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THIS ANNOUNCEMENT HAS BEEN DETERMINED TO CONTAIN INSIDE INFORMATION.

*This announcement does not constitute an offer to sell, or the solicitation of an offer to subscribe for, or to buy shares in any jurisdiction.*

*This announcement is an advertisement and not a prospectus. Any investment in any shares referred to in this announcement may be made only on the basis of information in a prospectus published by Foresight Solar Fund Limited on 3 March 2017, in connection with an initial placing, offer for subscription, private placement and a placing programme of ordinary shares of no par value each, to be admitted to the premium listing segment of the Official List of the Financial Conduct Authority and to trading on the Main Market for listed securities of the London Stock Exchange plc (the "**Prospectus**"). Attention is also drawn to the terms and conditions at the bottom of this announcement.*

**25 October 2017**

### **Foresight Solar Fund Limited**

#### **Proposed Placing and Net Asset Value Update**

The Board of Foresight Solar Fund Limited (the "**Company**") is pleased to announce a placing of new ordinary shares (the "**Placing**") under its existing placing programme as described in the Prospectus (the "**2017 Placing Programme**"). The Placing will seek to raise gross proceeds in excess of £75 million in accordance with the Prospectus.

The Company also announces its unaudited NAV as at 30 September 2017 was £426 million, resulting in a NAV per ordinary share of 102.9 pence (30 June 2017: 104.6 pence). The decrease in NAV is mainly attributable to a downward revision of power price assumptions over the three months to the end September 2017. The Gross Asset Value ("GAV") including Company and Subsidiaries as at 30 September 2017 is £638.1 million. The Company's equity discount rate for UK investments remains unchanged at 7.25%.

The placing price has been set at 108 pence per ordinary share. The Placing price represents a discount of 2.9% to the closing market price per ordinary share on 24 October 2017 and a premium to the latest NAV of 4.9%. Investors participating in the placing will be eligible for the second quarterly dividend of 1.58 pence per ordinary share, which is expected to be paid on 24 November 2017. The Company has already announced that, in the absence of unforeseen circumstances, its target full year dividend for 2017 is 6.32 pence per ordinary share.

## **Use of Proceeds**

The Board has recently announced its first overseas transactions in Australia with the acquisition of 48.5% of the 110MW Bannerton Solar Farm and the entering into binding commitments to acquire interests in the three construction stage assets from Canadian Solar Inc, Longreach (17MW), Oakey 1 (30MW) and Oakey 2 (70MW), representing a portfolio of 117MW (the "**Australian Assets**"). The Australian solar assets are expected to connect to the grid between March and October 2018, with the projects being held at cost until each of their relevant operation start dates are reached. Following the acquisition of the Australian Assets, the Company's portfolio comprises of 23 assets with a net peak capacity of 621MW, of which 146MW are under construction.

The equity investment for the Australian Assets, including the expected construction costs, will amount to a total of approximately A\$104 million (equivalent to c.£61 million at current exchange rate<sup>1</sup>) and will result in the Company's existing £95 million revolving credit facilities ("**RCFs**") becoming fully allocated.

In addition to the Bannerton Solar Farm and Canadian Solar Australian portfolio the Company's existing RCFs were also utilised to partially fund the acquisition of the 49.6MW Sandridge Solar Farm and the 5MW Wally Corner Solar Farm in February and July this year, respectively.

The net proceeds from the Placing will be used to pay down debt and to allow the Company to take advantage of a number of further attractive investment opportunities in the UK and overseas markets, in accordance with the Company's investment policy.

The Board believes that the Australian solar market is attractive as it offers the opportunity to diversify the Company's portfolio into an overseas market that benefits from strong regulatory support while delivering further growth opportunities for the Company, supported by the Investment Manager's active presence in Australia since 2016. The Australian Assets will be managed by the Investment Manager's local team which is based in Sydney and has the full support of the UK based team.

## **Australian Solar Market Opportunity**

The Australian solar market is a growing market with large-scale projects with an installed capacity above 1MW expected to represent 560MW of total installed capacity in 2017 and significant growth is expected in the coming years with 4.5GW of new large-scale projects expected to be installed by 2020<sup>2</sup>.

The Australian market presents a high irradiation profile with average levels of c.2,000 KWh/m<sup>2</sup>, approximately twice the average UK solar project, and a lower production seasonality with peak production months taking place between October and March. From a technical perspective the Australian

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<sup>1</sup> Assuming a GBB/AUD rate of 1.69 as of 23 October 2017.

<sup>2</sup> Source: Bloomberg New Energy Finance

projects predominately adopt a single axis tracking technology which provides an uplift in energy production versus fixed ground mounted solar solutions.

Regulatory support for solar projects in Australia is obtained under the Large Scale Renewable Energy Target (“**LRET**”), a scheme that has been in operation since 2001 with the aim to source 33,000 GWh of the nation's electricity generation from renewable sources by 2020, electricity generation that is expected to represent the equivalent of 20% of Australia's total generated electricity. Under current legislation the scheme will expire in 2030 independently of the date projects connect to the grid.

Under the LRET a renewable generator is entitled to a Large-Scale Generation Certificate (“**LGC**”) for every 1 MWh of power generated. The price of each LGC will be defined based on supply and demand principles, however prices can be fixed through long term contracts. Prices for LGCs are expected to decrease over time as additional renewable projects are connected to the grid therefore increasing supply of certificates.

The LGC related revenue expected to be generated by the Australian Assets will represent 23% of the total Australian dollars (“**AUD**”) revenue generated until 2030. The remaining 77% of the total revenue will be obtained from the sale of the electricity generated.

The sale of electricity generated can be performed on a wholesale spot electricity price basis or under long term, fixed-price power purchase agreements (“**PPAs**”) for up to 20 years. As the Company has already announced, the Solar Farms at Longreach and Oakey 1 have entered into 20-year fixed-price offtake agreements with the Queensland Government, while the Bannerton Solar Farm benefits from a 17 year fixed-price PPA with Alinta Energy, an Australian retailer.

The electricity sales under fixed price contracts during the initial 20-year period of operations will represent c.50% of the total expected electricity sales. This calculation excludes the Solar Farm at Oakey 2 as the PPA is still under negotiation.

Australia’s National Electricity Market is the wholesale electricity market that covers the electrically connected states and territories of eastern and southern Australia, being Queensland, New South Wales, Victoria, South Australia and Tasmania. Western Australia and the Northern Territory are disconnected and have their own networks.

Wholesale power prices vary between states and power prices can be volatile in certain parts of Australia. Australian summer months of October to March are when power prices are typically higher, in part due to the high levels of air conditioning in use. Power prices have recently increased as coal fired power stations have been taken offline such as the closure of Hazelwood Power Station which had a capacity of 1,600MW, equivalent to 12,000 GWh of generation a year, and provided 11% of Victoria’s power supply. Queensland for example has been experiencing recent volatility in power prices with average prices of A\$198, A\$240, A\$89, A\$95, A\$86 and A\$76/MWh in the six months from January 2017 to June 2017.

The Company will update its power price forecasts for each asset in Australia on a quarterly basis using forecasts prepared by a market leading adviser.

Once in operation the Australian Assets will be valued based on a Discounted Cash Flow (“DCF”) methodology applying an equity discount rate on a levered basis between 8.5% and 10%, depending on PPA strategy and gearing structure. The Company assumes a medium and long term inflation rate of 2.5% for the Australian market.

### **Gearing**

The Australian Assets will benefit from AUD denominated senior debt facilities at project level, a capital structure which provides a natural hedge from a foreign exchange perspective. All the senior debt facilities are already in place with the exception of the facility in relation to the Solar Farm at Oakey 2 (the "**Oakey 2 Facility**") which is currently under negotiation.

Gearing levels supported by solar projects in Australia depend on the PPA strategy, with a maximum gearing of 85% achievable for projects with PPAs with a 20 year tenor. The average gearing for the Australian portfolio, once the projects are connected to the grid, is expected to be approximately 59%.

The applicable interest rates for senior debt facilities also vary significantly depending on the PPA structure and the level of contracted revenues. The expected all-in cost of debt will range from 4.5% to 6%, with the average all-in cost of debt for the Australian Assets of 4.7%, including the expected cost for the Oakey 2 Facility. The legal tenor of the senior debt facilities will range from 5 to 9 years across the Australian Assets.

At the date of this announcement, all the AUD denominated senior debt facilities remain undrawn.

As of 30 September 2017, the Company's total outstanding debt, including RCFs was £199 million, representing 31% of GAV.

The total gearing as a percentage of GAV is not expected to exceed 40% at the point in time when the totality of the AUD denominated senior debt facilities are fully utilised, assuming:

- £75 million of gross proceeds are raised in the Placing and used to repay the RCFs outstanding balance;
- No further acquisitions funded by the RCFs are announced during that period; and
- The Company GAV is adjusted to reflect the DCF value of the Australian portfolio once the operational stage is reached.

### **Hedging Strategy**

The investment in the Australian Assets will result in the Company becoming exposed to foreign exchange movements as the Australian Assets will generate distributable cash flows in AUD.

In order to reduce the risk of currency fluctuations and to minimize the volatility of equity returns the Company will implement a hedging strategy of entering forward contracts for up to 2 years in length to hedge the majority of its distributable foreign currency cash flows at project level. The equity invested will not benefit from foreign exchange hedging.

The Company will be reviewing the foreign exchange strategy on a semi-annual basis with the objective of limiting the short term volatility in Sterling distributable cash flows caused by foreign exchange fluctuations and of optimising the hedging instruments associated costs.

### **The Placing**

The Placing will be non pre-emptive and shall commence immediately following this announcement.

Stifel Nicolaus Europe Limited ("Stifel") is the Company's Sponsor and will be the sole bookrunner for the remainder of the 2017 Placing Programme and J.P. Morgan Securities plc, which carries on its UK investment banking activities as J.P. Morgan Cazenove ("J.P. Morgan Cazenove") and Rand Merchant Bank, a division of FirstRand Bank Limited ("RMB") will no longer be involved. The Company will also no longer be pursuing a secondary listing in South Africa on the main board of the securities exchange operated by the JSE Limited.

Qualified investors should communicate their firm interest to their usual sales contact at Stifel, providing a clear indication of the number of new Ordinary Shares for which such qualified investors wish to subscribe under the Placing.

The decision to allot any new ordinary shares in the capital of the Company to any qualified investors shall be at the discretion of the Company and Stifel. Stifel reserves the right, after consultation with the Company and the Investment Adviser, to scale back applications under the Placing at their absolute discretion in such amounts as they consider appropriate. The Placing is subject to the updated terms and conditions of the 2017 Placing Programme as set out in the bottom of this announcement.

Applications will be made to the UK Listing Authority for all of the new ordinary shares issued pursuant to the Placing to be admitted to the premium segment of the Official List and for all such new ordinary shares to be admitted to trading on the London Stock Exchange's main market for listed securities. It is expected that such admission will become effective and dealings in such new ordinary shares will commence on 10 November 2017.

The expected timetable for the Placing is set out below and is subject to change at the discretion of the Company in consultation with Stifel.

### **Timetable**

The expected timetable for the Placing is as follows:

## EXPECTED TIMETABLE

| <b><i>Event</i></b>                                     | <b><i>Date</i></b>     |
|---|------------------------|
| Placing opens   | 25 October 2017        |
| Latest time and date for receipt of placing commitments | 12 pm, 7 November 2017 |
| Results of Placing announced and trade date             | 8 November 2017        |
| Admission and settlement                                | 10 November 2017       |

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**APPENDIX**  
**TERMS AND CONDITIONS OF THE PLACING**  
**IMPORTANT INFORMATION FOR PLACEES ONLY**  
**REGARDING THE PLACING**

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**REGARDING THE PLACING**

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS SET OUT IN THIS APPENDIX ARE FOR INFORMATION PURPOSES ONLY AND ARE DIRECTED ONLY AT: (A) PERSONS IN MEMBER STATES OF THE EUROPEAN ECONOMIC AREA ("EEA") WHO ARE QUALIFIED INVESTORS WITHIN THE MEANING OF ARTICLE 2(1)(E) OF EU DIRECTIVE 2003/71/EC AND AMENDMENTS THERETO (THE "PROSPECTUS DIRECTIVE") ("QUALIFIED INVESTORS") AND (B) IF IN THE UNITED KINGDOM, PERSONS WHO (I) HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS WHO FALL WITHIN THE DEFINITION OF "INVESTMENT PROFESSIONALS" IN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE "ORDER"), OR ARE HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS OR PARTNERSHIPS OR TRUSTEES OF HIGH VALUE TRUSTS AS DESCRIBED IN ARTICLE 49(2) OF THE ORDER AND (II) ARE "QUALIFIED INVESTORS" AS DEFINED IN SECTION 86 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 ("FSMA") AND (C) OTHERWISE, TO PERSONS TO WHOM IT MAY OTHERWISE BE LAWFUL TO COMMUNICATE IT TO (EACH A "RELEVANT PERSON"). NO OTHER PERSON SHOULD ACT OR RELY ON THIS ANNOUNCEMENT AND PERSONS DISTRIBUTING THIS ANNOUNCEMENT MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO. BY ACCEPTING THE TERMS OF THIS ANNOUNCEMENT YOU REPRESENT AND AGREE THAT YOU ARE A RELEVANT PERSON. THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. PERSONS DISTRIBUTING THIS ANNOUNCEMENT MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN RELATE IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. THIS APPENDIX DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY.

THE NEW SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "US SECURITIES ACT"), OR UNDER THE APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, TAKEN UP, RESOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY WITHIN, INTO OR IN THE UNITED STATES, EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE US SECURITIES ACT AND IN COMPLIANCE WITH THE SECURITIES LAWS OF ANY RELEVANT STATE OR OTHER JURISDICTION OF THE UNITED STATES. THERE WILL BE NO PUBLIC OFFER OF THE NEW SHARES IN THE UNITED STATES.

**EACH PLACEE SHOULD CONSULT ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS, FINANCIAL AND RELATED ASPECTS OF A SUBSCRIPTION FOR THE NEW SHARES.**

Persons who are invited to and who choose to participate in the Placing, by making an oral or written offer to subscribe for New Shares, including any individuals, funds or others on whose behalf a commitment to subscribe for New Shares is given ("Placees"), will be deemed to have read and understood this announcement in its entirety and to be making such offer on the terms and conditions, and to be providing the representations, warranties, acknowledgements and undertakings, contained in this Appendix. In particular each such Placee represents, warrants and acknowledges that:

- a) it is a Relevant Person (as defined above) and undertakes that it will subscribe for, hold, manage or dispose of any New Shares that are allocated to it for the purposes of its business; and
- b) if it is in a member state of the EEA and/or if it is a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, that any New Shares subscribed for by it in the Placing will not be subscribed for on a non-discretionary basis on behalf of, nor will they be subscribed for with a view to their offer or resale to, persons in any member state of the EEA in circumstances which may give rise to an offer of securities to the public other than an offer or resale in a member state of the EEA which has implemented the Prospectus Directive to Qualified Investors (as defined above), or in circumstances in which the prior consent of Stifel has been given to each such proposed offer or resale.

Stifel (the "Bookrunner") does not make any representation to any Placees regarding an investment in the New Shares.

**Details of the Restated Placing Agreement and of the New Shares**

The Bookrunner has today entered into a restatement agreement relating to the placing agreement dated 3 March 2017 with inter alia the Company and the Investment Manager (the "Restated Placing Agreement") under which, on the terms and subject to the conditions set out therein, the Bookrunner has agreed, as agent for and on behalf of the Company, to use reasonable endeavours to procure placees (the "Placees") for the New Shares to be issued pursuant to the Company's placing programme (the "Placing").

The New Shares will, when issued, be credited as fully paid and will rank pari passu in all respects with the existing ordinary shares in the capital of the Company (the "Ordinary Shares"), including the right to receive all dividends and other distributions declared, made or paid in respect of the Ordinary Shares after the date of admission of the New Shares, including the second quarterly dividend of 1.58 pence, which is expected to be paid on 24 November 2017.

**Applications for listing and admission to trading**



Applications will be made to the FCA for admission of the New Shares to the premium listing segment of the Official List of the UK Listing Authority (the "Official List") and to London Stock Exchange plc (the "London Stock Exchange") for admission of the New Shares to trading on its main market for listed securities (together, "Admission"). It is expected that Admission will become effective on or around 8.00 a.m. on 10 November 2017 and that dealings in the New Shares will commence at that time.

### **Bookbuild**

The Bookrunner will today commence the bookbuilding process for participation in the Placing by Placees (the "Bookbuild"). This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the Placing. No commissions will be paid to Placees or by Placees in respect of any New Shares.

The Bookrunner shall be entitled to effect the Placing by such alternative method to the Bookbuild as they may, in their absolute discretion following consultation with the Company and the Investment Manager, determine.

### **Participation in, and principal terms of, the Placing**

1. Stifel is acting as a bookrunner and agent of the Company in connection with the Placing.
2. Participation in the Placing will only be available to persons who may lawfully be, and are, invited to participate by the Bookrunner. The Bookrunner and its respective affiliates are entitled to enter bids in the Bookbuild as principal.
3. A single price of 108.00 pence per New Share shall be payable to the Bookrunner as agent for the Company by all Placees whose bids are successful (the "Placing Price"). The results of the Placing will be announced on a Regulatory Information Service ("RIS") following the completion of the Bookbuild (the "Placing Results Announcement").
4. To bid in the Bookbuild, prospective Placees should communicate their bid by telephone to their usual sales contact at the Bookrunner. Each bid should state the number of New Shares which the prospective Placee wishes to subscribe for at the Placing Price. Bids may be scaled down by the Bookrunner on the basis referred to in paragraph 8 below.
5. A bid in the Bookbuild will be made on the terms and subject to the conditions in this Appendix and will be legally binding on the Placee on behalf of which it is made and except with the Bookrunner's consent will not be capable of variation or revocation after the time at which it is submitted. Each Placee's obligations will be owed to the Company and the Bookrunner. Each Placee will also have an immediate, separate, irrevocable and binding obligation, owed to the Bookrunner as agents of the Company, to pay in cleared funds immediately on the settlement

date, in accordance with the registration and settlement requirements set out below, an amount equal to the product of the Placing Price and the number of New Shares such Placee has agreed to subscribe for and the Company has agreed to allot.

6. The Bookbuild is expected to close no later than 12 pm (London time) on 7 November 2017, but may be closed earlier or later at the discretion of the Bookrunner. The Bookrunner may, in agreement with the Company and the Investment Manager, accept bids that are received after the Bookbuild has closed.
7. Each prospective Placee's allocation will be determined by the Bookrunner (in consultation with the Company and the Investment Manager) and will be confirmed orally by the Bookrunner (as agent for the Company) following the close of the Bookbuild and a trade confirmation will be despatched thereafter. This oral confirmation to such Placee will constitute an irrevocable legally binding commitment upon that person (who will at that point become a Placee) in favour of the Bookrunner and the Company to subscribe for the number of New Shares allocated to it at the Placing Price on the terms and conditions set out in this Appendix and in accordance with the Company's articles of association. All obligations under the Bookbuild and Placing will be subject to fulfilment of the conditions referred to below under "Conditions of the Placing" and to the Placing not being terminated on the basis referred to below under "Right to terminate under the Restated Placing Agreement". By participating in the Bookbuild, each Placee will agree that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee.
8. The Bookrunner may choose to accept bids, either in whole or in part, on the basis of allocations determined in agreement with the Company and may scale down any bids for this purpose on such basis as they may determine. The Bookrunner may also, notwithstanding paragraphs 4 and 5 above and subject to prior consent of the Company (i) allocate New Shares after the time of any initial allocation to any person submitting a bid after that time and (ii) allocate New Shares after the Bookbuild has closed to any person submitting a bid after that time. The Company reserves the right (upon agreement with the Bookrunner) to reduce or seek to increase the amount to be raised pursuant to the Placing, in its absolute discretion.
9. Irrespective of the time at which a Placee's allocation pursuant to the Placing is confirmed, settlement for all New Shares to be subscribed for pursuant to the Placing will be required to be made at the same time, on the basis explained below under "Registration and settlement".
10. Except as required by law or regulation, no press release or other announcement will be made by the Bookrunner or the Company using the name of any Placee (or its agent), in its capacity as Placee (or agent), other than with such Placee's prior written consent.
11. To the fullest extent permissible by law, neither the Bookrunner nor any of its respective affiliates, agents, directors, officers or employees shall have any responsibility or liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise). In particular, neither the

Bookrunner nor any of its respective affiliates, agents, directors, officers or employees shall have any liability (including to the fullest extent permissible by law, any fiduciary duties) in respect of the conduct of the Bookbuild or of such alternative method of effecting the Placing as the Bookrunner and the Company may agree.

### **Conditions of the Placing**

The Placing is conditional upon the Restated Placing Agreement becoming unconditional and not having been terminated in accordance with its terms. The obligations of the Bookrunner under the Restated Placing Agreement in respect of the New Shares is conditional on, inter alia:

- a) agreement being reached between the Company and the Bookrunner on the number of New Shares to be issued pursuant to the Placing;
- b) none of the representations and warranties of the Company and the Investment Manager contained in the Restated Placing Agreement being untrue and inaccurate or misleading (in the good faith opinion of the Bookrunner) on the date of the Restated Placing Agreement and at all times before Admission by reference to the facts and circumstances then subsisting, in each case in a manner, or to an extent, which is material;
- c) each of the Company and the Investment Manager complying with its obligations under the Restated Placing Agreement to the extent the same fall to be performed prior to Admission;
- d) the Company allotting, subject only to Admission, the New Shares to the Placees in accordance with the Restated Placing Agreement; and
- e) Admission taking place by not later than 8.00 a.m. (London time) on 10 November 2017.

If (i) any of the conditions contained in the Restated Placing Agreement, including those described above, are not fulfilled (or, where permitted, waived or extended in writing by the Bookrunner) or have become incapable of fulfilment on or before the date or time specified for the fulfilment thereof (or such later date and/or time as the Bookrunner may agree), or (ii) the Restated Placing Agreement is terminated in the circumstances specified below, the Placing will not proceed and the Placees' rights and obligations hereunder in relation to the New Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by the Placee in respect thereof. Any such extension or waiver will not affect Placees' commitments as set out in this announcement.

Neither the Bookrunner nor any of their respective affiliates, agents, directors, officers or employees shall have any liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision they may make as to whether or not to waive or to extend the time and/or the date for the satisfaction of any condition to the Placing nor for any decision they may make as to the satisfaction of any condition or in respect of the Placing generally, and by participating in the Placing each Placee agrees that any such decision is within the absolute discretion of the Bookrunner.

## **Right to terminate under the Restated Placing Agreement**

At any time before Admission, the Bookrunner is entitled to terminate the Restated Placing Agreement by giving notice in writing to the Company and the Investment Manager if, amongst other things, in its opinion (acting in good faith and following consultation with the Company to the extent practicable) (i) any of the Company's or the Investment Manager's warranties or representations contained in the Restated Placing Agreement are not or cease to be true and accurate or have become misleading, in each case in a manner, or to an extent, which is material in the good faith opinion of the Bookrunner; or (ii) there is a material breach by the Company or the Investment Manager of their respective obligations under the Restated Placing Agreement; or (iii) there has been a material adverse change in the condition, financial, operational or otherwise, or in the earnings, management, business affairs, business prospects or financial prospects of the Company and its subsidiaries, or the Investment Manager and its subsidiaries, whether or not arising in the ordinary course of business, since the date of the Restated Placing Agreement; or (iv) the occurrence of a force majeure or market disruption event as specified in the Restated Placing Agreement which is of such severity or magnitude as to make it impracticable or inadvisable to proceed with the Placing or which the Bookrunner considers to be material.

Upon such notice being given, the parties to the Restated Placing Agreement shall be released and discharged (except for any liability arising before or in relation to such termination) from their respective obligations under or pursuant to the Restated Placing Agreement, subject to certain exceptions.

By participating in the Placing, Placees agree that the exercise by the Bookrunner of any right of termination or other discretion under the Restated Placing Agreement shall be within its absolute discretion and that it does not need to make any reference to Placees and that the Bookrunner shall not have any liability to Placees whatsoever in connection with any such exercise or failure so to exercise.

## **Registration and settlement**

Settlement of transactions in the New Shares following Admission will take place within the system administered by Euroclear UK & Ireland Limited ("CREST"), subject to certain exceptions. The Bookrunner and the Company reserve the right to require settlement for and delivery of the New Shares (or a portion thereof) to Placees in certificated form if delivery or settlement is not possible or practicable within the CREST system or would not be consistent with the regulatory requirements in the Placee's jurisdiction.

Following the close of the Bookbuild for the Placing, each Placee allocated New Shares in the Placing will be sent a contract note stating the number of New Shares to be allocated to it at the Placing Price and settlement instructions. Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with the standing CREST or certificated settlement instructions that it has in place with the Bookrunner.

The Company will deliver the New Shares to a CREST account operated by Stifel as the Company's agent and on 10 November 2017 will enter its delivery (DEL) instruction into the CREST system. The input to

CREST by a Placee of a matching or acceptance instruction will then allow delivery of the relevant New Shares to that Placee against payment.

It is expected that settlement will be on 10 November 2017 on a delivery versus payment basis in accordance with the instructions set out in the trade confirmation.

Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above at the rate of two percentage points above LIBOR as determined by the Bookrunner.

Each Placee is deemed to agree that, if it does not comply with these obligations, the Bookrunner (as agent for the Company) may sell any or all of the New Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for the Company's account and benefit, an amount equal to the aggregate amount owed by the Placee plus any interest due. The relevant Placee will, however, remain liable for any shortfall below the aggregate amount owed by it and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties) or other similar taxes imposed in any jurisdiction which may arise upon the sale of such New Shares on such Placee's behalf.

If New Shares are to be delivered to a custodian or settlement agent, Placees should ensure that the trade confirmation is copied and delivered immediately to the relevant person within that organisation. Insofar as New Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such New Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax. Placees shall not be entitled to receive any fee or commission in connection with the Placing.

### **Representations and warranties and further terms**

By participating in the Placing, each Placee (and any person acting on such Placee's behalf) irrevocably acknowledges, confirms, undertakes, represents, warrants and agrees (as the case may be) with the Bookrunner (in its capacity as a bookrunner and agent of the Company, in each case as a fundamental term of its application for New Shares), the following:

- a) it has read and understood this announcement, including this Appendix, in its entirety and that its acquisition of New Shares is subject to and based upon all the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained herein and undertakes not to redistribute or duplicate this announcement;
- b) the Placing does not constitute a recommendation or financial product advice and the Bookrunner has not had regard to its particular objectives, financial situation and needs;
- c) that the Ordinary Shares in the capital of the Company are listed on the premium listing segment of the Official List of the UK Listing Authority and admitted to trading on the main market of the London Stock Exchange, and that the Company is therefore required to publish certain business and financial information in accordance with the rules and practices of the FCA and that it is able

- to obtain or access such information, or comparable information concerning any other publicly traded company, in each case without undue difficulty;
- d) that none of the Company, the Investment Manager the Bookrunner any of their respective affiliates, agents, directors, officers or employees or any person acting on behalf of any of them has provided, and none of them will provide, it with any material regarding the New Shares or the Company or any other person other than this announcement, nor has it requested the Bookrunner, the Company, the Investment Manager, any of their respective affiliates or any person acting on behalf of any of them to provide it with any such information;
  - e) unless otherwise specifically agreed with the Bookrunner, that it is not, and at the time the New Shares are subscribed for, neither it nor the beneficial owner of the New Shares will be, a resident of Australia, Canada, Japan or the Republic of South Africa and further acknowledges that the New Shares have not been and will not be registered under the securities legislation of Australia, Canada, Japan or the Republic of South Africa and, subject to certain exceptions, may not be offered, sold, transferred, delivered or distributed, directly or indirectly, in or into those jurisdictions;
  - f) that it (i) is not within the United States and will not be within the United States at the time that any buy order for New Shares is originated by it; (ii) is acquiring the New Shares in an "offshore transaction" as defined in Regulation S under the US Securities Act; and (iii) is not acquiring any of the New Shares as a result of any form of "directed selling efforts" (within the meaning of Regulation S under the US Securities Act);
  - g) it is not within Australia, Canada, Japan, the Republic of South Africa or any other jurisdiction in which it is unlawful to make or accept an offer to subscribe for the New Shares, and it will not offer or sell such New Shares into any such jurisdiction;
  - h) that the content of this announcement is exclusively the responsibility of the Company and that neither the Bookrunner nor any of its respective affiliates, agents, directors, officers or employees nor any person acting on behalf of any of them has or shall have any liability for any information, representation or statement contained in this announcement or any information previously or subsequently published by or on behalf of the Company or the Investment Manager, including, without limitation, the prospectus published by the Company on 3 March 2017 in relation to inter alia the placing programme pursuant to which the Placing is being undertaken (the "Prospectus") and any other information required to be published by the Company pursuant to applicable laws (the "Exchange Information") and will not be liable for any Placee's decision to participate in the Placing based on any information, representation or statement contained in this announcement or otherwise. Each Placee further represents, warrants and agrees that the only information on which it is entitled to rely and on which such Placee has relied in committing itself to subscribe for the New Shares is contained in this announcement and/or the Prospectus and any other information previously published by the Company by notification to a RIS, such information being all that it deems necessary to make an investment decision in respect of the New Shares and that it has neither received nor relied on any other information given or representations, warranties or statements made by any of the Bookrunner, the Investment Manager or the Company and none of the Bookrunner, the Investment Manager or the Company will be liable for any Placee's decision to accept an invitation to participate in the Placing based on any other information,

representation, warranty or statement. Each Placee further acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in deciding to participate in the Placing. None of the Company, the Investment Manager, the Bookrunner or any of their respective affiliates has made any representations to it, express or implied, with respect to the Company, the Investment Manager, the Placing and the New Shares or the accuracy, completeness or adequacy of the Exchange Information, and each of them expressly disclaims any liability in respect thereof. Nothing in this paragraph or otherwise in this announcement excludes the liability of any person for fraudulent misrepresentation made by that person;

- i) that it has complied with its obligations under the Criminal Justice Act 1993 and all other applicable market abuse and insider dealing legislation and in connection with money laundering and terrorist financing under the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 and 2013 of Ireland, the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000, the Terrorism Act 2006, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (the "Regulations") and the Money Laundering Sourcebook of the FCA and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations;
- j) that it is acting as principal only in respect of the Placing or, if it is acting for any other person: (i) it is duly authorised to do so and has full power to make the acknowledgments, representations and agreements herein on behalf of each such person; and (ii) it is and will remain liable to the Company and/or the Bookrunner for the performance of all its obligations as a Placee in respect of the Placing (regardless of the fact that it is acting for another person);
- k) if a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, that the New Shares subscribed for by it in the Placing will not be subscribed for on a non-discretionary basis on behalf of, nor will they be subscribed for with a view to their offer or resale to, persons in a member state of the EEA other than Qualified Investors, or in circumstances in which the prior consent of the Bookrunner has been given to the proposed offer or resale;
- l) that it has not offered or sold and will not offer or sell any New Shares to the public in any member state of the EEA except in circumstances falling within Article 3(2) of the Prospectus Directive which do not result in any requirement for the publication of a prospectus pursuant to Article 3 of that Directive;
- m) that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) relating to the New Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person;
- n) that it has complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the New Shares in, from or otherwise involving, the United Kingdom;
- o) if in a member state of the EEA, unless otherwise specifically agreed with the Bookrunner in writing, that it is a Qualified Investor;

- p) if in the United Kingdom, that it is a person (i) having professional experience in matters relating to investments and who falls within the definition of "investment professionals" in Article 19(5) of the Order; or (ii) who is a high net worth entity falling within Article 49 of the Order; or (iii) to whom this announcement may otherwise lawfully be communicated;
- q) that no action has been or will be taken by either the Company, the Investment Manager or the Bookrunner or any person acting on behalf of the Company, the Investment Manager or the Bookrunner that would, or is intended to, permit a public offer of the New Shares in any country or jurisdiction where any such action for that purpose is required;
- r) that it and any person acting on its behalf is entitled to subscribe for the New Shares under the laws of all relevant jurisdictions which apply to it and that it has fully observed such laws and obtained all such governmental and other guarantees, permits, authorisations, approvals and consents which may be required thereunder and complied with all necessary formalities and that it has not taken any action or omitted to take any action which will or may result in either of the Bookrunner, the Company, the Investment Manager or any of their respective directors, officers, agents, employees or advisers acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Placing;
- s) that it has all necessary capacity and has obtained all necessary consents and authorities to enable it to commit to its participation in the Placing and to perform its obligations in relation thereto (including, without limitation, in the case of any person on whose behalf it is acting, all necessary consents and authorities to agree to the terms set out or referred to in this announcement) and will honour such obligations;
- t) that it (and any person acting on its behalf) will make payment for the New Shares allocated to it in accordance with this Appendix on the due time and date set out herein, failing which the relevant New Shares may be placed with other persons or sold as the Bookrunner may in its absolute discretion determine and without liability to such Placee;
- u) that its allocation (if any) of New Shares will represent a maximum number of New Shares which it will be entitled, and required, to subscribe for, and that the Bookrunner or the Company may call upon it to subscribe for a lower number of New Shares (if any);
- v) that the person whom it specifies for registration as holder of the New Shares will be (i) itself or (ii) its nominee, as the case may be. None of the Company, the Investment Manager or the Bookrunner will be responsible for any liability to stamp duty or stamp duty reserve tax or other similar taxes resulting from a failure to observe this requirement. Each Placee and any person acting on behalf of such Placee agrees to indemnify the Company, the Investment Manager and the Bookrunner in respect of the same on an after-tax basis on the basis that the New Shares will be allotted to the CREST stock account of Stifel who will hold them as nominee on behalf of such Placee until settlement in accordance with its standing settlement instructions;
- w) that neither the Bookrunner, nor any of its respective affiliates or any person acting on behalf of any of them, is making any recommendations to it or, advising it regarding the suitability of any transactions it may enter into in connection with the Placing and that participation in the Placing is on the basis that it is not and will not be a client of the Bookrunner and that the Bookrunner has no duties or responsibilities to it for providing the protections afforded to the Bookrunner's clients or customers or for providing advice in relation to the Placing nor in respect of any



representations, warranties, undertakings or indemnities contained in the Restated Placing Agreement nor for the exercise or performance of any of its rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;

- x) it irrevocably appoints any Director and any director of Stifel to be its agent and on its behalf (without any obligation or duty to do so), to sign, execute and deliver any documents and do all acts, matters and things as may be necessary for, or incidental to, its subscription for all or any of the Ordinary Shares for which it has given a commitment under the Placing, in the event of its own failure to do so;
- y) it accepts that if the Placing does not proceed or the conditions to the Restated Placing Agreement are not satisfied or the Ordinary Shares for which valid application are received and accepted are not admitted to listing and trading on the Official List and the Main Market (respectively) for any reason whatsoever then none of the Company, the Investment Manager, Stifel or any of their affiliates, nor persons controlling, controlled by or under common control with any of them nor any of their respective employees, agents, officers, members, stockholders, partners or representatives, shall have any liability whatsoever to it or any other person;
- z) that in making any decision to subscribe for the New Shares, it has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of subscribing for the New Shares. It further confirms that it is experienced in investing in securities of this nature in this sector and is aware that it may be required to bear, and is able to bear, the economic risk of participating in, and is able to sustain a complete loss in connection with, the Placing. It further confirms that it relied on its own examination and due diligence of the Investment Manager, the Company and their respective associates taken as a whole, and the terms of the Placing, including the merits and risks involved, and not upon any view expressed or information provided by or on behalf of the Bookrunner;
- aa) that in connection with the Placing, the Bookrunner and any of its affiliates acting as an investor for its own account may take up New Shares in the Company and in that capacity may subscribe for, retain, purchase or sell for its own account such Ordinary Shares in the Company and any securities of the Company or related investments and may offer or sell such securities or other investments otherwise than in connection with the Placing. The Bookrunner does not intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so;
- bb) that in making any decision to subscribe for the New Shares, it acknowledges that the Company has been established in Jersey as a listed fund under a fast-track authorisation process and is therefore only suitable for professional or experienced investors, or those who have taken appropriate professional advice. It further acknowledges that regulatory requirements which may be deemed necessary for the protection of retail or inexperienced investors, do not apply to listed funds and it accepts the reduced requirements accordingly;
- cc) that in making any decision to subscribe for the New Shares, it is responsible for ensuring that all aspects of the Company are acceptable to it. It further acknowledges that investment in listed funds may involve special risks that could lead to a loss of all or a substantial portion of such investment. It further confirms that it fully understands and accepts the nature of the Company and the potential risks inherent in investing in the Company;

- dd) that these terms and conditions and any agreements entered into by it pursuant to these terms and conditions and any non-contractual obligations arising out of or in connection with such agreements shall be governed by and construed in accordance with the laws of England and Wales and it submits (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the New Shares (together with any interest chargeable thereon) may be taken by the Company or the Bookrunner in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange;
- ee) that the Company, the Investment Manager, the Bookrunner and their respective affiliates and others will rely upon the truth and accuracy of the representations, warranties and acknowledgements set forth herein and which are given to the Bookrunner on its own behalf and on behalf of the Company and are irrevocable and it irrevocably authorises the Company and the Bookrunner to produce this announcement, pursuant to, in connection with, or as may be required by any applicable law or regulation, administrative or legal proceeding or official inquiry with respect to the matters set forth herein;
- ff) that it will indemnify on an after-tax basis and hold the Company, the Investment Manager, the Bookrunner and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the provisions of this Appendix shall survive after completion of the Placing;
- gg) any of its clients, whether or not identified to Stifel or any of their affiliates or agents, will remain its sole responsibility and will not become clients of Stifel or any of its affiliates or agents for the purposes of the rules of the Financial Conduct Authority or for the purposes of any other statutory or regulatory provision;
- hh) that it has neither received nor relied on any inside information concerning the Company in accepting the invitation to participate in the Placing; and
- ii) if it is a pension fund or investment company, its acquisition of New Shares is in full compliance with applicable laws and regulations.

The foregoing representations, warranties and confirmations are given for the benefit of the Company, the Investment Manager and the Bookrunner and are irrevocable. Each Placee, and any person acting on behalf of the Placee, acknowledges that none of the Company, the Investment Manager or the Bookrunner owes any fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings or indemnities in the Restated Placing Agreement.

By participating in the Placing, each Placee (and any person acting on the Placee's behalf) subscribing for New Shares acknowledges that the New Shares have not been and will not be registered under the US Securities Act and that the New Shares are being offered and sold only in an "offshore transaction" within the meaning of and in reliance on Regulation S under the US Securities Act.

Please also note that the agreement to allot and issue New Shares to Placees (or the persons for whom Placees are contracting as agent) free of stamp duty and stamp duty reserve tax relates only to their allotment and issue to Placees, or such persons as they nominate as their agents, direct from the Company for the New Shares in question. Such agreement also assumes that the New Shares are not being subscribed for in connection with arrangements to issue depositary receipts or to issue or transfer the New Shares into a clearance service. If there are any such arrangements, or the settlement relates to any other dealing in the New Shares, stamp duty or stamp duty reserve tax or other similar taxes may be payable, for which none of the Company, the Investment Manager or the Bookrunner will be responsible and the Placees shall indemnify the Company, the Investment Manager and the Bookrunner on an after-tax basis for any stamp duty or stamp duty reserve tax paid by them in respect of any such arrangements or dealings. If this is the case, each Placee should seek its own advice and notify the Bookrunner accordingly.

None of the Company, the Investment Manager or the Bookrunner are liable to bear any transfer taxes that arise on a sale of New Shares subsequent to their acquisition by Placees or for transfer taxes arising otherwise than under the laws of the United Kingdom. Each Placee should, therefore, take its own advice as to whether any such transfer tax liability arises and notify the Bookrunner accordingly. Furthermore, each Placee agrees to indemnify on an after-tax basis and hold the Bookrunner, the Investment Manager and/or the Company and their respective affiliates harmless from any and all interest, fines or penalties in relation to stamp duty, stamp duty reserve tax and all other similar duties or taxes to the extent that such interest, fines or penalties arise from the unreasonable default or delay of that Placee or its agent.

Each Placee and any person acting on behalf of each Placee acknowledges and agrees that the Bookrunner or any of its respective affiliates may, at their absolute discretion, agree to become a Placee in respect of some or all of the New Shares.

When a Placee or person acting on behalf of the Placee is dealing with the Bookrunner, any money held in an account with the Bookrunner on behalf of the Placee and/or any person acting on behalf of the Placee will not be treated as client money within the meaning of the rules and regulations of the FCA made under FSMA. The Placee acknowledges that the money will not be subject to the protections conferred by the client money rules; as a consequence, this money will not be segregated from the Bookrunner's money in accordance with the client money rules and will be used by the Bookrunner in the course of its own business; and the Placee will rank only as a general creditor of the Bookrunner.

All times and dates in this announcement may be subject to amendment by the Bookrunner (in its absolute discretion). The Bookrunner shall notify the Placees and any person acting on behalf of the Placees of any changes.