

Puma VCT 13 plc

General Meeting in connection with recommended
proposals to amend the performance incentive
fee arrangements for Puma Investments



**PUMA
INVESTMENTS**

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt about the action to be taken, you should immediately consult a person authorised under the Financial Services and Markets Act 2000 (FSMA) who specialises in advising on the acquisition of shares and other securities.

If you have sold or otherwise transferred all of your Ordinary Shares in Puma VCT 13 plc (the “**Company**”), please send this document and accompanying documents, as soon as possible, to the purchaser or transferee or to the stockbroker, authorised financial adviser or other person through whom the sale or transfer was effected for delivery to the purchaser or transferee.

This document comprises a circular prepared in accordance with the Listing Rules made under section 73A of the FSMA for the purposes of the General Meeting of the Company convened pursuant to the Notice of General Meeting set out at the end of this document.

This Circular has been approved by the FCA in accordance with section 87A of the FSMA and will be made available to the public.

Howard Kennedy Corporate Services LLP (“**Howard Kennedy**”), which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting for the Company in respect of the subject matter of this Circular and no-one else and will not, subject to the responsibilities and liabilities imposed by FSMA or the regulatory regime established thereunder, be responsible to any other person for providing the protections afforded to clients of Howard Kennedy or for providing advice to any other person in relation to the contents of this document or on any other matter referred to in this Circular.

PUMA VCT 13 PLC

(Incorporated in England and Wales with registered number 10376236)

General Meeting in connection with recommended proposals to amend the performance incentive fee arrangements for Puma Investments

Your attention is drawn to the letter from the Chairman of the Company set out in Part I of this document which contains a recommendation from the Board to vote in favour of the Resolution to be proposed at the General Meeting to be held at 5.30 p.m. on 27 July 2023 (or, if earlier, immediately after the conclusion of the Company's annual general meeting to be held on 27 July 2023) at Cassini House, 57 St James's Street, London, SW1A 1LD.

Notice of the General Meeting is set out at the end of this Circular.

To be valid, the form of proxy enclosed with this document for the General Meeting should be completed and returned not later than 5.30 p.m. on 25 July 2023, either by post or by hand (during normal business hours only) to the Company's Registrar, Neville Registrars, Neville House, Steelpark Road, Halesowen B62 8HD or by email to info@nevilleregistrars.co.uk.

The right to vote at the General Meeting is determined by reference to the register of members at close of business two days prior to the General Meeting. Accordingly, to be entitled to vote, Shareholders must be entered in the register of members by close of business on 25 July 2023.

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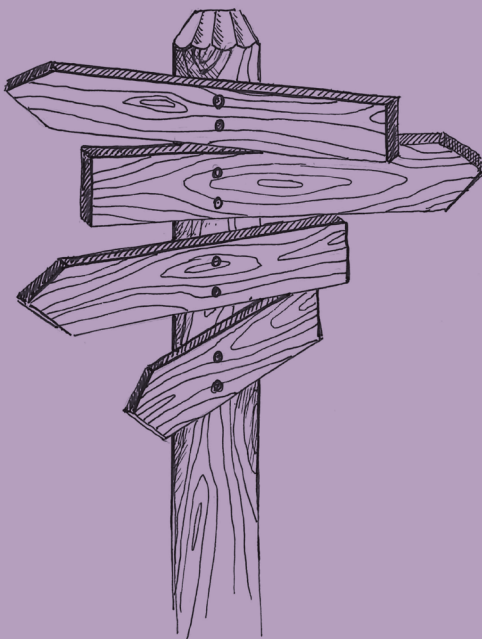
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Letter from the Chairman

Puma VCT13 plc

(Incorporated in England and Wales with registered number 10376236)

DIRECTORS

David Buchler (Chairman)

Stephen Hazell-Smith

Graham Shore

REGISTERED OFFICE

Cassini House

57 St James's Street

London SW1A 1LD

15 June 2023

Dear Shareholder,

Recommended proposals to amend the performance incentive fee arrangements between the Company and its investment manager, Puma Investment Management Limited ("Puma Investments")

Following discussions between the Board and Puma Investments, I am writing to you to propose changes to the current Investment Management Agreement to better align the way that the performance incentive fee ("PIF") is calculated to ensure it properly rewards Puma Investments for the performance of the Company's portfolio.

Background

Following the decision of the Board in October 2020 to change the Company from a limited life VCT to an evergreen VCT, the Board has kept under review the operation of the PIF (in particular, whether some of the incentive fee arises for technical reasons rather than due to genuine performance of the Company's investment portfolio). As a result of this, recently it has become apparent to the Board and Puma Investments that some adjustments need to be made to the existing arrangements.

More generally, and after ongoing discussions with Puma Investments, the Board believes that the overriding principle of the PIF should be to incentivise Puma Investments based purely on the investment gains within the portfolio in a relevant accounting period (net of costs), so that Puma Investments is rewarded on portfolio improvement unaffected by

any changes to the share capital of the Company (including the issue of new shares and/or the buyback of shares by the Company). In addition to proposing changes to the methodology for calculating the PIF to correct the two anomalies described below, the Board and Puma Investments have agreed that the Auditors should have the ability to make any necessary adjustments to the calculation of the PIF for the relevant accounting period to ensure that the PIF complies with the "overriding" principle stated above. The two anomalies that have been identified with regards to the methodology for calculating the PIF under the current Investment Management Agreement are:

1. Given that there is the potential for share buybacks to feature more prominently in the operation of the Company going forward, it has been noted that the current PIF arrangements reward Puma Investments for gains in NAV per Share that simply result from the Company making share buybacks (which is unrelated to the performance of the Company's investment portfolio). The stated buyback policy of the Company anticipates Ordinary Shares being bought back at a 5% discount to the latest published NAV per Share, which has the effect of increasing the NAV per Share of the remaining Ordinary Shares in issue, which currently forms the basis for the calculation of the Performance Value per Share, which then feeds into the PIF calculation. Consequently, this could contribute to the payment of a higher level of PIF.

2. The Company publishes its financial results twice a year - in its annual report and accounts (usually released in May or June) and its interim reports (usually released in November each year). As well as publishing its NAV per Share in its financial results, the Company also occasionally announces an unaudited NAV per Share at other times at the Board's discretion (for example, after the realisation of a significant investment).

When the Company raises new funds the number of Ordinary Shares to be issued to investors is largely determined by reference to the last published NAV per Share, so new Ordinary Shares are issued at varying share prices during the course of the relevant offer. On occasions this does not reflect the "actual" underlying NAV per Share of the Company at the time of allotment, as the last published NAV per Share before a share issue may have been determined by the Board some time ago, and the relevant annual report and accounts or interim reports may not be published for some time thereafter.

Furthermore, the calculation of the PIF is based on the Performance Value per Share (which takes into account all dividends paid up to the date of the end of the accounting period, and all PIFs previously paid). The Performance Value per Share is, therefore, always higher than NAV per Share. The fact that the price per Share on a share buyback, or an allotment of new Ordinary Shares is based on NAV per Share (even if it were an up to date NAV per Share) means that those share transactions are not on a level playing field with the Performance Value per Share and thereby artificially impact the calculation of the PIF.

All of the above anomalies artificially affect the NAV per Share on which the PIF is based.

To address these issues, it is proposed (subject to shareholder approval) that the calculation of the PIF for a relevant accounting period is amended to adjust for the impact of any share transactions (including, as applicable, the issue of new shares and/or the buyback of shares by the Company) which have been carried out during that period at varying share prices, so that Puma Investments is rewarded on portfolio improvements (net of costs) unaffected by any changes to the share capital of the Company. The adjustment will operate so that the relevant share price for any such share transaction will be deemed to have been at the prevailing Performance Value per Share as at the start of the relevant accounting period. The purpose of the proposed amendments is to ensure that Puma Investments is properly rewarded in line with the performance of the investment portfolio,

after costs, so as to result in Puma Investments receiving a PIF that equates to 20 per cent. of the investment gain within the portfolio (net of costs) for the relevant accounting period. The payment of the PIF will continue to be subject to the hurdle of the adjusted Performance Value per Share exceeding the High Watermark (being the higher of 110p and the highest Performance Value per Share at the end of any previous accounting period).

A detailed explanation of the proposed amendments to the PIF arrangements is set out in Part IV of this document. It is proposed that if Shareholders approve the proposals set out in this document, the amendments will take retrospective effect from 1 March 2022 (being the start of the Company's previous accounting period) and a PIF of £637,000 (inclusive of VAT where applicable) will become payable to Puma Investments.

The proposed amendments described in this document together constitute a related party transaction under the Listing Rules, as it is a transaction between the Company and Puma Investments (as the Company's investment manager, Puma Investments, is a "related party" under the Listing Rules). Since the potential financial benefit of the proposals to Puma Investments cannot be quantified, the Listing Rules require the Company to seek Shareholder approval of the proposals. This is the subject matter of the Resolution to be proposed at the General Meeting.

The Directors believe that the amended PIF structure will provide a strong incentive for the Investment Manager to generate as much value as possible for Shareholders, and is more appropriate for an "evergreen" VCT.

As Graham Shore, a director of the Company, is also an employee of the Puma Group, which is a related party of the Company under the Listing Rules, he has not taken part in the Board's consideration of the proposals relating to the amendment of the PIF.

Shareholder Approval

Notice of the General Meeting is set out at the end of this document. The General Meeting will be held at 5.30 p.m. on 27 July 2023 (or if earlier, immediately after the conclusion of the Company's annual general meeting to be held on 27 July 2023).

An explanation of the Resolution is set out below:

The Resolution is an ordinary resolution to approve the proposed variation to the Investment Management Agreement between the Company

and Puma Investments, details of which are set out in Part IV of this document "Details of the Proposed Amendments to the Performance Incentive Fee Arrangements".

Puma Investments is not a Shareholder and will not, therefore, vote on the Resolution at the General Meeting. As a related party to the Company under the Listing Rules, Puma Investments has undertaken to take all reasonable steps to ensure that its Associates, Graham Shore and Shore Capital International Asset Management Limited (which holds Ordinary Shares in relation to the performance incentive agreements summarised on page 9) will not vote on this Resolution at the General Meeting. As Graham Shore, a director of the Company, is also an employee of the Puma Group, which is a related party of the Company under the Listing Rules, he has not taken part in the Board's consideration of the proposals relating to the amendment of the PIF.

The ordinary resolution requires the approval of a simple majority of more than 50% of the votes cast in respect of it (whether in person or by proxy).

If the Resolution is not passed by the Independent Shareholders, the 2023 Deed of Amendment and Restatement will not become effective and the terms of the existing Investment Management Agreement will remain in force.

Before taking any action, you are recommended to read the further information set out in this document.

Risk factors

If the proposals set out in this Circular are not approved by Shareholders, the existing PIF arrangements will remain in place. However, in that case, the Investment Manager expects to find it more difficult to recruit and retain quality professional investment management staff if the existing PIF arrangements remain in place (since a £637,000 PIF payment in relation to the last financial year will not become payable and, going forward, potentially lower (and in some cases no) PIF payments may be made which will not reflect the actual performance of the Company's portfolio), as staff participate in and are incentivised by the PIF. This may affect the performance of the Investment Manager, which may in turn impact the performance of the Company's portfolio and, thereby, returns to Shareholders, as the ability to pay performance incentive fees is an important component of management returns payable to an investment manager and, accordingly, an investment executive's remuneration package for managing a venture capital portfolio.

Action to be taken

Shareholders will find enclosed with this document a form of proxy for use at the General Meeting. You are requested to complete and return the form of proxy so as to be received not later than 5.30 p.m. on 25 July 2023. Completion and return of the form of proxy will not prevent a Shareholder from attending and voting in person at the General Meeting should a Shareholder wish to do so.

Recommendation

The Board believes that the proposals described in this Circular are in the best interests of the Shareholders as a whole. Graham Shore is a director of the Company and an employee of the Puma Group, which is a related party of the Company under the Listing Rules. Accordingly, Graham Shore has not taken part in the Board's consideration of the proposals relating to the amendment of the PIF.

The Board considers that the amendment of the PIF is fair and reasonable so far as the Shareholders as a whole are concerned, the Directors having been so advised by Howard Kennedy as sponsor to the Company. In providing this advice, Howard Kennedy has taken into account the Directors' commercial assessment of these matters. Graham Shore - for the reasons stated in the previous paragraph - has not taken part in the Boards' consideration of the proposals relating to the amendment of the PIF.

Accordingly, the Board recommends Shareholders to vote in favour of the Resolution at the General Meeting. Graham Shore, as a director of the Company and an employee of the Puma Group, will not vote on the Resolution at the General Meeting in respect of his holding of Ordinary Shares in the Company as he is not an Independent Shareholder. Puma Investments has undertaken to take all reasonable steps to ensure that its Associates, Graham Shore and Shore Capital International Asset Management Limited (which holds shares in the Company) will not vote on the Resolution at the General Meeting. The other Directors intend to vote in favour of the Resolution in respect of their own beneficial holdings of, in aggregate, 40,400 Ordinary Shares (representing approximately 0.045% of the issued Ordinary Share capital as at 14 June 2023, being the latest practicable date prior to the publication of this document).

Yours sincerely

David Buchler
Chairman

PART II

Additional Information

1. Responsibility

The Company and the Directors, whose names appear in paragraph 3.1 below, accept responsibility for the information contained in this document. To the best of the knowledge of the Company and the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. Issued Share Capital

2.1. As at 14 June 2023 (being the latest practicable date prior to the publication of this document), the issued Ordinary Share capital of the Company was as follows:

Aggregate nominal value (£)	Number of Ordinary Shares
44,593.49	89,186,980

2.2. As at 14 June 2023 (being the latest practicable date prior to the publication of this document), no warrants or options to subscribe for Ordinary Shares are outstanding, nor did the Company hold any share capital in treasury.

3. Directors and their Interests

3.1. As at 14 June 2023 (being the latest practicable date prior to the publication of this document), the Directors, their immediate families and connected persons within the meaning of Rule 3 of the Disclosure Guidance and Transparency Rules (“DTR 3”) have the following interests in the issued Ordinary Shares, the existence of which is known to or could with reasonable diligence be ascertained by the Directors:

Name	Number of Ordinary Shares	% of issued Ordinary Shares
David Buchler	20,200	0.02
Stephen Hazell-Smith	20,200	0.02
Graham Shore	51,000	0.06

3.2. None of the Directors has a service contract with the Company, nor are any such contracts proposed. David Buchler, Stephen Hazell-Smith and Graham Shore were each appointed under a letter of appointment dated 13 September 2017, in each case terminable by either party on three months’ notice to expire at any time after the date 15 months from their respective commencement dates, pursuant to which they are required to devote such time to the affairs of the Company as the Board reasonably requires consistent with their role as a non-executive director. None of the agreements provides for any compensation to be paid to the Director on termination of the relevant agreement. Under the agreements David Buchler is entitled to receive an annual fee of £25,000 (plus VAT if applicable), Stephen Hazell-Smith is entitled to receive an annual fee of £18,000 (plus VAT if applicable) and Graham Shore is entitled to receive an annual fee of £18,000 (plus VAT if applicable). In respect of the financial year ended 28 February 2023, David Buchler received £25,000 (plus VAT if applicable), Stephen Hazell-Smith received £18,000 (plus VAT if applicable) and Graham Shore received £18,000 (plus VAT if applicable).

3.3. No Director is or has been interested in any transaction which is or was unusual in its nature or conditions or significant to the business of the Company and which was effected by the Company in the year ended 28 February 2023 or in the current financial year or which was effected in an earlier financial year and remains in any respect outstanding or unperformed, save for Graham Shore who is a shareholder in Shore Capital Group Limited (the ultimate holding company of Puma Investments and PIASL which are parties to the agreements referred to in paragraphs 5.1 to 5.7), and who is consequently interested in these agreements.

4. Substantial Shareholders

The Company is not aware of any person, as at the date of this document, who is directly or indirectly, interested in 3% or more of the issued Ordinary Share capital of the Company and is required to notify such interest in accordance with the DTR 3.

5. Material Contracts

The following constitutes a summary of the principal contents of each material contract entered into by the Company, otherwise than in the ordinary course of business, in the two years immediately preceding the date of this document and other contracts, otherwise than in the ordinary course of business, which contain any provision under which the Company has an obligation or entitlement which is material to the Company as at the date of this document. There are no other contracts, not being contracts entered into in the ordinary course of business, entered into by the Company which contain any provision under which the Company has an obligation or entitlement which is material to the Company as at the date of this document:

5.1. Investment Management Agreement

An agreement (the "Investment Management Agreement") dated 13 September 2017 (as varied by the deeds of amendment and restatement to the Investment Management Agreement dated 9 October 2020 and 4 August 2021 referred to in paragraphs 5.4 and 5.5 below, and, subject to Shareholder approval, to be varied by the 2023 Deed of Amendment and Restatement summarised in paragraph 5.7 below) and made between the Company and the Investment Manager whereby the Investment Manager will provide discretionary investment management and advisory services to the Company in respect of its portfolio of Qualifying Investments and Non-Qualifying Investments.

The Investment Manager will receive an annual investment management fee equal to 2% of the Net Asset Value (plus VAT if applicable) payable quarterly in arrears until the termination of the Investment Management Agreement. In relation to the financial year ended 28 February 2023 the Company paid fees totalling £1,463,000 for these services (inclusive of VAT where applicable). The Investment Manager has agreed to reduce its annual investment management fee by such amount as is equal to the amount by which the Annual Running Expenses of the Company exceeds 3.5% of its Net Asset Value.

The Investment Manager is also entitled to a performance incentive fee as described in paragraph 5.4 below.

The Investment Manager is entitled to reimbursement of expenses incurred in performing its obligations. In respect of the period prior to 4 August 2021, in investments made in companies that are not listed on AIM, the Investment Manager was entitled to charge investee companies fees for arrangement and structuring and, to the extent that other services were provided, additional fees as were agreed. Unless the Board agreed otherwise, fees payable to the Investment Manager by investee companies for arranging and structuring investments (but not syndication or other services) would not exceed 5% of the value of the total invested by the Company (and any other investor to whom the Investment Manager syndicated any part of the investment) and in the case of periodical fees up to £75,000 per annum (index-linked) (plus VAT, if applicable).

In respect of the period from 4 August 2021, the Investment Manager is entitled to charge investee companies arrangement, structuring and monitoring fees and expenses, and to the extent that other services are provided, additional fees as may be agreed between the Investment Manager and the relevant investee company. Unless the members of the Board (who are independent of the Investment Manager) agree otherwise:

- (i) in the case of arrangement and structuring fees, the aggregate of such fees and expenses charged to the investee company shall not exceed 3% of the value of the total investment (at the time of investment) by the Company invested in such investee company; and
- (ii) in the case of monitoring fees and expenses, and periodical fees, the aggregate of such fees and expenses (on a per annum basis) charged to the investee company shall, together, not exceed 2.5% of the value of the total amount invested by the Company in such investee company

provided that the aggregate of such arrangement and structuring fees, monitoring fees and periodical fees, and expenses identified in this paragraph that may be charged by the Investment Manager in relation to all investee companies shall not in any twelve month period be £246,000 more than the aggregate of all fees and expenses that the Investment Manager could have charged the investee companies under the provisions of the Investment Management Agreement that were in effect prior to 4 August 2021 in respect of that twelve month period. The appointment of the Investment Manager took effect on 19 March 2018 (the date of the first allotment of Ordinary Shares under the 2017 Offer) and will continue for a period of 10 years from that date and thereafter terminate on 12 calendar months' notice by either party given at any time on or after the fifth anniversary of the agreement, provided that in the event of such notice being given by the Company, it shall have been approved beforehand by holders of 75% or more of the Ordinary Shares in issue (a "Special Majority") at a duly convened general meeting of the Company called for the purpose. If at any such general meeting a Special Majority does not vote in favour of the applicable resolution, no further resolution shall be proposed for the same purpose for a further 12 month period. The Investment Management Agreement is subject to earlier termination by either party in certain circumstances.

Any investment or other asset of any description of the Company (other than dematerialised securities which will be registered in the name of a nominee, Pershing Securities Limited, a private limited company resident in England and incorporated in England and Wales with company number 02474912, whose registered office is at Royal Liver Building, Pier Head, Liverpool, England, L3 1LL, an authorised firm under the FCA rules and governed by English law (or such other dematerialised custodian as the Company may appoint from time to time), will be held in the Company's name, although in exceptional circumstances another suitable person may hold such investments or assets acting as custodian where, due to the nature of the law or market practice of an overseas jurisdiction, it is in the best interests of the Company to do so or it is not feasible to do otherwise.

When conflicts occur between the Investment Manager and the Company because of other activities and relationships of the Investment Manager, the Investment Manager will ensure that the Company receives fair treatment or will rely on "Chinese Wall" arrangements restricting the flow of information within the Investment Manager's organisation. Alternatively such conflicts will be disclosed to the Company.

The Investment Manager may make investments on behalf of the Company in collective investment vehicles of which it is manager or in companies where the Investment Manager has been involved in the provision of services to those companies and may receive commissions, benefits, charges or advantage from so acting. There will be no duplication of fees in such situations.

The provision by the Investment Manager of discretionary investment management and advisory services is subject to the overall control, direction and supervision of the Directors.

5.2. Administration Agreement

An agreement dated 13 September 2017 and made between the Company and PIASL, whereby PIASL will provide certain administration services and company secretarial services to the Company with regard to all the investments of the Company for an annual fee of 0.35% of the Net Asset Value (plus VAT if applicable). In relation to the financial year ended 28 February 2023 the Company paid fees totalling £256,000 for these services (inclusive of VAT where applicable).

The appointment of PIASL shall continue for a period of 10 years from 19 March 2018 (the date of the first allotment of Ordinary Shares under the 2017 Offer) and is thereafter terminable by either party giving 12 months' written notice, on or after the fifth anniversary of the agreement, but subject to early termination in certain circumstances.

5.3. Performance Incentive Agreements

5.3.1. Agreements between each member of the Management Team and the Company dated 8 December 2016 (as amended by deeds of variation on 28 June 2018 to extend the terms of those arrangements to include the 2018 Offer) under which the members of the Management Team:

- (a) agreed to subscribe for, in aggregate, 7,500,000 Ordinary Shares at par value; and

(b) gave irrevocable undertakings:

- (i) to transfer back to a nominee of the Company for nil consideration immediately after the close of the 2018 Offer (but prior to admission) such number of Performance Incentive Shares as will result in the Management Team holding, in aggregate, not more than 20% of the entire issued share capital of the Company following the 2018 Offer;
- (ii) to waive any form of distribution of income or any form of return of capital declared by the Company unless and until the Performance Target (as amended by the agreements listed at paragraph 5.3.2) has been achieved;
- (iii) to transfer back to a nominee of the Company for nil consideration all of the Performance Incentive Shares immediately prior to the dissolution of the Company on a winding up if the Performance Target (as amended by the agreements listed at paragraph 5.3.2) has not been achieved;
- (iv) (save in respect of Shore Capital Group Investments Limited) to transfer to the Investment Manager for par value all the Performance Incentive Shares immediately on cessation of employment (other than for death or incapacity) within three years of the initial closing date of the 2017 Offer of the relevant employee with the Investment Manager; and
- (v) not to transfer any Performance Incentive Shares (other than in accordance with the above terms of the Performance Incentive Agreement) unless and until the Performance Target (as amended by the agreements listed at paragraph 5.3.2) has been achieved.

5.3.2. Agreements between each member of the Management Team and the Company dated 7 September 2017 under which the members of the Management Team:

- (a) agreed to subscribe for, in aggregate, 3,750,000 Ordinary Shares at par value;
- (b) gave irrevocable undertakings as described in paragraph 5.3.1(b) above; and
- (c) made consequential amendments to the agreements listed at paragraph 5.3.1 above.

The entitlements of the Management Team to any of the Ordinary Shares referred to in paragraph 5.3.2(a) above lapsed on the close of the 2017 Offer on 28 June 2018 and all such shares were transferred to a nominee of the Company for cancellation.

5.3.3. Following the variation of the performance incentive arrangements described in paragraph 5.4 below, the above agreements were varied to reflect those new performance incentive arrangements.

5.4. 2020 Deed of Amendment and Restatement

A deed of amendment and restatement to the Investment Management Agreement dated 9 October 2020 made between the Company (1) and the Investment Manager (2) whereby the Investment Management Agreement was varied to provide for new PIF arrangements. Consequently, a performance incentive fee is payable in relation to each accounting period (as determined from the audited annual accounts for that period), subject to the Performance Value per Share being at least 110p at the end of the relevant period. The amount of the performance incentive fee will be equal to 20% of the amount by which the Performance Value per Share at the end of an accounting period exceeds the High Water Mark (being the higher of 110p and the highest Performance Value per Share at the end of any previous accounting period), multiplied by the number of Ordinary Shares in issue at the end of the relevant period (excluding any Performance Incentive Shares). That amount will be payable to the Investment Manager (or such persons as the Investment Manager nominates from time to time, including members of the Management Team). Amounts will, where possible, be paid as a dividend through the Performance Incentive Shares which were issued to the Management Team. Please refer to paragraph 5.7 below for further amendments to the PIF which are being proposed to shareholders in this Circular.

5.5. 2021 Deed of Amendment and Restatement

A deed of amendment and restatement to the Investment Management Agreement dated 4 August 2021 made between the Company (1) and the Investment Manager (2) whereby the Investment Management Agreement was further varied to update that agreement for various expenses and disbursements that the Investment Manager could charge to the investee companies of the Company in relation to the below.

The Investment Manager is entitled to reimbursement of expenses incurred in performing its obligations. The Investment Manager is entitled to charge investee companies arrangement, structuring and monitoring fees and expenses, and to the extent that other services are provided, additional fees as may be agreed between the Investment Manager and the relevant investee company. Unless the members of the Board (who are independent of the Investment Manager) agree otherwise:

- (i) in the case of arrangement and structuring fees, the aggregate of such fees and expenses charged to the investee company shall not exceed 3% of the value of the total investment (at the time of investment) by the Company invested in such investee company; and
- (ii) in the case of monitoring fees and expenses, and periodical fees, the aggregate of such fees and expenses (on a per annum basis) charged to the investee company shall, together, not exceed 2.5% of the value of the total amount invested by the Company in such investee company

provided that the aggregate of such arrangement and structuring fees, monitoring fees and periodical fees, and expenses identified in this paragraph that may be charged by the Investment Manager in relation to all investee companies shall not in any twelve month period be £246,000 more than the aggregate of all fees and expenses that the Investment Manager could have charged the investee companies under the provisions of the Investment Management Agreement that were in effect prior to 4 August 2021 in respect of that twelve month period.

5.6. 2022 Offer Agreement

An offer agreement dated 11 August 2022 and made between the Company (1), the Directors (2), the Sponsor (3) and the Promoter (4) (the "2022 Offer Agreement"), pursuant to which the Sponsor agreed to act as sponsor to the 2022 Offer and the Promoter undertook, as agent of the Company, to use its reasonable endeavours to procure subscribers under the 2022 Offer. The Promoter was entitled to any interest earned on subscription monies prior to the allotment of Ordinary Shares which was to be applied to defray the costs of the 2022 Offer. Under the 2022 Offer Agreement the Company was to pay the Promoter a commission of 3% of the aggregate value of accepted applications for Ordinary Shares received pursuant to the 2022 Offer.

The Promoter was responsible for the payment of initial and trail commission to authorised financial intermediaries in respect of execution only clients.

Under the 2022 Offer Agreement, which could be terminated by the parties in certain circumstances, the Promoter, the Company and the Directors gave certain warranties and indemnities. Warranty claims must be made by no later than three months after the second annual general meeting of the Company following the closing date of the 2022 Offer at which Shareholders approve the Company's accounts or (if earlier) by the date the Company is subject to a takeover. The Company also agreed to indemnify the Sponsor and the Promoter. The warranties and indemnities were in usual form for a contract of this type and the warranties were subject to limits of the greater of £1,000,000 or 5% of the proceeds of the 2022 Offer for the Promoter, and one year's director fees for each Director. The 2022 Offer Agreement could be terminated by the Sponsor and/or the Promoter, *inter alia*, if any statement in the prospectus relating to the 2022 Offer was untrue, any material omission from that prospectus arose or any breach of warranty occurred.

5.7. 2023 Deed of Amendment and Restatement

A deed of amendment and restatement to the Investment Management Agreement dated 15 June 2023 made between the Company (1) and the Investment Manager (2) whereby, subject to Shareholders passing the Resolution, the Investment Management Agreement will be varied, with retrospective effect from 1 March 2022, to provide for revised PIF arrangements, as described on page 16 of this document. The PIF will continue to be payable to the Investment Manager (or such persons as the Investment Manager nominates from time to time, including members of the Management Team). Amounts will, where possible, continue to be paid as a dividend through the Performance Incentive Shares which were issued to the Management Team.

In relation to the financial year ended 28 February 2023, if the amendments set out in the 2023 Deed of Amendment and Restatement are approved by Shareholders, the Company will pay a PIF to the Investment Manager totalling £637,000 (inclusive of VAT where applicable). If such amendments are not approved, no PIF will be payable to the Investment Manager for that financial period.

6. Other

- 6.1. The Company was incorporated and registered in England and Wales under the CA 2006 as a public company with limited liability on 15 September 2016 with registered number 10376236. The principal place of business and the registered office of the Company is Cassini House, 57 St James's Street, London, SW1A 1LD, and its telephone number is 020 7408 4100. The Company is domiciled in England. The principal legislation under which the Company operates, and under which the Ordinary Shares have been created, is the CA 2006 and the regulations made thereunder. The Company is not regulated to conduct investment business under FSMA, and is neither regulated nor authorised by any particular regulatory authority. By virtue of the fact that the Company is a VCT, it will be subject to the regulations of HMRC, the CA 2006, the FCA and other relevant regulations and legislation.
- 6.2. Statutory accounts of the Company for the year ended 28 February 2023 (in respect of which the Auditors have made an unqualified report under CA 2006) were published by the Company on 15 June 2023. Once these accounts have been voted on by the Shareholders at the annual general meeting of the Company to be held on 27 July 2023, they will be delivered to the Registrar of Companies.
- 6.3. Save for the offer agreement described in paragraph 5.6, fees paid to the Directors as detailed in paragraph 3.2 above, the fees payable to the Investment Manager for investment adviser services under the Investment Management Agreement described in paragraph 5.1 (and as varied in the manner described in paragraphs 5.4 and 5.5) and fees payable to PIASL for administration services under the administration agreement described in paragraph 5.2 above, there have been no other related party transactions or fees paid by the Company since 28 February 2023 to the date of this document.
- 6.4. Save in respect of the sum of £22.3 million raised (before issue costs) pursuant to the 2022 Offer after 28 February 2023, since 28 February 2023 (being the end of the last financial year of the Company for which audited financial information has been published) to the date of this document, there has been no significant change in the financial performance or position of the Company.
- 6.5. There have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Company is aware) during the 12 month period ended on the date of this document which may have, or have had in the recent past, significant effects on the Company's financial position or profitability.
- 6.6. The Company does not have any material shareholders with different voting rights.
- 6.7. Howard Kennedy has given and has not withdrawn its written consent to the issue of this document, with references to its name in the form and context in which they are included and the inclusion of the statement on page 6 of this document that Howard Kennedy has advised the Directors that it considers the proposed amendment to the Investment Management Agreement as set out in the 2023 Deed of Amendment and Restatement to be fair and reasonable so far as the Shareholders are concerned.

7. Documents Available for Inspection

The Company's memorandum and articles of association will be available for inspection during normal business hours on any day (Saturdays, Sundays and public holidays excepted) from the date of this document until the conclusion of the General Meeting at the registered office of the Company and at the offices of Howard Kennedy, No 1 London Bridge, London SE1 9BG and may also be inspected at the Company's website address at <http://www.pumainvestments.co.uk>.

15 June 2023

PART III

Definitions

“2023 Deed of Amendment and Restatement”	the deed of amendment and restatement dated 15 June 2023 between the Company and the Investment Manager, varying certain terms of the Investment Management Agreement, subject to Shareholder approval, the principal terms of which are summarised in paragraph 5.7 on page 11 of this document
“2017 Offer”	the offer for subscription by the Company for Ordinary Shares that was launched on 13 September 2017
“2018 Offer”	the offer for subscription by the Company for Ordinary Shares that was launched on 27 July 2018
“2022 Offer”	the offer for subscription by the Company for Ordinary Shares that was launched on 11 August 2022
“Annual Running Expenses”	the central running costs of the Company, including Directors’ fees, the annual investment management fee and the administration fee but excluding transaction related fees and expenses, any performance incentive fees and costs relating to the establishment of the Company
“Articles”	the articles of association of the Company, as amended from time to time
“Associates”	has the meaning given in the Listing Rules
“Auditors”	the auditors of the Company from time to time, being MHA as at the date of this document
“Board” or “Directors”	the board of directors of the Company
“Business Days”	any day (other than a Saturday) on which the clearing banks are open for normal banking business in sterling
“CA 2006”	Companies Act 2006 (as amended)
“Circular”	this document
“Company”	Puma VCT 13 plc
“CREST”	the computerised settlement system to facilitate the transfer of title to securities in uncertificated form operated by Euroclear UK & Ireland Limited
“Disclosure Guidance & Transparency Rules”	the disclosure guidance & transparency rules of the FCA

“FCA”	the Financial Conduct Authority
“FSMA”	the Financial Services and Markets Act 2000 (as amended)
“General Meeting”	the general meeting of the Company convened for 27 July 2023 (or any adjournment thereof)
“High Water Mark”	in relation to the performance incentive fees (that do not relate to the Performance Incentive Shares) the higher of 110p and the highest Performance Value per Share at the end of any previous accounting period of the Company
“HMRC”	Her Majesty’s Revenue & Customs
“Howard Kennedy”	Howard Kennedy Corporate Services LLP
“Independent Directors”	David Buchler and Stephen Hazell-Smith
“Independent Shareholders”	Shareholders other than the Associates of the Investment Manager, Shore Capital International Asset Management Limited (which hold Ordinary Shares in relation to the performance incentive agreements summarised on page 9 of this document) and Graham Shore
“Investment Management Agreement”	an agreement dated 13 September 2017 between the Company and the Investment Manager (as varied by deeds of amendment and restatement dated 9 October 2020 and 4 August 2021), under which the Investment Manager provides discretionary and advisory investment management services to the Company in respect of its portfolio of investments
“ITA 2007”	Income Tax Act 2007 (as amended)
“Listing Rules”	the listing rules of the FCA
“London Stock Exchange”	London Stock Exchange plc
“Management Team”	certain employees of Puma Investments, Puma Private Equity Limited or other companies in Puma Investments’ parent company’s group of companies
“NAV” or “net asset value”	the aggregate of the gross assets of the Company less its gross liabilities
“Official List”	the official list of the FCA
“Ordinary Shares” or “Shares”	ordinary shares of £0.0005 each in the capital of the Company (and each an “Ordinary Share” and a “Share”)
“Performance Incentive Shares”	those Ordinary Shares that are held by members of the Management Team which were issued prior to the close of 2018 Offer (which represent 4.37% of the issued Ordinary Share capital of the Company as at the date of this document)
“Performance Target”	the realisation (by investors under the 2017 Offer and 2018 Offer) of Ordinary Shares in excess of £1.05 per Share by way of distributions or returns of capital to them (by way of capital or income) during the life of the Company and, if applicable, on its winding up

“Performance Value per Share”	<p>in relation to each accounting period of the Company, the total of the following:</p> <p>(i) the net asset value;</p> <p>(ii) all performance incentive fees previously paid or accrued by the Company for all previous accounting periods; and</p> <p>(iii) the cumulative amount of dividends paid by the Company before the relevant accounting reference date (including the amount of those dividends in respect of which the ex-dividend date has passed as at that date)</p> <p>with the aggregate amount of (i) to (iii) above divided by the number of Ordinary Shares in issue in the Company on the relevant date (excluding the Performance Incentive Shares)</p>
“PIASL”	PI Administration Services Limited
“Puma Group”	Puma Investments, Puma Private Equity Limited or other companies in Puma Investments’ parent company’s group of companies
“Puma Investments”, “Investment Manager” or “Promoter”	Puma Investments Management Limited of Cassini House, 57 St James’s Street, London SW1A 1LD
“Resolution”	the resolution to be proposed at the General Meeting
“Shareholder”	a holder of Ordinary Shares
“VCT” or “venture capital trust”	a company satisfying the requirements of Chapter 3 of Part 6 of ITA 2007 for venture capital trusts

Details of the Proposed Amendments to the Performance Incentive Fee Arrangements

The Board and Puma Investments are proposing that the PIF formula set out in the Investment Management Agreement should, subject to Shareholders' approval, be amended in the following ways:

- if Ordinary Shares are issued in an accounting period, then the relevant share price for that share issue will be deemed to have been at the prevailing Performance Value per Share as at the start of the relevant accounting period, being the accounting period in which the relevant shares are issued;
- if any Ordinary Shares are bought back by the Company in an accounting period, the relevant share price for that buyback will again be deemed to have been at the prevailing Performance Value per Share as at the start of the relevant accounting period; and
- the Auditors may, when calculating the PIF, make any adjustments which it deems are reasonably necessary or desirable so that the resulting PIF as calculated complies with the "overriding" principle that in relation to the PIF, Puma Investments are incentivised purely based on the investment gains within the portfolio in the relevant accounting period (net of costs).

The Board believes that these changes to the method used to calculate the NAV per Share that will determine the PIF payable to Puma Investments, and providing the Auditors with the ability to make adjustments in the way it calculates the PIF, is fairer to Shareholders as it ensures that Puma Investments is properly rewarded in line with the performance of the investment portfolio (after costs), so that Puma Investments will receive a PIF that equates to 20% of investment gains within the portfolio (net of costs) for a relevant accounting period. This amended formula would remove the potential for the PIF to be impacted by upward or downward movements in the NAV per Share as a result of share transactions (including, as applicable, the issue of new Ordinary Shares or share buybacks) which are not reflective of Puma Investments' efforts and performance.

It is proposed that if Shareholders approve the proposals set out in this document, the amendments will be deemed to have taken retrospective effect from 1 March 2022 (being the start of the Company's previous accounting period) and this will result in a PIF payment of £637,000 (inclusive of VAT where applicable) being made to the Investment Manager for the accounting period commencing 1 March 2022. The payment of the PIF would continue to be subject to the existing hurdle in the Investment Management Agreement of the adjusted Performance Value Per Share exceeding the High Watermark (being the higher of 110p and the highest Performance Value per Share at the end of any previous accounting period).

Notice of General Meeting

Puma VCT13 plc

(Registered in England and Wales with registered number 10376236)

NOTICE IS HEREBY GIVEN that a general meeting of Puma VCT13 plc ("**Puma**") will be held at Cassini House, 57 St James's Street, London, SW1A 1LD at 5.30 p.m. on 27 July 2023 (or, if earlier, immediately after the conclusion of the annual general meeting of Puma to be held on 27 July 2023) for the purposes of considering and, if thought fit, passing the following resolution, to be proposed as an ordinary resolution:

THAT the 2023 Deed of Amendment and Restatement, as defined in, and details of which are set out in, the Circular, be and is hereby approved.

For the purpose of the Resolution, words and expressions defined in the circular issued to the shareholders of Puma dated 15 June 2023 (the "**Circular**") shall have the same meanings in the Resolution, save where the context requires otherwise.

Dated 15 June 2023

By order of the Board

Eliot Kaye
Company Secretary

Registered Office:

Cassini House
57 St James's Street
London
SW1A 1LD

Information regarding the General Meeting, including the information required by section 311A of CA 2006, is available from: www.pumainvestments.co.uk/pages/view/investors-information-vcts.

Notes:

- a) Any member of the Company entitled to attend and vote at the General Meeting is entitled to appoint more than one proxy to exercise all or any of his rights to attend, speak and vote in his place on a poll provided that each proxy is appointed to a different share or shares. Such proxy need not be a member of Puma. A form of proxy is enclosed. Any other appointed proxy will not be able to attend the General Meeting.
- b) To be valid, the completed and signed form of proxy must either be returned to Puma's Registrars, Neville Registrars, Neville House, Steelpark Road, Halesowen B62 8HD or a scanned copy emailed to info@nevilleregistrars.co.uk. Whichever means of return is used this must be done in sufficient time to ensure the form is received by 5.30 p.m. on 25 July 2023.
- c) Any corporation which is a member may appoint one or more corporate representatives who may exercise, on its behalf, all its powers as a member provided that no more than one corporate representative exercises powers over the same shares.
- d) Pursuant to regulation 41 of the Uncertificated Securities Regulations 2001 (as amended), entitlement to vote at the General Meeting and the number of votes which may be cast thereat will be determined by reference to the Register of Members of the Company at 6.00 p.m. on 25 July 2023. Changes to entries on the Register of Members after that time shall be disregarded in determining the rights of any person to vote at the meeting.
- e) You may not use any electronic address provided either in this notice of General Meeting or any related documents (including the form of proxy) to communicate for any purposes other than those expressly stated.
- f) CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual (available through www.euroclear.com). CREST personal members or other CREST sponsored members, and those CREST members who have

appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf. CREST members are strongly encouraged to appoint the 'Chairman of the meeting' as their proxy to ensure their votes are included in the poll vote conducted on the resolution.

- g) In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "**CREST Proxy Instruction**") must be properly authenticated in accordance with Euroclear UK & Ireland Limited's specifications, and must contain the information required for such instruction, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by Puma's agent (ID 7RA11) by 5.30 p.m. on 25 July 2023. For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST Application Host) from which Puma's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.
- h) CREST members and, where applicable, their CREST sponsors, or voting service providers should note that Euroclear UK & Ireland Limited does not make available special procedures in CREST for any particular message. Normal system timings and limitations will, therefore, apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST sponsored member, or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider(s) take(s)) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting system providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.
- i) The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.
- j) As at 14 June 2023, being the latest practical date prior to publication of this document, Puma's issued Ordinary Share capital comprised 89,186,980 Ordinary Shares. The total number of voting rights in the Company as at that date is 89,186,980. The website referred to above will include information on the number of Ordinary Shares and voting rights.
- k) If you are a person who has been nominated under section 146 of the CA 2006 to enjoy information rights ("**Nominated Person**"):
- you may have a right under an agreement between you and the member of the Company who has nominated you to have information rights ("**Relevant Member**") to be appointed or to have someone else appointed as a proxy for the General Meeting;
 - if you either do not have such a right or if you have such a right but do not wish to exercise it, you may have a right under an agreement between you and the Relevant Member to give instructions to the Relevant Member as to the exercise of voting rights;
 - your main point of contact in terms of your investment in the Company remains the Relevant Member (or, perhaps your custodian or broker) and you should continue to contact them (and not Puma) regarding any changes or queries relating to your personal details and your interest in the Company (including any administrative matters). The only exception to this is where the Company expressly requests a response from you.
- l) A vote withheld is not a vote in law, which means that the vote will not be counted in the calculation of votes for or against the resolution. If no voting indication is given, the proxy will vote or abstain from voting at his or her discretion. The proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the General Meeting.
- m) Except as provided above, members who have general queries about the General Meeting should call Puma's Registrars: Neville Registrars, Neville House, Steelpark Road, Halesowen B62 8HD on +44 (0) 121 585 1131 (no other methods of communication will be accepted).
- n) Members may not use any electronic address provided either in this notice of the General Meeting, or any related documents (including the Chairman's letter and form or proxy), to communicate with the Company for any purposes other than those expressly stated.

Form of Proxy

Company number 10376236
Puma VCT 13 plc (Company)
Form of Proxy

For use at the General Meeting of Puma VCT 13 plc convened for 27 July 2023 at Cassini House, 57 St James's Street, London, SW1A 1LD at 5.30 p.m. (or, if earlier, immediately after the conclusion of the annual general meeting of the Company to be held on 27 July 2023)

I/We (names in full) _____

of _____

being (a) member(s) of the Company hereby appoint the Chairman of the meeting or (see note 1)

_____ (Insert name of proxy)

as my/our proxy to attend, speak and vote on my/our behalf at the General Meeting of the Company to be held on 27 July 2023 at 5.30 p.m. (or, if earlier, immediately after the conclusion of the annual general meeting of the Company to be held on 27 July 2023) and at any adjournment thereof.

☐ Please tick here if this proxy appointment is one of multiple appointments being made by the same shareholder (see note 1).

Please indicate the number of Ordinary Shares in relation to which the named person is authorised to act as your proxy. If left blank the proxy will be authorised in respect of the full voting entitlement

I/We direct my/our proxy to vote on the following resolution as I/we have indicated by marking the appropriate box below with an 'X'. If no indication is given, my/our proxy will vote or abstain from voting at his or her discretion and I/we authorise my/our proxy to vote (or abstain from voting) as they think fit in relation to any other matter which is properly put before the meeting.

RESOLUTION	FOR	AGAINST	VOTE WITHHELD
To approve the 2023 Deed of Amendment and Restatement			

Dated _____

Signed or sealed (see Note 6) _____

NOTES:

1. Any member of the Company entitled to attend and vote at the General Meeting is also entitled to appoint one or more proxies to attend, speak and vote instead of that member. Unless you authorise your proxy to act in respect of your full voting entitlement (or if this form of proxy has been issued in respect of a designated account for a shareholder, the full voting entitlement for that designated account), please specify the number of Ordinary Shares in relation to which the proxy is authorised. A member may appoint more than one proxy in relation to the General Meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that member. A proxy may demand, or join in demanding, a poll. A proxy need not be a member of the Company but must attend the General Meeting in order to represent his appointor. A member entitled to attend and vote at the General Meeting may appoint the Chairman or another person as his proxy although the Chairman will not speak for the member.
2. Any alterations to the form of proxy should be initialled.
3. To be valid, a form of proxy and the power of attorney or other written authority, if any, under which it is signed or an office or notarially certified copy or a copy certified in accordance with the Powers of Attorney Act 1971 of such power and written authority, must be delivered to Neville Registrars, Neville House, Steelpark Road, Halesowen B62 8HD or electronically at info@nevilleregistrars.co.uk, by 5.30 p.m. on 25 July 2023. In the case of a poll taken more than 48 hours (excluding weekends and public holidays) after it is demanded, the document(s) must be delivered as aforesaid not less than 24 hours (excluding weekends and public holidays) before the time appointed for taking the poll, or where the poll is taken not more than 48 hours (excluding weekends and public holidays) after it was demanded, be delivered at the meeting at which the demand is made.
4. In order to revoke a proxy instruction a member will need to inform the Company using one of the following methods:
 - by sending a signed hard copy notice clearly stating the intention to revoke the proxy appointment to Neville Registrars, Neville House, Steelpark Road, Halesowen B62 8HD. In the case of a member which is a company, the revocation notice must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company. Any power of attorney or any other authority under which the revocation notice is signed (or a duly certified copy of such power or authority) must be included with the revocation notice.
 - by sending the signed notice as an email attachment to info@nevilleregistrars.co.uk.

In either case, the revocation notice must be received by Neville Registrars, Neville House, Steelpark Road, Halesowen B62 8HD before the General Meeting or the holding of a poll subsequently thereto. If a member attempts to revoke his or her proxy appointment but the revocation is received after the time specified then the proxy appointment will remain valid.
5. In the case of a corporation, this form must be executed under its common seal or signed on its behalf by its attorney or a duly authorised officer of the corporation.
6. In the case of joint shareholders, any one of them may sign. The vote of the person whose name stands first in the register of members will be accepted to the exclusion of the votes of the other joint holders.
7. The completion and return of this form will not preclude a member from attending the meeting and voting in person.
8. A vote withheld is not a vote in law, which means that the vote will not be counted in the calculation of votes for or against the resolution. If no voting indication is given, the proxy will vote or abstain from voting at his or her discretion. The proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the General Meeting.

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