As freeholder or ultimate landlord, the Company may receive negative media attention, which may adversely affect the Company's reputation and, consequently, adversely affect the market price of the Shares.

RISKS ASSOCIATED WITH THE INVESTMENT ADVISER AND OTHER SERVICE PROVIDERS

Potential conflicts of interest

The Investment Adviser, the Asset Managers and/or their affiliates serve (in the case of the Asset Managers) or may in the future serve (in the case of the Investment Adviser) as investment manager or investment adviser to other clients. The Investment Adviser and/or any of its affiliates may have conflicts of interest in allocating their time and activity between the Company and its other clients and in effecting transactions between the Company and such other clients. The Investment Adviser and/or any of its affiliates may be involved in other financial, investment and professional activities that may on occasion give rise to conflicts of interest with the Company. This may include the Investment Adviser or the directors, officers or employees of the Investment Adviser being directly or indirectly interested in any entity, project or asset that relates to an investment or any investment proposal. In such circumstances, the Investment Adviser will seek the written approval of all Directors who are independent of the Investment Adviser prior to making any such investment and as will be the case with all investments to be made by the Company undertake a fair market valuation of the investment.

Please see paragraph 11 of Part 2 of this Registration Document for details on how the Investment Adviser will manage these potential conflicts of interest.

The Investment Adviser may allocate some of its resources to activities in which the Company is not engaged, which could have a negative impact on the Company's ability to achieve its investment objective

The Investment Adviser is not required to commit all of its resources to the Company's affairs. Insofar as the Investment Adviser devotes resources to its responsibilities in relation to other business interests, its ability to devote resource and attention to the Company's affairs will be limited. This could adversely affect the Company's ability to achieve its investment objective, which could have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares and/or the C Shares.

Reliance on the principals of the Investment Adviser, the Asset Managers, service providers and other third parties

The Company has no employees and the Directors have all been appointed on a non-executive basis. The Company must therefore rely upon the performance of third party service providers to perform its executive functions. In particular, the principals and other employees of the Investment Adviser, the Asset Managers, the Administrator and the Registrar and their respective delegates, if any, will perform services that are integral to the Company's operations and financial performance. Failure by the principals of the Investment Adviser, the Asset Managers and/or any service provider to carry out its obligations to the Company in accordance with the terms of its appointment, to

exercise due care and skill, or to perform its obligations to the Company at all as a result of insolvency, bankruptcy or other causes could have a material adverse effect on the Company's performance and returns to Shareholders. The principals of the Investment Adviser or the relevant Asset Manager ceasing to be involved in the day-to-day advising of the Company and/or 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 Company's performance and returns to holders of Shares.

Further, misconduct or misrepresentations by employees of the Investment Adviser, the Asset Managers, the Administrator or other third party service providers could cause significant losses to the Company.

Past performance is no indication of future results

The past performance of investments held by the Company or other investments managed or advised by the Investment Adviser or any of the Investment Adviser'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 Existing Investment Objective and Investment Policy and, if approved by Shareholders, the Proposed Investment Objective and Investment Policy.

RISKS RELATING TO TAXATION AND REGULATION

Changes in laws or regulations governing the Company, including changes to property management legislation or a failure to comply with any laws and regulations, may adversely affect the Company's business, investments and performance

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

The properties in which the Company is invested will be subject to laws and regulations which relate to, among other things, health and safety requirements, electrical safety certification, energy efficiency requirements, environmental regulations and climate change regulations. Laws and regulations are subject to change and the Investment Adviser is unable to predict the final outcome, and changes in regulations could adversely affect existing planning consent, costs of property ownership, the capital value of the Company's assets and the income arising from the Portfolio. Changes in laws and governmental regulations governing leases could determine the Company's approach to tenancy management which may impact the Company's ability to meet its investment objective.

In particular, the Company is subject to and will be required to comply with certain regulatory requirements that are applicable to listed closed-ended investment companies, including the UK Prospectus Regulation, the Prospectus Regulation Rules or the PRM, the UK Listing Rules, the Disclosure Guidance and Transparency Rules, UK MAR and the UK AIFM Regime.

Any change in the law and regulation affecting the Company and the Investment Adviser may have a material adverse effect on the ability of the Company and the Investment Adviser to carry on their respective businesses and successfully pursue the Existing Investment Objective and Investment Policy and, if approved by Shareholders at the General Meeting, the Proposed Investment Objective and Investment Policy and on the value of the Company and/or the Shares. In such event, the investment returns of the Company may be materially adversely affected.

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 section 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. A failure to obtain or maintain HMRC approval as an investment trust, including as a result of a change in tax law or practice could result in the Company not being able to benefit from the current exemption for investment trusts from UK tax on chargeable gains and could affect the Company's ability to provide returns to Shareholders. It is not possible to guarantee that the Company will remain a non-close company, which is a requirement to obtain and maintain investment trust status, as the 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 approval as an investment trust company, will, as soon as reasonably practicable, notify Shareholders of this fact.

Periodic continuation votes

Pursuant to the Articles, the Directors are required to propose an ordinary resolution that the Company continue its business as presently constituted (a "**Continuation Resolution**") at each third annual general meeting of the Company. The Directors are proposing a resolution at the General Meeting to adopt New Articles pursuant to which the Company's next Continuation Resolution will be held at the annual general meeting in 2028. If a Continuation Resolution is not passed, the Directors will be required to formulate proposals to be put to Shareholders to reconstruct, reorganise or wind-up the Company. As a result, there can be no guarantee that the Company will continue indefinitely in its current form. Should the Company be required to reconstruct, reorganise or wind-up, investments may need to be disposed of sooner than, or otherwise than in accordance with, the original intention and this may have a material adverse effect on the Company's business, financial condition, results of operations or the value of the Ordinary Shares and/or the C Shares.

The Company has not registered and will not register 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 Shares held by a person to whom the sale or transfer of 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 U.S. Plan Asset Regulations, if interests held by Benefit Plan Investors are deemed to be "significant" within the meaning of the U.S. Plan Asset Regulations (broadly, if Benefit Plan Investors hold 25 per cent. or 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 U.S. Plan Asset Regulations. The Company may be unable to monitor whether Benefit Plan Investors or any other investors acquire Ordinary Shares and/or C Shares and therefore, 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 per cent. threshold discussed above or that the Company's assets will not otherwise constitute "plan assets" under the U.S. Plan Asset Regulations. If the Company's assets were deemed to constitute "plan assets" within the meaning of the U.S. 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 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 or 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 Shares, before making any application for 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 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 Adviser or Cavendish 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 or the PRM, the UK Listing Rules, the Disclosure Guidance and Transparency Rules and UK MAR, neither the delivery of the Prospectus nor any subscription for or purchase of 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 Cavendish 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 Cavendish nor any person affiliated with it 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 Shares, the Initial Issue, any Subsequent Issue or any Admission. Cavendish (together with its 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

The Company prepares its financial information in accordance with UK adopted IFRS and with the Companies Act as applicable to companies reporting under IFRS ("**UK IFRS**"). The financial information contained in or incorporated by reference in this Registration Document, including that financial information presented in a number of tables 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 INDUSTRY, MARKET AND OTHER DATA

Market, economic and industry data used throughout this Registration Document is sourced from various industry and other 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 "**GBP**", "**Sterling**", "**£**" or "**p**" are to the lawful currency of the UK.

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 at pages 95 to 101.

WEBSITES

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

FORWARD LOOKING STATEMENTS

This Registration Document contains forward looking statements, including, without limitation, statements containing the words "believes" "estimates" "anticipates" "expects" "intends" "may" "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 UK Listing Rules, the Prospectus Regulation Rules or the PRM and the Disclosure Guidance and Transparency Rules and UK MAR.

Nothing in the preceding two paragraphs should be taken as limiting the working capital statement given in the Securities Note (or any Future Securities Note).

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.

DIRECTORS, MANAGEMENT AND ADVISERS

Directors (all non-executive)	John Newlands (*Independent non-executive chairman)* Dr Sameer Al Ansari (*Independent non-executive director and deputy chairman*) Matthew Harris (*Independent non-executive director*) Ian McElroy (*Non-independent non-executive director*) Douglas Noble (*Independent non-executive director*)
	All of the Company's registered office
Registered Office	Hamilton Centre Rodney Way Chelmsford CM1 3BY
Investment Adviser	Tier One Capital Ltd Wizu Workspace Portland House New Bridge Street West Newcastle upon Tyne Tyne and Wear NE1 8AL
Sole Sponsor and Corporate Broker	Cavendish Capital Markets Limited 1 Bartholomew Close London EC1A 7BL
Administrator and Company Secretary	Apex Fund Administration Services (UK) Limited Hamilton Centre Rodney Way Chelmsford CM1 3BY
Solicitors to the Company	Gowling WLG (UK) LLP 4 More London Riverside London SE1 2AU
Solicitors to the Sole Sponsor and Corporate Broker	Stephenson Harwood LLP 1 Finsbury Circus London EC2M 7SH
Registrar	Computershare Investor Services PLC The Pavilions Bridgwater Road Bristol BS99 6AH
Reporting Accountants	MHA Corporate Finance Limited 2 London Wall Place London EC2Y 5AU
Auditor	MHA Audit Services LLP The Pinnacle 150 Midsummer Boulevard Milton Keynes Buckinghamshire MK9 1LZ
Receiving Agent	Computershare Investor Services PLC The Pavilions Bridgwater Road Bristol BS99 6AH

PART 1

INVESTMENT HIGHLIGHTS

Investment Strategy

- Under the Existing Investment Objective and Investment Policy, the Company invests in a range of fixed rate secured property development loans, with a focus on the North East of England.
- Since its inception in 2017, the Company has deployed c.£90 million in capital to support 43 projects, helping support an estimated 12,000 jobs and deliver a gross development value of more than £280 million.
- The intention of the Board is to raise further capital to expand the investment focus of the Company on three deployment strategies: (i) real estate lending; (ii) commercial real estate investment; and (iii) residential real estate investment, all with a strong regional focus on the North East of England. Shareholders will be asked to approve the Proposed Investment Objective and Investment Policy at the General Meeting, which will enable the Company to pursue the expanded investment focus.
- The Company's Proposed Investment Objective and Investment Policy will enable it to:
    - continue to provide real estate loans to support housebuilding and commercial development;
    - invest in and upgrade commercial real estate assets to attract tenants and drive regeneration; and
    - secure residential real estate through freehold or leasehold and to provide capacity and support to housing providers.
- The Initial Issue and any Subsequent Issues are conditional on the passing by Shareholders of the Investment Policy Resolution and the Issue Resolutions.

Target Return

- Should Shareholders pass the Investment Policy Resolution, the Company will target:
    - an average Net Asset Value total return of 10-11 per cent. per annum over the next seven years, including 4 per cent. per annum capital uplift based on forecast average value increases[1]; and
    - a target dividend of 6–7 per cent. per annum of Net Asset Value on average over the next seven years[2].

Competitive Advantages

The Directors believe that the Company has a number of competitive advantages, including:

- *the Portfolio*: as at 15 January 2026 (being the latest practicable date prior to the publication of this Registration Document), the Portfolio consisted of 16 loans with a weighted average annualised yield of 9.8 per cent.;
- *access to investment opportunities*: the Company has: (i) access to investment opportunities through the Investment Adviser's established industry contacts and extensive knowledge of the real estate sector; and (ii) the ability to source off-market opportunities through key contacts in the regional investment agency market and key landowners and investors;

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1 The total return figure stated is a target only and is based on a number of assumptions (including the Company raising money pursuant to future fundraises, which is not guaranteed). There can be no assurance that this target will be met and it should not be taken as an indication of the Company's expected future results. The total return figure is also based on the Company utilising higher levels of leverage across the commercial and residential strategies than has historically been utilised for the real estate lending portfolio.

2 The dividend figure is a target only and is based on a number of assumptions (including the Company raising money pursuant to future fundraises, which is not guaranteed). There can be no assurance that this target will be met and it should not be taken as an indication of the Company's expected future results. The dividend figure is also based on the Company utilising higher levels of leverage across the commercial and residential strategies than has historically been utilised for the real estate lending portfolio.

- *deal flow origination*: the Investment Adviser has a steady flow of deal opportunities from the real estate development and housebuilding sectors as well as the high net worth sector of the financial industry due to relationships built with private individuals over the last 12 years;
- *professional networks:* one of the primary sources of investment opportunities will come from the Investment Adviser's and/or the relevant Asset Manager's professional contacts with key participants in the development finance, residential real estate and commercial real estate markets;
- *monitoring team*: the Company, due to its relationship with the Investment Adviser, has access to a team of highly experienced credit and property experts to source, review and monitor deals;
- *historical market awareness*: the Investment Adviser has decades of operating experience creating insight on pricing cycles, rental yields, and buyer behaviour;
- *granular knowledge of sub-markets*: the Investment Adviser understands the nuances between micro-locations allowing more accurate market appraisals and tailored strategies; and
- *experienced asset management team:* the Company has access to highly experienced and established asset management teams based in the North East with excellent contacts and market knowledge who have a track record of successfully implementing business plans, undertaking refurbishments, leasing vacant space and creating value.

Investment Adviser Team

- The Investment Adviser team has in excess of 60 years' combined experience and a track record of success in relation to investment in the North East of England and Scotland, including:
    - 43 projects supported creating an estimated development value of more than £280 million;
    - supported a number of developers including Homes by ESH, Bede Homes, Apartment Group and Horizon Cremation;
    - 9.13 per cent. IRR on a gross portfolio basis on the 29 projects supported since 2018;
    - supported an estimated 12,000 jobs;
    - the Investment Adviser team will also be supported by the external Asset Managers described below.

Asset Managers

Broadoak Asset Management Ltd

- Broadoak will act as asset manager in respect of the Company's commercial property portfolio pursuant to the Proposed Investment Objective and Investment Policy;
- The Broadoak team, consisting of 5 individuals, has more than 120 years of combined professional experience with some of the largest organisations, including Tritax, Cerberus and Equiom;
- The team has worked on a range of projects, including the Newcastle Helix Partnership (between Newcastle City Council, Newcastle University and Legal and General Capital (pension fund)), Quorum Business Park, Siglion and Newcastle United Football Club; and
- Over the last 20 years the Broadoak team has helped (i) manage more than £700 million of commercial property assets; (ii) developed more than 1 million square feet of commercial property space; and (iii) leased in excess of 2 million square feet of commercial property space.

Further information on Broadoak is set out in paragraph 3 of Part 5 of this Registration Document.

Homes or Houses Limited

- Homes or Houses will act as asset manager of the Company's residential property portfolio pursuant to the Proposed Investment Objective and Investment Policy;

- The Homes or Houses asset management team offers more than 90 years of residential experience. With broad experience in residential asset management from portfolio building through both the private and supported sectors, Homes or Houses has established relationships with national and global portfolio holders, as well as auction, open market agents, developers and private landlords throughout the North East;
- Homes or Houses has arranged for the acquisition of more than £55 million of residential properties on behalf of its clients and manages apartments, houses and small residential apartment blocks as power of attorney for all its clients;
- Homes or Houses is one of the first in the lease model to support providers and fully private tenants. Homes or Houses has developed working relationships with both the Durham and Gateshead local authorities; and
- Homes or Houses has supported a range of charitable housing groups, including Changing Lives, Moving Up, Moving On and DASH.

Further information on Homes or Houses is set out in paragraph 3 of Part 5 of this Registration Document.

Tier One Capital FM Limited

- TOCFM will act as asset manager for the Company's debt lending portfolio;
- TOCFM has been providing certain non-regulated investment advisory services to the Company since 2023 pursuant to a supplemental agreement to the Investment Adviser Agreement and will provide certain asset management services in connection with the Proposed Investment Objective and Investment Policy under the TOCFM Asset Management Agreement.

PART 2

INFORMATION ON THE COMPANY

1 INTRODUCTION

The Company was incorporated in England and Wales on 27 September 2016 with company number 10395804. The Company has registered as a small registered AIFM and is self-managed for the purposes of the UK AIFM Regime. Should the Company's NAV exceed the GBP equivalent of €100 million, the UK AIFM Regime would require the Company to change its current AIFM structure. The Directors intend, at all times, to continue to conduct the affairs of the Company so as to enable it to retain approval as an investment trust for the purposes of section 1158 of the Corporation Tax Act 2010, as amended.

The Ordinary Shares are admitted to the closed-ended investment fund category of the Official List and to trading on the London Stock Exchange's main market for listed securities. As at 15 January 2026 (being the latest practicable date prior to the publication of this Registration Document), the Company had a market capitalisation of approximately £17.2 million. The last published unaudited Net Asset Value, as at 30 November 2025, was approximately £19.35 million, resulting in an unaudited Net Asset Value per Ordinary Share of 77.48 pence.

Since the IPO, the Company has deployed c.£90 million in capital to support 43 projects, helping support an estimated 12,000 jobs and helping deliver a gross development value of more than £280 million. As at the date of this Registration Document, the Portfolio consists of 16 loans with a weighted average annualised yield of 9.8 per cent.

The Company is substantially invested and the Investment Adviser is still generating new investment opportunities. As announced on 9 July 2025, the Company intends to raise its international profile, drive new investment into the Company and promote economic growth across the North East region. The Company is therefore proposing to broaden its investment policy and seeking to raise further capital through the Share Issuance Programme (including the Initial Issue) to continue to grow and diversify the Portfolio. The Company has engaged Tier One Capital Ltd (the "**Investment Adviser**") to provide investment advisory services in respect of the Company. The Company has a board of five non-executive directors all of which are independent of the Investment Adviser and the Company's other service providers, save for Ian McElroy. The Company may in the short to medium term, appoint one or more employees to provide certain strategic, fundraising and investor relation services to the Company.

Further information on the Investment Adviser is set out in Part 5 of this Registration Document.

2 INVESTMENT OBJECTIVE AND INVESTMENT POLICY

Potential investors should note that the below reflects the Proposed Investment Objective and Investment Policy proposed to be adopted at the General Meeting. Should the Proposed Investment Objective and Investment Policy not be approved, the Company will continue to pursue the Existing Investment Objective and Investment Policy and the Initial Issue and Share Issuance Programme will not go ahead. A blacklined version of the investment objective and investment policy, showing the proposed changes, is set out in Appendix 1 of this Registration Document and the Existing Investment Objective and Investment Policy is set out in Appendix 2 of this Registration Document.

Investment Objective

The Company's investment objective is to provide shareholders with a consistent and stable income and the potential for an attractive total return over the medium to long term, through a diversified portfolio of investments predominantly in the North East of England.

Investment Policy

The Company's strategy to achieve its investment objective is to create a balanced portfolio of investments, diversified by asset class, that provides exposure to attractive assets and businesses predominantly in the North East of England.

Investments will be focussed on three asset classes.

- *Real estate lending*

The real estate lending strategy will focus on creating a diversified portfolio of fixed rate loans predominantly secured over land and/or property predominantly in the North East.

The Company will seek to reduce downside risk by focusing on secured debt with both quality collateral and contractual protection, off market and discounted property transactions, income generating assets.

The debt managers will make investments primarily through senior secured loans positions, although other assets such as bridging loans, subordinated loans, selected loan financings and other investment instruments may be considered if appropriate.

The Company's portfolio will be diversified by sector and will be predominantly split between residential housebuilding; small to medium commercial property development including but not limited to office developments, hotel developments, industrial units and wedding and conferencing venues; and direct sale and leaseback vehicles primarily operating in the professional sectors of healthcare, accountants, solicitors and finance professionals.

The typical loan term will be between one and five years, but discretion is retained also to make investments for either shorter or longer periods.

The Company will typically seek to originate debt where the effective loan to real estate value ratio of any investment is between 40 per cent. and 100 per cent. at the time of origination. The Company will typically seek to achieve a blended LTV across the real estate lending strategy of no more than 75 per cent. (based on the initial valuations at the time of loan origination) once fully invested. No more than 50 per cent. of the strategy will be allocated to subordinated loans, calculated at the time of investment and/or subsequent subordination. These limits exclude any intra-group loans that are made by the Company to the other asset classes listed in this Investment Policy.

The real estate lending strategy may use third party borrowing where it believes it will enhance Shareholder returns over the longer term. Borrowings will be limited to a maximum of 50 per cent. of the value of the loan book, calculated at the time of drawdown.

The real estate lending strategy will represent 20 – 50 per cent. of the Company's total assets.

- *Commercial real estate*

The commercial real estate strategy will focus on creating a portfolio of assets, diversified by size and location of assets predominantly within the North East, and by use classes including office, logistics, retail and other commercial property uses.

As well as income producing business models, when required, the Company will finance refurbishments and invest capital to upgrade property and install environmental improvements to attract occupiers and increase rents. The commercial real estate strategy may use third party borrowing where it believes it will enhance Shareholder returns over the longer term. Borrowings will be limited, on an individual asset basis, to a maximum of 75 per cent. of the value, calculated at the time of investment.

The commercial real estate strategy will represent 20 – 50 per cent. of the Company's total assets.

- *Residential real estate*

The residential real estate strategy will focus predominantly on assets to lease to social care providers predominantly in the North East, including Local Authority, charities and non-profit organisations and Community Interest Companies (CICs). The balance of the assets allocated to the strategy will be deployed in the private rented sector.

The focus will be on freehold or leasehold property, including single-family homes, apartments, and purpose-built or adapted housing for social care needs. The residential real estate strategy may use third party borrowing where it believes it will enhance Shareholder returns over the longer term. Borrowings will be limited, on an individual asset basis, to a maximum of 75 per cent. of the value, calculated at the time of investment.

The residential real estate strategy will represent 20 – 50 per cent. of the Company's total assets.

The allocations to the three strategies stated above will take effect from the date on which the Net Asset Value equals or exceeds £100 million for the first time. Until such time, and noting that this will require the Company to raise further capital: (a) the Company's assets will be invested in a manner consistent with achieving the allocation ranges when the Net Asset Value reaches £100 million and (b) the portfolio may have allocations to one or more of the three asset classes that are greater or less than the stated range.

Investment Restrictions

The Company will invest no more than 20 per cent. of its total assets in any single investment, nor will it have more than 20 per cent. of its total assets exposed to any one group or entity.

The Company will not co-invest more than 20 per cent. of its total assets alongside a single co-investor entity or group, save where the Company is not exposed to the performance or fulfilment of the co-investor's obligations in respect of the relevant asset(s).

The Company will observe the following investment restrictions within the real estate lending strategy:

- no more than 30 per cent. of the relevant net assets[3] will be exposed to direct sale and leaseback vehicles, at the time of investment;
- no more than 50 per cent. of the relevant net assets[3] will be exposed to subordinated loans, calculated at the time of investment and/or subsequent subordination;
- no more than 50 per cent. of the relevant net assets[3] will be exposed to bridging loans, selected loan financings and other debt instruments, calculated at the time of investment; and
- no more than 5 per cent. of the relevant net assets[3] will be exposed to unsecured loans, calculated at the time of investment.

Compliance with the borrowing limits, investment restrictions and the allocations to the three strategies 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 not invest in other UK listed closed-ended investment companies.

The Company's assets will all be located in the United Kingdom.

Definition of North East: The English counties of Northumberland, Tyne and Wear and County Durham, and the former county of Cleveland.[4]

Borrowing limit

The Company may use gearing where it believes it will enhance Shareholder returns over the longer term. Overall, external borrowings and other forms of gearing will be limited by each strategy as set out above. The Company may finance individual assets in part by external borrowings.

Co-investment

The Company may co-invest alongside other parties in respect of each of the three asset classes.

Cash management

The Company may from time-to-time have surplus cash. It is expected that any surplus cash will be temporarily invested in cash or cash equivalents, money market instruments, bonds, commercial paper or other debt obligations with banks or other counterparties having a single-A (or equivalent) or higher credit rating as determined by an internationally recognised rating agency or gilts or otherwise approved by the Board.

Use of derivatives and hedging

The Company may invest through derivatives for efficient portfolio management. In particular, the Company may engage in interest rate hedging or otherwise seek to mitigate the risk of interest rate increases as part of the Company's efficient portfolio management.

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[3] Refers to the net assets of the real estate lending strategy only.

[4] As created in 1994, prior to Cleveland being subsumed into County Durham and North Yorkshire.

In the event of a breach of the investment policy or the investment restrictions set out above, the Investment Adviser shall inform the Directors upon becoming aware of the same and if the Directors consider the breach to be material, notification will be made to a Regulatory Information Service.

No material change will be made to the investment policy without the approval of Shareholders by ordinary resolution.

3 ESG POLICY

The Company has requested that the Investment Adviser take into account the broader social, ethical and environmental issues of counterparties within the Portfolio, acknowledging that companies failing to manage these issues adequately run a long-term risk to sustainability of their businesses. More specifically, the Board expects companies to demonstrate ethical conduct, effective management of their stakeholder relationships, responsible management and mitigation of social and environmental impacts, as well as due regard for wider societal issues.

The Investment Adviser actively seeks to invest in companies that adopt good ESG practices and, where possible, uses its influence to encourage companies to adopt best practice on environmental, social and corporate governance matters.

4 TARGET RETURN AND DIVIDEND POLICY

The Company is targeting, under the Proposed Investment Objective and Investment Policy, an average Net Asset Value total return of 10-11 per cent. per annum over the next seven years, including 4 per cent. per annum capital uplift based on forecast average value increases.[5]

The Company currently targets, under the Existing Investment Objective Investment Policy, a Net Asset Value total return of 5 per cent.

The Company is targeting, under the Proposed Investment Objective and Investment Policy, a dividend in the range of 6–7 per cent. of Net Asset Value per annum on average over the next seven years[6].

The Company's current dividend policy, under the Existing Investment Objective and Investment Policy, is to pay dividends at a rate of 1.0 pence per Ordinary Share per quarter, equivalent to 4.0 pence per Ordinary Share per year in aggregate. Depending on the performance of the Portfolio and considering broader market conditions, a final balancing payment may be made at the end of the financial year.

For each of the years ending 30 November 2022, 30 November 2023 and 30 November 2024, the Company paid dividends of 4.0 pence per Ordinary Share, in accordance with the Company's dividend policy.

The new Ordinary Shares to be issued pursuant to the Initial Issue will not be entitled to the fourth interim dividend payable in respect of the year ending 30 November 2025 (if declared). The first dividend to which holders of new Ordinary Shares to be issued pursuant to the Initial Issue will be entitled will be the first interim dividend (if declared) in respect of the year ending 30 November 2026.

Distributions made by the Company may take either the form of dividend income 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 on the classification of such distributions.

If any C Shares are issued pursuant to a Subsequent Issue, holders of any C Shares following a Subsequent Admission will be entitled to participate in dividends and other distributions of the Company as the Directors may resolve to pay to holders of that class of C Shares out of the assets

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[5] The total return figure stated is a target only and is based on a number of assumptions (including the Company raising money pursuant to future fundraises, which is not guaranteed). There can be no assurance that this target will be met and it should not be taken as an indication of the Company's expected future results. The total return figure is also based on the Company utilising higher levels of leverage across the commercial and residential strategies than has historically been utilised for the real estate lending portfolio.

[6] The dividend figure is a target only. There can be no assurance that this target will be met and it should not be taken as an indication of the Company's expected future results. The dividend figure is also based on the Company utilising higher levels of leverage across the commercial and residential strategies than has historically been utilised for the real estate lending portfolio.

attributable to that class of C Shares. For the avoidance of doubt, the targets set out above shall not apply with respect to any tranche of C Shares prior to conversion.

The Company intends to distribute at least 85 per cent. of its eligible income or such other percentage which may be prescribed by HMRC in accordance with Chapter 4 of Part 24 CTA 2010.

The annualised dividend yield and total return targets are targets only and not profit forecasts and are based on the assumption that Shareholders approve the Proposed Investment Objective and Investment Policy. There can be no assurance that the targets can or will be met and this should not be taken as an indication of the Company's expected or future results. The target returns and dividend yield are also based on invested capital and may therefore take time to achieve. 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.

Investors should note that references in this paragraph 4 to "dividends" and "distributions" are intended to cover both dividend income and income which is designated as an interest distribution for UK tax purposes and therefore subject to the interest streaming regime applicable to investment trusts.

5 BACKGROUND TO, AND REASONS FOR, THE INITIAL ISSUE AND THE SHARE ISSUANCE PROGRAMME

The Directors believe that the Initial Issue and the Share Issuance Programme have the following principal benefits for Shareholders:

- the net proceeds of the Initial Issue and Share Issuance Programme will be used to invest in assets which will enable the Company to grow its portfolio pursuant to the Company's revised investment strategy thereby adding further diversification to its assets;
- it allows the Company to tailor future equity issuance, subject to demand, to its near-term pipeline, providing flexibility and minimising cash drag;
- it enables the Company to raise additional capital quickly, subject to demand, in order to take advantage of discrete pipeline investment opportunities;
- an increase in the size of the Company is expected to improve liquidity of the Ordinary Shares. This should enhance the marketability of the Company and should result in a broader investor base over the longer term;
- an increase in the size of the Company will mean that the fixed costs of operating the Company are spread over a larger asset base, thereby reducing the Company's on-going charges per Share; and
- the option to issue C Shares will avoid dilution of existing holdings until at least 85 per cent. of the proceeds of any C Share issue are deployed; existing holders would therefore not be participating in a portfolio containing a substantial amount of un-invested cash before the conversion of any C Shares in issue.

All new Ordinary Shares under the Share Issuance Programme will be issued at a price of no less than the Net Asset Value per Ordinary Share prevailing at the time of issue, after an appropriate adjustment for related costs, and it is intended that C Shares will be issued at 100 pence per C Share.

6 VALUATION

Fixed rate loans

The valuation of the Company's investments in fixed rate loans is in compliance with IFRS. Loans are valued at the initial principal advanced inclusive of any fees paid to third parties. Thereafter, all loans are valued at this amount less cumulative amortisation calculated using the Effective Interest Rate ("**EIR**") method. The EIR method spreads the expected net income from a loan over its expected life. The EIR is that rate of interest which, at inception, exactly discounts the future cash payments and receipts from the loan to the initial carrying amount.

At the Company's financial year end, the Board as advised by the Investment Adviser, determines which underlying security needs to have a refreshed RICS valuation. Consideration is given as to

when the most recent RICS valuation was undertaken (for example, new transactions completed during that financial year would not usually have a refreshed RICS valuation). The Auditor reviews the list and approves or otherwise. For the interim accounts and in the preparation for the quarterly Net Asset Values, a hybrid approach is taken where the most recent RICS valuations are used together with the value of additional works certified to date by the third party quantity surveying firm where applicable.

Commercial and residential property

In respect of the valuation of the Company's investments in commercial and residential property, should Shareholders approve the Proposed Investment Objective and Investment Policy, the Directors intend to follow guidance set out in the RICS Professional Guidance paper 'Valuations for Real Estate Investment Entities'. This guide summarises regulatory requirements and industry recommendations for commissioning and providing the regular valuations of real estate held by investment vehicles such as collective investment schemes in the UK. It provides an outline of the regulations that apply to the valuations included in the reports issued by investment vehicles, a summary of best practice procedures set by industry bodies for commissioning valuers and valuations, a summary of the specific rules and professional standards that RICS-regulated firms and members must follow in accepting and undertaking the recurring valuations of investment property, and the expected behaviour of all parties involved in the valuation process. This is to ensure that the required valuations are provided independently without undue influence from any interested party. In line with these best practice provisions, the Directors will use one or more appropriately qualified and nationally recognised companies with an appropriate level of professional indemnity cover as property valuer(s) to the Company. A valuation exercise covering the Company's properties is expected to be conducted annually. Details of each annual valuation, and any suspension in the making of such valuations, will be announced by the Company within the context of its periodic financial reporting or otherwise via a Regulatory Information Service announcement as soon as practicable after the relevant valuation date.

At acquisition:

- all commercial property transactions will be supported by RICS valuations;
- for residential property transactions, where the Company anticipates a lower value, higher volume, a RICS valuation will not be required. Instead, the Board will rely on Homes or Houses' business case, supported by Hometrack, a third party software application.

At year end:

- for all commercial properties a RICS valuation will be required; and
- for the residential properties, a RICS valuation will be undertaken and the Board anticipates that this will be carried out on sample basis given the anticipated volume.

For the interim accounts and in the preparation of the quarterly Net Asset Values, the last available RICS valuation will be used and the relevant Asset Manager will use their professional judgement to increase or decrease those values supported by third party evidence (for example, capex invoices), where applicable. In all cases the Company will be required to ensure that the fair values remain consistent with IFRS 13 (maximising observable inputs, transparent categorisation in the fair value hierarchy).

7 CALCULATION OF NET ASSET VALUE

The Net Asset Value (and Net Asset Value per Ordinary Share and the Net Asset Value per C Share) is calculated quarterly by the Administrator. Calculations are made in accordance with IFRS or as otherwise determined by the Board.

Details of each quarterly valuation, and of any suspension in the making of such valuations, will be announced by the Company through a Regulatory Information Service as soon as practicable after the end of the relevant quarter.

Suspension of the calculation of the Net Asset Value

The calculation of the Net Asset Value (and Net Asset Value per Share) will only be suspended in circumstances where the underlying data necessary to value the investments of the Company cannot readily, or without undue expenditure, be obtained or in other circumstances (such as a

systems failure of the Administrator) which prevents the Administrator from making such calculations. Details of any suspension in making such calculations will be announced through a Regulatory Information Service as soon as practicable after any such suspension occurs.

Publication of Net Asset Value

The unaudited Net Asset Value and Net Asset Value per Ordinary Share are calculated in Sterling by the Administrator as described below and based on the quarterly valuations of the Portfolio. The Net Asset Value per C Share will also be calculated and published quarterly, on the same basis, until conversion of the C Shares.

As at 30 November 2025, the unaudited Net Asset Value per Ordinary Share was 77.48 pence.

8 ANNUAL AND INTERIM REPORTS AND SHAREHOLDER MEETINGS

The audited financial statements of the Company are prepared in Sterling under IFRS. The Company's annual report and financial statements are prepared up to 30 November each year. It is expected that copies of the annual report and financial statements will be published by the end of March the following year and copies sent to Shareholders. The Company also publishes an unaudited interim report covering the six months to 31 May each year.

The annual report and financial statements and unaudited interim report once published, together with a quarterly fact sheet, are made available on the Company's website (www.developnorth.co.uk) and publication of such documents will be notified to Shareholders by means of an announcement on a Regulatory Information Service.

Any ongoing disclosures required to be made to Shareholders pursuant to the UK AIFM Regime and/or the EU AIFM Rules will (where applicable) be contained in the Company's half-yearly or annual reports or on the Company's website, or will be communicated to Shareholders in written form as required.

The Company holds an annual general meeting each year. Other general meetings may be convened from time to time by the Directors sending notice 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 Shares diverges from the Net Asset Value per Share.

Premium Management

Conditional on the passing of the Issue Resolutions to be proposed at the General Meeting to be held on 18 February 2026, the Directors will have authority to issue up to 368 million Ordinary Shares and/or C Shares on a non-pre-emptive basis in connection with the Initial Issue and the Share Issuance Programme.

Subject to the passing of the Issue Resolutions, Shareholders' pre-emption rights over this unissued share capital will be disapplied so that the Directors will not be obliged to offer any new Ordinary Shares and/or C Shares to Shareholders on a *pro rata* basis. This ensures that the Company retains full flexibility, following Initial Admission and for the duration of the Share Issuance Programme, in issuing new Ordinary Shares and/or C Shares to investors.

If there is sufficient demand at any time during the period in which the Share Issuance Programme is in effect, and if the Directors consider it appropriate to avoid the dilutive effect that the proceeds of an issue might otherwise have on the existing assets of the Company, the Company may seek to raise further funds through the issue of C Shares. Any such issue would be subject to the listing of the C Shares on the Official List and their admission to trading on the London Stock Exchange. The rights conferred on the holders of C Shares or other classes of shares issued with preferred or other rights shall not (unless otherwise expressly provided by the terms of the issue of the relevant shares) be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

The Articles contain the C Share rights, full details of which are set out in paragraph 4 of Part 7 of this Registration Document.

Investors should note that the issuance of new Ordinary Shares and/or C Shares 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 and/or C Shares that may be issued.

No Ordinary Shares will be issued at a price less than the prevailing published Net Asset Value per existing Ordinary Share prevailing at the time of their issue without prior Shareholder approval. It is intended that C Shares will be issued at 100 pence per C Share.

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.

At the annual general meeting held on 1 May 2025 a special resolution was passed granting the Directors authority to repurchase up to 3,744,232 Ordinary Shares during the period expiring on the conclusion of the earlier of the Company's annual general meeting in 2026 and the expiry of 15 months from the passing of the resolution. Renewal of this buy-back authority will be sought at each annual general meeting of the Company thereafter or more frequently if required. Ordinary Shares purchased by the Company may be held in treasury or cancelled.

Authority is being sought at the general meeting expected to be held on 18 February 2026 to (i) authorise the Directors to repurchase up to 14.99 per cent. of the Ordinary Shares in issue immediately following Initial Admission and (ii) authorise the Directors to repurchase 14.99 per cent. of the Ordinary Shares and/or C Shares in issue immediately following a Subsequent Issue of C Shares in connection with the Share Issuance Programme, such authorities to expire on the earlier of the conclusion of the annual general meeting of the Company to be held in 2026 and 1 August 2026. The Directors will only make such repurchases through the market at prices (after allowing for costs) below the relevant prevailing Net Asset Value per Ordinary Share under the guidelines established from time-to-time by the Board. Purchases of Ordinary Shares may be made only in accordance with the Companies Act and the Disclosure Guidance and Transparency Rules. The maximum price (exclusive of expenses) which may be paid for an Ordinary Share must not be more than the higher of (i) 5 per cent. above the average of the mid-market value for the five Business Days before the purchase is made, and (ii) the higher of (a) the last independent trade and (b) the highest current independent bid for Ordinary Shares.

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

Any Ordinary Shares repurchased may be held in treasury. 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 reissue Ordinary Shares quickly and cost effectively, thereby improving liquidity and providing the Company with additional flexibility in the management of its capital base.

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

Continuation Resolution

In accordance with the Articles, the Directors were required to propose an ordinary resolution at the annual general meeting held in 2024 ("**2024 AGM**") that the Company continues its business as presently constituted (the "**Initial Continuation Resolution**"). Thereafter, the Articles provide that the Directors propose an ordinary resolution that the Company continue its business as presently constituted at each third annual general meeting thereafter (a "**Continuation Resolution**").

The Directors are proposing a resolution to adopt the New Articles at the General Meeting, pursuant to which a Continuation Resolution would next be held by the Company at the annual general meeting in 2028, as opposed to in 2027.

The Initial Continuation Resolution was passed at the 2024 AGM held on 25 April 2024. If any future Continuation Resolution is not passed, the Directors are required to 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 any Continuation Resolution is not passed. These proposals may or may not involve winding up the Company and, accordingly, failure to pass 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 per cent. 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 per cent. but not more than 50 per cent. 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 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 proposed 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 2 of Rule 37. However, neither the Company, nor any of the Directors, nor the Investment Adviser 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 CONFLICTS OF INTEREST

Investment Adviser and Asset Managers

The Investment Adviser, the Asset Managers and their respective key individuals are permitted to act as manager, investment manager or investment adviser in relation to, or be otherwise involved in, other funds established by parties other than the Company, which may have similar objectives to those of the Company. In particular:

- the Investment Adviser is investment adviser to the Company and may act in the same capacity for other entities; and
- key individuals of the Investment Adviser and/or the Asset Managers may be involved in other businesses or with other funds not involving the Company.

It is, therefore, possible that any of them may, in the course of business, have potential conflicts of interest with the Company. Each of the Investment Adviser, Broadoak, Homes or Houses and TOCFM shall endeavour to ensure that such conflicts are identified, managed, resolved and disclosed and any relevant investment opportunities allocated, fairly.

TOCFM is entitled to receive fees from borrowers under loans on which it acts as asset manager for the Company (a summary of these fees are set out at Paragraph 3 of Part 5 of this Registration Document. As such, there is the potential for a conflict of interest to arise between TOCFM's own remuneration and value for the Company. Such conflict is managed by way of the Company's investment approval process, whereby the Company reviews each investment proposed by TOCFM and must independently approve such investments (including any fees) before they are finalised.

Directors

Ian McElroy is chief executive officer of the Investment Adviser and will be subject to annual re-election as a non-executive Director by Shareholders. Ian McElroy's annual director fees are paid to Tier One Capital Financial Services Limited.

Dr Sameer Al Ansari is a 15 per cent. shareholder in Homes or Houses.

12 TYPICAL INVESTOR

The Shares are designed to be suitable for institutional investors, professional investors and retail 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 and/or C Shares pursuant to the Initial Issue and/or the Share Issuance Programme.

13 TAXATION

Potential investors are referred to Part 3 of the Securities Note accompanying the 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.

14 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 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 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 per cent. and each 1 per cent. threshold thereafter up to 100 per cent.

15 RISK FACTORS

The Company's performance is dependent on many factors and potential investors should read the whole of this Registration Document and in particular the section entitled "Risk Factors" on pages 5 to 18 of this Registration Document and the section entitled "Risk Factors" in the Securities Note (or any Future Securities Note).

16 NON-MAINSTREAM POOLED INVESTMENTS

As an investment trust, the Shares are "excluded securities" under the FCA's rules on non-mainstream pooled investments. Accordingly, the promotion of the Shares is not subject to the FCA's restriction on the promotion of non-mainstream pooled investments.

PART 3

PORTFOLIO , PIPELINE ASSETS, STRATEGY AND INVESTMENT PROCESS

1 PORTFOLIO

As at the date of this Registration Document the Portfolio consists of 16 loans with a weighted average annualised yield of 9.8 per cent. The total value of the Portfolio is c.£24.71 million (being the aggregate par value of the drawn down loans).

Sector	% of Portfolio	LTV	Loan Value £'000s
Residential	58.2	79.1	14,499
Commercial	40.9	56.4	10,208
Cash	0.9	—	226
General Impairment	—	—	(82)
Total	**100.0%**	**69.7**	**24,851**

2 NET ASSET VALUE AND GEARING

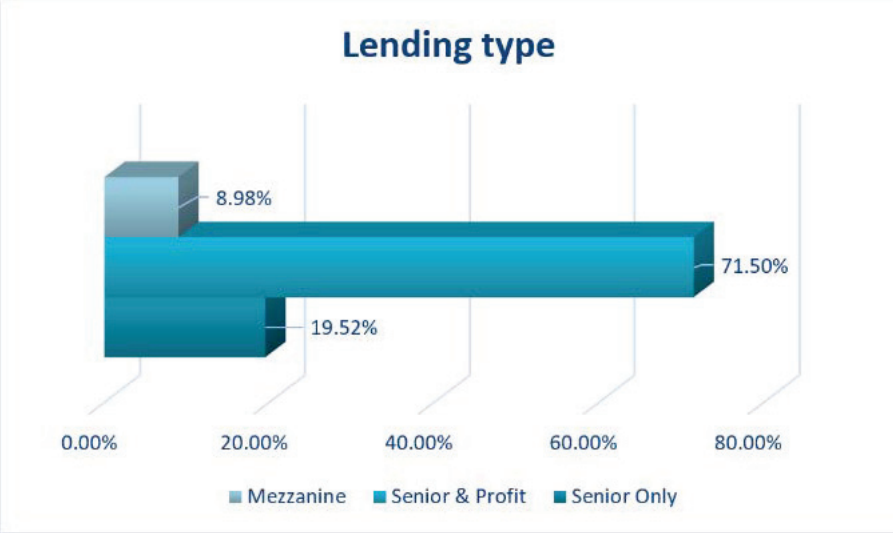
As at 30 November 2025 the unaudited Net Asset Value was approximately £19.35 million and the unaudited Net Asset Value per Ordinary Share was 77.48 pence.

At the date of this document, drawing under the Revolving Credit Facility amounted to £6,978,500, resulting in gearing of 36.1 per cent. of Net Asset Value.

3 PORTFOLIO ANALYSIS

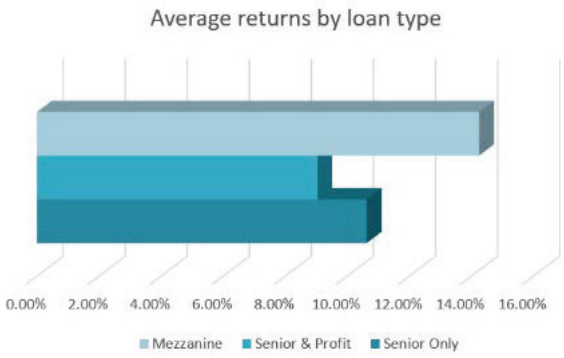
The charts below show the Portfolio by lending type, average returns by loan type and deployment by region as at the date of this Registration Document

Lending type



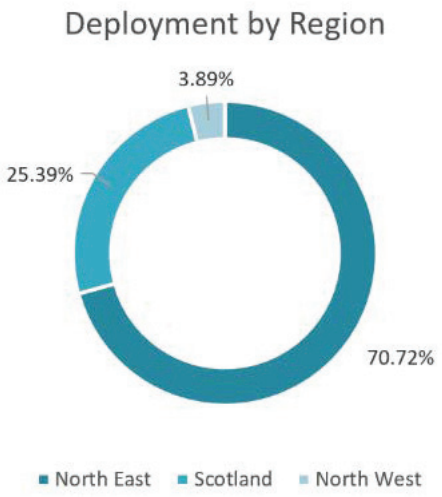
(Source: Investment Adviser)

Average returns by loan type



(Source: Investment Adviser)

Deployment by region



(Source: Investment Adviser)

4 PIPELINE

The Investment Adviser team has identified more than £175 million of available opportunities applicable to the Proposed Investment Objective and Investment Policy (together, the "**Pipeline**").

The table below sets out the time that the Directors (as advised by the Investment Adviser) estimate it will take to invest the net proceeds of the Initial Issue at varying levels of Initial Issue size:

Net proceeds of Initial Issue	Time to be substantially invested
£25 million	0 to 6 months
£55.8 million	3 to 9 months

It is expected that the Company will remain substantially or fully invested thereafter. Shareholders and prospective investors should note that the target returns and dividend yield set out in paragraph 4 of Part 2 of this Registration Document are expected to be achieved only once the net proceeds of the Initial Issue are substantially or fully invested. Subsequent Issues pursuant to the Share Issuance Programme may affect the Company's ability to meet the target returns and dividend yield while the proceeds of such Subsequent Issue are pending investment.

Commercial Property Pipeline

Sector	Asset	Size (sqft)	Expected yield (%)	Estimated investment (£ millions)
Industrial	Multi-let industrial Estate close to A1(M)	203,000	8.7 NIY	10.0
Retail	Retail parade in affluent suburb	23,870	7.2 NIY	3.4
Retail	Single let retail warehouse unit close to City Centre	42,014	7.3 NIY	6.7
Retail	Multi-let trade park	60,705	7.7 NIY	4.1
Office	Multi-let office building	28,697	6.9 NIY	7.0
Office	Single let prime office building	12,033	7.5 NIY	3.6
Office	Mixed use property in secondary location	9,621	9.1 gross	8.8
Office & Leisure	Prime mixed used multi-let office, retail & leisure building	58,853	7.5 NIY 9.2 reversionary	16.7
Industrial	Multi-Let industrial estate with future redevelopment potential	82,740 on 7 acres	7.1 NIY 8.9 reversionary	5.0
Office & Retail	Mixed use multi let office & retail building	15,292	7.3 NIY	5.3
Office	Refurbishment opportunity	31,571	15.0 IRR	5.0
Industrial	Portfolio of 3 modern industrial warehouse/ logistics units	83,653	5.7 NIY 8.0% reversionary	8.3
Industrial	Portfolio of 5 warehouse units	60,973	6.2 NIY 7.8 reversionary	6.4
Retail	Retail Centre	12,813	9.0 NIY	2.1
Office	Mixed use city centre investment	48,634	10.0 NIY	4.0
Office	Mixed use media led asset	51,435	10.3 NIY	6.5
Retail	Prime Retail Investment	26,850	7.0 NIY	6.9
Retail	Prominent Roadside Retail Park	44,466	7.5 NIY	7.8
Office	Multi Let office building	52,237	8.2 NIY	8.4
Office	Out of town offices	55,803	10.3 NIY	8.4
Retail	Retail Park Investment	99,849	8.0 NIY	12.0
Leisure	Modern leisure investment	72,275	10.2 NIY	12.6
Leisure	Landmark city centre leisure investment	235,288	10.0 NIY	15.7
Retail	Single let Prime city centre retail unit on main pedestrianised shopping street	4,422	7.2 NIY	2.6
			Total	**177.3**

Debt Lending Pipeline

TOCFM provide the current investment strategy under the Existing Investment Objective and Investment Policy, having arranged lending of almost £90m since inception of the Company. This successful strategy will be expanded upon following a successful fundraise.

Residential Property Pipeline

Individual residential opportunities are not included in the Pipeline as there are multiple residential properties in the market at all times and sales are concluded within shorter timeframes meaning that many of the opportunities available at the time of this Registration Document are unlikely to remain available for a prolonged period after Initial Admission. The Company believes, as advised by Homes or Houses that it is expected that the typical purchase price per unit (inclusive of transaction costs) will be c.£91,500 for private residential properties and c.£84,000 for supported housing properties.

Completion by the Company in any of its Pipeline opportunities is subject, among other things, to the Investment Adviser completing satisfactory due diligence and documentation and the Company having sufficient cash resources available. Any such investments will also be subject to agreement having been reached between the Company, the Investment Adviser and the relevant counterparty as to the terms of such investment.

The Company's cash resources will derive from (i) income and capital receipts from the Portfolio, (ii) the Initial Net Proceeds and Net Proceeds of Subsequent Issues, neither of which are underwritten, (iii) income and capital receipts from investments acquired with such Net Proceeds or by way of reinvestment of cash resources, and (iv) available drawings under the Revolving Credit Facility from time to time up to its expiry date of 27 August 2026. The Company will repay its Revolving Credit Facility by its expiry date and will meet its working capital requirements as they fall due from income and capital receipts from the Portfolio. The Directors intend to use the Initial Net Proceeds, which are not underwritten, to repay the Revolving Credit Facility, to purchase investments which are consistent with the Proposed Investment Objective and Investment Policy and to meet working capital requirements as they fall due.

There can be no assurance that any of these Pipeline opportunities will be completed or will be purchased or funded by the Company. The Company will, in any event, continue to evaluate other potential acquisitions in accordance with the Proposed Investment Objective and Investment Policy, should it be approved by Shareholders.

5 STRATEGY AND INVESTMENT PROCESS[7]

Opportunity origination

The Investment Adviser is appointed to advise the Company on the strategic direction and oversight of the Company's investments. The Investment Adviser has full discretion to adopt any internal controls that it considers reasonably necessary to undertake those services and fully anticipates adopting the processes set out herein. The Investment Adviser will present the Company with investment opportunities that fall within the Company's investment objective and investment policy. Such opportunities will cover all three investment strategies, providing that the Investment Policy Resolution is approved by Shareholders. The Investment Adviser will also present the Company with any proposals regarding divestments. The Asset Managers are obliged to grant the Company the first opportunity to purchase, lease or otherwise deal in any opportunities that are made available to the relevant Asset Manager in North Yorkshire, County Durham, Northumberland, Tyne and Wear, Cumbria and (in the case of TOCFM) Scotland.

The Company will assess the opportunities sourced by the Investment Adviser and its appointed Asset Managers. Opportunities are sourced through, a network of intermediaries, introducers, and existing clients. The stages below cover the process for all three investment strategies.

Stage 1 – Project overview

For debt lending, the first stage of the investment process is for a standardised form to be prepared based on conversations and information provided by the prospective borrower/introducer. This is a project summary capturing the key information.

For commercial and residential real estate, this may be prior to any negotiations with the vendor and before a price has been established. The initial approval process will be approval to proceed to detailed negotiations and preparation of the business case.

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[7] The stated strategy and investment process includes the strategy and investment process in connection with the commercial and residential property strategies under the Proposed Investment Objective and Investment Policy. Should Shareholders not approve the Proposed Investment Objective and Investment Policy, the strategy and investment process will be followed for debt lending only.

Stage 2 – Investment Committee review and approval

The project overview will be considered in the first instance by the Investment Adviser's investment committee (the "**Investment Committee**"). This will be an initial review of the project in terms of risk, reward, timeframe, sector and ensuring that the project will suitably sit within the existing investment framework of the Company. This also ensures that the project is consistent with the Company's investment objective and policy.

The Investment Committee will appraise the project on the basis of the level of detail provided in the project overview. Following this initial review, should the project be deemed suitable, in principle, to be held by the Company, then approval will be decided by majority vote.

The Investment Committee currently consists of Andrew Cawkwell (Chair of the Investment Committee), Ian McElroy, Brendan O'Grady and Matt Higgins.

Stage 3 – Preliminary review

Debt lending

The Investment Adviser will then prepare a DD1 form which will build upon the Pre-DD1 and feedback from the Investment Committee to explore the potential opportunity including any relevant financial model, analysis of the proposed debt structure (if any), the return rationale and any other material information.

The preliminary review is focused on the following matters with the aim of providing the Investment Committee with sufficient information to issue an approval in principle by the end of the review:

- *demonstrable track record*: the Company focus will be on projects promoted by experienced developers with a strong track record. If this cannot be demonstrated to the levels required, then further action is required. This may include the demand for further security;
- *appropriate credit checks*: for debt funded projects, TOCFM will conduct thorough credit checks on all borrowers, including the underlying individual shareholders in any corporate vehicle, utilising third party credit check services, a thorough check of Companies House information and previous bank statements where applicable;
- *physical site visit and meeting with the project team*: TOCFM will visit the actual physical site of any project and meet the project team before the proposal is put forward to the Investment Committee for approval in principle in Stage 4;
- *appropriate financial model and business plan*: TOCFM will review the financial model and business plan provided by the project team ahead of further financial appraisal; and
- *initial valuation of security*: if a full Red Book RICS valuation is not available at this stage, TOCFM will arrange for a desktop valuation to be undertaken and conduct its own research in relation to potential issues, including planning, renovation and insurance.

Commercial real estate

The preliminary review is undertaken once a deal is agreed in principle and heads of terms have been agreed. This will include obtaining approval to instruct solicitors, undertake due diligence including a valuation and any necessary surveys which will have a cost implication. At this stage the following will be submitted for approval:

- *heads of terms:* as agreed with the vendor on a subject to contract basis;
- *appropriate financial model and business plan*: the Investment Adviser will review the financial model and business plan provided by the relevant Asset Manager; and
- *due diligence budget*: this will set out the expected level of expenditure to be undertaken during the due diligence process including expected legal costs.

Residential real estate

Opportunities will be sourced through, open market, off-market connections and auction houses. In addition a network of intermediaries, introducers, probate solicitors and repossessing banks via appointed estate agencies will be used where appropriate. All opportunities are assessed through the same three stage process.

Stage 1

This includes, but is not limited to:

- *property address and type*
- *asking price*
- *title*
- *leasehold years remaining (if applicable)*
- *service charge/ground rent annual amounts (if applicable)*
- *any potential liabilities (such as any major works identified)*
- *last sold price and similar sold properties*
- *attainable rents*

Stage 2

A physical assessment is carried out through arranged attendance at the property with any appropriate qualified professionals and/or tradespersons to provide expert opinions, where required.

Stage 3

Full assessment of:

- value via:
  - in-house historical data;
  - comparable pricing;
  - yield calculation;
  - financial model to include costs – legal, SDLT, capex, professional fees;
- capex required to achieve the UK government's Decent Home Standard Compliance;
- exit strategy

Stage 4 – Investment Committee approval in principle

The information obtained during the preliminary review will be submitted to the Investment Committee for approval. This will be an 'approval in principle', with final approval being subject to suitable due diligence.

Any decision to proceed with a project opportunity will require the majority consent of the Investment Committee.

Stage 5 – Heads of terms and due diligence

Debt lending

Following the approval in principle of the project by the Investment Committee TOCFM will move to agree non-binding heads of terms in relation to any potential investment, which will typically include a formal due diligence period. The Investment Adviser will keep the Investment Committee informed during this process. These heads of terms will remain in place throughout the formal due diligence period, until either completion of funding provision or the termination of the investment opportunity.

The borrowers will be required to sign the heads of terms and place funds on account to cover the cost of any due diligence procedures which it completes. The borrowers and/or the directors of the borrowers will also provide an indemnity for all costs incurred in this part of the process.

The Company will not be liable for unsuccessful deal costs.

The aim of the due diligence period is to evaluate fully all investment opportunities and assess project risks the Investment Adviser believes are material to the project being a success. Typical due diligence will include:

- RICS Red Book valuation;
- initial review of the build costs and build program by a third party quantity surveying firm;

- sales reports from estate agents where applicable;
- certificate of title reports over the security from appointed law firms;
- planning reports from planning experts where applicable; and
- life insurance and/or keyman insurance where applicable.

TOCFM's criteria may change depending on the nature of a specific project and the level of security proposed by the borrower. TOCFM will generally look to take senior security over a proposed investment opportunity. There may be circumstances where the borrower has already provided senior security to another lender (for example, to a bank in respect of an existing facility). TOCFM may then look to take subordinated security, subject to sufficient cover of the Company's facility and accrued interest should the borrower default.

If TOCFM believes that a borrower's business plan is not deliverable (for example, where it believes that the borrower is unlikely to repay the loan, or where the Investment Adviser is unable to achieve a satisfactory level of security) it will decline the proposed investment opportunity.

Commercial Real Estate

During the due diligence process, the transaction will remain 'subject to contract, Investment Adviser's and lender approval'. Once all legal documents are in agreed form, a final paper will be prepared requesting Investment Adviser approval to complete the transaction. This final Board paper will give details of any issues identified during the due diligence process, confirmation of surveys and valuations undertaken and if there have been any adjustments to price or any other terms of the transaction. A further 'pre-onboarding' report will be prepared looking at immediate management set up, together with final details of any funding arrangements and updated cash flows. Broadoak will prepare both the paper and the pre-onboarding report.

The due diligence process will include a review of lease lengths and the identity and covenant strength of existing tenants will be undertaken to assess future stability of income. If any third party borrowing is anticipated, an assessment will be provided showing the ratio of interest repayments to income together with potential downside risk.

Residential Real Estate

Following approval in principle by the Investment Committee, Homes or Houses will commence direct negotiations with vendors and/or any associated agents or companies to finalise and agree upon memoranda of sale or purchase for single properties. Individual residential properties will be negotiated under this process and subsequently submitted to the Investment Committee for approval in batches of ten.

Place opening offer and commence negotiations.

When an offer is agreed, further legal due diligence is continued throughout conveyancing to legal completion for assessment of:

- title;
- existing lease length (if applicable);
- identity and covenant strength of existing tenants (if applicable);
- boundaries;
- rights of way;
- shared areas;
- adopted roads;
- covenants;
- full searches – local/water/mining/environmental and specialist as recommended by legal team; and
- guarantees and warranties.

If any third party borrowing is anticipated, an assessment will be provided showing the ratio of interest repayments to income together with potential downside risk.

The offer price may be adjusted to reflect undeclared items or insufficient warranty/guarantees where required. Indemnity policies will be assessed as appropriate with legal advice if required for any issues raised during conveyancing.

The offer may be withdrawn at any time during conveyancing if material facts discovered deem it necessary to do so, which may incur aborted transaction costs.

The Investment Adviser will keep the Investment Committee informed during the process.

Stage 6 – Investment Committee final approval

Following conclusion of the initial due diligence process, a final submission of the project (a DD2 form in relation to debt lending) will be made to the Investment Committee. This submission will provide an update on the project, highlighting any material changes from the initial preliminary review.

The Investment Committee shall issue a final approval notice if they are satisfied, by way of majority, that the proposed project meets the investment objective and policy of the Company.

Stage 7 – Board review and approval

All projects will also require the approval of the Independent Directors. In addition, the Independent Directors will, at all times, have the ability to comment on any investments, and will be informed of all pending transactions before completion.

Portfolios comprising multiple residential properties will be submitted to the Independent Directors for approval prior to the commencement of any negotiations, in accordance with Stage 7 of the investment process and the residential real estate strategy outlined in the Proposed Investment Objective and Investment Policy.

Stage 8 – Investment execution

Following final approval by the Independent Directors, the Investment Adviser will facilitate, or oversee the facilitation of, completion of the transaction through the provision of the following services:

- negotiating the final forms of all transaction documents. The Investment Adviser shall ensure that the Company has sufficient information rights to ensure that the Company can comply with its on-going regulatory obligations, including under the UK Listing Rules and UK MAR;
- ensuring appropriate insurance is put in place; and
- establishing the relevant company structure (if applicable) and necessary bank accounts.

Stage 8 – Monitoring

Debt Lending

The Investment Adviser will monitor all projects post completion. Where appropriate, for example where third party project monitors will be engaged on behalf of the Company to produce valuation reports on projects where funds are required to be drawdown for works completed, TOCFM will conduct site visits on an ad hoc basis, typically at the same time as the relevant project monitor. At this site visit, TOCFM will review the project in general and gather information from the borrower as to the progress and likelihood of success of the project.

TOCFM will maintain regular contact with each of the borrowing teams to minimise issues/problems with the projects and to confirm everything is progressing in accordance with the plan.

Updates will be provided to the Investment Adviser in accordance with the process set out in stage 10 of the investment process.

Commercial Real Estate

The Investment Adviser will monitor all projects post completion. Broadoak will be in direct day-to-day control in respect of any commercial real estate assets of the Company. It may, if appropriate, appoint agents to deal with certain management services. In that event, the appointed agent will be responsible for reporting to Broadoak. Updates will be provided to the Investment Adviser in accordance with the process set out in stage 10 of the investment process.

Residential Real Estate

The Investment Adviser will monitor all projects post completion. Homes or Houses will monitor all projects post completion to gain full onboarding to the portfolio, ensuring all relevant lock and security elements are handed over and changed where required within 24 hours of legal completion. The property will be assessed to ensure the property reflects that property information/fixture and fittings declarations have been fulfilled, with immediate reference to the conveyancing solicitor if required.

Updates will be provided to the Investment Adviser in accordance with the process set out in stage 10 of the investment process.

Stage 9 – draw down (in respect of debt lending only)

TOCFM will ensure that any drawdown of the agreed loan facility is made only when the borrower has provided sufficient evidence of support for the agreed drawdown amount. Typically this will be supported by a third party quantity surveyor report who will attend the monthly valuation meeting and certify the level of works that have been done.

TOCFM shall agree a maximum loan facility at the outset. This is a non-binding agreement, and puts the emphasis on the borrower to achieve set milestones before further funds are able to be drawn down.

The drawdown of funds shall be phased throughout the term of the project to ensure that drawdown funds are being allocated to agreed project phases in line with a pre-agreed financial appraisal. This ensures that TOCFM, either directly or through its monitoring teams, is able to tightly control how the borrowers allocate funds to the projects.

Stage 10 – Holding and exit strategy

Debt Lending

While it is the intention to hold the Company's investments to maturity, the Company may dispose of investments outside of this timeframe, should an appropriate opportunity arise where, in the Investment Adviser's opinion, the value that could be realised from such disposal would represent a satisfactory return on the initial investment and/or otherwise enhance the value of the Company, taken as a whole.

TOCFM will monitor the underlying properties throughout the term of the loan. Each loan will include contractual protections entitling the Company to obtain the usual enforcement rights if events of default occur and are not remedied.

All loan agreements will have an agreed early repayment date, after which there is no cost for repaying the debt before the facility end date. This is typically set at halfway through the facility period. In any circumstance where the borrowers wish to repay their loan before the early repayment date, then interest will be charged from the early repayment date to the date halfway through the term of the facility.

TOCFM as Asset Manager will be undertaking active asset management of each property. Updates will be provided (i) to the Investment Committee at monthly meetings, (ii) to the Investment Adviser via quarterly reports on the assets dealing with, amongst other things, KPI reporting, income/rent roll, capital expenditure details and prospective pipeline. There will also be fortnightly asset manager meetings between the Asset Managers and the Investment Adviser to discuss current assets, pipeline opportunities, market trends, expenditure and anticipated drawdowns.

Defaults

It is likely that the Investment Adviser, through the monthly project reports, would identify a potential default by the borrower and, in such circumstances, the Investment Adviser would look to take steps restructuring the project with the borrower to avoid a default. Should a borrower default, TOCFM would look to impose the default rate of interest under the relevant facility agreement and work with the borrower as a matter of urgency to rectify the situation and find a solution that will allow the project to continue and stabilise.

If, in the view of the Investment Adviser, the project is not able to be brought to a position of stability, then TOCFM would enforce the Company's security, interests, realise the borrower's

underlying assets and apply the proceeds towards the payment of the loan to the extent that it is able to do so.

In this instance, the Investment Adviser would notify the Administrator of the expected shortfall and provide all relevant supporting information and, where appropriate, the Administrator would recognise a capital and/or interest impairment in the Company's financial statements. The Investment Adviser would also update the Company's forward-looking cashflow projections to reflect the revised loan repayment profile in order to enable a reassessment of the Company's liquidity position and funding requirements.

Commercial Real Estate

Broadoak as Asset Manager will be undertaking active asset management of each property. Updates will be provided (i) to the Investment Committee at monthly meetings, (ii) to the Investment Adviser via quarterly reports on the assets dealing with, amongst other things, KPI reporting, income/rent roll, capital expenditure details and prospective pipeline. There will also be fortnightly asset manager meetings between the Asset Managers and the Investment Adviser to discuss current assets, pipeline opportunities, market trends, expenditure and anticipated drawdowns.

Broadoak will be responsible for implementing the business plan and will report on performance compared to business plan, identifying and rectifying any issues that occur.

Residential Real Estate

Homes or Houses as Asset Manager will be undertaking active asset management of each residential property. Updates will be provided (i) to the Investment Committee at monthly meetings, (ii) to the Investment Adviser via quarterly reports on the assets dealing with, amongst other things, KPI reporting, income/rent roll, capital expenditure details and prospective pipeline. There will also be fortnightly asset manager meetings between the Asset Managers and the Investment Adviser to discuss current assets, pipeline opportunities, market trends, expenditure and anticipated drawdowns. Homes or Houses will be responsible for implementing the business plan and will report on performance compared to business plan, identifying and rectifying any issues that occur.

Exit strategy

While it is the Company's intention to hold the properties long term, the Company may dispose of investments outside of this timeframe, should an appropriate market opportunity arise where, in the Investment Adviser's opinion, the value that could be realised from such disposal would represent a satisfactory return on the initial investment and/or otherwise enhance the value of the Company, taken as a whole. The unanimous approval of the Independent Directors must be sought prior to any disposal.

The Investment Adviser will monitor the underlying properties consistently with annual assessment and consistent market assessment as part of usual business.

6 CO-INVESTMENT ARRANGEMENTS

The Company may invest alongside other accounts managed by the Investment Adviser in various investments. Where the Company makes any such co-investments they will be made on no worse economic terms as those offered to other accounts managed by the Investment Adviser.

PART 4

INVESTMENT OPPORTUNITY AND OUTLOOK

1 INVESTMENT OPPORTUNITY

There is a new era dawning in the North East of England with strong political and economic tailwinds driving regional investment. Political devolution and recent cornerstone investments are expected to deliver a transformative period of growth that will help drive the regional real estate sector.

The Company offers investors an established regional property fund with access to North East investment opportunities. The Company provides access to an experienced and proven team. The Investment Adviser and Asset Managers are based in the North East with an established track record and a deep knowledge of the local market. The expanded team adds capacity for growth in key real estate markets. The Company will deploy patient, purposeful capital that the Investment Adviser believes will help power the region.

The Company has a strong track record with c.£90 million deployed across 43 projects since 2017, helping to support over an estimated 12,000 jobs and has delivered a gross development value of more than £280 million. This has been focused on senior secured lending supporting property development and SMEs. There have been 26 loan exits since inception, with gross loan IRR's averaging 9.5% on loans written and exited since June 2018, with such loans actively contributing to regional regeneration, job creation, and economic growth.

The Company is now seeking to evolve from a real estate lending fund to a multi-real estate platform with three distinct deployment strategies: Real Estate Lending, Commercial Real Estate and Residential Real Estate.

Real Estate Lending

A strong pipeline built from origination from longstanding, established relationships with key local brokers, professionals and developers in an active regional mid-scale development sector.

Deploying senior secured loans, alongside bridging and subordinated loans with typical loan terms between 1 and 5 years, interest rates up to 12 per cent. with blended loan-to-value of c.75 per cent.

Diversified exposure across:

- regional residential housebuilding;
- small to medium commercial property development; and
- direct sale-and-leaseback vehicles.

Commercial real estate

Local expertise in the experienced asset management team can identify attractive opportunities in the region. The commercial real estate investment sector has been challenging across the UK and globally due to several factors including for example, post-Covid office occupancy trends, changes in retail demand due to e-commerce and accelerating obsolescence due to corporate and regulatory demand for the transition to net zero. This has led to a trend of falling commercial real estate values and increased redemptions putting pressure on some existing funds. This has resulted in buy-side and pricing opportunities emerging in the region. Against this, demand for the right product remains, which is evidenced by strong rental growth in some sectors. A locally based asset manager aggregating medium sized assets can deliver value across key markets by implementing active asset management strategies. Such asset managers can also deliver value by targeting assets with:

- strong tenants and income profiles;
- clear asset management potential (lease-ups, refurbishments, repositioning);
- opportunities for environmental upgrades and rent increase.

Funds will be deployed via a pipeline of on and off-market acquisitions and the portfolio diversified by size, location and use class (office, logistics, etc.).

Residential real estate

The North East offers local pricing advantage with some of the most affordable housing in England. The asset management team delivers operational expertise with more than 90 years' experience in the residential property market.

A predominant allocation of properties will be leased to supported housing providers including registered providers and registered charities. In Homes or Houses' experience, they have found that supported housing offers attractive covenants, low voids and lower management costs.

The balance will be deployed in the private rented sector which offers potential capital appreciation and professional tenant quality.

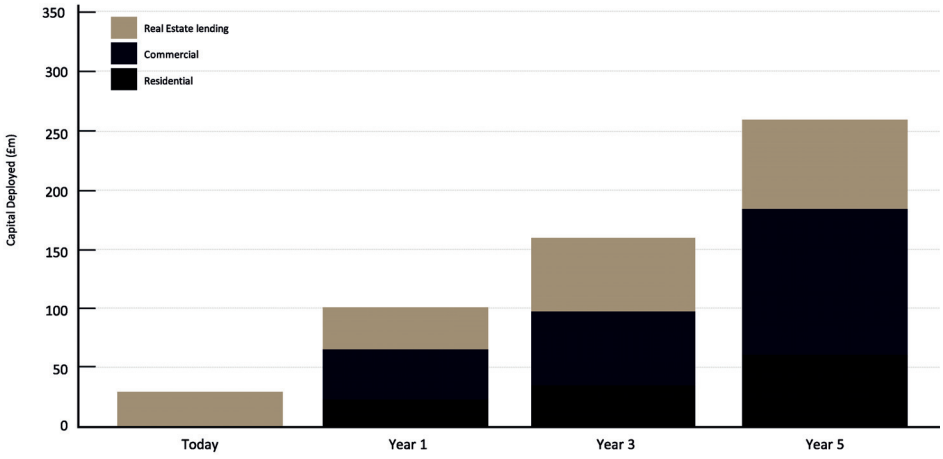
Changes in legislation mean that there are opportunities for sector consolidation and increased professionalisation in the regional residential rental market.

Delivering attractive total returns over the medium to long term

The Company's differentiated, place-based investment strategy will drive both returns and meaningful economic and social outcomes as part of one of the UK's most dynamic regional growth stories. The Company is seeking to evolve to become a regional real estate investment platform, providing investors with further access to North East opportunities.

In addition, the Directors believe that the Company is ideally placed to capitalise on investment opportunities with deep local roots and proven access to regional opportunities and an investment policy closely aligned with the region's post-devolution priorities (should the Proposed Investment Objective and Investment Policy be approved by Shareholders).

Should Shareholders approve the Proposed Investment Objective and Investment Policy, the Company is seeking to increase its assets under management to £300 million in 5 years (c.£100 million year one, c.£200 million year three). The Company's projected portfolio build-up, demonstrating its capital deployment plans and strategic asset allocation is set out below:



The Company also seeks to make a difference to the communities in which it operates. By 2030 the Company aims to:

- support 12,000 new jobs across the North East;
- provide 720 homes to the supported sector;
- make a meaningful contribution towards the region's net zero aspirations;
- establish a Develop North Foundation to help deliver social impact to our communities; and
- work closely with established partners: Changing Lives, Moving On, Newcastle United Foundation, Community Foundation North East and others.

2 OUTLOOK

The North East is a region on the rise with devolution and major investments already transforming the economic landscape.

Political devolution in the North East, announced in January 2023, led to the creation of the North East Combined Authority in May 2024, representing more than 1.9 million people in County Durham, Gateshead, Newcastle, North Tyneside, Northumberland, South Tyneside and Sunderland. The authority is led by a directly elected mayor. This authority has new powers over transport, housing, skills, and an investment fund aimed at inclusive growth and productivity improvements.

Political devolution has delivered a step change in joined up politics, scale of ambition and alignment of delivery mechanisms. c.£5.15 billion devolution deals (covering the North East Combined Authority and Teesside areas) have reshaped the investment landscape. Meaningful control over infrastructure, housing, regeneration and skills funding now sits with local authorities. The North East Combined Authority aim to utilise devolution funding to strengthen the role of industry in the North East in supply chains critical for the UK's national security.

Devolution is the transfer of power by a central government to local or regional administrations and has been a growing trend in recent years.

The North East Combined Authority published their Interim Local Growth Plan in March 2025 which sets out a ten-year strategy to develop the regional economy in six key areas:

- Offshore wind and energy transition;
- Advanced manufacturing including electric vehicles;
- Creative industries and content;
- Life sciences, pharmaceuticals and process industries;
- Tech, digital and AI; and
- Defence, security and space.

Examples of new public sector interventions include:

- £160 million North East investment zone catalysing inward investment;
- NECA North East Investment Fund – £300 million for 470 regional businesses to create 2,300 new jobs;
- £14 billion of opportunities promoted through the North East Combined Authority Local Growth Plan, which recognises the need for holistic support for the local area to create true economic growth for residents, including employment and skills programmes, tackling health inequalities and alleviating child poverty. The region is taking a national lead in clean energy, health innovation and AI.

Three National Innovation Centres for Data, Ageing and Rural Enterprise are all based on the Helix Innovation District in Newcastle and the National Robotics Centre for Offshore Renewable Energy (part of the Offshore Renewable Energy Catapult) is based in Blyth, Northumberland. These national innovation centres mean that new technologies are being developed and new jobs created in the region.

There is also growing political pressure for Local Government Pension Schemes to invest more funds into the UK and local regions. These significant funds could make a real difference to the regional economy.

In the private sector, the North East is attracting large-scale, multi-sector capital inflows. Examples include:

- Legal & General's £200 million investment in Newcastle's Helix Innovation district;
- the Reuben Brothers' £265 million regeneration development of Pilgrim Street, Newcastle, for 10,000+ public and private sector staff (including HMRC and the Department for Work and Pensions);
- Blackstone's investment of £10 billion into an advanced AI data centre campus at Blyth;
- Saudi-based Public Investment Fund's £305 million purchase of a majority stake in Newcastle United;
- The Automotive Energy Supply Corporation's investment of £500 million into a new car battery gigafactory in Sunderland;

- GIC Singapore Sovereign Wealth Fund £425 million acquisition of a majority share in North East UK Land Estates;
- Nissan's £2 billion new investment to produce two new electric vehicle models in Sunderland;
- The £404 million Sunderland Riverside development, which attracted private investment;
- BP / Equinor £8 billion carbon capture investment at Teeside; and
- Spanish investor, Aena's acquisition of stake in Newcastle Airport as part of £270 million deal.

Taken together, the Directors believe that the events and initiatives described above can have a significant and transformational impact on the real estate market in the North East over the medium to long term. It is expected that these investments will help grow the economy and drive demand, including the demand for residential and commercial property and will drive further new development. The three investment strategies that form the Proposed Investment Objective and Investment Policy aim to capture these opportunities.

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 control and supervision of the Investment Adviser. The Board comprises five directors all of whom are non-executive and, save for Ian McElroy, are independent of the Investment Adviser and the Company's 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 Investment Adviser and Administrator, and generally to supervise the conduct of its affairs, with additional meetings arranged as necessary. The audit committee meets at least twice per annum.

The Directors are as follows:

John Newlands (aged 75) (Independent Non-executive Chairman)

John has served more than 20 years in the City, most recently with Brewin Dolphin Limited as Head of Investment Companies Research from 2007 to 2017. He was a member of the Association of Investment Companies Statistics' Committee from 2000 to 2017. He has an MBA from Edinburgh University Business School and is a chartered engineer. John was previously Chair of the Investment Committee of Durham Cathedral. He is currently a director of Gabelli Merchant Partners plc and CQS New City High Yield Fund Limited.

Dr. Sameer Al Ansari (aged 63) (Independent Non-Executive Director and Deputy Chairman)

Sameer has almost 40 years' experience, holding senior leadership roles across a range of sectors including financial services, private equity, healthcare, real estate and digital assets. His career highlights include founding Dubai International Capital, where he served as Executive Chairman and CEO, overseeing $13 billion in assets, and leading Dubai-based investment banking group SHUAA Capital through a successful post-financial crisis recovery as its CEO. Most recently CEO of RAK Digital Assets Oasis, Dr Al-Ansari also holds a number of prominent board positions with organisations including Dubai listed Al Ramz Corporation and TVM Healthcare Partners. He has previously served on the boards of the Dubai International Finance Centre, Dubai Holding, Hawkamah Institute of Corporate Governance and Marjan, the leading developer of Ras Al Khaimah in the United Arab Emirates.

Matthew Harris (aged 57) (Independent Non-executive Director)

Matt is a private equity operating partner and board member. He has sat on a number of boards of private equity-backed companies and provides deal related and ongoing advice to private equity acquirers, both in the UK and around the world. A chartered accountant and M&A specialist, he was previously a transaction services partner at KPMG. Matt is a New Zealander who has spent the majority of his business career based in London.

Ian McElroy (aged 45) (Non-Independent Non-executive Director)

Ian is one of the founding shareholders of Tier One Capital Ltd. Having previously worked in investment management with Gerrard Stockbrokers before moving into financial advice and credit structuring during senior roles with Barclays Wealth, Kleinwort Benson and Coutts. Ian is a Chartered Fellow of the CISI and a Chartered Wealth Manager.

Douglas Noble (aged 72) (Independent Non-executive Director)

Douglas has more than 30 years' private banking experience. He currently holds the position of consultant with Hallcroft Finance where he is assisting Hallcroft in launching their business in Scotland. Previous to this he has held senior executive roles in the banking industry, including the Scottish Head of Private Banking for Barclays, Adam & Company and HBOS. He also launched Bank of Scotland's first ever private banking operation. Douglas holds a law degree from Dundee University, as well as achieving the PCIAM and IMC from the CFA. He is a member of the Chartered Institute of Bankers, Scotland and holds Chartered Banker status.

2 THE INVESTMENT ADVISER

Introduction

The Company has appointed the Investment Adviser pursuant to the Investment Adviser Agreement (and the Amended and Restated Investment Adviser Agreement, conditional upon Shareholder approval of the Investment Policy Resolution), a summary of which is set out at paragraph 6.2 of Part 7 of this Registration Document, under which the Investment Adviser provides investment advisory services to the Company, subject to the overall control and supervision of the Board.

Tier One Capital Ltd was incorporated on 7 March 2012 and launched in its current form upon its authorisation by the FCA in early 2013. Tier One Capital is authorised by the FCA and provides a range of services.

Since the Company's IPO, the Investment Adviser has originated 43 different funding deals totalling c.£90 million. Of these projects, 26 have exited, representing £56.7 million of loans and generating £6.2 million of surplus funds for investors.

The personnel of the Investment Adviser, in addition to Ian McElroy (see above), who are involved in the provision of investment advisory services to the Company are as follows:

Andrew Cawkwell, Chair of Credit Committee

Andrew qualified as a solicitor in 2003 and has previously been a partner at multi office firms Watson Burton LLP and Muckle LLP, specialising in all aspects of contentious and non-contentious insolvency law.

Andrew is a national board director and company secretary of Turnaround Management Association (UK), is a member of R3 and an Associate of the European Association of Certified Turnaround Professionals. He joined a quoted insolvency litigation financing company in May 2019 and was appointed as their non-statutory Chief Operating Officer in February 2025. Andrew acts as Chair of the Credit Committee of the Investment Adviser.

Brendan O'Grady, Fund Manager

Brendan is the fund manager of the Investment Adviser. Before joining the Investment Adviser in 2017, Brendan was the Head of Finance for Gentoo Homes and the Tax and Treasury Manager for the wider Gentoo Group. Prior to this, Brendan worked at Silverfleet Capital where he held a number of senior finance roles for the investment manager and investment funds. Brendan is a chartered accountant, qualifying in London with the Institute of Chartered Accountants of England and Wales and is also an associate member of the Association of Corporate Treasurers.

Matt Higgins, Independent Credit Committee Member

Matt is a Director in the Restructuring Advisory team at FRP Advisory. He is a licensed Insolvency Practitioner and has specialised in restructuring since 2004, following more than 20 years working within banking and invoice finance. Dealing with all aspects of corporate restructuring, Matt's experience includes both formal and informal insolvencies. His sector experience includes charity and not-for-profit, construction and energy. Matt has been appointed as a member of credit committee since December 2024.

Jess Swindells, Credit Committee Observer

Jess has been Managing Director of the Investment Adviser since 2017. Before joining the Investment Adviser, Jess qualified and practiced with international law firm Eversheds Sutherland in both Newcastle and London before becoming a partner at regional top tier law firm Muckle LLP. Jess remains a practising lawyer with more than 20 years' experience specialising in banking and corporate finance. Jess provides the credit committee with commercial and legal support and advice.

Paul Crawley, Credit Committee Observer

Paul is General Counsel for the Investment Adviser, a position that he has held since August 2017. Previously, he was Head of Corporate and Commercial Services for a regional law firm having also worked internationally for a multi-jurisdiction legal and taxation practice in Asia.

In his current role, Paul provides legal counsel to the Investment Adviser's board of directors and senior management and advises on, amongst other things, commercial transactions, real estate

finance, corporate governance and litigation management. Paul provides the credit committee with commercial and legal support and advice.

The Company also has an advisory board, who will assist the Company and the Investment Adviser in the implementation of the Company's Proposed Investment Objective and Investment Policy by providing non-binding strategic advice. The advisory board consists of Jess Swindells (see above) and the following individuals:

Phil Moorhouse, Advisory Board Member

Phil brings extensive board and executive experience and is the former chairman of Newcastle Building Society and was previously Northgate PLC's Managing Director UK.

Joe Docherty, Advisory Board Member

Joe is an experienced executive with a strong background in property and corporate banking. Joe was previously Deputy Chief Executive Officer of Home Group, Chief Executive Officer of Tees Valley Regeneration, Chair of the Board of Durham University (having served three terms) and is currently a trustee of The Esmee Fairbairn Foundation.

Richard McEvoy, Advisory Board Member

Richard brings more than 40 years of experience in corporate banking and serves as a non-executive director and charity trustee. He has held senior roles across lending, process and governance.

Michelle Percy, Advisory Board Member

Michelle is a highly experienced professional with a distinguished record of service on boards and has a strong reputation in the fields of property, regeneration and investment.

The Investment Adviser Agreement

The Company and the Investment Adviser entered into the Investment Adviser Agreement on 10 November 2021, under which the Company has appointed the Investment Adviser to act as the Company's investment adviser to provide certain portfolio management and other services in respect of the Company as its delegate.

Under the existing Investment Adviser Agreement, the Investment Adviser is entitled to receive from the Company an investment adviser fee which is calculated and paid quarterly in arrears at an annual rate of 0.25 per cent. per annum of the prevailing Net Asset Value, if Net Asset Value is less than £100 million and 0.5 per cent. per annum of the prevailing Net Asset Value where Net Asset Value is in excess of £100 million. The Investment Adviser is also entitled to a flat fee of £10,000 plus VAT per annum for providing certain additional services. The Company is also responsible for any costs and out-of-pocked expenses reasonably and properly incurred by the Investment Adviser, as well as all governmental or similar fees, charges, taxes, duties and imposts whatsoever levied on or in respect of the Company or its business.

On 23 October 2023, the Company, the Investment Adviser and Tier One Capital FM Limited ("**TOCFM**") entered into a supplemental agreement to the Investment Adviser Agreement (the "**Supplemental Advisory Agreement**"), pursuant to which certain non-regulated investment advisory services were transferred by the Investment Adviser to TOCFM.

Amendment and restatement

On 16 January 2026, the Company and the Investment Adviser entered into the Amended and Restated Investment Adviser Agreement, with the Investment Adviser's appointment under the Amended and Restated Investment Adviser Agreement being conditional upon Shareholders approving the Investment Policy Resolution (the "**Condition**"). Subject to satisfaction of the Condition:

(a) the Investment Adviser will be granted a new two year term as investment adviser to the Company and thereafter subject to termination on not less than 12 months' written notice by any party (notice not to be served before the expiry of such new two year term);

(b) the annual fee payable by the Company to the Investment Adviser will change, such that the Investment Adviser will be entitled to an amount equal to 0.35 per cent. per annum of Net Asset Value; and

(c) the Investment Adviser shall become entitled to a payment equal to one per cent. of the Company's Net Asset Value minus any fees payable to the Investment Adviser pursuant to its notice period on or prior to any person or group of persons acting in concert acquiring control of the Company (save where such control is acquired by (i) the Investment Adviser or its affiliates (including members of the Investment Adviser's group), (ii) any entity providing asset management services to the Company or its affiliates, or (iii) any person or entity acting in concert (as defined in the Takeover Code) with any of the entities listed in (i) or (ii)). The NAV used for the calculation shall be the prevailing NAV at the time of completion of such disposal.

The Investment Adviser shall also be entitled to grant consent to any Asset Manager for any general expenditure up to £10,000 in relation to any potential investment.

The fees receivable by the Investment Adviser, any member of the Investment Adviser's group, Tier One Capital Financial Services Limited ("**TOCFS**") and any member of TOCFS' group (including TOCFM) under the Investment Adviser Agreement, the Investment Adviser Commission Agreement and the TOCFM Asset Management Agreement (including, for the avoidance of doubt, fees receivable from a borrower, guarantor and/or obligor (or anything analogous to) limited only to any arrangement fees, extension fees and/or interest payable) are capped, on a rolling twelve month basis, at an aggregate amount equal to 4.99 per cent. of NAV per annum assessed at the time of each payment and any fees payable under the Investment Adviser Agreement shall, at the discretion of the Company, be reduced and/or rebated to reflect that capped amount (the **"Fee Cap**"). The Company shall consult with the Investment Adviser in good faith and will take reasonable account of its views with respect to any reductions or rebates.

The previous fee arrangement whereby the Investment Adviser shall be entitled to 0.5 per cent. per annum of the prevailing Net Asset Value where Net Asset Value is in excess of £100 million will no longer be part of the agreement, however the entitlement to a flat fee of £10,000 plus VAT per annum for providing certain additional services will be retained.

Investment Adviser Commission Agreement

On 16 January 2026, the Company and the Investment Adviser entered into the Investment Adviser Commission Agreement, pursuant to which the Investment Adviser will receive commission for arranging investments in the Company by potential investors in connection with a fundraise conducted by the Company. The commission payable by the Company to the Investment Adviser is, subject to the Fee Cap, 2.0 per cent. of the total sum of each investment in the Company by an investor that has been arranged by the Investment Adviser. The Investment Adviser shall also be entitled to receive a commission payment equal to 0.25 per cent. of the total funds raised pursuant to a fundraise undertaken by the Company.

For a period of 24 months following the termination of the Investment Adviser Commission Agreement, the Company shall pay the Investment Adviser a fee of 2.25 per cent. of the amount raised by the Company from investors whose previous investments in the Company had been arranged by the Investment Adviser.

3 THE ASSET MANAGERS

Introduction

The Company has appointed each of Broadoak, Homes or Houses and TOCFM pursuant to the Broadoak Asset Management Agreement, Homes or Houses Asset Management Agreement and TOCFM Asset Management Agreement respectively, under which each of the Asset Managers will provide asset management services to the Company in respect of the Proposed Investment Objective and Investment Policy should Shareholders such policy at the General Meeting. A summary of each agreement is set out in paragraphs 6.3, 6.4 and 6.5 of Part 7 of this Registration Document.

Broadoak Asset Management

Broadoak will act as the Asset Manager in respect of the Company's commercial property portfolio.

The Broadoak team has more than 120 years of combined professional experience with some of the largest organisations. The team has collectively developed, during their time at Broadoak and in previous roles, more than 1 million square feet, leased in excess of 2 million square feet and managed more than £700 million of commercial property assets. Broadoak is based in Newcastle

and was established by Fergus Trim in 2014. Lead directors Fergus Trim and John Seager will lead the team working on the commercial property strategy of the Company's portfolio.

The Broadoak team has won several awards over the years for the environments it has created in its commercial schemes. Awards have included North East deal of the year in 2020, the RICS North East Commercial award, the Corporate Responsibility and Environment award at the Tyneside Business Awards, a Business in the Community award presented in London by King Charles III and won Insider North East Specialist Property Consultancy of the Year in 2025.

Over recent years the Broadoak team has managed more than £700 million of commercial assets for clients including Tritax, Cerberus, Equiom, Newcastle City Council and Siglion. Broadoak has leased in excess of 2 million square feet to occupiers including Tesco Bank, Greggs, Balfour Beatty, Sitel, Ocado and Capita.

The Broadoak team has worked with national and international investors as a trusted local delivery partner. Broadoak offers a blend of vision, experience, teamwork to develop and execute investment strategies. Broadoak offers a personalised service with senior resource providing an on the ground service and depth of local market knowledge. Broadoak creates value for its clients and improves property performance through hands-on management and targeted value-add initiatives. Broadoak's efforts have resulted both in higher returns for its investors, better environments for its occupiers as well as assets that have created jobs and economic opportunities for local communities.

The personnel of Broadoak, who are involved in the provision of asset management services to the Company are as follows:

Fergus Trim MRICS Director

With more than 30 years' experience in both London and Newcastle, working with some of the largest investors, property owners and occupiers, Fergus is passionate about maximising property value through active asset management, development management, place making, regeneration, acquisitions, disposals and attracting major occupiers, with a particular focus on inward investment, delivering value and cost effective solutions through strategic advice and effectively implementing business plans.

Fergus has a track record of successfully leading teams and creating value on projects across various property sector, having held varied roles and bring a wide range of experience that can add significant value. These roles have included asset manager, developer and office agent. With a prominent profile in the North East property and wider business community, Fergus is well connected and has sat on the Regional Council of the CBI and is a steering group member of Developing Consensus (the North East property industry group).

John Seager MRICS – Director

John works at the intersection of the public and private sector to unlock investment and deliver ambitious regeneration, placemaking, and asset management projects across the North East. With 30 years of experience, he has held senior leadership roles overseeing multi-disciplinary teams to deliver complex schemes that are as commercially sound as they are socially meaningful. John leads on a number of exciting projects including the Newcastle Helix Innovation district, a variety of city centre cultural developments and Newcastle's Grainger Market.

John thrives on building partnerships with forward-thinking investors, developers, and public bodies who share a vision for places with purpose, energy, and longevity — across all asset classes. He is hugely proud to be a Non-Executive Director of Newcastle Centre for Life's Property Company, improvisation comedy charity Boho Arts and Gateshead Fell Community Football Club.

The Broadoak Asset Management Agreement

The Company, the Investment Adviser and Broadoak entered into the Broadoak Asset Management Agreement on 16 January 2026, pursuant to which Broadoak has been appointed to act as an asset manager in respect of the commercial property limb of the Proposed Investment Objective and Investment Policy and to provide day-to-day asset management services to the Company's commercial property assets (subject to Shareholder approval of the Proposed Investment Objective and Investment Policy) and to provide a number of portfolio services, including the identification of potential investment opportunities that fall within the Proposed Investment Objective and Investment Policy.

Broadoak are obliged to grant the Company the first opportunity to purchase, lease or otherwise deal in any opportunities that are made available to it in North Yorkshire, County Durham, Northumberland, Tyne and Wear and Cumbria.

Broadoak's appointment pursuant to the Broadoak Asset Management Agreement is conditional upon (i) the Company raising £10 million pursuant to the Initial Issue and the Share Issuance Programme and (ii) the Company's Net Asset Value reaching £30 million.

Under the Broadoak Asset Management Agreement, Broadoak shall be paid:

(a) where the Company's Net Asset Value is between £30,000,000 and £44,285,600, a fee of £100,000 per annum; or

(b) where the Company's Net Asset Value is in excess of £44,285,600 and less than or equal to £90,000,000, a fee of 0.7 per cent. per annum of the Company's Net Asset Value less £210,000; or

(c) where the Company's Net Asset Value is in excess of £90,000,000, a fee equal to one-third of 1.4 per cent. per annum of the Company's Net Asset Value.

Where the Company's NAV exceeds £100 million, an annual review of the fees will be undertaken and, if applicable, a reallocation applied.

Fees payable to Broadoak under an arrangement where the Company co-invests with another party will be agreed on a case-by-case basis. In any event, Broadoak shall not be entitled to be paid a fee under the Broadoak Asset Management Agreement and separately under a co-investment.

Homes or Houses

Homes or Houses will act as the asset manager in respect of the Company's residential property portfolio.

The Homes or Houses asset management team offers more than 90 years of residential experience. With broad experience in all elements of residential asset management from portfolio building through both the private and supported sectors, Homes or Houses has established relationships with national and global portfolio holders, as well as auction, open market agents, developers and private landlords throughout the North East.

The Homes or Houses team has identified and acquired more than £55 million of residential properties since 2012. It provides full management of apartments, houses, and small residential apartment blocks as power of attorney for all clients. Homes or Houses is one of the first in the lease model to support providers and supports fully private tenants and it has developed working relationships with both the Durham and Gateshead local authorities.

Jackie Fitzgerald – Founder and Director

With more than 30 years of investment experience both in the UK and overseas, Jackie has broad experience in identifying and negotiating residential property, on behalf of both local investors and those investors positioned in various locations around the world.

Jackie is from the North East and understands the market and its opportunities deeply, having promoted the North East globally for the last 14 years specifically to investors based outside of the region and the UK. Jackie acts as an advocate for buyers in a vendor centric environment, holding positions of trust with her private and institutional clients in identifying market anomalies, value creation, and consistent, compliant management.

Jackie leads a team providing property acquisition, property management and property refurbishment and maintenance throughout the region. Homes or Houses was one of the earliest advocates of acquisition in the investor service market in 2013 and a proud early member of the National Asset Protection and Standards Assessment.

The Homes or Houses Asset Management Agreement

The Company, the Investment Adviser and Homes or Houses entered into the Homes or Houses Asset Management Agreement on 16 January 2026, pursuant to which Homes or Houses has been appointed to act as an asset manager in respect of the residential property limb of the Proposed Investment Objective and Investment Policy and to provide day-to-day asset management services

to the Company's residential property assets (subject to Shareholder approval of the Proposed Investment Objective and Investment Policy) and to provide a number of portfolio services, including the identification of potential investment opportunities that fall within the Proposed Investment Objective and Investment Policy.

Homes or Houses are obliged to grant the Company the first opportunity to purchase, lease or otherwise deal in any opportunities that are made available to it in North Yorkshire, County Durham, Northumberland, Tyne and Wear and Cumbria.

Homes or Houses' appointment pursuant to the Homes or Houses Asset Management Agreement is conditional upon (i) the Company raising £10 million pursuant to the Initial Issue and the Share Issuance Programme and (ii) the Company's Net Asset Value reaching £30 million.

Under the Homes or Houses Asset Management Agreement, Homes or Houses shall be paid:

(a) where the Company's Net Asset Value is between £30,000,000 and £44,285,600, a fee of £100,000 per annum; or

(b) where the Company's Net Asset Value is in excess of £44,285,600 and less than or equal to £90,000,000, a fee of 0.7 per cent. per annum of the Company's Net Asset Value less £210,000; or

(c) where the Company's Net Asset Value is in excess of £90,000,000, a fee equal to one-third of 1.4 per cent. per annum of the Company's Net Asset Value.

Where the Company's NAV exceeds £100 million, an annual review of the fees will be undertaken and, if applicable, a reallocation applied.

Fees payable to Homes or Houses under an arrangement where the Company co-invests with another party will be agreed on a case-by-case basis. In any event, Homes or Houses shall not be entitled to be both paid a fee under the Homes or Houses Asset Management Agreement and separately under a co-investment.

Tier One Capital FM Limited

TOCFM will act as the asset manager in respect of the Company's debt lending portfolio.

TOCFM was incorporated on 4 January 2023 and provides certain non-regulated investment advisory services to the Company pursuant to the supplemental agreement to the Investment Adviser Agreement.

The personnel of TOCFM, who will be involved in the provision of services under the TOCFM Asset Management Agreement with the Company are Brendan O'Grady and Paul Crawley (see biographies above in paragraph 2 of Part 5 of this Registration Document).

The TOCFM Asset Management Agreement

The Company, the Investment Adviser and TOCFM entered into the TOCFM Asset Management Agreement on 16 January 2026, pursuant to which TOCFM has been appointed to act as an asset manager in respect of the real estate lending limb of the Proposed Investment Objective and Investment Policy and to provide day-to-day asset management services to the Company's real estate lending assets (subject to Shareholder approval of the Proposed Investment Objective and Investment Policy) and to provide a number of portfolio services, including the identification of potential investment opportunities that fall within the Proposed Investment Objective and Investment Policy.

TOCFM are obliged to grant the Company the first opportunity to purchase, lease or otherwise deal in any opportunities that are made available to it in North Yorkshire, County Durham, Northumberland, Tyne and Wear, Cumbria and Scotland.

TOCFM's appointment pursuant to the TOCFM Asset Management Agreement is conditional upon (i) the Company raising £10 million pursuant to the Initial Issue and the Share Issuance Programme and (ii) the Company's Net Asset Value reaching £30 million.

Under the TOCFM Asset Management Agreement, TOCFM shall be paid:

(d) where the Company's Net Asset Value is less than £90 million, no fee shall be payable; or

(e) where the Company's Net Asset Value is in excess of £90,000,000, a fee equal to one-third of 1.4 per cent. per annum of the Company's Net Asset Value.

Where the Company's NAV exceeds £100 million, an annual review of the fees will be undertaken and, if applicable, a reallocation applied. The fees described above are subject to the Fee Cap.

TOCFM shall not be prohibited from receiving any fees payable by a borrower or potential borrower or third party in respect of any loan entered into before the date of the TOCFM Asset Management Agreement or a future potential loan.

TOCFM borrower fees

TOCFM currently receives, in connection with existing loans in the portfolio, fees paid by borrowers:

(a) a margin of up to 20 per cent. of interest paid by borrowers in connection with TOCFM acting as facility agent;

(b) 100 per cent. of any arrangement fee;

(c) a fee between 0 and 1 per cent. of the loan balance in connection with any loan extensions;

(d) a fee to cover legal expenses and administrative work carried out by TOCFM in connection with a loan.

For future loans, TOCFM will be entitled to receive from each borrower:

(a) where NAV is less than £90 million, a margin of up to 20 per cent. of interest paid by the borrower in connection with TOCFM acting as facility agent;

(b) where NAV is less than or equal to £30 million, TOCFM shall be entitled to retain all arrangement fees and shall be responsible for the payment of any broker or introducer fee (if any);

(c) where NAV exceeds £30 million:

  a. where the arrangement fee is 2.5 per cent. of the new loan, an arrangement fee equal to 0.75 per cent. of the new loan shall be payable to the Company; and

  b. where the arrangement fee is more or less than 2.5 per cent. of the new loan, such arrangement fee as is agreed between the Company and TOCFM provided that any such fee shall, so far as practicable, be on no materially worse commercial terms for the Company;

(d) a fee between 0 and 1 per cent. of the loan balance in connection with any loan extensions;

(e) a fee to cover legal expenses and administrative work carried out by TOCFM in connection with a loan.

Each of the above fees due to TOCFM is paid (and is expected to be paid) to TOCFM directly by the relevant borrower. The fees described above are subject to the Fee Cap. The Investment Adviser previously received these fees in connection with historic loans, prior to TOCFM being the party that acted as facility agent and security trustee of new loans from 2023 (under the Supplemental Advisory Agreement).

Prospective borrowers also pay (and are expected to pay in the future) a non-refundable £10,000 application fee. If the relevant deal proceeds to completion, such application fee is deducted from the arrangement fee.

Fees payable to TOCFM under an arrangement where the Company co-invests with another party will be agreed on a case-by-case basis. In any event, TOCFM shall not be entitled to be paid a fee under the TOCFM Asset Management Agreement and separately under a co-investment.

The fees receivable by TOCFM, the Investment Adviser, any member of the Investment Adviser's group, TOCFS and any member of TOCFS' group (including TOCFM) under the TOCFM Asset Management Agreement (including, for the avoidance of doubt, fees receivable from a borrower, guarantor and/or obligor (or anything analogous to) limited only to any arrangement fees, extension fees and/or interest payable), the Investment Adviser Agreement and the Investment Adviser Commission Agreement are capped, on a rolling twelve month basis, at an aggregate amount equal to 4.99 per cent. of NAV per annum assessed at the time of each payment and any fees payable

under the TOCFM Asset Management Agreement shall, at the discretion of the Company, be reduced and/or rebated to reflect that capped amount. The Company shall consult with TOCFM in good faith and will take reasonable account of its views with respect to any reductions or rebates.

4 OTHER ARRANGEMENTS

4.1 *Administrator and Company Secretary*

Apex Fund Administration Services (UK) Limited is responsible for the day to day administration and company secretarial functions of the Company (including but not limited to the maintenance of the Company's accounting records, the calculation of a quarterly Net Asset Value and the production of the Company's annual and interim report). Prospective investors should note that it is not possible for the Administrator to provide any investment advice to investors.

The Administrator is responsible for monitoring regulatory compliance of the Company and providing support to the corporate governance process of the Company and the Company's continuing obligations under UK MAR and the Disclosure Guidance and Transparency Rules.

Under the terms of the administration and company secretarial services agreement, Apex Fund Administration Services (UK) Limited currently receives an annual fee from the Company of ££88,480 per annum (increased yearly in accordance with inflation) and 0.075 per cent. of the proportion of the value of the Company's total assets which is in excess of £60 million.

4.2 *Registrar*

The Company utilises the services of Computershare Investor Services plc as registrar to the transfer and settlement of Shares. 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 on-boarding, filings or changes. The current annual minimum fee is £5,450 (exclusive of VAT). In addition, the Registrar is entitled to certain other fees for ad hoc services rendered from time to time.

4.3 *Auditor*

MHA Audit Services LLP provides audit services to the Company. The annual report and accounts will be prepared according to the accounting standards laid out under UK IFRS. 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; there is therefore no maximum amount payable under the Auditor's engagement letter.

4.4 *Receiving Agent*

The Company has appointed Computershare Investor Services PLC to act as the Company's receiving agent for the purposes of the Initial Issue pursuant to the Receiving Agent Agreement.

Details of the Receiving Agent Agreement are set out in paragraph 6.7 of Part 7 of this Registration Document.

5 FEES AND EXPENSES

5.1 **Expenses of the Initial Issue**

The Company has incurred and will incur fixed issue expenses that arise from, or are incidental to, the publication of this Registration Document, the Summary and the Securities Note and the launch of Initial Issue of approximately £544,000. These expenses include legal and advisory fees, printing and other applicable expenses. Furthermore, the Company will incur variable costs and commissions of approximately 2.8 per cent. of the Initial Gross Proceeds.

It is expected that the costs and expenses of issuing Ordinary Shares under the Initial Issue will be covered by issuing such Ordinary Shares at the Issue Price of 81.6 pence per Ordinary Share, being a premium of 5.3 per cent. to the unaudited Net Asset Value of 77.48 pence per Ordinary Share as at 30 November 2025. The Issue Price also reflects the first dividend to which holders of the new Ordinary Shares issued pursuant to the Initial Issue will be entitled, being the first interim dividend (if declared) in respect of the year ending 30 November 2026. Should the number of Ordinary Shares issued pursuant to the Initial Issue be such that the total premium to the prevailing Net Asset Value be insufficient to cover the costs and expenses of the Initial Issue, any shortfall will be borne by the Company.

Should the Initial Issue not proceed any costs and expenses borne by the Company that are not conditional on the Initial Issue proceeding will be borne by the Company.

5.2 **Expenses of the Share Issuance Programme**

The issue expenses of the Company relating to the Share Issuance Programme are those that arise from, or are incidental to, the issue of Ordinary Shares and/or C Shares issued pursuant to the Share Issuance Programme and their Subsequent Admission. These include the fees payable in relation to each Subsequent Admission, the Ordinary Shares and/or C Shares issued pursuant to the Share Issuance Programme, including listing fees, as well as the fees and commissions due under the Share Issuance Agreement and any other applicable expenses in relation to the Share Issuance Agreement.

It is expected that the costs and expenses of issuing Ordinary Shares and/or C Shares under the Share Issuance Programme will be covered by issuing such Ordinary Shares and/or C Shares at the Share Issuance Programme Price.

There will be no expenses or taxes specifically charged to investors in the Initial Issue or a Subsequent Issue under the Share Issuance Programme.

5.3 **Ongoing annual expenses**

The Company also incurs ongoing annual expenses which includes fees paid to the Investment Adviser and other service providers as described above in addition to other expenses. The fees and expenses for the Company in respect of the periods from 1 December 2021 to 30 November 2024 can be found in the selected financial information of the Company which can be found in the Historical Financial Information incorporated by reference into this Registration Document by reference as set out in Part 6 of this Registration Document.

6 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 provisions of the AIC Code. The AIC Code addresses the principles and provisions set out in the UK Corporate Governance Code, as well as setting out additional principles and provisions 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 provides 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 UK Listing Rules.

The UK Corporate Governance Code includes provisions relating to:

- the role of the chief executive;
- executive directors' remuneration; and
- the need for an internal audit function.

It is acknowledged in the UK Corporate Governance Code that some of its provisions may not be relevant to externally managed investment companies (such as the Company). The Board does not consider that the above provisions are relevant to the Company. The Company does not therefore comply with these provisions. The AIC Code also includes a provision relating to the appointment of a senior independent director. The Board considers that, as each Director has different strengths and qualities on which they may provide leadership, this provision is not appropriate to the position of the Company.

The Board has established an Audit Committee, a Management Engagement Committee, a Nomination Committee and a Remuneration Committee. These committees undertake specific activities through delegated authority from the Board. Terms of reference for each committee have been adopted and are reviewed on a regular basis by the Board.

Audit Committee

The Company's audit committee comprises of independent non-executive directors and members are appointed by the Board. The Audit Committee consists of John Newlands, Matthew Harris (chair), Douglas Noble and Sameer Al Ansari. It meets at least two times a year. The Board considers that the members of the audit committee have the requisite skills and experience to fulfil the responsibilities of the audit committee. The audit committee will review the effectiveness of the Company's control systems. It will review the half-yearly and annual reports and receives information from the Investment Adviser. It also reviews, among other things, the independence, objectivity, resources and qualification of the external auditor and the effectiveness of the external audit process.

Management Engagement Committee

The Company has a Management Engagement Committee which is chaired by John Newlands and consists of the four independent directors. The Management Engagement Committee meets at least two times per year. The Board considers that the members of the Management Engagement Committee have the requisite skills and experience to fulfil the responsibilities of the Management Engagement Committee. The Management Engagement Committee reviews the appropriateness of the Investment Adviser's continuing appointment, together with the terms and conditions thereof, on an annual basis.

Nomination Committee

The Company has a Nomination Committee, which is chaired by John Newlands and consists of the four independent directors. The Nomination Committee meets at least on an annual basis to, amongst other things, evaluate the Chairman, Board's and individual Directors' performance, review and nominate directorship candidates for any vacancies and consider succession planning.

Remuneration Committee

The Company has a Remuneration Committee, which is chaired by Douglas Noble and consists of the four independent Directors. The Remuneration Committee meets at least on an annual basis to consider the remuneration of the Directors. The Remuneration Committee reviews the remuneration of the Directors to ensure it reflects relevant regulatory requirements, the provisions and recommendations of the AIC Code, remuneration levels across the market for companies of a similar size and to attract and retain desired directors.

7 DIRECTORS' SHARE DEALINGS

The Directors comply and will comply with the share dealing code adopted by the Company in accordance with MAR in relation to their dealings in Shares. The Board is responsible for taking all proper and reasonable steps to ensure compliance with the share dealing code by the Director.

8 EMPLOYEES

The Company may, in the short term, appoint one or more employees to provide certain strategic, fundraising and investor relation services to the Company.

PART 6

FINANCIAL INFORMATION

1. INCORPORATION OF FINANCIAL INFORMATION BY REFERENCE

The Company's annual report and audited financial statements for the financial years ended 30 November 2022 (the "**2022 Annual Report**"), 30 November 2023 (the "**2023 Annual Report**") and 30 November 2024 (the "**2024 Annual Report**", together with the 2022 Annual Report and the 2023 Annual Report the "**Annual Reports**") and the unaudited interim condensed financial information for each of the six month periods ended 31 May 2025 (the "**2025 Interim Report**") and 31 May 2024 (the "**2024 Interim Report**", together with the 2025 Interim Report and the Annual Reports, the "**Financial Reports**") are incorporated by reference into this Registration Document.

The financial statements in the Annual Reports were prepared in accordance with IFRS. The condensed financial statements in the 2025 Interim Report and the 2024 Interim Report were prepared in accordance with FRS 104 'Interim Financial Reporting'.

The financial statements in the Annual Reports were audited by the Auditor. The Auditor's report for the each of the Annual Reports was unqualified, did not include any references to any matters to which the Auditors drew attention by way of emphasis without qualifying their report and did not contain a statement under section 498(2) or 498(3) of the Companies Act.

The 2023 Annual Report contained the following statement regarding going concern:

"*The financial statements have been prepared on an ongoing concern basis. At the forthcoming AGM shareholders are invited to vote on the continuation of the Company. The Board understands that the Investment Adviser has taken soundings of major shareholders and therefore it has a high degree of confidence that this vote will be passed by shareholders; however, the vote is outside the control of the Board and thus, in the context of assessing the future prospects of the Company, it represents a material uncertainty which (if the vote were to be lost) may cast significant doubt upon the ability of the Company to continue as a going concern. The financial statements do not include the adjustments that may be necessary should a positive vote from the shareholders to continue not be received and the Company was not able to continue as a going concern.*"

In its independent auditors' report for the 2023 Annual Report, the Auditor drew attention to the above going concern statement, stating that the continuation vote referred to represented a material uncertainty that may cause doubt of the Company's ability to continue as a going concern. The Auditor further stated that its opinion was not modified in respect of this matter. The continuation vote was passed at the AGM in 2024.

Save for the Annual Reports incorporated by reference in this Part 6, none of the information in this Registration Document has been audited. Unless otherwise indicated, all unaudited financial information relating to the Company contained in this Registration Document has been sourced, without material adjustment, from the internal accounting records of the Company on a basis consistent with the Company's accounting policies.

Where part only of a document is incorporated by reference into this Registration Document, those parts not so incorporated by reference are either not relevant for prospective investors or are covered elsewhere in this Registration Document.

Any statement contained in the Financial Reports 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.

Copies of the Financial Reports have been filed with the FCA. Copies of the Financial Reports may be obtained on the Company's website (https://developnorth.co.uk) or, free of charge, during normal business hours at the Company's registered office (Hamilton Centre, Rodney Way, Chelmsford, CM1 3BY).

2. CROSS REFERENCE TABLE

The Financial Reports have been incorporated in this Registration Document by reference, included the information specified in the tables below.

Nature of information	2022 Annual Report Page no(s).	2023 Annual Report Page no(s).	2024 Annual Report Page no(s).	2024 Interim Report Page no(s).	2025 Interim Report Page no(s).
Independent Auditor's Report	37	*37*	*37*	—	—
Income Statement*	44	*44*	*44*	*10*	*11*
Statement of Financial Position*	45	*45*	*45*	*11*	*12*
Statement of Changes in Equity*	46	*46*	*46*	*12*	*13*
Cash Flow Statement*	47	*47*	*47*	*14*	*15*
Notes to the Financial Statements*	48	*48*	*48*	*15*	*16*
Chairman's Statement	4	*4*	*4*	*2*	*2*
Investment Adviser's Report/Review	8	*8*	*8*	*4*	*5*

* The financial information provided in the 2024 Interim Report and 2025 Interim Report is condensed.

Selected financial information

The key audited figures that summarise the Company's financial condition in respect of: (i) the financial year ended 30 November 2022, (ii) the financial year ended 30 November 2023 and (iii) the financial year ended 30 November 2024, which have been extracted on a straightforward basis without material adjustment from the Annual Reports, are set out in the following table:

	Audited financial statement of the Company for the financial year ended 30 November 2022	Audited financial statement of the Company for the financial year ended 30 November 2023	Audited financial statement of the Company for the financial year ended 30 November 2024	Unaudited condensed financial statement of the Company for the six months ended 31 May 2024	Unaudited condensed financial statement of the Company for the six months ended 31 May 2025
Total assets (£'000)	26,130	20,895	22,177	21,134	23,077
Investments at fair value through profit or loss (£'000)	4,874	3,024	2,899	3,056	2,942
Net assets (£'000)	22,021	20,704	19,936	19,871	19,930
Net asset value per Ordinary Share (sterling pence)	81.79	78.92	79.81	79.55	79.79
Earnings per Share (basic) (sterling pence)	1.90	0.97	4.64	2.38	1.98
Dividends (£'000)	1,077	1,077	1,019	519	500

Operating and financial review

The Financial Reports include, 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.

	Audited financial statement of the Company for the financial year ended 30 November 2022 Page no(s).	Audited financial statement of the Company for the financial year ended 30 November 2023 Page no(s).	Audited financial statement of the Company for the financial year ended 30 November 2024 Page no(s).	Unaudited condensed financial statement of the Company for the six months ended 31 May 2024	Unaudited condensed financial statement of the Company for the six months ended 31 May 2025
Chairman's Statement	4	4	4	2	2
Investment Adviser's Report/Review	8	8	8	4	5

3. LIQUIDITY

As at 31 May 2025, the Company had a revolving credit facility totalling £6 million (with £2.85 million drawn) and its cash balance was £331,856. The Company has sufficient funds to fulfil its current commitments. The Initial Net Proceeds and the Net Proceeds of any Subsequent Issue will be used to fund further acquisitions from the Company's identified pipeline. The Company will repay its Revolving Credit Facility by its expiry date and will meet its working capital requirements as they fall due from income and capital receipts from the Portfolio.

PART 7

GENERAL INFORMATION

1 THE COMPANY

1.1 The Company was incorporated with the name TOC Property Backed Lending Trust PLC in England and Wales on 27 September 2016 with registered number 10395804 as a public company limited by shares under the Companies Act. On 4 May 2022, the Company changed its name to Develop North PLC. The Company's legal entity identifier number is 213800EXPWANYN3NEV68.

1.2 The Company has an indefinite life.

1.3 The registered office and principal place of business of the Company is Hamilton Centre, Rodney Way, Chelmsford, CM1 3BY with telephone number 0191 222 0099.

1.4 The principal legislation under which the Company operates is the Companies Act. As an investment company, the Company is not regulated as a collective investment scheme by the FCA. However, as a Company with its shares admitted to the closed-ended investment funds category of the Official List and to trading on the London Stock Exchange's main market, the Company and the Shareholders are subject to the UK Listing Rules, the Prospectus Regulation Rules or the PRM, the UK Prospectus Regulation, the UK MAR, the Disclosure Guidance and Transparency Rules and the rules of the London Stock Exchange.

1.5 The principal activity of the Company is to invest in a portfolio of development finance loans and following the approval by Shareholders of the Proposed Investment Objective and Investment Policy, commercial and residential real estate investments.

1.6 The Company's accounting period ends on 30 November of each year. The annual report and accounts are prepared in Sterling according to accounting standards laid out under IFRS.

1.7 On 28 September 2016, the Company was granted a certificate under section 761 of the Companies Act entitling it to commence business and to exercise its borrowing powers.

1.8 The Company carries on business as an investment company pursuant to section 833 of the Companies Act.

1.9 The Company is domiciled in England and Wales and does not have any employees and does not own any premises. The Company may, in the short to medium term, appoint one or more employees to provide certain strategic, fundraising and investor relation services to the Company.

1.10 The Company has no subsidiaries or subsidiary undertakings.

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. In summary, the conditions that must be met for approval as an investment trust are:

(a) the Company must not be a close company at any time during any accounting period in which it is approved as an investment trust;

(b) each class of the Company's ordinary share capital is admitted to trading on a regulated market;

(c) the Company must not retain in respect of any accounting period an amount greater than 15 per cent. of its income;

(d) the business of the Company must consist of investing its funds in shares, land or other assets with the aim of spreading investment risk and giving Shareholders the benefit of the results of the management of its funds; and

(e) the Company must not be a venture capital trust or a UK REIT within the meaning of the CTA 2010.

2 SHARE CAPITAL

2.1 The principal legislation under which the Company operates, and under which the Ordinary Shares were created, is the Companies Act. The Ordinary Shares are denominated in Sterling.

2.2 The issued share capital of the Company as at 30 November 2022 was 26,924,063 Ordinary Shares.

2.3 The following changes in the share capital of the Company have taken place between 1 December 2022 and the date of this Registration Document:

(a) 689,838 Ordinary Shares were purchased by the Company into treasury on 22 November 2023 pursuant to a share buyback programme;

(b) 436,532 Ordinary Shares were purchased by the Company into treasury on 8 December 2023 pursuant to a share buyback programme;

(c) 20,834 Ordinary Shares were purchased by the Company into treasury on 13 December 2023 pursuant to a share buyback programme;

(d) 81,037 Ordinary Shares were purchased by the Company into treasury on 18 December 2023 pursuant to a share buyback programme;

(e) 27,966 Ordinary Shares were purchased by the Company into treasury on 21 December 2023 pursuant to a share buyback programme;

(f) 518,260 Ordinary Shares were purchased by the Company into treasury on 12 April 2024 pursuant to a share buyback programme;

(g) 148,163 Ordinary Shares were purchased by the Company into treasury on 12 April 2024 pursuant to a share buyback programme; and

(h) 23,232 Ordinary Shares were purchased by the Company into treasury on 15 April 2024 pursuant to a share buyback programme.

2.4 The Company's share capital as at 15 January 2026 (being the latest practicable date prior to the publication of this Registration Document) was 26,924,063 Ordinary Shares with 1,945,862 Ordinary Shares held in treasury. As at 15 January 2026, the total number of voting rights was 24,978,201. The Company has no C Shares in issue.

2.5 At the annual general meeting of the Company held on 1 May 2025, the following resolutions of the Company were passed:

(a) the Directors were generally and unconditionally authorised in accordance with Section 551 of the Companies Act to exercise all the powers of the Company to allot shares in the Company or grant rights to subscribe for or convert any security into shares in the Company up to an aggregate nominal amount of £49,956 provided that the authority shall, unless renewed, varied or revoked by the Company on 1 August 2025 or, if earlier, the date of the next annual general meeting of the Company, save that the Company may, before such expiry, make offers or agreements which would or might require shares in the Company to be allotted or rights to subscribe for or convert any securities into shares in the Company to be granted and the Directors may allot shares in the Company or grant rights to subscribe for or convert any security into shares in the Company in pursuance of such offer or agreement notwithstanding that the authority conferred is expired;

(b) that in accordance with Section 570 of the Companies Act, the Directors be authorised to allot equity securities for cash under the authority referred to in paragraph 2.5(a) above and/or to sell Ordinary Shares held by the Company as treasury shares as if Section 561 of the Act did not apply to any such allotment or sale, provided that such authority shall be limited to the allotment of equity securities or sale of treasury shares up to an aggregate nominal amount of £49,956 provided that the authority granted will, unless renewed, varied or revoked by the Company, expire at the conclusion of the Company's next annual general meeting or, if earlier, at the close of business on 1 August 2025, save that the Company may, before such expiry make offers or agreements which would or might require equity securities to be allotted (or treasury shares to be sold) after the

authority expires and the Directors may allot equity securities (or sell treasury shares) in pursuance of any such offer or agreement as if the authority had not expired; and

(c) the Company was 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 the maximum number of Ordinary Shares authorised to be purchased is 3,744,232. The minimum price which may be paid for an Ordinary Share is £0.01. The maximum price which may be paid for an Ordinary Share must not be more than the higher of (i) 5 per cent. above the average of the mid-market value of the Ordinary Shares for the five Business Days before the purchase is made, and (ii) the higher of (a) the price of the last independent trade and (b) the higher of the last independent trade and the highest current independent bid for Ordinary Shares. Such authority will expire on the earlier of the conclusion of the annual general meeting of the Company and the expiry of 15 months from the passing of the resolution, save that the Company may, before the expiry of the authority granted by the resolution, enter into a contract to purchase Ordinary Shares which will or may be executed wholly or partly after the expiry of such authority.

2.6 At the Company's General Meeting expected to be held on 18 February 2026, the following resolutions of the Company will be considered:

(a) subject to the Shareholders approving the Proposed Investment Objective and Investment Policy, the Directors be generally and unconditionally authorised pursuant to and in accordance with section 551 of the Companies Act, to exercise all powers of the Company to allot, in aggregate, up to 368 million Ordinary Shares and/or C Shares in connection with the Initial Issue and the Share Issuance Programme, such authority to expire on 15 January 2027 (unless previously revoked or varied 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 and/or C Shares to be allotted after the expiry of such authority and the Directors may allot Ordinary Shares and/or C Shares in pursuance of such an offer or agreement as if the authority conferred hereby had not expired;

(b) subject to the passing of the above resolution, the Directors be and are hereby empowered pursuant to sections 570 and 573 of the Act to allot up to 368 million Ordinary Shares and/or C Shares for cash and sell Ordinary Shares and/or C Shares from treasury for cash pursuant to the authority referred to in the resolution above as if section 561 of the Companies Act did not apply to any such allotment or sale provided that this authority shall expire on 15 January 2027 (unless previously revoked or varied 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 and/or C Shares to be allotted or sold from treasury after the expiry of such authority and the Directors may allot Ordinary Shares and/or C Shares in pursuance of such an offer or agreement as if the authority conferred hereby had not expired;

(c) the Proposed Investment Objective and Investment Policy be and is hereby adopted as the investment objective and investment policy of the Company to the exclusion of the existing investment objective and investment policy of the Company;

(d) that, in addition to the authority conferred by paragraph 2.6(a) above, the Directors be generally and unconditionally authorised pursuant to and in accordance with section 551 of the Companies Act, to exercise all powers of the Company to allot, up to 4,995,600 Ordinary Shares provided that this authority shall expire (unless renewed, varied or revoked by the Company in general meeting) on the earlier of the conclusion of the next annual general meeting of the Company and 1 August 2026 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 after the expiry of such authority and the Directors may allot Ordinary Shares in pursuance of such an offer or agreement as if the authority conferred hereby had not expired;

(e) subject to the passing of the above resolution and in addition to the authority conferred by paragraph 2.6(b), the Directors be and are hereby empowered pursuant to sections

570 and 573 of the Act to allot up to 4,995,600 Ordinary Shares for cash or by way of the sale of Ordinary Shares from treasury for cash pursuant to the authority referred to in the resolution above as if section 561 of the Companies Act did not apply to any such allotment or sale provided that this authority shall expire on the earlier of the conclusion of the next annual general meeting of the Company and 1 August 2026 (unless previously revoked or varied 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 from treasury after the expiry of such authority and the Directors may allot Ordinary Shares in pursuance of such an offer or agreement as if the authority conferred hereby had not expired;

(f) the Directors be and are hereby empowered to, 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 the maximum number of Ordinary Shares authorised to be purchased is 14.99 per cent. of the Ordinary Shares in issue immediately following Initial Admission. The minimum price which may be paid for an Ordinary Share is £0.01. The maximum price (exclusive of expenses) which may be paid for an Ordinary Share must not be more than the higher of (i) 5 per cent. above the average of the mid-market quotations for the five Business Days before the purchase is made, and (ii) the higher of (a) the price of the last independent trade and (b) the highest current independent bid for Ordinary Shares on the trading venue where the purchase is carried out. Such authority will expire on the earlier of the conclusion of the annual general meeting of the Company to be held in 2026, and 1 August 2026, save that the Company may contract to purchase Ordinary Shares under the authority thereby conferred prior to the expiry of such authority, which contract will or may be executed wholly or partly after the expiry of such authority and may purchase Ordinary Shares in pursuance of such contract;

(g) the Directors be and are hereby empowered to, 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 and/or C Shares provided that the maximum number of Ordinary Shares and/or C Shares authorised to be purchased is 14.99 per cent. of the Ordinary Shares and/or C Shares in issue immediately following a Subsequent Admission. The minimum price which may be paid for an Ordinary Share or a C Share is £0.01. The maximum price (exclusive of expenses) which may be paid for an Ordinary Share or C Share must not be more than the higher of (i) 5 per cent. above the average of the mid-market quotations (for Ordinary Shares or C Shares, as applicable) for the five Business Days before the purchase is made, and (ii) the higher of (a) the price of the last independent trade (of an Ordinary Share or C Share, as applicable) and (b) the highest current independent bid for Ordinary Shares or C Shares (as applicable) on the trading venue where the purchase is carried out. Such authority will expire on the earlier of the conclusion of the annual general meeting of the Company to be held in 2026, and 1 August 2026, save that the Company may contract to purchase Ordinary Shares and/or C Shares under the authority thereby conferred prior to the expiry of such authority, which contract will or may be executed wholly or partly after the expiry of such authority and may purchase Ordinary Shares and/or C Shares in pursuance of such contract; and

(h) the New Articles be adopted in substitution for, and to the exclusion of, the Articles.

2.7 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 mentioned in paragraphs 2.5(b), 2.6(b) and 2.6(e) or as otherwise disapplied by the Company.

2.8 In accordance with the power granted to the Directors by the Articles, it is expected that the Ordinary Shares to be issued pursuant to the Initial Issue will be allotted (conditionally upon Initial Admission) pursuant to a resolution of the Board to be passed shortly before Initial Admission in accordance with the Companies Act and any Ordinary Shares and/or C Shares to be issued pursuant to the Share Issuance Programme will be allotted (conditionally upon

the relevant Subsequent Admission) pursuant to a resolution of the Board to be passed shortly before the relevant admission in accordance with the Companies Act.

2.9 Save as disclosed in this paragraph 2, 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 no such issue is now proposed.

2.10 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.

2.11 All of the Shares will be in registered form and will be eligible for settlement in CREST. Temporary documents of title will not be issued.

2.12 There are no restrictions on the free transferability of the Shares, subject to compliance with applicable securities law.

2.13 Applicants who have signed and returned an Application Form in respect of the Initial 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.

2.14 Intermediaries who have submitted applications in respect of the Retail Offer may not withdraw such applications for Ordinary Shares subject to the statutory rights of withdrawal in the event of the publication of a supplementary prospectus.

3 INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

3.1 As at 15 January 2026 (being the latest practicable date prior to the publication of this Registration Document), the Directors held the following interests (beneficial or non-beneficial) in the share capital of the Company:

Director	Number of Ordinary Shares	Percentage of issued ordinary share capital
John Newlands	*5,000*	*0.02*
Matthew Harris	*60,724*	*0.23*
Douglas Noble	*8,600*	*0.03*
Ian McElroy	*74,005*	*0.27*
Dr Sameer Al Ansari	—	—

3.2 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 by either party in accordance with the Articles and on three months' written notice. 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.

3.3 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. With effect from 1 April 2025, the Chairman's and Deputy Chairman's fees are £40,000 per annum. The Chair of the Audit Committee receives £30,000 per annum. The fees for each non-executive Director are £30,000. The Directors are also entitled to out-of-pocket expenses incurred in the proper performance of their duties. The aggregate remuneration of the Directors in respect of the financial period ended 30 November 2024 was £85,000.

3.4 No amount has been set aside or accrued by the Company to provide pensions, retirement or other similar benefits.

3.5 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 1 December 2021.

3.6 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.

3.7 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:

Name	Current	Previous
John Newlands	CQS New City High Yield Fund Limited Gabelli Merchant Partners plc	Investment Committee of Durham Cathedral
Dr Sameer Al Ansari	Interpolitan Money (DIFC) Limited Al Ramz Corporation Investment & Development PJSC TVM Capital Healthcare Partners Limited P E Plus Capital Advisors	Eureeka RAK International Corporate Centre RAK Digital Assets Oasis Marjan LLC
Matthew Harris	Waterloo Street BPRA Property Fund LLP Brompton Advisory Ltd Sphinx Holdco B.V. Ignite Topco BV Rev Up N.V. Aristotle Topco Limited Aristotle Midco Limited Aristotle Newco Limited Aristotle Bidco LLC Thesis Holdings LLC Thesis America Ltd Thesis Canada Corp Thesis France SAS Thesis Systems UK Limited Student Management US Inc Dynamo 365 Midco Limited Dynamo365 Bidco Ltd	Taconic Midco Ltd Harbinger Custodian Self Storage Holding Limited The Store Room Limited Harbinger Group Holdings Limited Transform Topco Ltd Taconic Limited Agility CIS Limited
Ian McElroy	Richmond House Holdings Ltd Tier One Capital Financial Services Limited Tier One Capital FM Limited Tier One Capital Holdings Limited Tier One Capital Ltd Tier One Capital Wealth Management Limited Vela Wealth Limited	—
Douglas Noble	—	Jigsaw Lending Ltd

3.8 The Directors in the five years before the date of this Registration Document:

(a) do not have any convictions in relation to fraudulent offences;

(b) have not been associated with any bankruptcies, receiverships or liquidations 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

(c) 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.

3.9 So far as is known to the Company, and which is notifiable under the Disclosure Guidance and Transparency Rules, as at 15 January 2026 (being the latest practicable date prior to the publication of this Registration Document), the following persons held, directly or indirectly, three per cent. or more of the issued Ordinary Shares or the Company's voting rights:

Name	Number of Ordinary Shares	Percentage of voting rights (%)
Preston's Transport Limited	1,649,646	6.60
Mr R Thompson	1,638,000	6.56
Mr Peter Hartley Jasper	1,433,790	5.74

3.10 All Shareholders of the same class have the same voting rights in respect of the share capital of the Company.

3.11 As at 15 January 2026 (being the latest practicable date prior to the publication of this Registration Document), 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.

3.12 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.

3.13 Save for the arrangements in the Amended and Restated Investment Adviser Agreement, the TOCFM Asset Management Agreement and the Investment Adviser Commission Agreement and as disclosed in: (i) note 15 of the 2022 Annual Report, (ii) note 15 from the 2023 Annual Report, (iii) note 9 from the 2024 Interim Report, (iv) note 15 of the 2024 Annual Report and (v) note 9 of the 2025 Interim Report (which are incorporated by reference into this Registration Document), there are no 'related party transactions' (within the meaning of IFRS) required to be disclosed under the accounting standards applicable to the Company, to which the Company was a party during the period of the Historical Financial Information and up to the date of this Registration Document.

3.14 As at the date of this Registration Document, save for those described in paragraph 11 of Part 2 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.

3.15 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

(a) 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 to any suspension or abrogation of voting rights pursuant to the Articles, at any general meeting, every member who is present in person shall, on a show of hands, have one vote, every proxy who has been appointed by a member entitled to vote on the resolution shall, on a

show of hands, have one vote and every member present in person or by proxy shall, on a poll, have one vote for each share of which he is a holder. A shareholder entitled to more than one vote need not, if he votes, use all his votes or vest all the votes he 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.

(b) Unless the Board otherwise determines, no member shall be entitled to receive any dividends or be present and vote at a general meeting or a separate general meeting of the holders of any class of shares, either in person or (save as proxy for another member) by proxy, or be reckoned in a quorum, or to exercise any other right or privilege as a member in respect of a share held by him, unless and until he shall have paid all calls for the time being due and 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 him to the Company or if he, or any other person whom the Company reasonably believes to be interested in such shares, has been issued with a notice pursuant to the Companies Act requiring such person to provide information about his interests in the Company's shares and has failed in relation to any such shares to give the Company the required information within 14 days.

(c) For so long as the UK Listing Rules apply to the Company and require a vote of the members to be undertaken, only those members who hold Ordinary Shares shall be entitled to vote on the resolution to be proposed in accordance with the relevant provisions of the UK Listing Rules, save that should the UK Listing Rules require that only independent shareholders be entitled to vote, any member who exercises or controls either on its own or together with any person with whom it is acting in concert, 30 per cent. or more of the Ordinary Shares shall not be entitled to vote on the resolution of independent shareholders to be proposed in accordance with the relevant provisions of the UK Listing Rules.

4.3 **Dividends**

(a) Subject to the provisions of the Companies Act and of the Articles, the Company may by ordinary resolution declare dividends to be paid to members according to their respective rights and interests in the profits of the Company. However, no dividend shall exceed the amount recommended by the Board.

(b) 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.

(c) 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.

(d) 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.

(e) The Board may also, with the prior authority of an ordinary resolution of the Company and subject to the Articles and such terms and conditions as the Board may determine, offer to holders of shares the right to elect to receive shares of the same class, 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.

(f) 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 by the Company if such shares represent at least 0.25 per cent. 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 interests in the Company's shares and has failed to supply the required information within 14 days. Furthermore such a holder shall not be entitled to elect to receive shares instead of a dividend.

4.4 **Winding up**

(a) If the Company is wound up the liquidator may, with the sanction of a special resolution and any other sanction required by law and subject to the Companies Act, divide among the shareholders in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the shareholders or different classes of shareholders. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the shareholders as he 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.

(b) The Directors are required to propose on ordinary resolution that the Company continue its business as presently constituted (the "Continuation Resolution") at the annual general meeting of the Company to be held in 2024; and at each third annual general meeting of the Company thereafter. If any Continuation Resolution is not passed, the Directors will formulate proposals to be put to Shareholders to reconstruct, reorganise or wind-up the Company.

(c) Subject to the passing of the resolution at the General Meeting to adopt the New Articles, in substitution for the provision set out in paragraph 4.4(b) above, the Directors will be required to propose an ordinary resolution that the Company continue its business as presently constituted (the "Continuation Resolution") at the annual general meeting of the Company to be held in 2028; and at each third annual general meeting of the Company thereafter. If any Continuation Resolution is not passed, the Directors will formulate proposals to be put to Shareholders to reconstruct, reorganise or wind-up the Company.

4.5 Transfer of shares

(a) Subject to such of the restrictions in the Articles as may be applicable, each member may transfer all or any of his 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 shall 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 shall be deemed to remain the holder of such share until the name of the transferee is entered in the register of members.

(b) 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:

(a) it is in respect of a share which is fully paid up;

(b) it is in respect of only one class of shares;

(c) it is in favour of a single transferee or not more than four joint transferees;

(d) it is duly stamped (if so required); and

(e) 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 or, if the transfer or renunciation is executed by some other person on his 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 Uncertificated Securities Regulations 2001 (SI 2001 No. 3755) and the relevant system.

(c) 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 interests in the Company's shares, has failed to supply the required information within 14 days and the shares in respect of which such notice has been served represent at least 0.25 per cent. in nominal value of their class, unless the member is not himself 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.

(d) 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.

(e) 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.

(f) 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. Code; or (ii) would or might result in the Company and/or its shares and/or any of its appointed investment managers (including for the avoidance of doubt its alternative investment fund manager or any delegate of its alternative investment fund manager) or investment advisers being required to register or qualify under the U.S. Investment Company Act 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. Code; or (v) creates a significant legal or regulatory issue for the Company under the U.S. Bank Holding Company Act of 1956 (as amended) or regulations or interpretations thereunder; or (vi) would cause the Company adverse consequences under FATCA or any similar law, 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 member concerned to provide promptly to the Company the information), 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(g) 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.

(g) 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 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 Chairman of any such meeting, who may exercise or refrain from exercising them entirely at his discretion. If the notice is not complied with within 21 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).

(h) 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**

(a) 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 duly convened and held in accordance with the Companies Act.

(b) 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, from time to time, by ordinary resolution:

(a) authorise the Directors to increase its share capital by allotting new shares;

(b) consolidate and divide all or any of its share capital into shares of larger nominal amount than its existing shares;

(c) subject to the provisions of the Companies Act, sub-divide its shares or any of them, into shares of smaller nominal amount and may by such resolution determine that, as between the shares resulting from such a sub-division, one or more of the shares may, as compared with the others, have any such preferred, deferred or other special rights or be subject to any such restrictions, as the Company has power to attach to new shares; and

(d) 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**

(a) The Board may convene a general meeting (which is not an annual general meeting) whenever it thinks fit.

(b) A general meeting shall be convened by such notice as may be required by law from time-to-time.

(c) The notice of any general meeting shall include such statements as are required by the Companies Act and shall in any event specify:

(i) whether the meeting is convened as an annual general meeting or any other general meeting;

(ii) the place, the day, and the time of the meeting;

(iii) the general nature of the business to be transacted at the meeting;

(iv) if the meeting is convened to consider a special resolution, the text of the resolution and the intention to propose the resolution as such;

(v) with reasonable prominence, that a member 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 member) more proxies to attend and to speak and vote instead of the member and that a proxy need not also be a member; and

(vi) the address of the website on which the information required by the Companies Act is published.

(d) The notice shall be given to the members (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 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 either by, any person entitled to receive the same, shall not invalidate the proceedings at that meeting.

(e) The right of a member 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.

(f) A Director shall, notwithstanding that he is not a member, 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 Chairman of any general meeting may also invite any person to attend and speak at that meeting if he considers that this will assist in the deliberations of the meeting.

(g) 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 member so entitled or a proxy for a member so entitled or a duly authorised representative of a corporation which is a member 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 member so entitled or a proxy for such sole member so entitled or a duly authorised representative of a corporation which is such sole member so entitled, shall be a quorum. The Chairman 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 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.

(h) A resolution put to a vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result on a show of hands) a poll is duly demanded. Subject to the provisions of the Companies Act, a poll may be demanded by:

(i) the chairman of the meeting;

(ii) at least five members present in person or by proxy having the right to vote on the resolution;

(iii) a member or members representing not less than ten per cent. of the total voting rights of all the members having the right to vote on the resolution (excluding any voting rights attached to shares held as treasury shares); or

(iv) member or members 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 ten per cent. 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).

4.9 **Borrowing powers**

Subject to the provisions of the Companies Act, 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 uncalled capital or any part or parts thereof and 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**

(a) Subject to the provisions of the Companies Act, and to any relevant authority of the Company required by the Companies Act, the Board may allot, grant options over, offer or otherwise deal with or dispose of any new shares or rights to subscribe for or convert any security into shares, at such times and generally on such terms and conditions as the Board may decide, provided that no share shall be issued at a discount.

(b) Subject to the provisions of the Companies Act and to any rights for the time being attached to any existing 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.

(c) The business of the Company shall be managed by the Directors who, subject to the provisions of the Companies Act, 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.

4.11 **Directors' fees**

(a) 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 £400,000 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.

(b) 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.

4.12 **Directors' interests**

(a) The Board may authorise any matter proposed to it in accordance with the Articles which would, if not so authorised, involve a breach by a Director of his 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 (including the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it but 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.

(b) 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 obtains or has obtained otherwise than as a Director of the Company and in respect of which he has a duty of confidentiality to another person. In particular, a Director shall not be in breach of the general duties he owes to the Company under the Companies Act because he fails to disclose any such information to the Board or to use or apply any such information in performing his duties as a Director, or because he absents himself 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.

(c) Provided that his 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 office:

(i) may be a party to or otherwise be interested in any transaction or arrangement with the Company or in which the Company is otherwise interested;

(ii) may hold any other office or place of profit under the Company (except that of auditor of the Company or any of its subsidiaries);

(iii) may act by himself or through his 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;

(iv) 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 any powers of appointment; and

(v) 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 or arrangement or from any interest in any body corporate. No such transaction or arrangement 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 duty not to accept benefits from third parties.

(d) 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 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.

(e) 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.

4.13 **Restrictions on Directors voting**

(a) 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 has an interest which is to his knowledge a material interest and, if he purports to do so, his vote shall not be counted, but this prohibition shall not apply in respect of any resolution concerning any one or more of the following matters:

(i) any transaction or arrangement in which he is interested by means of an interest in shares, debentures or other securities or otherwise in or through the Company;

(ii) 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;

(iii) 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 has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;

(iv) the giving of any other indemnity where all other Directors are also being offered indemnities on substantially the same terms;

(v) 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 is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate;

(vi) any proposal concerning any other body corporate in which he does not to his knowledge have an interest (as the term is used in Part 22 of the Companies Act) in one per cent. or more of the issued equity share capital of any class of such body corporate (calculated exclusively of any shares of that class in that company held as treasury shares) nor to his knowledge holds one per cent. or more of the voting rights which he holds as shareholder or through his direct or indirect holding of financial instruments (within the meaning of the Disclosure Guidance and Transparency Rules) in such body corporate;

(vii) 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;

(viii) 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;

(ix) 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

(x) any transaction or arrangement in respect of which his interest, or the interest of Directors generally has been authorised by ordinary resolution.

(b) A Director shall not vote or be counted in the quorum on any resolution of the Board or committee of the Board concerning his own appointment (including fixing or varying the terms of his 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.

4.14 **Number of Directors**

Unless and until otherwise determined by an ordinary resolution of the Company, the number of Directors (other than alternate Directors) shall be not less than two and the number is not subject to a maximum.

4.15 **Directors' appointment and retirement**

Each Director, except any Director appointed by the Board after the notice of that annual general meeting has been given and before the annual general meeting has been held, shall retire from office at each annual general meeting. A Director who retires at an annual general meeting (whether by rotation or otherwise) may, if willing to act, be re-appointed.

4.16 **Untraced shareholders**

Subject to the Articles, the Company may sell any shares registered in the name of a member if and provided that during the period of 12 years immediately prior to the date of the publication of the advertisement of an intention to make such a disposal the Company has paid at least three cash dividends on the shares and no cash dividend payable on the share has either been claimed or cashed. Until the Company can account to the member, 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.

4.17 **Indemnity of Officers**

Subject to the provisions of the Companies Act, but without prejudice to any indemnity to which he may 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).

4.18 **Management Shares**

The Management Shares can be redeemed at any time (subject to the provisions of the Companies Act) by the Company for an amount equal to their nominal value and carry the right to receive a fixed annual dividend equal to 0.01 per cent. of the nominal amount of each of the shares payable on demand. The holders of the Management Shares will not have any right to receive notice of or vote at any general meeting of the Company.

4.19 **C Shares and Deferred Shares**

The rights and restrictions attaching to the C Shares and the Deferred Shares arising on their conversion are summarised below.

(a) The following definitions apply for the purposes of this paragraph only:

"**Calculation Date**" means, in relation to any tranche of C Shares, the earliest of the:

(i) close of business on the date to be determined by the Directors occurring not more than 10 Business Days after the day on which the Manager shall have given notice to the Directors that at least 85 per cent. of the Net Proceeds (or such other percentage as the Directors and Manager shall agree) shall have been invested; or

(ii) close of business on the date falling six calendar months after the allotment of that tranche of C Shares or if such a date is not a Business Day the next following Business Day; or

(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 Shares and Deferred Shares in accordance with paragraph (i) 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 10 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 Share, which is calculated as:

$$\text{Conversion Ratio} = \frac{A}{B}$$

$$A = \frac{C\text{-}D}{E}$$

$$B = \frac{F\text{-}G}{H}$$

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 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 a fair current value for those investments on the relevant Calculation Date 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);

"**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;

"**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 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-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; and

(ii) the value of all other investments of the Company attributable to the Shares (other than investments included in (i) above) calculated by reference to the Directors' belief as to a fair current value for those investments on the relevant Calculation

Date 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 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);

"**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 Shares on the relevant Calculation Date; and

"**H**" is the number of Shares in issue on the relevant Calculation Date (excluding any 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 relating to the C Shares of the relevant tranche and/or to the reasons for the issue of the C Shares of the relevant tranche;

"**Deferred Shares**" means deferred shares of one pence each in the capital of the Company arising on Conversion;

"**Existing Shares**" means the Shares in issue immediately prior to Conversion;

"**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; and

"**Net Proceeds**" means the net cash proceeds of the issue of any tranche of C Shares (after deduction of those commissions and expenses relating thereto and payable by the Company).

References to Shareholders, C shareholders and deferred shareholders should be construed as references to holders for the time being of Shares, C Shares of the relevant tranche and Deferred Shares respectively.

(b) The holders of the 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:

(i) the Deferred Shares (to the extent that any are in issue and extant) shall entitle the holders thereof to a cumulative dividend at a fixed rate of one per cent. of the nominal amount thereof (the "**Deferred Dividend**") on the date six months after the Conversion Date on which such Deferred Shares were created in accordance with paragraph (i) (the "**Relevant Conversion Date**") and on each anniversary of such date payable to the holders thereof on the register of members 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 members 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;

(ii) 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;

(iii) the Existing Shares shall confer the right to dividends declared in accordance with the Articles;

(iv) the 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; and

(v) no dividend or other distribution shall be made or paid by the Company on any of its shares (other than any Deferred Shares for the time being in issue) between any Calculation Date and the relevant Conversion Date (both dates inclusive) and no such dividend shall be declared with a record date falling between any Calculation Date and the relevant Conversion Date (both dates inclusive).

(c) The holders of the Shares, any tranche of C Shares, the Deferred Shares and the Management Shares shall, subject to the provisions of the Articles, have the following rights as to capital:

(i) 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 in aggregate in respect of every one million Deferred Shares (or part thereof) of which they are respectively the holders;

(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 this paragraph (c) the Calculation Date shall be such date as the liquidator may determine; and

(ii) 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 in aggregate in respect of every one million Deferred Shares (or part thereof) of which they are respectively the holders;

(B) secondly, there will be paid 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 Shares.

(d) As regards voting:

(i) 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

(ii) the Deferred Shares shall not carry any right to receive notice of nor to attend or vote at any general meeting of the Company.

(e) The following shall apply to the Deferred Shares:

(i) the C Shares shall be issued on such terms that the Deferred Shares arising upon Conversion (but not the Shares arising on Conversion) may be redeemed by the Company in accordance with the terms set out herein;

(ii) 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 pence for all of the Deferred Shares so redeemed and the notice referred to in paragraph (i)(ii) 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

(iii) 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.

(f) 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:

(i) no alteration shall be made to the Articles;

(ii) 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

(iii) no resolution of the Company shall be passed to wind-up the Company.

(g) 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:

(i) the issue of further 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 Shares); or

(ii) 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).

(h) 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:

(i) 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;

(ii) 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 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

(iii) give appropriate instructions to the Manager to manage the Company's assets so that such undertakings can be complied with by the Company.

(i) 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 Shares and Deferred Shares on the relevant Conversion Date in accordance with the following provisions of this paragraph (i):

(i) the Directors shall procure that within 10 Business Days of the relevant Calculation Date:

(A) the Conversion Ratio as at the relevant Calculation Date and the numbers of 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 (a) above.

(ii) The Directors shall procure that, as soon as practicable following such confirmation and in any event within 10 Business Days of the relevant Calculation Date, a notice is sent to each C shareholder of the relevant tranche advising such C shareholder of the Conversion Date, the Conversion Ratio and the numbers of Shares and Deferred Shares to which such C shareholder of the relevant tranche will be entitled on Conversion.

(iii) On conversion each C Share of the relevant tranche shall automatically subdivide into 10 conversion shares of 1 pence each and such conversion shares of 1 pence each shall automatically convert into such number of Shares and Deferred Shares as shall be necessary to ensure that, upon such Conversion being completed:

(A) the aggregate number of Shares into which the same number of conversion shares of 1 pence 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 Share); and

(B) each conversion share of 1 pence which does not so convert into a Share shall convert into one Deferred Share.

(iv) The 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 Shares and Deferred Shares arising upon Conversion including, without prejudice to the generality of the foregoing, selling any Shares representing such fractional entitlements and retaining the proceeds for the benefit of the Company).

(v) 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 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.

(vi) 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 THE TAKEOVER CODE

5.1 *Mandatory bid*

The Takeover Code applies to the Company. Under Rule 9 of the Takeover Code, if:

(a) 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 per cent. or more of the voting rights in the Company; or

(b) a person who, together with persons acting in concert with him, is interested in not less than 30 per cent. and not more than 50 per cent. 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 per cent. 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 per cent. 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 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 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 16 January 2026 between the Company, the Investment Adviser and Cavendish, pursuant to which, subject to certain conditions, Cavendish has agreed to use reasonable endeavours to procure subscribers for Ordinary Shares and/or C Shares pursuant to any conditional placing of Shares by Cavendish pursuant to any Subsequent Issue and to manage the interaction with Intermediaries under the Retail Offer or a Subsequent Retail Offer under the Share Issuance Programme. The Company has appointed Cavendish as sponsor, corporate broker, placing agent and Retail Offer coordinator to the Company in connection with the Share Issuance Programme.

The Share Issuance Agreement may be terminated by Cavendish in certain customary circumstances.

The obligation of the Company to issue the Ordinary Shares and/or C Shares and the obligations of Cavendish to use its reasonable endeavours to procure subscribers for Ordinary Shares and/or C Shares pursuant to any placing of Shares pursuant to the Share Issuance Programme are conditional upon certain conditions that are typical for an agreement of this nature. Each allotment and issue of Ordinary Shares and/or C Shares pursuant to a Subsequent Issue is conditional, *inter alia*, on (i) the Company complying in all material respects with its obligations under the Share Issuance Agreement to the extent that the same

fall to be performed prior to the relevant Subsequent Admission; and (ii) the Subsequent Admission of the relevant Ordinary Shares and/or C Shares occurring by no later than 8.00 a.m. on such date as the Company and Cavendish may agree from time to time in relation to that Subsequent Admission, not being later than 15 January 2027; (iii) 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 Share Issuance Agreement being wholly unconditional (save as to the relevant Subsequent Admission) and not having been terminated in accordance with its terms prior to the relevant Subsequent Admission.

The Company and the Investment Adviser have given warranties to Cavendish concerning, *inter alia*, the accuracy of the information contained in this Registration Document. The Company and the Investment Adviser have also given indemnities to Cavendish. The warranties and indemnities are standard for an agreement of this nature.

The Share Issuance Agreement provides for Cavendish to be paid a corporate finance fee and commissions in respect of Ordinary Shares and/or C Shares allotted pursuant to the Share Issuance Programme.

Under the Share Issuance Agreement, Cavendish is entitled at its discretion and out of its own resources at any time to rebate to any investor or third party part or all of its fees relating to any Issue and 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 is governed by the laws of England.

6.2 ***Investment Adviser Agreement***

The Company and the Investment Adviser entered into the Investment Adviser Agreement on 10 November 2021 under which the Company has appointed the Investment Adviser to act as the Company's investment adviser to provide certain portfolio management and other services in respect of the Company as its delegate.

Under the existing Investment Adviser Agreement, the Investment Adviser is entitled to receive from the Company an investment adviser fee which is calculated and paid quarterly in arrears at an annual rate of 0.25 per cent. per annum of the prevailing Net Asset Value if Net Asset Value is less than £100 million and 0.5 per cent. per annum of the prevailing Net Asset Value where Net Asset Value is in excess of £100 million. The advisory fees are calculated on the last day of each quarter and are payable quarterly in arrears. The Investment Adviser is also entitled to a flat fee of £10,000 plus VAT per annum for providing certain additional services. The Company is also responsible for any costs and out-of-pocked expenses reasonably and properly incurred by the Investment Adviser, as well as all governmental or similar fees, charges, taxes, duties and imposts whatsoever levied on or in respect of the Company or its business.

On 23 October 2023, the Company, the Investment Adviser and Tier One Capital FM Limited ("**TOCFM**") entered into a supplemental agreement to the Investment Adviser Agreement (the "**Supplemental Advisory Agreement**"), pursuant to which it is anticipated that all investment advisory services provided by the Investment Adviser will be transferred to TOCFM upon TOCFM obtaining the relevant regulatory permissions from the FCA. Certain non-regulated services were transferred by the Investment Adviser to TOCFM from the date of the Supplemental Advisory Agreement.

The Investment Adviser Agreement may be terminated by the Investment Adviser or the Company on not less than 12 months' notice in writing, such notice not to be served until the fifth anniversary of the date of the Investment Adviser Agreement (expiring in November 2026). The Investment Adviser, in the Company's sole discretion, will be entitled to payment in lieu of notice in such circumstances. The Company may terminate the Investment Adviser Agreement with immediate effect (or such longer period as the Company may specify) in the following circumstances:

(a) material breach by the Investment Adviser of the Investment Adviser Agreement;

(b) the appointment of a received, trustee, administrator, liquidator or other similar official in relation to the whole or any substantial part of the undertaking or the assets of the Investment Adviser; or

(c) the Company being required by any regulatory authority to terminate the appointment of the Investment Adviser or the Investment Adviser ceasing to be a person permitted by any applicable law (including FSMA) or regulation to act as such.

The Investment Adviser may terminate the Investment Adviser Agreement with immediate effect (or such longer period as the Company may specify) in the following circumstances:

(a) material breach by the Company of the Investment Adviser Agreement;

(b) a resolution is proposed by the board or passed by shareholders of the Company, which would make changes to the Company's investment objective, investment policy or investment restrictions such that the Investment Adviser (in its reasonable opinion) can no longer meet the service standard requirements;

(c) an order has been made or an effective resolution passed for the winding up of the Company;

(d) the commencement of a liquidation, insolvency, bankruptcy (or similar) proceedings, or the appointment of a receiver, trustee, administrator, liquidator (or similar official) in relation to any substantial part of the undertaking or the assets of the Company, or the Company ceases or threatens to cease or carry on its business; or

(e) the Investment Adviser becomes prohibited by any applicable law or regulation from performing its duties under the Investment Adviser Agreement.

The Company has given certain market standard indemnities, confirmations and undertakings in favour of the Investment Adviser (and TOCFM under the Supplemental Advisory Agreement) in respect of the Investment Adviser's (and TOCFM's) potential losses in carrying on its responsibilities under the Investment Adviser Agreement.

The Investment Adviser Agreement (and Supplemental Advisory Agreement) is governed by and construed in accordance with English law.

Amendment and restatement

On 16 January 2026, the Company and the Investment Adviser entered into the Amended and Restated Investment Adviser Agreement, with the Investment Adviser's appointment under the Amended and Restated Investment Adviser Agreement being conditional upon Shareholders approving the Investment Policy Resolution (the "**Condition**"). Subject to satisfaction of the Condition:

(a) the Investment Adviser will be granted a new two year term as investment adviser to the Company (notice not to be served before the expiry of such two year term);

(b) the annual fee payable by the Company to the Investment Adviser will change, such that the Investment Adviser will be entitled to an amount equal to 0.35 per cent. per annum of Net Asset Value; and

(c) the Investment Adviser shall become entitled to a payment equal to one per cent. of the Company's Net Asset Value minus any fees payable to the Investment Adviser pursuant to its notice period on or prior to any person or group of persons acting in concert acquiring control of the Company (save where such control is acquired by (i) the Investment Adviser or its affiliates (including members of the Investment Adviser's group), (ii) any entity providing asset management services to the Company or its affiliates, or (iii) any person or entity acting in concert (as defined in the Takeover Code) with any of the entities listed in (i) or (ii)). The NAV used for the calculation shall be the prevailing NAV at the time of completion of such disposal.

The Investment Adviser shall also be entitled to grant consent to any Asset Manager for any general expenditure up to £10,000 in relation to any potential investment.

The fees receivable by the Investment Adviser, any member of the Investment Adviser's group, TOCFS and any member of TOCFS' group (including TOCFM) under the Investment Adviser

Agreement, the Investment Adviser Commission Agreement and the TOCFM Asset Management Agreement (including, for the avoidance of doubt, fees receivable from a borrower, guarantor and/or obligor (or anything analogous to) limited only to any arrangement fees, extension fees and/or interest payable) are capped, on a rolling twelve month basis, at an aggregate amount equal to 4.99 per cent. of NAV per annum assessed at the time of each payment and any fees payable under the Investment Adviser Agreement shall, at the discretion of the Company, be reduced and/or rebated to reflect that capped amount. The Company shall consult with the Investment Adviser in good faith and will take reasonable account of its views with respect to any reductions or rebates.

The previous fee arrangement whereby the Investment Adviser shall be entitled to 0.5 per cent. per annum of the prevailing Net Asset Value where Net Asset Value is in excess of £100 million will no longer be part of the agreement, however the entitlement to a flat fee of £10,000 plus VAT per annum for providing certain additional services will be retained.

6.3 ***Broadoak Asset Management Ltd Asset Management Agreement***

The Company, the Investment Adviser and Broadoak entered into an asset management agreement on 16 January 2026 (the "**Broadoak Asset Management Agreement**"), pursuant to which Broadoak has been appointed to act as an asset manager in respect of the commercial property limb of the Proposed Investment Objective and Investment Policy and to provide day-to-day asset management services to the Company's commercial property assets (subject to Shareholder approval of the Proposed Investment Objective and Investment Policy) and to provide a number of portfolio services, including the identification of potential investment opportunities that fall within the Proposed Investment Objective and Investment Policy.

Broadoak are obliged to grant the Company the first opportunity to purchase, lease or otherwise deal in any opportunities that are made available to it in North Yorkshire, County Durham, Northumberland, Tyne and Wear and Cumbria.

Broadoak's appointment pursuant to the Broadoak Asset Management Agreement is conditional upon (i) the Company raising £10 million pursuant to the Initial Issue and the Share Issuance Programme and (ii) the Company's Net Asset Value reaching £30 million.

Under the Broadoak Asset Management Agreement, Broadoak shall be paid:

(a) where the Company's Net Asset Value is between £30,000,000 and £44,285,600, a fee of £100,000 per annum; or

(b) where the Company's Net Asset Value is in excess of £44,285,600 and less than or equal to £90,000,000, a fee of 0.7 per cent. per annum of the Company's Net Asset Value less £210,000; or

(c) where the Company's Net Asset Value is in excess of £90,000,000, a fee equal to one-third of 1.4 per cent. per annum of the Company's Net Asset Value.

Where the Company's NAV exceeds £100 million, an annual review of the fees will be undertaken and, if applicable, a reallocation applied.

Fees payable to Broadoak under an arrangement where the Company co-invests with another party will be agreed on a case-by-case basis. In any event, Broadoak shall not be entitled to be paid both a fee under the Broadoak Asset Management Agreement and separately under a co-investment.

The Broadoak Asset Management Agreement may be terminated by the Company, the Investment Adviser or Broadoak on not less than six months' prior written notice. The Company and/or the Investment Adviser may terminate the appointment of Broadoak with immediate effect in a number of circumstances, including:

(a) a material breach of the Broadoak Asset Management Agreement by Broadoak;

(b) the termination of the Investment Adviser Agreement;

(c) any consent, licence or authorisation held by Broadoak being revoked or modified such that it is no longer able to comply with its obligations under the Broadoak Asset Management Agreement;

(d) Broadoak becomes insolvent, has a winding up administration order made against it or a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income; and

(e) Broadoak undergoes a change of control.

The Company has given market standard representations, warranties and confirmations in favour of Broadoak.

The Broadoak Asset Management Agreement is governed by English law.

6.4 ***Homes or Houses Ltd Asset Management Agreement***

The Company, the Investment Adviser and Homes or Houses entered into an asset management agreement on 16 January 2026 (the "**Homes or Houses Asset Management Agreement**"), pursuant to which Homes or Houses has been appointed to act as an asset manager in respect of the residential property limb of the Proposed Investment Objective and Investment Policy and to provide day-to-day asset management services to the Company's residential property assets (subject to Shareholder approval of the Proposed Investment Objective and Investment Policy) and to provide a number of portfolio services, including the identification of potential investment opportunities that fall within the Proposed Investment Objective and Investment Policy.

Homes or Houses are obliged to grant the Company the first opportunity to purchase, lease or otherwise deal in any opportunities that are made available to it in North Yorkshire, County Durham, Northumberland, Tyne and Wear and Cumbria.

Homes or House's appointment pursuant to the Homes or Houses Asset Management Agreement is conditional upon (i) the Company raising £10 million pursuant to the Initial Issue and the Share Issuance Programme and (ii) the Company's Net Asset Value reaching £30 million.

Under the Homes or Houses Asset Management Agreement, Homes or Houses shall be paid:

(a) where the Company's Net Asset Value is between £30,000,000 and £44,285,600, a fee of £100,000 per annum; or

(b) where the Company's Net Asset Value is in excess of £44,285,600 and less than or equal to £90,000,000, a fee of 0.7 per cent. per annum of the Company's Net Asset Value less £210,000; or

(c) where the Company's Net Asset Value is in excess of £90,000,000, a fee equal to one-third of 1.4 per cent. per annum of the Company's Net Asset Value.

Where the Company's NAV exceeds £100 million, an annual review of the fees will be undertaken and, if applicable, a reallocation applied.

Fees payable to Homes or Houses under an arrangement where the Company co-invests with another party will be agreed on a case-by-case basis. In any event, Homes or Houses shall not be entitled to be paid both a fee under the Homes or Houses Asset Management Agreement and separately under a co-investment.

The Homes or Houses Asset Management Agreement may be terminated by the Company, the Investment Adviser or Homes or Houses on not less than six months' prior written notice. The Company and/or the Investment Adviser may terminate the appointment of Homes or Houses with immediate effect in a number of circumstances, including:

(a) a material breach of the Homes or Houses Asset Management Agreement by Homes or Houses;

(b) the termination of the Investment Adviser Agreement;

(c) any consent, licence or authorisation held by Homes or Houses being revoked or modified such that it is no longer able to comply with its obligations under the Homes or Houses Asset Management Agreement;

(d) Homes or Houses becomes insolvent, has a winding up administration order made against it or a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income; and

(e) Homes or Houses undergoes a change of control.

The Company has given market standard representations, warranties and confirmations in favour of Homes or Houses.

The Homes or Houses Asset Management Agreement is governed by English law.

6.5 ***TOCFM Asset Management Agreement***

The Company, the Investment Adviser and TOCFM entered into an asset management agreement on 16 January 2026 (the "**TOCFM Asset Management Agreement**"), pursuant to which TOCFM has been appointed to act as an asset manager in respect of the real estate lending limb of the Proposed Investment Objective and Investment Policy and to provide day-to-day asset management services to the Company's real estate lending assets (subject to Shareholder approval of the Proposed Investment Objective and Investment Policy) and to provide a number of portfolio services, including the identification of potential investment opportunities that fall within the Proposed Investment Objective and Investment Policy.

TOCFM are obliged to grant the Company the first opportunity to purchase, lease or otherwise deal in any opportunities that are made available to it in North Yorkshire, County Durham, Northumberland, Tyne and Wear, Cumbria and Scotland.

TOCFM's appointment pursuant to the TOCFM Asset Management Agreement is conditional upon (i) the Company raising £10 million pursuant to the Initial Issue and the Share Issuance Programme and (ii) the Company's Net Asset Value reaching £30 million.

Under the TOCFM Asset Management Agreement, TOCFM shall be paid:

(a) where the Company's Net Asset Value is less than £90 million, no fee shall be payable; or

(b) where the Company's Net Asset Value is in excess of £90,000,000, a fee equal to one-third of 1.4 per cent. per annum of the Company's Net Asset Value.

Where the Company's NAV exceeds £100 million, an annual review of the fees will be undertaken and, if applicable, a reallocation applied.

Fees payable to TOCFM under an arrangement where the Company co-invests with another party will be agreed on a case-by-case basis. In any event, TOCFM shall not be entitled to be paid both a fee under the TOCFM Asset Management Agreement and separately under a co-investment.

TOCFM shall not be prohibited from receiving any fees payable by a borrower or potential borrower or third party in respect of any loan entered into before the date of the TOCFM Asset Management Agreement or a future potential loan.

For future loans, TOCFM will be entitled to receive from a borrower:

(a) where NAV is less than £90 million, a margin of up to 20 per cent. of interest paid by a borrower in connection with TOCFM acting as facility agent;

(b) where NAV is less than or equal to £30 million, TOCFM shall be entitled to retain all arrangement fees and shall be responsible for the payment of any broker or introducer fee (if any);

(c) where NAV exceeds £30 million

  a. where the arrangement fee is 2.5 per cent. of the new loan, an arrangement fee equal to 0.75 per cent. of the new loan shall be payable to the Company; and

  b. where the arrangement fee is more or less than 2.5 per cent. of the new loan, such arrangement fee as is agreed between the Company and TOCFM provided that any such fee shall, so far as practicable, be on no materially worse commercial terms for the Company;

(d) a fee between 0 and 1 per cent. of the loan balance in connection with any loan extensions;

(e) a fee to cover legal expenses and administrative work carried out by TOCFM in connection with a loan.

The fees receivable by TOCFM, the Investment Adviser, any member of the Investment Adviser's group, TOCFS and any member of TOCFS' group (including TOCFM) under the TOCFM Asset Management Agreement (including, for the avoidance of doubt, fees receivable from a borrower, guarantor and/or obligor (or anything analogous to) limited only to any arrangement fees, extension fees and/or interest payable), the Investment Adviser Commission Agreement and the Investment Adviser Agreement are capped, on a rolling twelve month basis, at an aggregate amount equal to 4.99 per cent. of NAV per annum assessed at the time of each payment and any fees payable under the TOCFM Asset Management Agreement shall, at the discretion of the Company, be reduced and/or rebated to reflect that capped amount. The Company shall consult with TOCFM in good faith and will take reasonable account of its views with respect to any reductions or rebates.

The TOCFM Asset Management Agreement may be terminated by the Company, the Investment Adviser or TOCFM on not less than six months' prior written notice. The Company and/or the Investment Adviser may terminate the appointment of TOCFM with immediate effect in a number of circumstances, including:

(a) a material breach of the TOCFM Asset Management Agreement by TOCFM;

(b) the termination of the Investment Adviser Agreement;

(c) any consent, licence or authorisation held by TOCFM being revoked or modified such that it is no longer able to comply with its obligations under the TOCFM Asset Management Agreement;

(d) TOCFM becomes insolvent, has a winding up administration order made against it or a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income; and

(e) TOCFM undergoes a change of control.

The Company has given market standard representations, warranties and confirmations in favour of TOCFM in respect of TOCFM's potential losses in carrying on its responsibilities under the TOCFM Asset Management Agreement.

The TOCFM Asset Management Agreement replaces the Supplemental Advisory Agreement.

The TOCFM Asset Management Agreement is governed by English law.

6.6 ***Investment Adviser Commission Agreement***

On 16 January 2026, the Company and the Investment Adviser entered into the Investment Adviser Commission Agreement, pursuant to which the Investment Adviser will receive commission for arranging investments in the Company by potential investors in connection with a fundraise conducted by the Company. The commission payable by the Company to the Investment Adviser is 2.0 per cent. of the total sum of each investment in the Company by an investor that has been arranged by the Investment Adviser. The Investment Adviser shall also be entitled to receive a commission payment equal to 0.25 per cent. of the total funds raised pursuant to a fundraise undertaken by the Company.

The fees receivable by the Investment Adviser under the Investment Adviser Commission Agreement are subject to a rolling twelve-month cap of 4.99 per cent. of NAV per annum, as described in the summary of the Investment Adviser Agreement at paragraph 6.2 of Part 7 and the TOCFM Asset Management Agreement at paragraph 6.5 of Part 7.

For a period of 24 months following the termination of the Investment Adviser Commission Agreement, the Company shall pay the Investment Adviser a fee of 2.25 per cent. of the amount raised by the Company from investors whose previous investments in the Company had been arranged by the Investment Adviser.

The Company may terminate the Investment Adviser Commission Agreement on 6 months' notice and the Investment Adviser may terminate the Investment Adviser Commission Agreement on 3 months' notice. The Company or the Investment Adviser may terminate the Investment Adviser Commission Agreement with immediate effect in certain circumstances, including:

(a) failure to make a payment due pursuant to the Investment Adviser Commission Agreement within 30 days of it becoming due;

(b) a material breach of the agreement that is not capable of remedy or fails to remedy within a period of 10 days after being notified to do so; or

(c) the other party becoming insolvent, being wound up (or certain preparatory steps being taken for its winding up) or having an administrator or receiver appointed.

The Investment Adviser Commission Agreement is governed by the laws of England and Wales.

6.7 ***Receiving Agent Agreement***

The Receiving Agent Agreement dated 16 January 2026 is an agreement between the Company and Computershare Investor Services PLC pursuant to which the Receiving Agent acts as receiving agent in connection with the Initial Offer for Subscription and Retail Offer.

Under the terms of the receiving agent agreement, the Receiving Agent is entitled to a fee of £10,000 service fee, plus a meeting management fee of £6,000 for dealing with forms of proxy and electronic voting, attending the General Meeting, handling the poll at the General Meeting and acting as scrutineer.

The Company has given certain market standard indemnities in favour of the Receiving Agent in respect of the Receiving Agent's potential losses in carrying on its responsibilities under the agreement. The Receiving Agent's liability under the Receiving Agent Agreement is subject to a cap.

The Receiving Agent Agreement is governed by the laws of England and Wales.

6.8 ***Revolving Credit Facility Agreement***

The Company and Shawbrook Bank Limited ("**Shawbrook**") entered into a revolving credit facility agreement originally dated 23 October 2018, as amended on 22 October 2019 and 29 May 2020, amended and restated on 28 May 2021 and further amended on 27 May 2022, 26 May 2023, 2 July 2024, 12 May 2025, 29 August 2025 and 17 October 2025 (the "**Revolving Credit Facility Agreement**").

The debt facility comprises a revolving credit facility with an original commitment amount of £6 million which was increased to £7 million on 17 October 2025 and is repayable on 27 August 2026 (subject to any prior refinancing). A maximum of 5 loans under the revolving credit facility may be outstanding at any one time. Loans under the revolving credit facility may be drawn for periods of one or three months (or such other period as agreed between the Company and Shawbrook).

The interest rate applied to the revolving credit facility is a margin of 4.00 per cent. per annum plus Term SONIA (as defined therein) in respect of any amount(s) drawn.

The revolving credit facility shall be applied towards the Company's working capital requirements for (i) making investments, (ii) its short term liquidity needs, including payment of general costs and expenses and (iii) any other purpose agreed between the Company and Shawbrook.

The Revolving Credit Facility Agreement contains customary representations, warranties, covenants, events of default and other obligations, including indemnities on the part of the Company.

Shawbrook has first ranking priority security interests over certain assets of the Company, pursuant to a security agreement, including present and future land, certain contracts, bank accounts and book debts.

The Revolving Credit Facility Agreement is governed by English law.

7 LITIGATION

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Company is aware), during a period covering at least the previous 12 months up to the date of this Registration Document which may have, or have had in the recent past significant effects on the Company's financial position or profitability.

8 SIGNIFICANT CHANGE

Save to the extent disclosed below, there has been no significant change in the financial or trading position of the Company since 31 May 2025, being the end of the financial period for which financial statements of the Company are published, as set out in Part 6 of this Registration Document:

(a) on 4 June 2025 the Company declared a first interim dividend of 1.0 pence per Ordinary Share in respect of the year ended 30 November 2025 which was paid on 27 June 2025;

(b) on 29 August 2025 the Company declared a second interim dividend of 1.0 pence per Ordinary Shares in respect of the year ended 30 November 2025 which was paid on 3 October 2025;

(c) on 17 October 2025 the Company increased the commitment amount under the Revolving Credit Facility from £6 million to £7 million; and

(d) on 8 December 2025 the Company declared a third interim dividend of 1.0 pence per Ordinary Share in respect of the year ended 30 November 2025 which was paid on 12 January 2026.

9 GENERAL

9.1 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.

9.2 No application is being made for the Shares to be dealt with in or on any stock exchange or investment exchange other than the main market for listed securities of the London Stock Exchange.

9.3 Cavendish 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.

9.4 The Investment Adviser was incorporated in England and Wales as a private limited company on 7 March 2012 under the Companies Act 2006 (registration number 07979654). The registered office of the Investment Adviser is Wizu Workspace Portland House, New Bridge Street West, Newcastle upon Tyne, Tyne and Wear, NE1 8AL (tel. +44 (0)191 222 0099). The Investment Adviser is regulated by the Financial Conduct Authority. The Investment Adviser 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 Adviser accepts responsibility for the information and opinions contained in the Risk Factors, Part 1 (*Investment Highlights*), Part 3 (*Portfolio, Pipeline Assets, Strategy and Investment Process*), Part 4 (*Investment Opportunity and Outlook*) but excluding information relating to commercial real estate and residential real estate, paragraph 2 (*The Investment* Adviser) of Part 5 (*Directors, Management and Administration*), paragraph 3 (*The Asset* Managers) of Part 5 (*Directors, Management and Administration*) insofar as it relates to Tier One Capital FM limited and paragraphs 6.2, 6.5, 6.6 and this paragraph 9.4 of this Part 7 (*General* Information)of this Registration Document (together the "**Investment Adviser Sections**") for the purposes of Prospectus Regulation Rule 5.3.2(2)(f). To the best of the knowledge of the Investment Adviser, the information contained in the Investment Adviser Sections, for which it is responsible, is in accordance with the facts and such Investment Adviser Sections make no omission likely to affect their import. The Investment Adviser Sections have been included in

this Registration Document with the consent of the Investment Adviser, who has authorised the contents of the Investment Adviser Sections for the purpose of this Registration Document.

9.5 The auditors of the Company are MHA Audit Services LLP (the "**Auditor**"). MHA Audit Services LLP is registered as a statutory auditor in the UK and is regulated by the Institute of Chartered Accountants in England and Wales. The Auditor was incorporated in England and Wales as a limited liability partnership on 19 March 2005 (registered number OC455542).

10 DOCUMENTS AVAILABLE FOR INSPECTION

10.1 Copies of the following documents will be available on the Company's website (www.developnorth.co.uk) for the life of this Registration Document:

(a) the Memorandum and Articles of the Company;

(b) the Articles containing the amendments proposed to be made at the General Meeting;

(c) the 2022 Annual Report;

(d) the 2023 Annual Report;

(e) the 2024 Annual Report;

(f) the 2024 Interim Report;

(g) the 2025 Interim Report; and

(h) this Registration Document, the Summary and the Securities Note.

Dated: 16 January 2026

PART 8

DEFINITIONS

The following definitions apply throughout this Registration Document unless the context requires otherwise:

Administrator or **Company Secretary**	Apex Fund Administration Services (UK) Limited
Admission	Initial Admission or a Subsequent Admission (as the context so requires)
Affiliate	an affiliate of, or person affiliated with, a specified person, including a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified
AIC	the Association of Investment Companies
AIC Code	the AIC Code of Corporate Governance published by the AIC from time-to-time
AIFM	an alternative investment fund manager within the meaning of the UK AIFM Regime and the EU AIFM Directive
Amended and Restated Investment Adviser Agreement	the amended and restated investment adviser agreement entered into between the Company and the Investment Adviser conditionally amending the Investment Adviser Agreement, a summary of which is set out at paragraph 6.2 of Part 7
Articles	the articles of association of the Company
Asset Managers	Broadoak, Homes or Houses and TOCFM as the context requires, each an "**Asset Manager**"
Audit Committee	the audit committee of the Board
Auditor	MHA Audit Services LLP
Benefit Plan Investor	(i) an employee benefit plan that is subject to the fiduciary responsibility or prohibited transaction provisions of Title I of the 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
Board	the board of Directors of the Company or any duly constituted committee thereof
BookBuild	BB Technology Limited
BookBuild Platform	the online capital markets platform developed by BookBuild
Broadoak	Broadoak Asset Management Limited
Broadoak Asset Management Agreement	the Broadoak Asset Management Agreement between the Company, and Broadoak, a summary of which is set out in paragraph 6.3 of Part 7 of this Registration Document
Business Day	any day which is not a Saturday or Sunday or a bank holiday in the City of London
Calculation Date	has the meaning given in paragraph 4.19(a) of Part 7 of this Registration Document

Cavendish	Cavendish Capital Markets Limited
certificated or in **certificated form**	not in uncertificated form
Companies Act	the Companies Act 2006 and any statutory modification or re-enactment thereof for the time being in force
Company	Develop North PLC
Computershare	Computershare Investor Services PLC
Continuation Resolution	has the meaning given to it in paragraph 9 of Part 2 of this Registration Document
Conversion	the conversion of C Shares and/or Deferred Shares into Ordinary Shares in accordance with the Articles and as described in paragraph 4.19(a) of Part 7 of this Registration Document
Conversion Date	has the meaning given in paragraph 4.19(a) of Part 7 of this Registration Document
Conversion Ratio	has the meaning given in paragraph 4.19(a) of Part 7 of this Registration Document
CREST	the computerised settlement system operated by Euroclear which facilitates the transfer of title to shares in uncertificated form
C Shares	C shares of £0.10 each in the capital of the Company
CTA 2010	Corporation Tax Act 2010 and any statutory modification or re-enactment thereof for the time being in force
Deferred Shares	deferred shares of £0.01 each in the capital of the Company
Directors	the directors from time to time of the Company and "**Director**" is to be construed accordingly
Disclosure Guidance and Transparency Rules	the disclosure guidance and transparency rules made by the Financial Conduct Authority under section 73A of FSMA as amended from time to time and published by the Financial Conduct Authority
ERISA	U.S. Employee Retirement Income Security Act of 1976, as amended
ESG	environmental, social and governance
EU AIFM Directive	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
EU AIFM Rules	the EU AIFM Directive and all applicable rules and regulations implementing the EU AIFM Directive in the Relevant Member States, as the case requires
EU Prospectus Regulation	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
Euroclear	Euroclear UK & International Limited, being the operator of CREST
European Union or **EU**	the European Union first established by the treaty made at Maastricht on 7 February 1992
EUWA	European Union (Withdrawal) Act 2018 (as amended)

Existing Investment Objective and Investment Policy	the Company's existing investment objective and investment policy as set out in Appendix 2 to this Registration Document
FATCA	the U.S. Foreign Account Tax Compliance Act of 2010, as amended
FCA	the Financial Conduct Authority or any successor authority
Final Closing Date	the earliest of (i) the day prior to the first anniversary of the date of the Prospectus; (ii) the date on which all of the Shares available for issue under the Share Issuance Programme have been issued; and (iii) such other dates as may be agreed between Cavendish and the Company
Future Placings	any conditional placing of Shares by Cavendish pursuant to the Share Issuance Programme
FSMA	the Financial Services and Markets Act 2000 and any statutory modification or re-enactment thereof for the time being in force
Future Securities Note	a securities note to be issued in the future by the Company in respect of each Subsequent Issue, if any, of Ordinary Shares and/or C Shares (other than pursuant to a Placing-Only Issue under the Share Issuance Programme) pursuant to the Share Issuance Programme made pursuant to this Registration Document and subject to separate approval by the FCA
Future Summary	a summary to be issued in the future by the Company in respect of each Subsequent Issue, if any, of Ordinary Shares and/or C Shares (other than pursuant to a Placing-Only Issue under the Share Issuance Programme) pursuant to the Share Issuance Programme made pursuant to this Registration Document and subject to separate approval by the FCA
General Meeting	the general meeting of the Company to be held at 12 noon on 18 February 2026
HMRC	His Majesty's Revenue and Customs
Homes or Houses	Homes or Houses Limited
Homes or Houses Asset Management Agreement	the Home or Houses Asset Management Agreement between the Company, and Homes or Houses, a summary of which is set out in paragraph 6.4 of Part 7 of this Registration Document
IFRS	UK-adopted international accounting standards
Independent Directors	as at the date of this Registration Document being: John Newlands, Dr Sameer Al Ansari, Douglas Noble and Matthew Harris
Initial Admission	admission of the new Ordinary Shares to be issued pursuant to the Initial Issue: (i) to the closed-ended investment funds category of the Official List; and (ii) to trading on the London Stock Exchange's Main Market, becoming effective in accordance with the UK Listing Rules and the admission and disclosure standards of the London Stock Exchange
Initial Expenses	the commissions, costs and expenses of the Company that are necessary for the Initial Issue and Initial Admission
Initial Gross Proceeds	the gross proceeds of the Initial Issue
Initial Issue	the issue of Ordinary Shares pursuant to the Initial Offer for Subscription and Retail Offer
Initial Net Proceeds	the proceeds of the Initial Issue after deduction of the Initial Expenses

Initial Offer for Subscription	the offer for subscription of Ordinary Shares at the Issue Price on the terms set out in the Securities Note
Intermediaries	an intermediary appointed by Cavendish in its capacity as retail offer coordinator in connection with the Retail Offer or Subsequent Retail Offer, and "Intermediary" shall mean any one of them
Investment Adviser	Tier One Capital Ltd
Investment Adviser Agreement	the Investment Advisory Agreement between the Company and the Investment Adviser, a summary of which is set out in paragraph 6.2 of Part 7 of this Registration Document
Investment Adviser Commission Agreement	the Investment Adviser Commission Agreement between the Company and the Investment Adviser, a summary of which is set out in paragraph 6.6 of Part 7 of this Registration Document
Investment Adviser Sections	has the meaning given to it in paragraph 9.4 of Part 7 of this Registration Document
Investment Committee	has the meaning given to it in paragraph 5 (*Strategy and Investment Process*) of Part 3 (*Portfolio, Pipeline Assets, Strategy and Investment Process*) of this Registration Document
Investment Policy Resolution	the resolution to be proposed at the General Meeting in relation to the adoption of the Company's revised investment policy
IPO	the initial public offering of the Company which took place on 24 January 2017
Issue Price	81.6 pence, being the price at which Ordinary Shares will be issued pursuant to the Initial Issue, being the Net Asset Value per Ordinary Share as at 30 November 2025 plus a premium to cover at least the Initial Expenses and to reflect the first dividend to which holders of new Ordinary Shares issued pursuant to the Initital Issue will be entitled, being the first interim dividend (if declared) in respect of the year ending 30 November 2026.
Issue Resolutions	the resolutions to be proposed at the General Meeting to authorise the Directors to issue up to, in aggregate, 368 million Ordinary Shares and/or C Shares on a non-pre-emptive basis in connection with the Initial Issue and the Share Issuance Programme
LEI	Legal Entity Identifier
London Stock Exchange	London Stock Exchange plc
Management Engagement Committee	the management engagement committee of the Board
Management Shares	redeemable shares of £1.00 each in the capital of the Company
Net Asset Value or **NAV**	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
Net Asset Value per C Share	at any time the Net Asset Value attributable to the C Shares divided by the number of C Shares in issue (other than C Shares held in treasury) at the date of calculation
Net Asset Value per Ordinary Share	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
Net Asset Value per Share	means Net Asset Value per Ordinary Share and/or Net Asset Value per C Share, as the context requires
Net Proceeds	the proceeds of a Subsequent Issue after deduction of the costs and expenses of such Subsequent Issue

New Articles	the new articles of association to be proposed to be adopted by the Company at the General Meeting
NIY	net initial yield
Nomination Committee	the nomination committee of the Board
North East	the English counties of Northumberland, Tyne and Wear and County Durham, and the former county of Cleveland.[8]
Official List	the official list maintained by the FCA pursuant to Part VI of FSMA
Ordinary Shares or **Shares**	ordinary shares of one penny each in the capital of the Company and "**Ordinary Share**" shall be construed accordingly
Pipeline	has the meaning given to it in paragraph 4 of Part 3 of this Registration Document
Placing-Only Issue	a Subsequent Issue under the Share Issuance Programme which comprises only a placing and does not include an offer for subscription, a retail offer, an intermediaries offer or an open offer component and, for the avoidance of doubt, excludes any other offer of securities which is not exempt from the requirement to produce a prospectus pursuant to section 85 of FSMA
Plan Asset Regulations	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
Portfolio	the current portfolio as at the date of this Registration Document as set out in Part 3 of this Registration Document
PRM	the Prospectus Rules: Admission to Trading on a Regulated Market Sourcebook set out in the FCA handbook of rules and guidance as amended from time to time (as is applicable to the Company from 19 January 2026)
Proposed Investment Objective and Investment Policy	the investment objective and investment policy of the Company as proposed to be amended as set out in Appendix 1 to this Registration Document
Prospectus	this Registration Document together with the Summary and Securities Note or any Future Summary and Future Securities Note (in each case as may be supplemented from time to time by any supplementary prospectuses)
Prospectus Regulation Rules	the prospectus regulation rules made by the FCA under section 73A of FSMA, as amended from time to time (as is applicable to the Company until 18 January 2026)
Receiving Agent	Computershare Investor Services PLC
Receiving Agent Agreement	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
Registrar	Computershare Investor Services PLC
Registrar Agreement	the registrar's agreement between the Company and the Registrar
Registration Document	this Registration Document
Regulation S	Regulation S promulgated under the U.S. Securities Act
Regulatory Information Service	a service authorised by the FCA to release regulatory announcements to the London Stock Exchange
Relevant Member State	a member state of the European Economic Area which has implemented the EU Prospectus Regulation

[8] As created in 1994, prior to Cleveland being subsumed into County Durham and North Yorkshire.

Resolutions	the resolutions to be proposed at the General Meeting (and references to any of them shall be construed accordingly)
Retail Offer	the placing of Ordinary Shares at the Issue Price through Intermediaries to be made using the BookBuild Platform
Revolving Credit Facility	the £7m revolving credit facility provided under the Revolving Credit Facility Agreement
Revolving Credit Facility Agreement	has the meaning given to it in paragraph 6.8 of Part 7
RICS	the Royal Institution of Chartered Surveyors
Securities Note	the securities note dated 16 January 2026 issued by the Company in respect of any Shares made available pursuant to this Registration Document and approved by the FCA
Shareholder	a holder of Shares
Shares	Ordinary Shares and/or C Shares, as the context may require
Share Issuance Agreement	the conditional share issuance agreement between the Company the Investment Adviser and Cavendish, a summary of which is set out in paragraph 6.1 of Part 7 of this Registration Document
Share Issuance Programme	the programme under which the Company intends to issue Ordinary Shares and/or Shares in tranches on the terms set out in the Summary and Securities Note (and any Future Summary and Future Securities Note)
Share Issuance Programme Price	the price(s) at which Ordinary Shares and/or C Shares will be issued pursuant to the Share Issuance Programme, as set out in the Securities Note (and any Future Securities Note)
Similar Law	any U.S. federal, state, local or foreign law that is similar to section 406 of ERISA or section 4975 of the U.S. Tax Code
Sterling or **£** or **pence**	the lawful currency of the United Kingdom
Subsequent Admission	admission of any Ordinary Shares and/or C Shares issued pursuant to any Subsequent Issue under the Share Issuance Programme to the closed-ended investment funds category of the Official List and admission of such Ordinary Shares and/or C Shares to trading on the main market for listed securities of the London Stock Exchange
Subsequent Issue	any issue of Ordinary Shares and/or C Shares pursuant to the Share Issuance Programme
Subsequent Retail Offer	the placing of Ordinary Shares at the Share Issuance Programme Price pursuant to the Share Issuance Programme through Intermediaries to be made using the BookBuild Platform
Summary	the summary dated 16 January 2026 issued by the Company in respect of Ordinary Shares and/or C Shares made available pursuant to this Registration Document and the Securities Note and approved by the FCA
Takeover Code	the City Code on Takeovers and Mergers, as amended from time to time
Tier One Capital	Tier One Capital Ltd, investment adviser to the Company
TOCFM	Tier One Capital FM Limited
TOCFM Asset Management Agreement	the TOCFM Asset Management Agreement between the Company, and TOCFM, a summary of which is set out in paragraph 6.5 of Part 7 of this Registration Document

UK AIFM Regime	the UK implementation of Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No. 1095/2010; the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision, which are part of UK law by virtue of the EUWA, as amended by The Alternative Investment Fund Managers (Amendment etc.) (EU Exit) Regulations 2019, all as amended from time to time
UK Corporate Governance Code	the UK Corporate Governance Code as published by the Financial Reporting Council from time-to-time
UK Listing Rules	the UK listing rules made by the FCA under section 73A of FSMA, as amended from time to time
UK MAR	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
UK Prospectus Regulation	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
United Kingdom or **UK**	the United Kingdom of Great Britain and Northern Ireland
United States of America, United States or **U.S.**	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia
U.S. Code	U.S. Internal Revenue Code of 1986, as amended
U.S. Investment Company Act	U.S. Investment Company Act of 1940, as amended
U.S. Person	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
VAT	value added tax

APPENDIX 1

PROPOSED AMENDMENTS TO THE EXISTING INVESTMENT OBJECTIVE AND INVESTMENT POLICY

Investment objective

The Company's investment objective is to provide shareholders with a consistent and stable income and the potential for an attractive total return over the medium to long term, through a diversified portfolio of investments predominantly in the North East of England.

Investment policy

The Company's ~~will seeks~~ strategy to achieve its investment objective is to create a balanced portfolio of investments, diversified by asset class, that provides exposure to attractive assets and businesses predominantly in the North East of England. ~~through: a diversified portfolio of fixed rate loans predominantly secured over land and/or property in the UK.~~

~~The Company will attempt to reduce downside risk by focusing on secured debt with both quality collateral and contractual protection.~~

~~The Company will make investments primarily through senior secured loans although other loans such as bridging loans, subordinated loans, selected loan financings and other debt instruments may be considered if appropriate.~~

~~The Company anticipates that the typical loan term will be between one and five years. The Company retains absolute discretion to make investments for either shorter or longer periods.~~

~~***Loan to value***~~

~~The Company will typically seek to originate debt where the effective loan to real estate value ratio of any investment is between 40 per cent. and 100 per cent. at the time of origination. The Company will typically seek to achieve a blended LTV across the Portfolio of no more than 75 per cent. (based on the initial valuations at the time of loan origination) once fully invested.~~

~~***Sector***~~

~~The Company's portfolio is intended to be appropriately diversified by sector and will be predominantly split between:~~

- ~~regional residential housebuilding across the UK, with a preliminary focus on non-London based property;~~
- ~~small to medium commercial property development across the UK primarily focusing on small serviced office space, hotel developments and wedding and conferencing venues; and~~
- ~~direct sale and leaseback vehicles primarily operating in the professional sectors of dentists, accountants, solicitors and finance professionals.~~

Investments will be focussed on three asset classes.

- *Real estate lending*

The real estate lending strategy will focus on creating a diversified portfolio of fixed rate loans predominantly secured over land and/or property predominantly in the North East.

The Company will seek to reduce downside risk by focusing on secured debt with both quality collateral and contractual protection, off market and discounted property transactions, income generating assets.

The debt managers will make investments primarily through senior secured loans positions, although other assets such as bridging loans, subordinated loans, selected loan financings and other investment instruments may be considered if appropriate.

The Company's portfolio will be diversified by sector and will be predominantly split between residential housebuilding; small to medium commercial property development including but not limited to office developments, hotel developments, industrial units and wedding and conferencing venues; and direct sale and leaseback vehicles primarily operating in the professional sectors of healthcare, accountants, solicitors and finance professionals.

The typical loan term will be between one and five years, but discretion is retained also to make investments for either shorter or longer periods.

The Company will typically seek to originate debt where the effective loan to real estate value ratio of any investment is between 40 per cent. and 100 per cent. at the time of origination. The Company will typically seek to achieve a blended LTV across the real estate lending strategy of no more than 75 per cent. (based on the initial valuations at the time of loan origination) once fully invested. No more than 50 per cent. of the strategy will be allocated to subordinated loans, calculated at the time of investment and/or subsequent subordination. These limits exclude any intra-group loans that are made by the Company to the other asset classes listed in this Investment Policy.

The real estate lending strategy may use third party borrowing where it believes it will enhance Shareholder returns over the longer term. Borrowings will be limited to a maximum of 50 per cent of the value of the loan book, calculated at the time of drawdown.

The real estate lending strategy will represent 20-50 per cent. of the Company's total assets.

- *Commercial real estate*

The commercial real estate strategy will focus on creating a portfolio of assets, diversified by size and location of assets predominantly within the North East, and by use classes including office, logistics, retail and other commercial property uses.

As well as income producing business models, when required, the Company will finance refurbishments and invest capital to upgrade property and install environmental improvements to attract occupiers and increase rents. The commercial real estate strategy may use third party borrowing where it believes it will enhance Shareholder returns over the longer term. Borrowings will be limited, on an individual asset basis, to a maximum of 75 per cent. of the value, calculated at the time of investment.

The commercial real estate strategy will represent 20-50 per cent. of the Company's total assets.

- *Residential real estate*

The residential real estate strategy will focus predominantly on assets to lease to social care providers predominantly in the North East, including Local Authority, charities and non-profit organisations and Community Interest Companies (CICs). The balance of the assets allocated to the strategy will be deployed in the private rented sector.

The focus will be on freehold or leasehold property, including single-family homes, apartments, and purpose-built or adapted housing for social care needs. The residential real estate strategy may use third party borrowing where it believes it will enhance Shareholder returns over the longer term. Borrowings will be limited, on an individual asset basis, to a maximum of 75 per cent. of the value, calculated at the time of investment.

The residential real estate strategy will represent 20-50 per cent. of the Company's total assets.

The allocations to the three strategies stated above will take effect from the date on which the Net Asset Value equals or exceeds £100 million for the first time. Until such time, and noting that this will require the Company to raise further capital: (a) the Company's assets will be invested in a manner consistent with achieving the allocation ranges when the Net Asset Value reaches £100 million and (b) the portfolio may have allocations to one or more of the three asset classes that are greater or less than the stated range.

Investment restrictions

The Company will invest no more than 20 per cent. of its total assets in any single investment, nor will it have more than 20 per cent. of its total assets exposed to any one group or entity.

The Company will not co-invest more than 20 per cent. of its total assets alongside a single co-investor entity or group, save where the Company is not exposed to the performance or fulfilment of the co-investor's obligations in respect of the relevant asset(s).

The Company will observe the following investment restrictions within the real estate lending strategy:

- no more than 30 per cent. of the relevant net assets[9] will be exposed to direct sale and leaseback vehicles, at the time of investment;
- no more than 50 per cent. of the relevant net assets[9] will be exposed to subordinated loans, calculated at the time of investment and/or subsequent subordination;
- no more than 50 per cent. of the relevant net assets[9] will be exposed to bridging loans, selected loan financings and other debt instruments, calculated at the time of investment; and
- no more than 5 per cent. of the relevant net assets[9] will be exposed to unsecured loans, calculated at the time of investment.

Compliance with the borrowing limits, investment restrictions and the allocations to the three strategies 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 not invest in other UK listed closed-ended investment companies. ~~observe the following investment restrictions:~~

- ~~the Company will derive its income from a portfolio of not less than five loans;~~
- ~~no more than 100 per cent. of the Gross Asset Value will be exposed to the regional residential housebuilding sector, calculated at the time of investment;~~
- ~~no more than 100 per cent. of the Gross Asset Value will be exposed to the small to medium commercial property development sector, calculated at the time of investment;~~
- ~~no more than 30 per cent. of the Net Asset Value will be exposed to direct sale and leaseback vehicles, at the time of investment;~~
- ~~no more than 50 per cent. of the Net Asset Value will be exposed to subordinated loans, calculated at the time of investment and/or subsequent subordination;~~
- ~~no more than 50 per cent. of the Net Asset Value will be exposed to bridging loans, selected loan financings and other debt instruments, calculated at the time of investment;~~
- ~~no more than 5 per cent. of the Net Asset Value will be exposed to unsecured loans, calculated~~
- ~~at the time of investment;~~
- ~~no single investment, or aggregate investments secured on a single property or group of properties or connected with related borrowers, will exceed 20 per cent. of the Net Asset Value, calculated at the time of investment;~~
- ~~no more than 20 per cent. of the Net Asset Value will be exposed to any one borrower or related borrowers or developer or related developer entities calculated at the time of investment;~~
- ~~no more than 10 per cent. of the Net Asset Value will be exposed to any sector other than regional residential housebuilding and small to medium commercial property development and direct sale and leaseback vehicles; and the Company will not invest in other listed closed-ended investment companies.~~
- ~~The Company will not invest in other listed closed-ended investment companies.~~

~~Borrowing~~

~~The Company may use gearing if it believes it will enhance Shareholder returns over the longer term. If the Company does decide to introduce gearing it would intend to limit the Company's borrowings to a maximum of 35 per cent. of the Net Asset Value at the time of drawdown.~~

The company's assets will all be located in the United Kingdom.

Definition of North East: The English counties of Northumberland, Tyne and Wear and County Durham, and the former county of Cleveland[10].

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[9] Refers to the net assets of the real estate lending strategy only.

[10] As created in 1994, prior to Cleveland being subsumed into County Durham and North Yorkshire.

Borrowing limit

The Company may use gearing where it believes it will enhance Shareholder returns over the longer term. Overall, external borrowings and other forms of gearing will be limited by each strategy as set out above. The Company may finance individual assets in part by external borrowings.

Co-investment

The Company may co-invest alongside other parties in respect of each of the three asset classes.

Cash management

The Company may from time-to-time have surplus cash. It is expected that any surplus cash will be temporarily invested in cash or cash equivalents, money market instruments, bonds, commercial paper or other debt obligations with banks or other counterparties having a single-A (or equivalent) or higher credit rating as determined by an internationally recognised rating agency or gilts or otherwise approved by the Board.

Use of derivatives and hedging

The Company may invest through derivatives for efficient portfolio management. In particular, the Company may engage in interest rate hedging or otherwise seek to mitigate the risk of interest rate increases as part of the Company's efficient portfolio management.

In the event of a breach of the investment policy or the investment restrictions set out above, the Investment Adviser shall inform the Directors upon becoming aware of the same and if the Directors consider the breach to be material, notification will be made to a Regulatory Information Service.

No material change will be made to the investment policy without the approval of Shareholders by ordinary resolution.

APPENDIX 2

EXISTING INVESTMENT OBJECTIVE AND INVESTMENT POLICY

The Company will seek to achieve its investment objective through: a diversified portfolio of fixed rate loans predominantly secured over land and/or property in the UK.

The Company will attempt to reduce downside risk by focusing on secured debt with both quality collateral and contractual protection.

The Company will make investments primarily through senior secured loans although other loans such as bridging loans, subordinated loans, selected loan financings and other debt instruments may be considered if appropriate.

The Company anticipates that the typical loan term will be between one and five years. The Company retains absolute discretion to make investments for either shorter or longer periods.

Loan to value

The Company will typically seek to originate debt where the effective loan to real estate value ratio of any investment is between 40 per cent. and 100 per cent. at the time of origination. The Company will typically seek to achieve a blended LTV across the Portfolio of no more than 75 per cent. (based on the initial valuations at the time of loan origination) once fully invested.

Sector

The Company's portfolio is intended to be appropriately diversified by sector and will be predominantly split between:

- regional residential housebuilding across the UK, with a preliminary focus on non-London based property;
- small to medium commercial property development across the UK primarily focusing on small serviced office space, hotel developments and wedding and conferencing venues; and
- direct sale and leaseback vehicles primarily operating in the professional sectors of dentists, accountants, solicitors and finance professionals.

Investment restrictions

The Company will observe the following investment restrictions:

- the Company will derive its income from a portfolio of not less than five loans;
- no more than 100 per cent. of the Gross Asset Value will be exposed to the regional residential housebuilding sector, calculated at the time of investment;
- no more than 100 per cent. of the Gross Asset Value will be exposed to the small to medium commercial property development sector, calculated at the time of investment;
- no more than 30 per cent. of the Net Asset Value will be exposed to direct sale and leaseback vehicles, at the time of investment;
- no more than 50 per cent. of the Net Asset Value will be exposed to subordinated loans, calculated at the time of investment and/or subsequent subordination;
- no more than 50 per cent. of the Net Asset Value will be exposed to bridging loans, selected loan financings and other debt instruments, calculated at the time of investment;
- no more than 5 per cent. of the Net Asset Value will be exposed to unsecured loans, calculated at the time of investment;
- no single investment, or aggregate investments secured on a single property or group of properties or connected with related borrowers, will exceed 20 per cent. of the Net Asset Value, calculated at the time of investment;
- no more than 20 per cent. of the Net Asset Value will be exposed to any one borrower or related borrowers or developer or related developer entities calculated at the time of investment;

- no more than 10 per cent. of the Net Asset Value will be exposed to any sector other than regional residential housebuilding and small to medium commercial property development and direct sale and leaseback vehicles; and the Company will not invest in other listed closed-ended investment companies.
- the Company will not invest in other listed closed-ended investment companies.

Borrowing

The Company may use gearing if it believes it will enhance Shareholder returns over the longer term. If the Company does decide to introduce gearing it would intend to limit the Company's borrowings to a maximum of 35 per cent. of the Net Asset Value at the time of drawdown.

Cash management

The Company may from time-to-time have surplus cash. It is expected that any surplus cash will be temporarily invested in cash or cash equivalents, money market instruments, bonds, commercial paper or other debt obligations with banks or other counterparties having a single-A (or equivalent) or higher credit rating as determined by an internationally recognised rating agency or gilts or otherwise approved by the Board.

Use of derivatives and hedging

The Company may invest through derivatives for efficient portfolio management. In particular, the Company may engage in interest rate hedging or otherwise seek to mitigate the risk of interest rate increases as part of the Company's efficient portfolio management.

In the event of a breach of the investment policy or the investment restrictions set out above, the Investment Adviser shall inform the Directors upon becoming aware of the same and if the Directors consider the breach to be material, notification will be made to a Regulatory Information Service.

No material change will be made to the investment policy without the approval of Shareholders by ordinary resolution.