

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in any doubt as to the action you should take or the contents of this document, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank, solicitor, accountant, or other appropriate independent financial adviser, who is authorised under the Financial Services and Markets Act 2000, as amended (the FSMA) if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are in a territory outside the United Kingdom.

If you have sold or otherwise transferred all of your holding of Ordinary Shares in Bluefield Solar Income Fund Limited (the **Company**), please send this document (but not the personalised Open Offer Application Form and/or Form of Proxy), as soon as possible, to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee. If you have sold any part of your holding of Ordinary Shares in the Company, please contact your stockbroker, bank or other agent through whom the sale or transfer was effected immediately.

A copy of this document, which comprises a prospectus and circular relating to the Company in connection with the issue of New Ordinary Shares in the Company, has been prepared in accordance with the UK version of the EU Prospectus Regulation (2017/1129) which is part of UK law by virtue of the European Union (Withdrawal) Act 2018 (as amended and supplemented from time to time (including, but not limited to, by the Prospectus (Amendment etc.) (EU Exit) Regulations 2019/1234 (the **Prospectus Amendment Regulations 2019**) and The Financial Services and Markets Act 2000 (Prospectus) Regulations 2019)) (the **UK Prospectus Regulation**) and the prospectus regulation rules of the Financial Conduct Authority (the **FCA**) (the **Prospectus Regulation Rules**). This document has been approved by the FCA, as the competent authority under the UK Prospectus Regulation and the FCA only approves this document as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Accordingly, such approval should not be considered as an endorsement of the issuer, or of the quality of the securities, that are the subject of this document; investors should make their own assessment as to the suitability of investing in the New Ordinary Shares. This document has been made available to the public as required by the Prospectus Regulation Rules.

The Company and the Directors accept responsibility for the information contained in this document, and declare that, the information contained in this document is, to the best of their knowledge, in accordance with the facts and this document makes no omission likely to affect its import.

Applications will be made to the Financial Conduct Authority and the London Stock Exchange for all the New Ordinary Shares to be issued pursuant to the Initial Issue and the Placing Programme to be admitted to the premium listing segment of the Official List and to trading on the London Stock Exchange's Main Market. It is expected that admission of the New Ordinary Shares to be issued pursuant to the Initial Issue will become effective, and that dealings in such New Ordinary Shares will commence on 23 July 2021. It is expected that admission of the New Ordinary Shares to be issued pursuant to the Placing Programme will become effective, and that dealings in such New Ordinary Shares will commence, during the period from 23 July 2021 to 28 June 2022.

Prospective investors should read this entire document and, in particular, the matters set out under the heading "Risk Factors" on pages 11 to 32 when considering an investment in the Company.

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## **Bluefield Solar Income Fund Limited**

*(A company incorporated in Guernsey under The Companies (Guernsey) Law, 2008, as amended, with registered no. 56708)*

### **Issues of up to 127.1 million New Ordinary Shares by way of an Initial Placing, Open Offer and Offer for Subscription and subsequent Placing Programme of up to 500 million New Ordinary Shares (less the number of New Ordinary Shares issued pursuant to the Initial Issue)**

### **Admissions to the Official List and to trading on the Main Market**

and

### **Notice of Extraordinary General Meeting**

### **Sponsor, Broker and Financial Adviser**

### **Numis Securities Limited**

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Notice of an Extraordinary General Meeting of the Company to be held at Floor 2, Trafalgar Court, Les Banques, St Peter Port, Guernsey, GY1 4LY at 9.00 a.m. on 15 July 2021 is set out at the end of this document. The Initial Issue and the Placing Programme described in this document are conditional upon Shareholder approval of the resolution to be proposed at the Extraordinary General Meeting.

Shareholders will find enclosed a Form of Proxy for use in relation to the Extraordinary General Meeting. To be valid, the Form of Proxy should be completed, signed and returned so as to be received by the Company's UK Transfer Agent, Link Group, PXS 1, 10th Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL as soon as possible but, in any event, so as to arrive by not later than 9.00 a.m. on 13 July 2021 or, in the event of any adjournment of that meeting by not later than 48 hours (excluding any days which are not Business Days) before the time appointed for the adjourned meeting. If you have a query concerning this document or the Extraordinary General Meeting, please telephone Link Group on 0371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. to 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

The Ordinary Shares are not dealt on any recognised investment exchange other than the London Stock Exchange and no applications for the Ordinary Shares to be traded on such other exchanges have been made or are currently expected.

The Company is a closed-ended investment scheme registered pursuant to The Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended and the Registered Collective Investment Scheme Rules 2018. Neither the Guernsey Financial Services Commission nor the States of Guernsey has taken any responsibility for the financial soundness of the Company or for the correctness of any of the statements made or opinions expressed with regard to it in this document.

Numis Securities Limited (**Numis**), which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively for the Company in connection with the Initial Issue, the Placing Programme, and other arrangements as described in this document and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or for providing advice to any such person in connection with the Initial Issue, the Placing Programme, the contents of this document or any other matter referred to in this document. Nothing in this paragraph shall serve to exclude or limit any responsibilities which Numis may have under FSMA or the regulatory regime established thereunder. Numis has given and not withdrawn its written consent to the references to its name in the form and context in which it is included in this document.

The New Ordinary Shares offered by this document have not been and will not be registered under the United States Securities Act of 1933, as amended (the **U.S. Securities Act**), or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, in or into the United States or to or for the account or benefit of any U.S. Person (within the meaning of Regulation S under the U.S. Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States. In addition, the Company has not been, and will not be, registered under the United States Investment Company Act of 1940, as amended (the **U.S. Investment Company Act**), nor will the Investment Adviser be registered under the United States Investment Advisers Act of 1940, as amended (the **U.S. Investment Advisers Act**), and investors will not be entitled to the benefits of the U.S. Investment Company Act or the U.S. Investment Advisers Act.

Prospective investors should consider carefully (to the extent relevant to them) the notices to residents of various countries set out on pages 133 to 137 of this document.

Copies of this document will be available on the Company's website at [www.bluefieldsif.com](http://www.bluefieldsif.com) and the National Storage Mechanism of the FCA at <https://data.fca.org.uk/#/nsm/nationalstoragemechanism>.

This document is dated 29 June 2021.

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## SUMMARY

1.	Introduction																		
a	Name and ISIN of securities																		
	The ISIN of the Ordinary Shares to be issued under the Initial Issue and the Placing Programme is GG00BB0RDB98 and the SEDOL is BB0RDB9.																		
b	Identity and contact details of the issuer																		
	Name: Bluefield Solar Income Fund Limited, incorporated in Guernsey with registered number 56708 (the <b>Company</b> , and together with its subsidiary undertakings (as defined in section 531 of the Companies (Guernsey) Law, 2008, as amended), the <b>Group</b> ).  Address: PO Box 286, Floor 2, Trafalgar Court, Les Banques, St. Peter Port, Guernsey, GY1 4LY Tel: 01481 742 742 Legal Entity Identifier (LEI): 2138004ATNLYEQKY4B30																		
c	Identity and contact details of the competent authority																		
	Name: Financial Conduct Authority Address: 12 Endeavour Square, London, E20 1JN, United Kingdom Tel: +44 (0) 20 7066 8348																		
d	Date of approval of the prospectus																		
	29 June 2021																		
e	Warnings																		
	This summary should be read as an introduction to the prospectus of the Company dated 29 June 2021 (the <b>Prospectus</b> ). Any decision to invest in the securities should be based on a consideration of the Prospectus as a whole by the prospective investor. The investor could lose all or part of the invested capital. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only where the summary is misleading, inaccurate or inconsistent, when read together with the other parts of the Prospectus, or where it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such securities.																		
2.	Key information on the issuer																		
a	Who is the issuer of the securities?																		
i.	<b>Domicile and legal form, LEI, applicable legislation and country of incorporation</b>  The Company is a company limited by shares, registered and incorporated in Guernsey under the Companies (Guernsey) Law, 2008 on 29 May 2013 with registered number 56708 and LEI 2138004ATNLYEQKY4B30. The Company is a closed-ended investment company registered with the Guernsey Financial Services Commission under the Registered Collective Investment Scheme Rules 2018 and the Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended.																		
ii.	<b>Principal activities</b>  The Company seeks to provide Shareholders with an attractive return, principally in the form of quarterly income distributions, by being invested primarily in solar energy assets located in the UK. The Company also has the ability to invest a minority of its share capital into wind, hydro and energy storage assets. The Board seeks to adopt a progressive dividend strategy, although the ability to maintain or grow dividends is dependent upon a number of factors, including future power prices in the UK.																		
iii.	<b>Major Shareholders</b>  The below table sets out the persons who had notified the Company of an interest which represents 5 per cent. or more of the voting share capital of the Company as at 25 June 2021 (being the latest practicable date prior to the publication of this Prospectus) (the <b>Latest Practicable Date</b> ): <table><tr><th>Shareholder</th><th>Number of Ordinary Shares</th><th>% of total issued share capital</th></tr><tr><td>BlackRock</td><td>79,550,242</td><td>19.5</td></tr><tr><td>Gravis Capital Management</td><td>28,579,162</td><td>7.0</td></tr><tr><td>Newton Investment Management</td><td>28,198,322</td><td>6.9</td></tr><tr><td>Legal &amp; General Investment Management</td><td>24,087,170</td><td>5.9</td></tr><tr><td>Aberdeen Standard Capital</td><td>22,799,794</td><td>5.6</td></tr></table>	Shareholder	Number of Ordinary Shares	% of total issued share capital	BlackRock	79,550,242	19.5	Gravis Capital Management	28,579,162	7.0	Newton Investment Management	28,198,322	6.9	Legal & General Investment Management	24,087,170	5.9	Aberdeen Standard Capital	22,799,794	5.6
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c	What are the key risks that are specific to the issuer?
	<p><b>Key regulatory, political and legal risks applicable to renewable energy sector</b></p> <ul style="list-style-type: none"> <li>• A significant proportion of the Group's assets benefits from government subsidies and incentives. The benefits gained from these government subsidies and incentives may reduce over time as the government subsidies and incentives expire, phase out over time, terminate upon the exhaustion of the allocated government funding or require renewal by the applicable authority. The government subsidies and incentives may also be amended by governments due to changing market circumstances (such as market price fluctuations or the oversupply of produced electricity), changes to national, state or local public sector fiscal circumstances or changes to national, state or local energy or other policies, including but not limited to the revocation or alteration of the previously agreed subsidy arrangements.</li> <li>• Investments in renewable energy depend largely upon government grants and permits or license requirements and environmental legislation. The Company is exposed to the risk that the competent authorities may pass legislation that might hinder or invalidate rights under existing contracts as well as hinder or impair the obtaining of the necessary permits or licenses necessary for renewable energy assets in the construction phase, as well as for operating assets.</li> </ul> <p><b>Key risks relating to the Group</b></p> <ul style="list-style-type: none"> <li>• The Company makes investments in projects and concessions with revenue exposure to power prices, forecasts of which are used for investment valuation. Future electricity prices, and the forecasts made of them are affected by the balance of electricity supply and demand, the capital costs and efficiency of generating plant and the marginal cost of generators (affected by factors including the price of gas and carbon, and foreign exchange rates). Governments' evolving plans to decarbonise are expected to have a significant impact on future electricity supply and demand. It is anticipated that power price forecasters will incorporate a faster build-out of renewable energy assets, reflecting governments' ambitious plans to decarbonise the energy generation mix, in their updates to electricity price forecasts. It is anticipated that forecasters will expect renewables deployment to be materially faster than the growth in electricity demand, which is likely to depress electricity price forecasts. A decline in the market price of electricity could materially adversely affect the Group's revenues and financial position. There is a risk that actual future electricity prices are substantially lower than the forecasts used by the Company for valuation purposes and that the forecasts of future power prices may change substantially.</li> <li>• The ability of the Company to achieve its Investment Objective depends heavily on the Investment Adviser and more generally on its ability to attract and retain suitable staff.</li> <li>• Investment valuation and investment decisions are based on financial projections and assumptions for renewable energy assets. Such assumptions may change from time to time. Projections will primarily be based on the Investment Adviser's assessment and on macro-economic forecasts (including power price forecasts) provided by industry experts and are only estimates of future cash flows based on assumptions made at the time of the projection. Actual results may vary significantly from the projections and assumptions may not always prove to be correct. This includes those assumptions made by the Investment Adviser for operational performance (including energy yields at the pre-construction stage) and forecasts provided by independent industry experts for future power prices. The variance between assumptions and actual cash flows may have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.</li> </ul> <p><b>Key risks relating to the Company's investment strategy</b></p> <ul style="list-style-type: none"> <li>• The Group has incurred and may in the future incur indebtedness which will be serviced by a first call on cash flows from investments. Whilst the use of leverage may offer the opportunity for enhanced returns to the Group, and thus additional capital growth, it also adds risk to the investment.</li> <li>• The Company expects to rely on third-party professionals and independent contractors and other companies to provide the required construction and operational and maintenance support services throughout the construction and operating phases of the renewable energy assets in the Group's investment portfolio. If such contracted parties are not able to fulfil their contractual obligations, the Group may be forced to seek recourse against such parties, provide additional resources to complete their work, or to engage other companies to complete their work. Any such legal action or financial difficulty, breach of contract or delay in services by these third-party professionals and independent contractors could have a material adverse effect on the Group's business, financial condition and results of operations. Where a construction or an operation and maintenance contractor, or any other contractor, needs replacing, any such replacement contractor may be more expensive and there is a further risk that finding a suitable contractor may take a long time, which could potentially lead to construction delays or downtime for the relevant asset. This could have a material adverse effect on the Group's financial position, results of operation and business prospects.</li> </ul> <p><b>Key macro risks</b></p> <ul style="list-style-type: none"> <li>• The Group and its investments are materially affected by conditions in the global financial markets and economic conditions, including, but not limited to, rising interest rates, inflation and deflation, business and consumer confidence, availability of credit, currency exchange rates and controls, trade barriers, commodity prices and tax rates. These factors are outside the Company's control and may affect the valuation of the Group's investments which may have a material adverse effect on the Group's financial position, results of</li> </ul>



	<p>operations, business prospects and returns to investors. There is a risk that corporation or other tax rates may increase as governments seek to finance deficits arising from, amongst other things, the consequences of the Covid-19 pandemic.</p> <p><b>Key risks relating to the operations of the Group and its assets</b></p> <ul style="list-style-type: none"> <li>• The profitability of a solar PV asset and other types of renewable energy asset, such as a wind farm, is dependent on the meteorological conditions at the particular site. Accordingly, the Group's revenues will be dependent upon the meteorological conditions at the solar PV plants and other renewable energy assets owned by the Group. Variations in meteorological conditions occur as a result of fluctuations in the levels of sunlight and cloud cover, and in the case of wind farms, wind strength on a daily, monthly and seasonal basis, and over the long term as a result of more general changes in climate. Such variations could lead to a reduction in the electricity generated which would have a material adverse effect on the Group's business, financial position, results of the operations and business prospects.</li> <li>• Whilst the Investment Adviser will procure that appropriate legal and technical due diligence is undertaken on behalf of the Company in connection with any proposed acquisition of assets by the Group, this may not reveal all facts that may be relevant in connection with an investment. In particular operating projects which have not been properly authorised or permitted may be subject to closure, seizure, enforced dismantling or other legal action. Failure in the construction of a plant or other renewable energy project, for example faulty components or insufficient structural quality, may not be evident at the time of acquisition or during any period during which a warranty claim may be brought against the contractor and may result in loss of value without full or any recourse to insurance or construction warranties. Any unforeseen loss of performance and/or efficiency in a PV panel, wind turbine or battery storage system, beyond the warranted degradation, on an acquired or developed asset would have a direct effect on the yields produced by that renewable energy project and, as a consequence, could have a material adverse effect on the Group's business, financial condition and results of operations.</li> </ul> <p><b>Key risks relating to taxation</b></p> <ul style="list-style-type: none"> <li>• The anticipated taxation treatment of the structure of the Group and its underlying investments is based on prevailing taxation law and accounting practice and standards. Any change in the tax status of any member of the Group or any of its underlying investments or in tax legislation or practice (including in relation to taxation rates and allowances) or in accounting standards could adversely affect the investment return of the Group.</li> </ul>
<b>3.</b>	<b>Key information on the securities</b>
<b>a</b>	<b>What are the main features of the securities?</b>
<b>i</b>	<p><b>Type, class and ISIN of the securities being admitted to trading on a regulated market</b></p> <p>The ISIN of the Ordinary Shares that will be issued pursuant to the Initial Issue and may be issued under any Subsequent Placing under the Placing Programme is GG00BB0RDB98. The ISIN of the Open Offer Entitlement of Ordinary Shares is GG00BM9H9Z34 and the SEDOL is BM9H9Z3. The ISIN of the Excess Shares is GG00BM9HB023 and the SEDOL is BM9HB02.</p>
<b>ii</b>	<p><b>Currency, denomination, par value, number of securities issued and term of the securities</b></p> <p>The Ordinary Shares are denominated in pounds sterling and will be ordinary shares of no par value in the capital of the Company and will be issued pursuant to the Initial Issue at an issue price of 118 pence per Ordinary Share. Ordinary Shares issued under any Subsequent Placing under the Placing Programme will be issued at a premium to the prevailing net asset value plus a premium to cover the costs and expenses of such issue.</p> <p>Up to a maximum of 127,118,644 Ordinary Shares will be admitted to trading on the Main Market and to listing on the premium listing segment of the Official List pursuant to the Initial Issue. Up to a maximum of 500 million Ordinary Shares (less the number of Ordinary Shares issued pursuant to the Initial Issue) will be admitted to trading on the Main Market and to listing on the premium listing segment of the Official List pursuant to the Placing Programme.</p> <p>The Ordinary Shares have an infinite term.</p>
<b>iii</b>	<p><b>Rights attached to the securities</b></p> <p>The Ordinary Shares to be issued pursuant to the Initial Issue or pursuant to any Subsequent Placing, when issued and fully paid, will have the following rights attaching to them:</p> <ul style="list-style-type: none"> <li>• <b>Dividends</b> – the Ordinary Shares carry the right to receive all dividends declared by the Company which are payable out of the assets attributable to the Ordinary Shares;</li> <li>• <b>Voting</b> – Shareholders are entitled to attend and vote at all general meetings of the Company and, on a poll, to one vote for each Ordinary Share held; and</li> <li>• <b>Winding-up</b> – Provided the Company has satisfied all of its liabilities, and subject to the rights conferred by any C Shares in issue at the time to participate in the winding-up, the holders of Ordinary Shares are entitled to all of the surplus assets of the Company.</li> </ul>

iv.	<p><b>Relative seniority of the securities</b></p> <p>The capital and assets of the Company shall on a winding-up or on a return of capital be divided amongst the holders of the Ordinary Shares <i>pro rata</i> according to their holdings of Ordinary Shares.</p>
v.	<p><b>Restrictions on free transferability of the securities</b></p> <p>There are no restrictions on the free transferability of the Ordinary Shares, subject to compliance with applicable securities laws and the Articles.</p>
vi.	<p><b>Dividend policy</b></p> <p>Dividends will continue to be paid to Shareholders whenever, in the opinion of the Directors, the financial position of the Company justifies such payment, subject to the Company being able to satisfy the solvency test, as defined under the Companies Law, immediately after payment of such dividend.</p> <p>The Board has set a target dividend of not less than 8.0 pence per Ordinary Share for the financial year starting 1 July 2020. The Board will seek to maintain this level of dividend, or grow it progressively where appropriate thereafter, but there is no longer a formal dividend policy targeting an annual increase in the dividend in line with RPI. The Directors will declare and pay dividends in compliance with the solvency test prescribed by the Companies Law.</p> <p><b>The dividend targets set out above are targets only and not profit forecasts. There can be no assurance that these targets can or will be met and they should not be seen as an indication of the Company's expected or actual results or returns.</b></p>
<b>b</b>	<b>Where will the securities be traded?</b>
	<p>Applications will be made: (i) to the FCA for the New Ordinary Shares to be admitted to listing on the premium listing segment of the Official List; and (ii) to the London Stock Exchange for the New Ordinary Shares to be admitted to trading on the London Stock Exchange's Main Market for listed securities. No application has been made or is currently intended to be made for the Ordinary Shares to be admitted to listing or trading on any other stock exchange.</p>
<b>c</b>	<b>What are the key risks that are specific to the securities?</b>
	<p><b>Key risks relating to the Company's Shares</b></p> <ul style="list-style-type: none"> <li>Prospective investors should be aware that the periodic distributions made to Ordinary Shareholders will comprise amounts periodically received by the Company from its assets, including distributions of operating receipts of investment entities. Although it is envisaged that receipts from the Company's assets over the life of the Company will generally be sufficient to fund such periodic distributions, this is based on estimates and cannot be guaranteed;</li> <li>The value of an investment in the Company, and the returns derived from it, if any, may go down as well as up and an investor may not get back the amount originally invested;</li> <li>The market price of the Ordinary Shares may fluctuate independently of their Net Asset Value and the Ordinary Shares may trade at a discount or premium to their Net Asset Value at different times; and</li> <li>It may be difficult for Shareholders to realise their investment and there may not be a liquid market in the Ordinary Shares.</li> </ul>
<b>4.</b>	<b>Key information on the admission to trading on a regulated market</b>
<b>a</b>	<b>Under which conditions and timetable can I invest in this security?</b>
i.	<p><b>General terms and conditions</b></p> <p>The Company is targeting an issue of 84.7 million New Ordinary Shares pursuant to the Initial Issue comprising the Initial Placing, the Open Offer and the Offer for Subscription. Ordinary Shares will be issued pursuant to the Initial Issue at an Issue Price of 118 pence per Ordinary Share.</p> <p>Approximately 81.4 million New Ordinary Shares are being reserved for Shareholders under the Open Offer under which Shareholders will be entitled to subscribe for one New Ordinary Share for every 5 Ordinary Shares held on the Record Date and the balance of the New Ordinary Shares available under the Initial Issue will be allocated to the Initial Placing, the Offer for Subscription and/or the Excess Application Facility.</p> <p>The Directors have reserved the right, in consultation with Numis and the Investment Adviser, to increase the size of the Initial Issue in the event that overall demand for the New Ordinary Shares exceeds the target size but the maximum amount raised under the Initial Issue will not exceed £150 million.</p> <p>The Initial Issue is conditional on, among other things:</p> <ul style="list-style-type: none"> <li>(i) the Resolution being passed at the EGM (or any adjournment thereof);</li> <li>(ii) Initial Admission occurring and becoming effective by 8.00 a.m. (London time) on 23 July 2021 (or such later time and date, not being later than 31 July 2021, as the Company, the Investment Adviser and Numis may agree), and</li> <li>(iii) the Sponsor and Placing Agreement becoming unconditional in respect of the Initial Issue and not having been terminated in accordance with its terms on or before Initial Admission.</li> </ul>



	<p>If the Initial Issue does not proceed, monies received will be returned without interest at the risk of the applicant.</p> <p>Following the Initial Issue, Subsequent Placings may be made pursuant to the Placing Programme. The Directors may issue up to a further 500 million New Ordinary Shares (less the number of New Ordinary Shares issued under the Initial Issue) pursuant to the Placing Programme without having to first offer those New Ordinary Shares to existing Shareholders. The issue of further New Ordinary Shares pursuant to the Placing Programme is at the discretion of the Directors, in consultation with Numis and the Investment Adviser. The Placing Programme is flexible and may have a number of closing dates in order to provide the Company with the ability to issue New Ordinary Shares over a period of time.</p> <p>Each allotment and issue of New Ordinary Shares pursuant to a Subsequent Placing under the Placing Programme, following the Initial Issue, will be conditional, <i>inter alia</i>, on: (i) Admission of the relevant New Ordinary Shares occurring by no later than 8.00 a.m. on such date as the Company, the Investment Adviser and Numis may agree from time to time in relation to that Admission, not being later than 28 June 2022; (ii) a valid supplementary prospectus being published by the Company, if such is required by the UK Prospectus Regulation; and (iii) the Sponsor and Placing Agreement being wholly unconditional as regards the relevant Subsequent Placing (save as to the relevant Admission) and not having been terminated in accordance with its terms prior to the relevant Admission.</p>																				
ii.	<p><b>Expected Timetable</b></p> <table> <thead> <tr> <th>Event</th><th>Time and Date</th></tr> </thead> <tbody> <tr> <td>Record Date for the Open Offer</td><td>Close of business on 25 June 2021</td></tr> <tr> <td>Latest time and date for applications under the Open Offer</td><td>11:00 a.m. on 15 July 2021</td></tr> <tr> <td>Latest time and date for applications under the Offer for Subscription</td><td>11:00 a.m. on 15 July 2021</td></tr> <tr> <td>Latest time and date for applications under the Initial Placing</td><td>3.00 p.m. on 20 July 2021</td></tr> <tr> <td>Expected date of Admission of the Ordinary Shares issued pursuant to the Initial Issue.</td><td>8.00 a.m. on 23 July 2021</td></tr> <tr> <td>Ordinary Shares issued pursuant to the Initial Issue issued and credited to CREST account</td><td>23 July 2021</td></tr> <tr> <td>Placing Programme opens</td><td>23 July 2021</td></tr> <tr> <td>Despatch of definitive share certificates for New Ordinary Shares in certificated form issued pursuant to the Initial Placing, the Open Offer and the Offer for Subscription</td><td>week commencing 26 July 2021</td></tr> <tr> <td>Placing Programme closes</td><td>28 June 2022</td></tr> </tbody> </table> <p>The times and dates set out in the expected timetable and mentioned throughout this Summary may, in certain circumstances, be adjusted by the Company (with the prior approval of Numis). In the event that such dates and/or times are changed, the Company will notify investors who have applied for New Ordinary Shares of changes to the timetable either by post, by electronic mail or by the publication of a notice through a Regulatory Service provider to the London Stock Exchange.</p> <p>The Placing Programme is flexible and may have a number of closing dates in order to provide the Company with the ability to issue New Ordinary Shares over a period of time. The Placing Programme is expected to open on 23 July 2021 and will close on 28 June 2022 (or an earlier date on which it is fully subscribed, or otherwise at the discretion of the Directors).</p>	Event	Time and Date	Record Date for the Open Offer	Close of business on 25 June 2021	Latest time and date for applications under the Open Offer	11:00 a.m. on 15 July 2021	Latest time and date for applications under the Offer for Subscription	11:00 a.m. on 15 July 2021	Latest time and date for applications under the Initial Placing	3.00 p.m. on 20 July 2021	Expected date of Admission of the Ordinary Shares issued pursuant to the Initial Issue.	8.00 a.m. on 23 July 2021	Ordinary Shares issued pursuant to the Initial Issue issued and credited to CREST account	23 July 2021	Placing Programme opens	23 July 2021	Despatch of definitive share certificates for New Ordinary Shares in certificated form issued pursuant to the Initial Placing, the Open Offer and the Offer for Subscription	week commencing 26 July 2021	Placing Programme closes	28 June 2022
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iii.	<p><b>Details of admission to trading on a regulated market</b></p> <p>The Ordinary Shares are currently listed on the premium listing segment of the Official List of the FCA and traded on the London Stock Exchange's Main Market.</p> <p>Applications will be made: (i) to the FCA for the Ordinary Shares to be issued pursuant to the Initial Issue and the Placing Programme to be admitted to listing on the premium listing segment of the Official List and; (ii) to the London Stock Exchange for such Ordinary Shares to be admitted to trading on the London Stock Exchange's Main Market.</p>																				
iv.	<p><b>Plan for distribution</b></p> <p>The Company will notify investors of the number of Ordinary Shares to be issued pursuant to the Initial Issue in respect of which their application has been successful. The results of the Initial Issue will be announced by the Company on or around 21 July 2021, by an RIS announcement. It is expected that Admission of the New Ordinary Shares issued pursuant to the Initial Issue will become effective and that dealings on the London Stock Exchange's Main Market in such Ordinary Shares will commence as soon practicable after 23 July 2021.</p> <p>It is expected that Admission of further New Ordinary Shares issued under the Placing Programme will become effective, and that dealings in such New Ordinary Shares will commence, during the period from 23 July 2021 to 28 June 2022.</p>																				

v.	<p><b>Amount and percentage of immediate dilution resulting from the Initial Issue</b></p> <p>If 127.1 million New Ordinary Shares were to be issued pursuant to the Initial Issue (being the maximum number of Ordinary Shares that the Directors will be authorised to issue under the Initial Issue) based on the issued share capital at the date of this Prospectus, and assuming that an existing Shareholder did not participate in the Initial Issue, an investor holding 1 per cent. of the Company's issued share capital at the date of this Prospectus would then hold 0.76 per cent. of the Company's issued share capital following Initial Admission.</p> <p><b>Dilution in connection with the Placing Programme</b></p> <p>Assuming that 500 million New Ordinary Shares are issued under the Initial Issue and the Placing Programme, a Shareholder that does not participate in the Initial Issue or any Subsequent Placing under the Placing Programme will suffer a dilution of approximately 55.1 per cent. to their existing percentage holding.</p>
vi.	<p><b>Estimate of the total expenses of the Initial issue and Subsequent Placings</b></p> <p>The costs and expenses of the Initial Issue are not expected to exceed 2 per cent. of the Gross Issue Proceeds. By way of illustration, assuming that 127.1 million New Ordinary Shares are issued at the Initial Issue Price pursuant to the Initial Issue, the costs and expenses of, and incidental to, Initial Admission and the Initial Issue payable by the Company are not expected to exceed £2.81 million. The costs and expenses of each Subsequent Placing pursuant to the Placing Programme will depend on subscriptions received but are not expected to exceed 2 per cent. of the gross proceeds of such Subsequent Placing. The costs of any issue of New Ordinary Shares will be covered by issuing such New Ordinary Shares at a premium to the prevailing estimated Net Asset Value per Ordinary Share at the time of the Subsequent Placing.</p>
vii.	<p><b>Estimated expenses charged to the investor</b></p> <p>As stated in row a(vi) above, the expenses in connection with the Initial Issue or any Subsequent Placing under the Placing Programme will be deducted from the gross issue proceeds, rather than being charged directly to any investor.</p>
<b>b</b>	<b>Use of prospectus by financial intermediaries</b>
	The Company does not consent to the use of this Prospectus by financial intermediaries in connection with any subsequent resale or final placement of any New Ordinary Shares.
<b>c</b>	<b>Why is this prospectus being produced?</b>
i.	<p><b>Reasons for the admission to trading on a regulated market</b></p> <p>The Board intends to use the net proceeds of the Initial Issue and any Subsequent Placings under the Placing Programme, to complete the acquisition of a portfolio of wind turbines (the <b>Wind Portfolio</b>), reduce the amounts drawn down under the Company's Revolving Credit Facility and make further acquisitions in accordance with the Company's investment objective and investment policy.</p>
ii.	<p><b>The use and estimated net amount of the proceeds</b></p> <p>The Company is targeting an issue of 84.7 million New Ordinary Shares pursuant to the Initial Issue. The net proceeds of the Initial Issue (the <b>Net Proceeds</b>) will be used for the purposes set out in 4.c.i. above. The Net Proceeds are dependent on the level of subscriptions received. Assuming gross proceeds of £100 million, the Net Proceeds will be approximately £98 million.</p>
iii.	<p><b>Underwriting</b></p> <p>Neither the Initial Issue nor any Subsequent Placing are being underwritten.</p>
iv.	<p><b>Material conflicts of interest</b></p> <p>There are no material conflicts of interest in relation to the Placing Programme.</p>

## **RISK FACTORS**

An investment in the New Ordinary Shares carries a number of risks, including the risk that the entire investment may be lost. In addition to all other information set out in this document, the following factors should be considered when deciding whether to make an investment in the New Ordinary Shares. The risks set out below are those which are considered to be the material risks relating to the Company and an investment in the New Ordinary Shares but are not the only risks relating to the New Ordinary Shares or the Company. No guarantee can be given that Shareholders will realise a profit on, or recover the value of, their investment in the New Ordinary Shares. It should be remembered that the price of the New Ordinary Shares and the income from them can go down as well as up.

Prospective investors should note that the risks relating to the Company, its investment strategy and operations and the New Ordinary Shares summarised in the section of this document headed “Summary” are the risks that the Directors believe to be the most essential to an assessment by a prospective investor of whether to consider an investment in the New Ordinary Shares. However, as the risks which the Company faces relate to events and depend on circumstances that may or may not occur in the future, prospective investors should consider not only the information on the key risks summarised in the section of this document headed “Summary” but also, among other things, the risks and uncertainties described in this “Risk Factors” section of this document. Additional risks and uncertainties not currently known to the Company or the Directors or that the Company or the Directors consider to be immaterial as at the date of this document may also have a material adverse effect on the Company’s financial condition, business, prospects and results of operations and, consequently, the Company’s Net Asset Values and/or the market price of the New Ordinary Shares. Further, as required by the UK Prospectus Regulation, the risks that the Investment Adviser and the Directors consider to be the most material risk in each category, taking into account the negative impact on the Company and the probability of its occurrence, has been set out first. Given the forward-looking nature of the risks, there can be no guarantee that such risk is, in fact, the most material or the most likely to occur. Prospective investors should, therefore, review and consider each risk.

The New Ordinary Shares are only suitable for investors who understand the potential risk of capital loss and that there may be limited liquidity in the underlying investments of the Company, for whom an investment in New Ordinary Shares is part of a diversified investment programme and who fully understand and are willing to assume the risks involved in such an investment.

Potential investors in the New Ordinary Shares should review this document carefully and in its entirety and consult with their professional advisers prior to making an application to subscribe for New Ordinary Shares.

### **A. REGULATORY, POLITICAL AND LEGAL RISKS APPLICABLE TO THE RENEWABLE ENERGY SECTOR**

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

A significant proportion of the Group’s assets benefits from government subsidies and incentives. Many countries have provided subsidies in the form of feed-in tariffs and other incentives to power plant owners, distributors and system integrators in order to promote the use of renewable energy. The benefits gained from these government subsidies and incentives may reduce over time as the government subsidies and incentives expire, phase out over time, terminate upon the exhaustion of the allocated government funding or require renewal by the applicable authority. The government subsidies and incentives may also be amended by governments due to changing market circumstances (such as market price fluctuations or the oversupply of produced electricity), changes to national, state or local public-sector fiscal circumstances, or changes to national, state or local energy or other policies, including but not limited to the revocation or alteration to the previously agreed subsidy arrangements (See “Risks in respect of grandfathering” below).

#### **Risks relation to regulation of renewable energy**

Investments in renewable energy depend largely upon government grants and permits or license requirements and environmental legislation. The renewable energy sector is the subject of intense

and sometimes rapidly changing regulation in many jurisdictions. Therefore, the Company is exposed to the risk that the competent authorities may pass legislation that might hinder or invalidate rights under existing contracts as well as hinder or impair the obtaining of the necessary permits or licenses necessary for renewable energy assets in the construction phase, as well as for operating assets. Furthermore, the relevant licenses and permits may be adversely altered, revoked, or in the case of their expirations, not be extended by the relevant authorities. In addition, the competent legislative bodies, authorities or other state or municipal institutions or organisations may in the future amend or repeal existing laws, regulations or guidelines which could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors. Unfavourable energy policies or court judgments, if applied retrospectively, could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

In addition to any changes to the current renewable energy policy which the government of any country in which the Group invests may introduce, there may be non-policy change in law risks (i.e. change in law unrelated to national support schemes, electricity prices and transmission/distribution) which the Special Purpose Companies will generally be expected to assume under the various project documents.

### **Risks in respect of grandfathering**

Given the sustained fall in the cost of renewable power generation equipment, governments have generally revised their regulations supporting the renewable energy sector in order to reduce the benefits available to new renewable power generation projects. However, in order to maintain investor confidence, the UK has, to date, ensured that the benefits already granted to operating renewable power generation projects are exempted from future regulatory change for the life of the project; this practice is referred to as "grandfathering". The UK government has generally applied the policy of grandfathering consistently, ensuring that operating projects receive the same level of support throughout their eligibility period under the scheme and are not affected by any subsequent reduction in support levels. The policy of "grandfathering" is not fully harnessed in legislation, in that there is not a general legal obligation under the Electricity Act 1989, the Renewables Obligation Order or the Energy Act 2013 that requires grandfathering to be applied. However, policy statements and their application in the UK to date have been consistent and have recognised the importance of maintaining investor confidence in the UK by ensuring that no future policy changes would retrospectively affect existing accredited projects.

Grandfathering remains a policy decision and, as such, there is no guarantee that the practice of grandfathering for operating renewable energy projects will be continued. The Group is likely to suffer a loss if the UK were to abandon the practice of grandfathering for renewable energy projects and apply adverse retrospective changes to the levels of support for operating projects in which the Group has a financial interest which would have a material adverse effect on the Group's business, financial position, results of operations and business prospects.

Similar risks could apply in other non-UK jurisdictions in which the Group may invest in accordance with its investment policy. If any of these risks were to occur, and to the extent that the Group has assets in such jurisdictions, this could have a material adverse effect on the Group's business, financial position, results of operations and business prospects.

### **Risks relating to network charges**

Network charges (relating to the connection to and use of the electricity transmission and distribution networks and relating to the balancing of electricity supply and demand) will vary from time to time. The network charging regime in Great Britain (**GB**) is in the process of being reviewed. There can be no assurance that the modelled cashflows fully reflect all future changes to network charges (from the current review or otherwise) and consequently changes to network charges could have an adverse impact on the Group's financial position, results of operations, business prospects and returns to investors.

## **B. RISKS RELATING TO THE GROUP**

### **Risks relating to exposure to power prices**

The Company makes investments in projects and concessions with revenue exposure to power prices. The market price of electricity is volatile and is affected by a variety of factors, including market demand for electricity, the generation volume and mix of power plants, government support for various forms of power generation, carbon pricing, fluctuations in the market prices of commodities (particularly gas), the ongoing impact of Covid-19 and foreign exchange. It is possible that power prices may be negative at certain times of oversupply of power to the grid.

The Investment Adviser uses independent third party forecasts of future electricity prices, which are generally produced quarterly. The exposure of the valuation of the Group's assets to changes in electricity prices in the short, medium and long term will depend on the extent to which each asset's revenues benefit from government subsidies and incentives and/or arrangements to fix the electricity price with third parties.

Future electricity prices, and the forecasts made of them as at the date of this document, are affected by the balance of electricity supply and demand, the capital costs and efficiency of generating plant and the marginal cost of generation. Governments' evolving plans to decarbonise energy sectors and wider economies are expected to have a significant impact on future electricity supply and demand. Recent policy developments include the European New Green Deal, the European Covid-19 Recovery Fund and the UK Energy White Paper. On the supply side, it is anticipated that forecasters are likely to attribute greater likelihood of governments' ambitions for a larger build-out of renewable energy assets being delivered, particularly as the practicalities of deployment, such as permitting timescale and build capacity, seem more likely to be overcome with political willpower. Consequently, the forecasters are likely to place greater weight on the government's ambitions in their updates to electricity price forecasts.

Increasing assumptions around the build-out rate of renewable energy assets without commensurate increases in electricity demand would reduce electricity price forecasts. Further detail that will shape these forecasts is expected from the UK government in the run up to, and following the agreements made at, the 26th UN Climate Change Conference scheduled to be held in Glasgow, Scotland, in November 2021 (**COP26**). On the demand side, many factors could lead to changes in market demand for electricity, including changes in consumer demand patterns. An increase in the proportion of renewable energy in the electricity mix, usage of smart grids, a rise in demand for electric vehicle charging capacity and residential participation in renewable energy generation could all impact demand levels and patterns for electricity, as well as the associated price.

There is both a risk that actual future electricity prices are substantially different to the forecast and that the forecast of future power prices (and actual prices) may change substantially, either of which has the potential to have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

Even where renewable energy assets may benefit from subsidy support regimes, these regimes may be insufficient to provide coverage for negative power prices, which may occur when there is a surplus of power on the grid, or require a project benefiting from support to curtail generation during negative price events. For example, the UK's CFD support scheme currently will not compensate for negative prices and from 2021 will require that generators obtaining a CFD agree to curtail during a negative price event.

### **Dependence on the Investment Adviser**

The ability of the Company to achieve its investment objective depends heavily on the experience of the Investment Adviser's team, and more generally on the ability of the Investment Adviser to attract and retain suitable staff. The Board will have broad discretion to monitor the performance of the Investment Adviser or to appoint a replacement but the performance of the Investment Adviser or that of any replacement cannot be guaranteed.

The Investment Adviser may allocate some of its resources to activities in which the Group is not engaged or key personnel could become unavailable due, for example, to death or incapacity, as well as due to resignation. There may be regulatory changes in the areas of tax and employment that affect pay and bonus structures and may have an impact on the ability of the Investment Adviser to recruit and retain staff. In the event of any departure for any reason, it may take time to transition to alternative personnel, which ultimately might not be successful. The impact of such a



departure on the ability of the Investment Adviser to achieve the investment objective of the Company cannot be determined.

### **Risks relating to financial modelling and assumptions**

Investment valuation and investment decisions are based on financial projections and assumptions for renewable energy assets in which the Group invests. Such assumptions may change from time to time. Projections will primarily be based on the Investment Adviser's assessment and on macro-economic forecasts (including power price forecasts) provided by industry experts and are only estimates of future cash flows based on assumptions made at the time of the projection.

The Company's quarterly Net Asset Value calculations are based on estimates provided by the Investment Adviser. The financial information relating to the Company's portfolio of assets which inform these valuations are derived from management information provided by the Investment Adviser. Only the year end Net Asset Value is audited.

Actual results may vary significantly from the projections and assumptions may not always prove to be correct. This includes those assumptions made by the Investment Adviser for operational performance (including energy yields at the pre-construction stage) and forecasts provided by independent industry experts for future power prices. The variance between assumptions and actual cash flows may have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

The Company cannot guarantee the accuracy of forecasting or the reliability of the forecasting models, or that data collected will be indicative of future meteorological conditions. Forecasting can be inaccurate due to meteorological measurement errors, or errors in the assumptions applied to the forecasting model, and in particular, forecasters look at long-term data and there can be short term fluctuations.

The returns from operating efficiency improvements and energy sale could be less attractive than originally anticipated. The returns from operating efficiencies are dependent upon, *inter alia*, the level of technical inefficiency and avoidable losses in acquired sites, the Group's ability to identify and rectify such inefficiencies in a cost-effective manner and its ability to achieve the cost savings on operational expenses. The Group may find, following acquisition of its assets, that such operating efficiency improvements are not achievable or that the returns are less than the Directors' current expectations.

Assets acquired by the Group may fail to meet the Company's expectations and forecasts. The prices at which the Group acquires its assets will be determined by the Directors' and Investment Adviser's expectations and operational assumptions of the economics of such assets so that the returns available to the Group are acceptable. Should the operation and economics of the assets fall short of the expectations of the Company and the Investment Adviser, there could be a material adverse effect on the returns to the Company.

### **Market value of investments and valuations**

Returns from the Group's investments will be affected by the price at which they are acquired. The value of these investments will be (amongst other risk factors) a function of the discounted value of their expected future cash flows, and as such will vary with, *inter alia*, movements in interest rates and the competition for such assets.

A valuation is only an estimate of value and is not a precise measure of realisable value. Ultimate realisation of the market value of an asset depends to a great extent on economic and other conditions beyond the control of the Company, and valuations do not necessarily represent the price at which an investment can be sold or that the assets of the Group are saleable readily or otherwise.

All calculations made by the Administrator, in conjunction with the Investment Adviser, will be made, in part, on valuation information provided by the companies in which the Group has invested and, in part, on financial reports provided by the Investment Adviser. Although the Administrator and the Investment Adviser will evaluate all information and data provided by the companies in which the Group has invested, they may not be in a position to confirm the completeness, genuineness or accuracy of such information or data, nor may such information be up to date by the time it has



been received by the Company. Only the year end Net Asset Value is audited and Shareholders should bear in mind that the actual NAV may be materially different from the quarterly estimates.

### **Past performance**

The past performance of the Company and the investments held by the Group or managed and monitored by the Investment Adviser or its associates is not a reliable indication of the future performance of the investments held (and to be held) by the Group. Investor returns are dependent upon the Company successfully pursuing its investment objective and investment policy.

### **Risks relating to completion of the Wind Portfolio Acquisition Agreement**

Completion of the Wind Portfolio Acquisition Agreement is conditional upon the fulfilment of certain conditions, including the Company obtaining the necessary financing to complete the Wind Portfolio Acquisition. The Wind Portfolio Acquisition Agreement is conditional on the Company obtaining the necessary financing to complete the Wind Portfolio Acquisition.

If any condition under the Wind Portfolio Acquisition Agreement is not obtained by 25 business days from signing of the acquisition (or such other date that the parties agree in writing), either of the parties to the Wind Portfolio Acquisition Agreement may terminate the agreement on written notice. There can be no assurance that these termination rights will not be exercised if applicable. If they are so exercised, the acquisition of the Wind Portfolio will fail to complete which could result in a delay in deployment of the Net Issue Proceeds in which in turn may impact the Company's ability to achieve its target dividend distributions and total returns.

### **Risks relating to the acquisition of pipeline assets**

None of the investment opportunities referred to in this document have been contracted to be acquired by the Group and there are no contractually binding commitments or agreements to acquire any of these investment opportunities.

There can be no assurance that any of the investment opportunities referred to in this document will remain available for purchase after Initial Admission, or, if available, at what price (if a price can be agreed at all) investments can be acquired by the Group.

The making of any investment will be conditional upon, amongst other things, receipt of all necessary consents, approvals, authorisations and permits, the Company deciding to proceed with the acquisition, the Company being able to finance its commitment to a particular investment, satisfactory completion of due diligence and the entering into of binding agreements in a form satisfactory to all the parties thereto, including the Company.

### **Competition for further acquisitions**

The Group faces significant competition for assets in the renewable energy sectors. Large European and international utility companies are participants in the renewable energy sectors, and many of the Group's competitors have a long history in such sectors, as well as greater financial, technical and human resources. Competition for appropriate investment opportunities may therefore increase, thus reducing the number of opportunities available to, and adversely affecting the terms upon which investments can be made by, the Group, and thereby limiting the growth potential of the Group.

Such competition may cause a decrease in expected profit margins, and adversely affect the Company's market share. Increased competition could therefore have a material adverse effect on the business, financial condition, results of operation and prospects of the Group. The ability of the Company to achieve its investment objective depends upon the Investment Adviser identifying, selecting and executing investments which offer the potential for satisfactory returns. The availability of suitable investment opportunities will depend, in part, upon conditions in the UK renewable energy power markets. There can be no assurance that the Investment Adviser will be able to identify and secure further investments that satisfy its investment criteria. Failure to identify and secure such investments could have a material adverse effect on the business, financial condition, results of operation and prospects of the Group.

### **Risk relating to due diligence**

Prior to the acquisition of any renewable energy asset or of any entity that holds a renewable energy asset or rights to construct a renewable energy asset, the Company and its advisers (including the Investment Adviser) will undertake commercial, financial, technical and legal due diligence on the assets. Notwithstanding that such due diligence is undertaken, such due diligence may not uncover all of the material risks affecting the relevant renewable energy asset or entity, as the case may be, and/or such risks may not be adequately protected against in the acquisition documentation. The Group may acquire assets with unknown liabilities and without any recourse, or with limited recourse, with respect to unknown liabilities. However, if an unknown liability was later asserted against the acquired assets, the Group might be required to pay substantial sums to settle it or enter into litigation proceedings, which could adversely affect cash flow and the results of its operations. Accordingly, in the event that material risks are not uncovered and/or such risks are not adequately protected against, this may have a material adverse effect on the Group.

Technical analysis of the build quality, lifecycle costs and asset life will be undertaken by the technical advisers appointed by the Group in connection with any proposed acquisition. It is not intended that the equipment and systems purchased will rely substantially on new technology and it is expected that they will have a track record in other relevant renewable energy assets. Even so, components such as cabling, gear boxes, PV panels, battery arrays, rotor blades, bearings, battery management systems, generators, inverters and control systems amongst others can fail and repair or replacement costs, in addition to the costs of lost production, can be significant.

### **Risks relating to the ability to finance further investments and enhance Net Asset Value growth**

Once the net proceeds of the Initial Issue and the Placing Programme are fully invested and the Revolving Credit Facility has been fully drawn down, to the extent that it does not have cash reserves available for investment, the Group would need to finance further investments either by additional borrowings (whether by new borrowing or refinancing existing debt) or by the Company issuing further Shares). There can be no assurance that the Group may be able to borrow or refinance on reasonable terms or that there will be a market for further Shares. If new borrowing or a share issuance is required for any further investments, the Group does not intend to commit to any such further investments unless such commitment is conditional upon further borrowings or a share issuance, as required. Any borrowing by the Company will have to comply with the Group's limits on borrowing in its investment policy.

The ability of the Company to deliver enhanced returns may be dependent on access to debt facilities. Please see the risk entitled "Risks relating to leverage of the Group" below for further information. There can be no assurance that the Group will be able to borrow on reasonable terms or at all.

### **Cyber risk**

There exists an increasing threat of cyber-attack, including in which a hacker may attempt to access the Company's website or its secure data (including intellectual property), or the computer systems of one or more of the Group's assets, and attempt to either destroy or use this data for malicious purposes. While the Company thinks it unlikely that the Company or one of its assets would be the deliberate target of a cyber-attack, there is a possibility that one or other could be targeted as part of a random or general attack. If one or several of the assets became the subject of a successful cyber-attack, to the extent that any loss or disruption following from such attack would not be covered or mitigated by any of the Company's insurance policies, such loss or disruption could have an adverse effect on the affected assets and/or the Company.

### **Conflicts of Interest**

The Investment Adviser and any of its members, directors, officers, employees, agents and connected persons, and any person or company with whom they are affiliated or by whom they are employed (**Interested Parties**) may be involved in other financial, investment or other professional activities which may cause potential conflicts of interest with the Company and its investments. Interested Parties may provide services similar to those provided to the Group to other entities and will not be liable to account for any profit earned from any such services. BSL and BOL, both of which are under common control of the Investment Adviser, provide asset management, operations

and maintenance and other services to the SPVs owned by the Group, as well as other to entities, that may give rise to conflicts.

The Investment Adviser and its directors, officers, employees and agents will at all times have due regard to their duties owed to members of the Group and where a conflict arises they will endeavour to ensure that it is resolved fairly. Subject to the arrangements explained above, the Company may (directly or indirectly) acquire securities from or dispose of securities to any Interested Party or any investment fund or account advised or managed by any such person. An Interested Party may provide professional services to members of the Group (provided that no Interested Party will act as auditor to the Company) or hold Shares and buy, hold and deal in any investments for their own accounts, notwithstanding that similar investments may be held by the Group (directly or indirectly).

An Interested Party may contract or enter into any financial or other transaction with any member of the Group or with any Shareholder or any entity, any of whose securities are held by or for the account of the Group, or be interested in any such contract or transaction. Furthermore, any Interested Party may receive commissions to which it is contractually entitled in relation to any sale or purchase of any investments of the Group effected by it for the account of the Group, provided that in each case the terms are no less beneficial to the Group than a transaction involving a disinterested party and any commission is in line with market practice.

## **C. RISKS RELATING TO THE COMPANY'S INVESTMENT STRATEGY**

### **Risks relating to leverage of the Group**

The Group has incurred, and may in the future incur further indebtedness, which will be serviced by a first call on cash flows from investments. Whilst the use of leverage may offer the opportunity for enhanced returns to the Group, and thus additional capital growth, it also adds risk to the investment. For example, changes in interest rates may affect the Group's returns. Interest rates are sensitive to many factors including government policies, domestic and international economic and political considerations, fiscal deficits, trade surpluses or deficits, and regulatory requirements, amongst others, beyond the control of the Group. The Group's performance may be affected if it does not limit exposure to changes in interest rates through an effective hedging strategy. There can be no assurance that such arrangements will be entered into or that they will be sufficient to cover such risk.

Constraints on the availability of bank or bond debt and its pricing as a result of prevailing market conditions may affect the ability of the Group to raise or to refinance debt and in the absence of additional equity result in the Group having to forego acquisition opportunities or sell assets to avoid defaulting on its obligations. No assurance can be given as to the ability to refinance or avoid default on these or any other assets in the Company's portfolio or as to the refinancing terms that may be available where refinancing is possible.

In order to secure indebtedness, the Group is likely to have to agree to covenants as to the Group's operation and financial condition. The covenants to which the Group may be subject are dependent on the market conditions and the bargaining position of the Group at the time of securing such indebtedness, as well as other factors. It is currently unknown what covenants the Group may have to agree to in order to secure future indebtedness and such covenants may unduly constrain the Group's operations.

The consequences of breaching such covenants imposed on the Group will be dependent upon what is agreed at the time between the parties; as an indication, a breach of covenants may lead to a draw-stop preventing the Group drawing on funds or, in more material cases, default and acceleration of the debt. The relevant covenant, as well as the extent of the breach, will affect the consequences of any covenant breach.

The Group may also have to offer security over its underlying assets in order to secure indebtedness. Any failure by the Group to fulfil obligations under any related financing documents (including repayment) may permit a lender to demand repayment of the related loan and to realise its security. In the event that such security involves the lender taking control (whether by possession or transfer of ownership) of the Group's underlying assets, the Group's returns may be adversely impacted. In either case, this could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

It is intended that the Revolving Credit Facility used to finance acquisitions is likely to be repaid, in normal market conditions, through further equity fundraisings or through refinancing through the introduction of long term structural debt. There is no guarantee that this will be the case and if the Group failed to raise additional funds through equity fundraisings, or through refinancing through long term structural debt before the maturity date of the relevant facility (which in the case of the Revolving Credit Facility is 30 September 2022 subject to the Company's option to extend the term of the facility by a further 12 months and subject to agreement from all the parties to the Revolving Credit Facility), it would need to repay the debt from its existing cashflows and/or to realise assets to fund repayment, either of which would have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors, including its ability to achieve its target dividend distributions and total returns.

If the Group fails to service any debt financing incurred at the holding company level or breaches any of its covenants under the financing documents, the lender may be able to enforce any security provided by the Group over its investments which could involve the lender taking control (whether by possession or transfer of ownership) of one or more of the Group's investments, and this could have an adverse effect on the business, financial position and results of the Group, including its ability to achieve its dividend targets.

The London Interbank Offered Rate (**LIBOR**), is used as a benchmark for various Sterling denominated borrowing facilities, which will start to be phased out during 2021. A process to transition financial instruments that use LIBOR to a new risk free rate such as the Sterling Overnight Index Average (**SONIA**) rate has been or is likely to commence shortly for borrowing facilities used by the Group. The adoption of SONIA may result in mismatches to any interest rate swaps which are in place or even require such interest rate swaps to be terminated and replaced. Whilst financial institutions expect the transition to SONIA to be broadly on a no-gain no-loss basis, costs may be incurred including associated with any termination of interest rate swaps, implementing an alternative risk free rate or selection of a risk premium, which may materially adversely impact investment returns.

#### **General counterparty credit risk and reliance on contractor services**

In addition to BSL and BOL providing asset management services and operations and maintenance services to the SPVs through which the Group owns its assets, the Company expects to rely on third-party professionals and independent contractors and other companies to provide the required construction and operational and maintenance support services throughout the construction and operating phases of the renewable energy assets in the Group's investment portfolio. If such contracted parties are not able to fulfil their contractual obligations, the Group may be forced to seek recourse against such parties, provide additional resources to complete their work, or to engage other companies to complete their work. Any such legal action or financial difficulty, breach of contract or delay in services by these third-party professionals and independent contractors could have a material adverse effect on the relevant renewable energy assets' business, financial condition and results of operations.

The Group's ability to invest in and operate renewable energy projects could be adversely affected if the contractors with whom the Group wishes to work do not have sufficient capacity to work with the Group on its chosen projects. In addition, if a contractor's work was not of the requisite quality, this could have an adverse effect on projects in which the Group is invested and might not only reduce financial returns but could adversely affect the Group's reputation.

Where a construction or an operation and maintenance contractor, or any other contractor, needs replacing, whether due to expiry of an existing contract, insolvency, poor performance or any other reason, the Group will be required to appoint a replacement contractor. Any such replacement contractor may be more expensive and there is a further risk that finding a suitable contractor may take a long time, which could potentially lead to construction delays or downtime for the relevant asset. This could have a material adverse effect on the Group's financial position, results of operation and business prospects.

In addition, the Group will be exposed to other third party credit risk in several instances, including, without limitation, with respect to property owners or tenants who are leasing roof or ground space to the Company for the locating of the assets, the off-takers of energy and green benefits supplied, banks who may provide guarantees of the obligations of other parties or who may commit to provide leverage to the Group at a future date, insurance companies who may provide coverage

against various risks applicable to the Group's assets (including the risk of terrorism or natural disasters affecting the assets) and other third parties who may owe sums to the Group. In the event that such credit risk crystallises in one or more instances (for instance, an insurer which grants coverage becomes insolvent as a result of claims made due to a natural disaster by several persons insured by it and the investment is, consequently, unable to make substantial recovery under its own insurance policy with such insurer), this may materially adversely impact on the investment returns.

#### **Achievement of the investment objective**

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

#### **Risks relating to project financing**

The SPVs through which the Group owns its assets utilise project-specific debt financings that account for a significant part of the total project funding. These debt facilities typically impose obligations on the relevant SPV and afford certain rights and remedies to its financiers. The financing documents typically contain detailed covenants with which the relevant SPV must comply and involve a certain amount of administrative burden to monitor compliance with the financing terms.

There are often restrictions on the movement of money out of the SPVs and it is typical for cash to be locked up in the project until a number of conditions are satisfied. There may be situations, for instance when project revenues or liquidity levels have decreased, in which case the Group would need (but is not obliged) to contribute additional funds to remedy the cover ratio or other defaults or face the loss of a project.

It is typical for the financiers providing such debt financing to have a secured first priority charge on substantially all of the tangible and intangible assets of the relevant asset. If an SPV is unable to service its debt or is otherwise in breach of one or more of its obligations under the project financing agreements, the relevant financiers may be able to enforce their security interest over the relevant asset.

#### **Acquisition risk**

The investment policy of the Company is to acquire primarily solar PV assets, although the Company also has the ability to invest a minority of its share capital into wind, hydro and energy storage assets. The vendors of such assets will typically provide various warranties for the benefit of the acquirer and its funders in relation to the acquisition. Such warranties will be limited in extent and are typically subject to disclosure, time limitations, materiality thresholds and liability caps and to the extent that any loss suffered by the acquirer arises outside the warranties or such limitations or caps are exceeded, it will be borne by the acquirer, which may adversely affect the income received in respect of the relevant asset. This could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

#### **Risks relating to solar PV and other renewable energy assets in construction**

The Company's investment policy is primarily to acquire both grid connected operating solar PV assets and pre-construction assets although the Company also has the ability to invest a minority of its share capital into wind, hydro and energy storage assets. Delays in project construction may result in a reduction in returns caused by a delay in the project generating revenue. While the Group will typically seek to ensure that strong warranties and termination rights are in place with the contractor to compensate the Group for such losses, there can be no guarantee that these will be sufficient to cover such losses or that such payments will be received.

Construction of renewable energy assets is likely to result in reliance upon services being delivered by one or more contractors. Whilst the performance of contractor services will usually be guaranteed with penalties linked to underperformance, and potentially in some cases backed by guarantees, any such guarantees are expected to be limited in their scope and quantum and may not always cover the full loss of profit incurred by a project. Failure of a contractor or a change in a contractor's financial circumstances may among other things result in the relevant asset



underperforming or becoming impaired in value and there can be no assurance that such underperformance or impairment will be fully or partially compensated by any contractor warranty or bank guarantee.

A limited number of third-party suppliers may be contracted for the supply of certain components (being gear boxes, battery arrays, rotor blades, bearings, battery management systems, generators, inverters and modules) for new projects. These suppliers may not be able to meet agreed minimum levels of supply. If the Group fails to develop or maintain relationships with these and other suppliers, the Group may not be able to secure a supply of the components, in the required quantities or quality, at competitive and cost effective prices, on a timely basis or at all which may lead to delays or eventual project abortion. Failure to obtain a continued supply of components on competitive terms or at all could harm the Group's ability to develop solar PV and other renewable energy assets, and consequently its financial condition and results of operations.

In addition, the relevant suppliers may be unable to meet their warranty obligations in respect of acquired or developed projects with respect to modules, inverters or other components, in whole or in part, due to production, economic or financial difficulties or for other reasons. Such circumstances could cause the Group to experience increased costs and harm its reputation, any of which could have a material adverse effect on the business, prospects, financial condition or results of operations of the Group.

A change in prices for certain key components, in particular modules and inverters, may have a material adverse effect on the business, prospects, financial condition and results of operations of the Group.

#### **Risks relating to not acquiring 100 per cent. of an asset**

The Group may not always be able, for structural or commercial reasons, to acquire a 100 per cent. equity interest in the assets which it acquires. Although it does not intend to acquire stakes in assets that will not give it effective control of the acquired asset the Group may do so in the future and minority holdings in acquired assets may hamper the Group's ability to control such assets and may also reduce the future returns to the Company.

#### **Risks relating to changes in public attitude**

The solar PV sector and other renewable energy sectors currently rely upon specific regulatory support to provide preferential treatment, including premium prices on electricity production, for renewable energy producers. Such support has been legislated in a number of countries based upon growing public and political support for renewable energy sources, due in particular to increasing public and political concerns about climate change, environmental sustainability and energy security. A change in public attitude to renewable energy installations may result in an increase in security and regulatory risk to operating renewable energy installations, for example due to a resentment of the cost burden created by renewable energy production relative to alternative conventional energy sources, to the appearance or environmental impact of solar PV plants, wind farms, hydro power stations or storage facilities or to the benefits to certain investor groups, perceived to be granted at the cost of the public. Whilst the Company will seek to ensure that regulatory support is robust and appropriate measures are taken in respect of each project to encourage local support and to manage security risks, there can be no guarantee that changes in public attitude will not result in a loss of actual or perceived value of investments.

Recent articles in the UK press have commented that approximately 40 per cent. of UK solar projects were built using panels sourced from leading Chinese firms that are now being linked to the use of forced labour in the Xinjiang region, reports of which first began emerging in the years following the apparent commencement of the systemic detention of the Uyghurs in 2016. The Board and the Investment Adviser do not believe that the projects in which the Company has invested to date, most of which were built and became operational between 2013 and 2015, have used panels manufactured using forced labour. In addition, the Board and the Investment Adviser have started implementing procedures to combat slavery and human trafficking concerns. However, adverse press coverage relating to the supply chains for solar panels sourced from Chinese firms which may be involved in the use of forced labour may have an adverse impact on investor perception of the UK solar market generally and its participants, including the Company, which in turn may have a material adverse impact on demand for the Company's shares and the price at which the Company's shares trade.



## **Risks relating to investment outside of the UK**

Up to 10 per cent. of the gross asset value of the Group may be invested in assets outside the UK, meaning that an element of the Company's revenue may be received from overseas. This might expose the Company to risks associated with investments in different jurisdictions, such as:

- Legal and structuring risk – the risk that the Company may be required to structure investments or contractual arrangements to comply with the legal and regulatory requirements of such other jurisdictions, which may not afford the Company the same level of protection as if such investment were in the UK;
- Insolvency risk – the risk that the Company and its counterparties could be subject to an insolvency regime outside the UK, which could be more debtor-friendly than the UK. Such jurisdiction-specific insolvency regimes may negatively affect the Company's recovery in a restructuring or insolvency;
- Foreign exchange risk – the risk that changes in the rates of exchange between Sterling and another currency will cause the value of any investment denominated in that currency, and any income arising out of the relevant investment, to go down or up in Sterling terms. Such adverse currency movements could have an adverse effect on the returns realised by the Company from its portfolio;
- Operational risk – the risk that, where the counterparties or relevant assets are based outside the UK, the EPC contractors, O&M contractors or their subcontractors may be required to obtain additional licences in that jurisdiction (or the EPC contractors or O&M contractors may be required to appoint local subcontractors), which could further delay the installation or maintenance of the relevant asset; and
- Taxation risk – the risk of a change in the taxation regime in any jurisdiction in which the Company invests, which may affect the investment income received by the Company in respect of such investment, for example if a rule change meant that withholding taxes were applied to such investment income stream before being paid to the Company.

## **D. MACRO RISKS**

### **Risks related to economic conditions**

The Group and its investments are materially affected by conditions in the global financial markets and economic conditions, including, but not limited to, rising interest rates, inflation and deflation, business and consumer confidence, availability of credit, currency exchange rates and controls, trade barriers, commodity prices and tax rates. These factors are outside the Company's control and may affect the valuation of the Group's investments which may have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors. There is a risk that corporation or other tax rates may increase further as governments seek to finance deficits arising from, amongst other things, the consequences of the Covid-19 pandemic.

### **Market conditions in the UK**

Although the Group can invest up to 10 per cent. of its Gross Asset Value into assets outside the UK, it is not the Company's policy to be a long term holder of non-UK assets and the Company will be invested primarily in renewable energy assets located in the UK. Further, the Company will be subject to the risks associated with concentrating its investments primarily in renewable energy assets. Market conditions, including fluctuations in the supply and demand for, and residual value of renewable energy assets in which the Group invests may increase illiquidity and scarcity and have a generally negative impact on the ability of the Investment Adviser to identify and execute investments in suitable assets that might generate acceptable returns. Adverse market conditions and their consequences may have a material adverse effect on the Company's investment portfolio.

Difficult market conditions, including unanticipated changes to the regulatory framework in which renewable energy assets operate, may also adversely affect the operations and financial performance of the Group's assets on a standalone and collective basis. This could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

### **Interest rates**

Interest rates are sensitive to many factors, including governmental monetary and tax policies, domestic and international economic and political considerations, fiscal deficits, trade surpluses or deficits, regulatory requirements and other factors beyond the control of the Company. Changes in market rates of interest could affect the Company and the Group's assets in a variety of ways. Changes in the general level of interest rates can affect the spread between, amongst other things, the income on the Group's assets and the expense of its interest-bearing liabilities, the value of its interest-earning assets and its ability to realise gains from the sale of assets (should this be desirable). Changes in interest rates may also affect the valuation of the Company's portfolio by impacting the valuation discount rate.

The Group may finance its activities with either fixed and/or floating rate debt. With respect to any floating rate debt, the Company's performance may be affected if it does not limit the effects of changes in interest rates on its operations by employing an effective hedging strategy, including engaging in interest rate swaps, caps, floors or other interest rate contracts, or buying and selling interest rate futures or options on such futures. There can be no assurance that such arrangements will be entered into or that they will be sufficient to cover such risk. Such arrangements may even turn out to be to the Company's detriment, depending upon the direction in which the rate changes.

### **Inflation/deflation**

The revenues and costs of renewable energy assets are partly or wholly affected by inflation.

The Company's ability to meet targets and its investment objective may be adversely or positively affected by inflation and/or deflation, although it is also affected by a wide range of other factors. An investment in the Group may not be appropriate for investors solely seeking correlation of investment returns with inflation or deflation.

### **Exposure to commodities prices**

Renewable energy assets may be subject to commodity price risk, including without limitation, the price of electricity and the price of fuel embedded with certain wholesale electricity prices. The operation and cash flows of certain investments will depend, in substantial part, upon prevailing market prices for electricity and fuel, and particularly natural gas. These market prices may fluctuate naturally depending upon a wide variety of factors, including, without limitation, weather conditions, foreign and domestic market supply and demand, force majeure events, changes in law or regulatory regimes, price and availability of alternative fuels and energy sources, international political conditions including those in the Middle East, actions of the Organization of Petroleum Exporting Countries (and other oil and natural gas producing nation) and overall economic conditions.

### **Risks associated with the effects of the Coronavirus Disease 2019 (COVID-19) pandemic**

The effects of the outbreak of the Coronavirus Disease 2019 (COVID-19) in December 2019, which was announced a pandemic by the World Health Organization on 11 March 2020, on renewable energy assets and the global economy in general cannot be reliably assessed as at the date of this document. Market volatility and/or a period of recession caused by the outbreak of the COVID-19 pandemic may have an adverse effect on renewable energy assets, including the renewable energy assets in which the Group invests, and, in particular, reduced economic output caused by the pandemic has negatively impacted power prices and near-term power price forecasts. This could have a material adverse effect on the Group's financial position, results of operations, business prospects, availability of personnel and equipment and returns to investors.

## **E. RISKS RELATING TO OPERATIONS OF THE GROUP AND ITS ASSETS**

### **Weather related risks**

The profitability of a solar PV asset and other types of renewable energy asset, such as a wind farm, is dependent on the meteorological conditions at the particular site. Accordingly, the Group's revenues will be dependent upon the meteorological conditions at the solar PV plants and other renewable energy assets owned by the Group. Variations in meteorological conditions occur as a result of fluctuations in the levels of sunlight and cloud cover, and in the case of wind farms, wind

strength on a daily, monthly and seasonal basis, and over the long term as a result of more general changes in climate.

It is possible that temporary or semi-permanent or permanent changes in weather patterns, including as a result of global warming or for any other reason, could affect the levels of wind and solar irradiation received annually or during any shorter or longer period of time in locations where the Group's solar PV or renewable energy generating assets may be located. Such changes could lead to a reduction in the electricity generated which would have a material adverse effect on the Group's business, financial position, results of the operations and business prospects. Such changes, perceived or otherwise, could also make renewable energy assets in which the Group invests less attractive as an investment opportunity and so impair the Company's potential returns which could have a material adverse effect on the Group's business, financial position, results of the operations and business prospects.

### **Risks relating to technology and operations**

Whilst the Investment Adviser will procure that appropriate legal and technical due diligence is undertaken on behalf of the Company in connection with any proposed acquisition of assets by the Group, this may not reveal all facts that may be relevant in connection with an investment. In particular operating projects which have not been properly authorised or permitted may be subject to closure, seizure, enforced dismantling or other legal action. Failure in the construction of a plant or other renewable energy project for example, faulty components or insufficient structural quality, may not be evident at the time of acquisition or during any period during which a warranty claim may be brought against the contractor and may result in loss of value without full or any recourse to insurance or construction warranties. Investors' attention is also drawn to the risk factor under the heading "General counterparty credit risk and reliance on contractors" above.

In addition, operational renewable energy assets remain subject to on-going risks, some of which may not be fully insured or fully protected by contractor or manufacturer warranties, including but not limited to security risks, technology failure, manufacturer defects, electricity grid forced outages or disconnection, force majeure or acts of God. Whilst renewable energy technology has been utilised for many years manufacturers continue to develop and change technology and this may result in unforeseen technology failures or redundancy.

Any unforeseen loss of performance and/or efficiency in a PV panel, wind turbine or battery storage system, beyond the warranted degradation, on an acquired or developed asset would have a direct effect on the yields produced by that renewable energy project and, as a consequence, could have a material adverse effect on the Group's business, financial condition and results of operations. Furthermore, should recourse against the vendor of such an asset or supplier of such modules, turbines or battery cells be sought by the Company, this could also have a material adverse effect on the Group's business, financial condition and results of operations.

### **Risks relating to maintaining the connections of renewable energy assets to the electricity and distribution network**

Renewable energy assets must be and remain connected to the distribution or transmission grid to sell their energy output. Therefore, the Group is dependent on electricity transmission facilities owned by third parties to sell the electricity produced by its assets. Typically, the Group will not be the owner of, nor will it be able to control, the transmission or distribution facilities except those needed to interconnect its renewable energy assets to the electricity network.

Accordingly, a renewable energy asset must have in place the necessary connection agreements and comply with their terms in order to avoid potential disconnection or de-energisation of the relevant connection point.

In addition, in the event that the transmission or distribution facilities break down, the Company may be unable to sell its electricity and this could have a material adverse effect on the Group's business, financial status and results of operations. The circumstances in which compensation, if any, would be payable where this was due to the fault of the distribution or transmission company are limited and the amounts payable are unlikely to be sufficient to cover any losses of revenue. Thus, the Group would have to rely on business interruption insurance to compensate for its losses. Business interruption insurance is likely to have a minimum claim amount and not all losses sustained by the Group may be recovered.

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

As the focus on renewable energy policy has increased, there has been a notable increase in investment in renewable energy projects, inevitably leading to higher demand for grid capacity. This has led to concerns of “grid congestion”, where offers of capacity carry significant cost and delay associated with major grid reinforcement. A lack of access to the grid, delays to the availability of grid connections for projects under construction or increased connection charges as a result of the high demand for access could have a material adverse effect on the Group’s financial position, results of operations, business prospects and returns to investors.

### **Risks relating to constraint or curtailment**

A risk inherent to the connection to any electricity network is the limited recourse a generator has to the network operator if the renewable energy asset is constrained off the system. In certain specified circumstances, National Grid Electricity Transmission plc, as system operator, can require generators (or the electricity suppliers registered as being responsible for their metering systems, or distribution system operators) to curtail their output or de-energise altogether. Large projects which participate in the balancing mechanism would be compensated because the mechanism for curtailment would be to accept a bid/offer pair that has been submitted by the project. However, most smaller projects (including projects in which the Group may invest) do not participate in the balancing mechanism and therefore may not be compensated for such curtailment or, the circumstances in which compensation would be payable are limited and the amounts payable may not be sufficient to cover any actual losses of revenue.

Direct participation in the balancing mechanism entails a certain degree of risk for renewable projects because generation cannot be easily programmed, therefore limiting a project’s ability to adequately use the bid/offer balancing mechanism; therefore, the renewable energy assets that can participate in the balancing mechanism normally transfer the balancing functions and risks to the offtaker.

### **Natural events may reduce electricity production below expectations**

Events beyond the control of the Company, such as acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), war, insurrection, civil unrest, strikes, public disobedience, computer and other technological malfunctions, telecommunication failures, terrorism, crimes, nationalisation, national or international sanctions and embargoes, could materially adversely affect investment returns.

Natural disasters, severe weather or accidents could damage the Group’s assets, which could have a material adverse effect on the Group’s business, financial position, results of operations and business prospects. Earthquakes, lightning strikes, tornadoes, extreme winds, severe storms, wildfires and other unfavourable weather conditions or natural disasters may damage, or require the shutdown of, solar modules, wind turbines or battery storage systems or related equipment or facilities which will decrease electricity production levels and results of operations.

Adverse weather conditions, including hotter ambient temperatures and extreme weather (such as flooding, storms and/or high winds) could reduce the efficiency of renewable energy, thereby reducing the Group’s revenues which would have a material adverse effect on the Group’s business, financial position, results of the operations and business prospects.

### **Risks relating to the price of renewable energy asset equipment and components**

The price of equipment and components used by renewable energy assets can increase or decrease. This would generally be expected to lead to corresponding changes in the value of green benefits available to new renewable power generation projects, though may not always do so. The price of equipment and components can be influenced by a number of factors, including the price and availability of raw materials, demand for the relevant equipment and components and any import duties that may be imposed on them. These changes in the costs could have a material adverse effect on the Group’s ability to source projects that meet its investment criteria and consequently its business, financial position, results of operations and business prospects.

### **Risks relating to the operational life span of PV plants and wind turbines**

In the event that the solar PV panels, the wind turbines or other equipment of renewable energy technologies owned by the Company do not operate for the period of time assumed by the Investment Adviser, require significantly more maintenance expenditure than assumed, perform significantly worse than anticipated, or suffer material increases in the cost of decommissioning, this could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors

### **Risks relating to property and environmental matters**

A significant proportion or potentially all of the renewable energy assets acquired by the Group are and will be located on commercial and agricultural properties, to which entitlement will be secured through a lease agreement. Reliance upon a third party owned property gives rise to a range of risks including deterioration in the property during the investment life, damages or other lease related costs, counterparty and third party risks in relation to the lease agreement and property, termination of the lease following breach or due to other circumstances such as a mortgagee taking possession of the property. Whilst the Company seeks to minimise these risks through appropriate insurances, lease negotiation and site selection there can be no guarantee that any such circumstances will not arise and result in losses to the investment.

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

To the extent there are environmental liabilities arising in the future in relation to any sites owned or used by a renewable energy asset operating company (such as the Group) including, but not limited to, clean-up and remediation liabilities, such operating company may, subject to its contractual arrangements, be required to contribute financially towards any such liabilities, and the level of such contribution may not be restricted by the value of the sites or by of the value of the total investment in the relevant renewable energy asset.

### **Risks relating to harm to the natural environment**

Renewable energy assets may cause environmental hazards or nuisances to their local human populations, flora and fauna and nature generally. The construction of renewable energy assets, the existence of solar panels and turbine blades (and in the case of turbine blades, the noise from them) or related infrastructure may cause a nuisance to the local (human) population and may also cause harm to local bird or bat or fish populations or other fauna or sea life. The Company cannot guarantee that its renewable energy assets will not be considered a source of pollution (for example, PV panels or electrical insulation may contain hazardous materials, although they are sealed under normal operating conditions), nuisance (such as from noise, television interference or shadow flicker from turbine blades in certain circumstances) or other environmental harm or that claims will not be made against the Company by, amongst others, the local (human) population in connection with its renewable energy assets and their effects on the natural environment and/or human populations. Claims for nuisance can arise due to, amongst others, changes in the local population (sensitivity or location), operational changes (such as deterioration of components), or from aggregation of impacts with new projects constructed subsequently in the vicinity, and irrespective of compliance with limits contained in planning consents or other relevant permits. This could lead to increased cost from legal actions and/or the costs of compliance and/or abatement of the construction or generation activities for affected renewable energy assets. If any such risks materialise, profitability of the Company may be impaired leading to reduced returns for Shareholders.

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

The construction and maintenance of renewable energy assets may pose health and safety risks to those involved. The construction and maintenance of renewable energy assets may result in bodily injury or industrial accidents. If an accident were to occur in relation to one or more of the Group's assets, the Group could be liable for damages or compensation to the extent such loss is not



covered under existing insurance policies. Liability for health and safety could have a material adverse effect on the business, financial position, results of operations and business prospects of the Group.

### **Risks relating to insurance**

Renewable energy asset operators generally take out insurance to cover the costs of repairs and business interruption although not all risks are insured or insurable. For example, losses as a result of force majeure, natural disasters, terrorist attacks or sabotage, cyber-attacks or environmental contamination may not be available at all or on commercially reasonable terms or a dispute may develop over insured risks. It is not possible to guarantee that insurance policies will cover all possible losses resulting from outages, failure of equipment, repair and replacement of failed equipment, environmental liabilities or legal actions brought by third parties (including claims for personal injury or loss of life to personnel). The uninsured loss, or loss above limits of existing insurance policies, could have an adverse effect on the business, financial position, results of operations and business prospects of the Group.

In cases of frequent damage, insurance contracts might be amended or cancelled by the insurance company. If insurance premia levels increase, the Group may not be able to maintain insurance coverage comparable to that currently in effect or may only be able to do so at a significantly higher cost. An increase in insurance premium cost could have an adverse effect on the Group's business, financial position, result of operations and business prospects.

### **Risk of theft and other adverse actions against renewable energy assets**

Modules are the most valuable components of solar installations and due to their portability are particularly exposed to theft. The Group may incur significant damage to its operations due to theft of component parts within its renewable energy assets.

Renewable energy assets may also constitute a high risk target for terrorist acts, political actions or vandalism, in light of their strategic profile and nature. If the assets do become targeted by such terrorist or other political actions or vandalism, they may, for an indefinite period of time, be unable to generate further electricity and/or their value may be adversely affected, in turn, heightening any potential loss from third-party claims against the Group for such failures.

While the Group will seek to obtain insurance to cover theft of renewable energy asset components and also for terrorist acts, political actions and vandalism, such insurance, if obtained, may not prove adequate and this could have a material adverse effect on the Group's financial condition and results of operations.

## **F. RISKS RELATING TO THE SHARES**

### **Dividends**

Prospective investors should be aware that the periodic distributions made to Ordinary Shareholders will comprise amounts periodically received by the Company from its assets, including distributions of operating receipts of investment entities. Although it is envisaged that receipts from the Company's assets over the life of the Company will generally be sufficient to fund such periodic distributions, this is based on estimates and cannot be guaranteed.

The Company's target dividends for the Ordinary Shares are based on assumptions which the Board and the Investment Adviser consider reasonable. However, there is no assurance that all or any assumptions will be justified, and the dividends may be correspondingly reduced or not paid at all. In particular, there is no assurance that the Company will achieve its stated policy on returns and dividends or distributions (which for the avoidance of doubt are guidance only and are not commitments or profit forecasts).

The Company's target dividend and future distribution growth will be affected by the Company's underlying investment portfolio.

Any change or incorrect assumption in relation to the dividends or interest or other receipts receivable by the Company (including assumptions in relation to projected power prices, levels of energy yield from PV plants and wind turbines, availability and operating performance of equipment used in the operation of the renewable energy assets within the Company's portfolio), ability to make distributions to shareholders (especially where the Group has a minority interest in a



particular renewable energy asset) and tax treatment of distributions to shareholders) may reduce the level of distributions received by Shareholders. In addition any change in the accounting policies, practices or guidelines relevant to the Group and its investments may reduce or delay the distributions received by investors.

To the extent that there are impairments to the value of the Group's investments that are recognised in the Company's income statement, this may affect the profitability of the Company (or lead to losses) and affect the ability of the Company to pay dividends.

There can be no assurance that any dividends or distributions will be paid in respect of any financial year or period and no guarantee as to the level of any future dividends or distributions to be paid by the Company.

### **Liquidity**

Market liquidity in the shares of investment companies is frequently less than that of shares issued by larger commercial companies traded on the London Stock Exchange. There can be no guarantee that a liquid market in the Ordinary Shares will exist. Accordingly, Shareholders may be unable to realise their Ordinary Shares at the quoted market price (or at the prevailing Net Asset Value per Ordinary Share), or at all.

The London Stock Exchange has the right to suspend or limit trading in a company's securities. Any suspension or limitation on trading in the Ordinary Shares may affect the ability of Shareholders to realise their investment.

### **Discount**

The Ordinary Shares may trade at a discount to their Net Asset Value and Shareholders may be unable to realise their investments through the secondary market at Net Asset Value. The Ordinary Shares may trade at a discount to their Net Asset Value for a variety of reasons, including market conditions or to the extent investors undervalue the management activities of the Investment Adviser or discount its valuation methodology and judgments of value. While the Board may seek to mitigate any discount to Net Asset Value at which the Ordinary Shares may trade through discount management mechanisms summarised in Part II of this document, there can be no guarantee that they will do so or that such mechanisms will be successful and the Board accepts no responsibility for any failure of any such strategy to effect a reduction in any discount.

### **Issue Price of New Ordinary Shares under the Initial Issue and the Placing Programme**

The issue price of the New Ordinary Shares issued on a non-pre-emptive basis under the Initial Issue and under any Subsequent Placing under the Placing Programme will not be lower than the Net Asset Value per Ordinary Share at the time of their issue. The issue price of the New Ordinary Shares has been (in the case of the Initial Issue), and will be (in the case of any Subsequent Placing) calculated by reference to the latest published unaudited Net Asset Value per Ordinary Share (cum income). Such Net Asset Value per Ordinary Share is determined on the basis of the information available to the Company at the time and may be subject to subsequent revisions. Accordingly, there is a risk that, had such issue price been calculated by reference to information that emerged after the calculation date, it could have been greater or lesser than the issue price actually paid by the investors.

### **The Company will in the future issue new equity, which may dilute Shareholders' equity**

It is proposed that New Ordinary Shares issued pursuant to any Subsequent Placing under the Placing Programme will be allocated as nearly as reasonably possible, so that demand from existing Shareholders who are eligible to participate in such Subsequent Placing is given priority over other investors, and, where applicable, with a view to ensuring that existing Shareholders are allocated such percentage of New Ordinary Shares as is as close as possible to their existing percentage holding of Ordinary Shares. However, for the avoidance of doubt, any Subsequent Placing will not be conducted on a formal statutory pre-emptive basis and accordingly there can be no guarantee that existing Shareholders wishing to participate in such an issue will receive all or some of the New Ordinary Shares for which they have demand and the issue of New Ordinary Shares will be dilutive to the percentage holding of those Shareholders to the extent that they do not participate in the relevant issue in proportion to their existing holding.

### **Forced transfer provisions**

The New Ordinary Shares offered by this document have not been and will not be registered under the U.S. Securities Act, or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, in or into the United States or to or for the account or benefit of any U.S. Person (within the meaning of Regulation S under the U.S. Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States.

If any shares in the Company are owned directly, indirectly or beneficially by a person believed by the Board to be a Non-Qualified Holder, the Board may give notice to such person requiring him either (i) to provide the Board within 30 days of receipt of such notice with sufficient satisfactory documentary evidence to satisfy the Board that such person is not a Non-Qualified Holder or (ii) to sell or transfer his shares to a person who is not a Non-Qualified Holder within 30 days and within such 30 days to provide the Board with satisfactory evidence of such sale or transfer and pending such sale or transfer, the Board may suspend the exercise of any voting or consent rights and rights to receive notice of or attend any meeting of the Company and any rights to receive dividends or other distributions with respect to such shares. Where condition (i) or (ii) is not satisfied within 30 days after the serving of the notice, the person will be deemed, upon the expiration of such 30 days, to have forfeited his shares. If the Board in its absolute discretion so determines, the Company may dispose of the shares at the best price reasonably obtainable and pay the net proceeds of such disposal to the former holder.

For these purposes, a Non-Qualified Holder means any person: (i) whose ownership of Shares may cause the Company's assets to be deemed "plan assets" for the purposes of ERISA or the Internal Revenue Code; (ii) whose ownership of Shares may cause the Company to be required to register as an "investment company" under the U.S. Investment Company Act (including because the holder of the shares is not a "qualified purchaser" as defined in the U.S. Investment Company Act); (iii) whose ownership of Shares may cause the Company to register under the U.S. Exchange Act, the U.S. Securities Act or any similar legislation; (iv) whose ownership of Shares may cause the Company not being considered a "foreign private issuer" as such term is defined in rule 3b-4(c) under the U.S. Exchange Act; (v) whose ownership may result in a person holding Shares in violation of the transfer restrictions put forth in any prospectus published by the Company from time to time; (vi) whose ownership of Shares may cause the Company to be a "controlled foreign corporation" for the purposes of the Internal Revenue Code, or may cause the Company to suffer any pecuniary or tax disadvantage (including any excise tax, penalties or liabilities under ERISA or the Internal Revenue Code); or (vii) who is a Defaulting Shareholder (as defined in the Articles) in accordance with the Articles.

### **Compensation risk**

As the subscription of New Ordinary Shares and the performance of the New Ordinary Shares will not be covered by the Financial Services Compensation Scheme or by any other compensation scheme, if the value of the Company's shares falls, the loss suffered by the investor (which may be the whole of the investment) will not be recoverable under any compensation scheme.

### **G. TAXATION**

Representations in this document concerning the taxation of Shareholders and the Company are based on law and practice as at the date of this document. These are, in principle, subject to change, possibly with retrospective effect, and prospective investors should be aware that such changes may affect the Company's ability to generate returns for Shareholders and/or the taxation of such returns to Shareholders. If you are in any doubt as to your tax position you should consult an appropriate independent professional adviser. Any change in the Company's tax status, or in taxation legislation or the taxation regime (including in relation to taxation rates and allowances) or in the interpretation or application of taxation legislation applicable to the Company and to Shareholders or the companies comprised in the Portfolio, could affect the value of the investments held by the Company, the Company's ability to achieve its stated objective, the Company's ability to provide returns to Shareholders and/or alter the post-tax returns to Shareholders.

### **Change in accounting standards, tax law and practice**

The anticipated taxation treatment of the structure of the Group and its underlying investments is based on prevailing taxation law and practice and accounting practice and standards. Any change in the tax status of any member of the Group or any of its underlying investments or in tax legislation or practice (including in relation to taxation rates and allowances) or in accounting standards could adversely affect the investment return of the Group.

### **Offshore funds**

Part 8 of the Taxation (International and Other Provisions) Act 2010 contains provision for the UK taxation of investors in offshore funds. Whilst the Company does not expect to be treated as an offshore fund it does not make any commitment to investors that it will not be treated as one. If the Company were to be classified as an offshore fund, UK resident Shareholders may be liable to income tax, or corporation tax on income, in respect of any gain arising on the disposal or redemption of the Shares. Investors should note the statements made in this document in respect of discount management and should not expect to realise their investment at a value calculated by reference to the net asset value of the Company's portfolio or any other index.

### **Tax residence**

The Directors intend that the Company's central management and control will continue to be located in Guernsey and the investment objective and expected returns included in this document are based on the Company not being treated as resident outside Guernsey for tax purposes. A non-UK incorporated Company will generally be regarded as tax resident in the UK if its central management and control is exercised in the UK. However, section 363A Taxation (International and Other Provisions) Act 2010 provides an override to the general law so that a company that would otherwise be tax resident in the UK will not be so resident for the purposes of income tax, corporation tax and capital gains tax if it is an AIF (within the meaning of the Alternative Investment Fund Managers Regulations 2013 (SI 2013/1773)) that meets certain conditions. The Company is expected to be considered an AIF that falls within this override. However, if the Company were to be tax resident in another territory, the Company may be subject to additional taxes which could adversely impact the returns available for distribution to the investors in the Company.

### **Risks relating to interest deductibility**

Overall, the tax cost to the Group is managed to an extent by relying on tax deductions for interest. There are a number of legislative provisions that could restrict the availability of such tax deductions which exist in the UK legislation. These include legislation governing the corporate interest restriction, unallowable purpose, transfer pricing and thin capitalisation. Any restriction to the tax deductibility of interest for companies within the Group could result in increased tax liabilities for the Group.

### **Risks relating to other BEPS and European Commission proposals**

Changes to tax laws based on recommendations made by the OECD in relation to Base Erosion and Profit Shifting (**BEPS**) or as a result of the European Commission's Anti-Tax Avoidance Directive, as amended by the Anti-Tax Avoidance Directive II or other proposals may result in additional reporting, disclosure (such as pursuant to DAC6) and/or additional tax being suffered by the Group. This may adversely affect the value of investments held by the Group, the extent of tax levied on Group revenues and thus the Company's ability to pay dividends, the Net Asset Value and the market price of its Shares.

### **FATCA and the Common Reporting Standard**

The governments of the United States and Guernsey have entered into an intergovernmental agreement (the **US-Guernsey IGA**) related to implementing FATCA which is implemented through Guernsey's domestic legislation. FATCA imposes certain information reporting requirements on a foreign financial institution (**FFI**) or other non-US entity and, in certain cases, US federal withholding tax on certain US source payments and gross proceeds from a sale of assets generating US source payments. The Company is likely to be considered a FFI, and will therefore have to comply with certain registration and reporting requirements in order not to be subject to US withholding tax under FATCA. In addition, the Company may be required to withhold US tax at the rate of 30 per

cent. on certain payments of US source income (including dividends and income), and, (from no earlier than two years after the date of publication of certain final regulations defining “foreign passthru payments”) a portion of non-US source payments from certain non-US financial institutions to the extent attributable to US source payments, if it does not comply with certain registration, due diligence and reporting obligations under FATCA.

Guernsey has also implemented the Common Reporting Standard or “CRS” regime with effect from 1 January 2016. Accordingly, reporting in respect of periods commencing on or after 1 January 2016 is required in accordance with the CRS (as implemented in Guernsey).

Under the CRS and legislation enacted in Guernsey to implement the CRS, certain disclosure requirements are imposed in respect of certain investors who are, or are entities that are controlled by one or more natural persons who are, residents of any of the jurisdictions that have also adopted the CRS, unless a relevant exemption applies. Certain due diligence obligations will also be imposed. Where applicable, information to be disclosed will include certain information about investors, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Company. The CRS has been implemented through Guernsey’s domestic legislation in accordance with guidance issued by the OECD as supplemented by guidance notes in Guernsey. Under the CRS, disclosure of information will be made to the Director of the Revenue Service in Guernsey for transmission to the tax authorities in other participating jurisdictions.

The requirements under FATCA, the CRS and similar regimes and any related legislation, intergovernmental agreements and/or regulations may impose additional burdens and costs on the Company or Shareholders. There is no guarantee that the Company will be able to satisfy such obligations and any failure to comply may materially adversely affect the Company’s business, financial condition, results of operations, Net Asset Value and/or the market price of the Shares, and the Company’s ability to deliver total Shareholder return, or pay dividends, to Shareholders. In addition, there can be no guarantee that any payments in respect of the Shares will not be subject to withholding tax under FATCA. To the extent that such withholding tax applies, the Company is not required to pay any additional amounts.

In subscribing for or acquiring Shares, each Shareholder is agreeing, upon the request of the Company or its delegate, to provide such information as is necessary to comply with FATCA, the CRS and other similar regimes and any related legislation and/or regulations. In particular, prospective investors should be aware that certain forced transfer provisions contained in the Articles may apply in the case that the Company suffers any pecuniary disadvantage as a result of the Company’s failure to comply with FATCA as a result of a Non-Qualified Holder failing to provide information as requested by the Company in accordance with the Articles.

Investors should consult with their respective tax advisers regarding the possible implications of FATCA, the Common Reporting Standard and similar regimes concerning the automatic exchange of information and any related legislation, intergovernmental agreements and/or regulations.

## **H. OTHER POLITICAL AND REGULATORY RISKS**

### **Brexit**

The United Kingdom left the European Union on 31 January 2020 and the subsequent transition period ended on 31 December 2020. Although the United Kingdom and the European Union agreed a trading arrangement which took effect from 1 January 2021, there remains uncertainty with respect to the United Kingdom’s trading relationship with the European Union and the political, economic, legal and social impact of such relationship going forward.

As the UK and the EU become accustomed to the new arrangements, there may be significant volatility and disruption in: (i) the global financial markets generally, which could result in a reduction of the availability of capital and debt; and/or (ii) the currency markets as the value of Sterling fluctuates against other currencies. Such events may, in turn, contribute to worsening economic conditions in both the United Kingdom and Europe and result in an increase in costs relating to the movement of parts and/or people which may also result in the delay of construction projects.

The nature of the United Kingdom’s future relationship with the European Union may also impact and potentially require changes to the Company’s regulatory position. With effect from 1 January 2021, historic EU legislation has largely been implemented into UK law, but it remains unclear as to how UK law will develop over time, including whether the UK will be required to adopt new EU



legislation in the future for the purposes of proving equivalence and how UK law will diverge, if at all, from historic EU legislation. Accordingly, the impact on the Group of the United Kingdom's future relationship with the European Union and any resulting changes to the UK's legislative and regulatory framework is unclear.

Consequently, there will be a period of prolonged uncertainty regarding aspects of the UK economy including the possibility of a period of recession, together with other risks which could materially and adversely affect the legal, operational, regulatory and tax regime(s) to which the Group is currently subject. The effect of these risks could also be to increase compliance and operating costs whilst restricting the movement of its capital and the mobility of its personnel.

Any of these effects of Brexit (and others that the Directors cannot anticipate at this stage given the political and economic uncertainty following the UK's departure from the European Union) could adversely affect the Company's business, financial condition and cash flows. They could also negatively impact the value of the Company and make accurate valuations of the Shares and investments more difficult.

The guarantees of origin (**REGOs**) in respect of renewable electricity generated in the UK, were recognised within the EU prior to Brexit. Whilst the UK government has confirmed that REGOs issued in EU countries will continue to be recognised in the UK, REGOs issued in the UK are not recognised in the EU. This means that the market value of REGOs generated within the UK may be diminished. The UK government is considering whether REGOs generated within the EU will continue to be recognised within the UK.

As noted in the UK government's Energy White Paper, the UK government's intention is to establish a new net zero carbon cap and trade Emissions Trading Scheme (**ETS**). This will replace the UK's current ETS, which replaced the UK's participation in the EU ETS on 1 January 2021. However, there remains uncertainty as to the operation of the UK ETS and therefore a risk of uncertainty in the power price market.

### **Risks relating to potential independence of Scotland**

In May 2021 Scotland elected a government led by the Scottish National Party (**SNP**) which has stated that it intends to hold a second independence referendum before the end of 2023. Should this referendum take place and deliver a majority supporting Scotland's withdrawal from the United Kingdom, this could have a material impact on the value of the Group's investments in Scotland. The nature and extent of this is at present difficult to assess. The SNP has to date been clear about its desire to de-carbonise the economy, while showing no wish to replace its aging nuclear power stations, so has been very supportive of renewable energy initiatives such as solar and wind. On the other hand, a significant part of the underlying value of the Current Portfolio is linked to long term subsidies underwritten by the UK government and if a future Scottish government were to repudiate or renegotiate these obligations in connection with assets located in Scotland, this could have an adverse effect on the Group's financial position. As at the date of this document, under 1 per cent. of the Current Portfolio by capacity is located in Scotland, however it is possible that the Group's investments in Scotland will grow, especially if wind generation assets are acquired in the future.

### **Disclosure Regulation**

Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector (the **Disclosure Regulation**) entered into force on 29 December 2019. The majority of its provisions apply from 10 March 2021. The Disclosure Regulation applies to "financial market participants", including AIFMs, and requires them to make detailed disclosures linked to financial products that have sustainable investment as their objective. On the basis of current interpretation of the scope of the Disclosure Regulation, as a full-scope self-managed AIF marketing to EEA investors under national private placement regimes, the Disclosure Regulation is expected to apply to the Company in respect of those investors. The European Supervisory Authorities are finalising technical standards, which will contain additional detail regarding the content of these disclosures. The Disclosure Regulation was not retained under UK domestic law, as the date of application falls after the Brexit transition period. HM Treasury and the FCA have not proposed to implement the Disclosure Regulation, although it is understood that their intention is to introduce similar sustainability disclosure standards in due course. Whilst the Company is supportive of the policy

aims of the Disclosure Regulation, and intends to procure that it is complied with, compliance with its terms may create significant additional compliance costs for the Company.

**If prospective investors are in any doubt as to the consequences of their acquiring, holding or disposing of New Ordinary Shares, they should consult their stockbroker, bank manager, solicitor, accountant or other independent financial adviser.**



## IMPORTANT INFORMATION

This document should be read in its entirety before making any application for New Ordinary Shares. In assessing an investment in the Company, investors should rely only on the information in the Prospectus and any supplementary prospectus published by the Company prior to Admission of the relevant New Ordinary Shares. No person has been authorised to give any information or make any representations other than those contained in this document and any such supplementary prospectus and, if given or made, such information or representations must not be relied on as having been authorised by the Company, the Board, the Investment Adviser or Numis and any of their respective affiliates, directors, officers, employees or agents or any other person.

Without prejudice to any obligation of the Company to publish a supplementary prospectus pursuant to Article 23 of the UK Prospectus Regulation (as amended), neither the delivery of this document nor any subscription or purchase of New Ordinary Shares made pursuant to the Prospectus shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since, or that the information contained herein is correct at any time subsequent to, the date of this document.

The Company and its Directors have taken all reasonable care to ensure that the facts stated in the Prospectus are true and accurate in all material respects, and that there are no other facts, the omission of which would make misleading any statement in the Prospectus whether of facts or of opinion. All the Directors accept responsibility accordingly.

Apart from the liabilities and responsibilities (if any) which may be imposed on Numis by FSMA or the regulatory regime established thereunder, Numis makes no representation or warranty, express or implied, nor accepts any responsibility whatsoever for the contents of this document, including its accuracy, completeness or verification or for any other statement made or purported to be made by it or on its behalf in connection with the Company, the Investment Adviser, the New Ordinary Shares, the Initial Issue, the Placing Programme or any other matter referred to in this document. Numis (and its affiliates, directors, officers or employees) accordingly disclaims all and any liability (save for any statutory liability) whether arising in tort or contract or otherwise which it might otherwise have in respect of this document or any such statement.

Numis and its affiliates may have engaged in transactions with, and provided various investment banking, financial advisory and other services to, the Company and/or the Investment Adviser for which they would have received fees. Numis and its affiliates may provide such services to the Company, the Investment Adviser or any of their respective affiliates in the future.

In connection with the Initial Issue and the Placing Programme, Numis and any of its affiliates acting as an investor for its or their own account(s), may subscribe for the New Ordinary Shares and, in that capacity, may retain, purchase, sell, offer to sell or otherwise deal for its or their own account(s) in such securities of the Company, any other securities of the Company or other related investments in connection with the Initial Issue and/or the Placing Programme or otherwise. Accordingly, references in this document to the New Ordinary Shares being issued, offered, subscribed or otherwise dealt with, should be read as including any issue or offer to, or subscription or dealing by, Numis and any of its affiliates acting as an investor for its or their own account(s). Numis 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.

### Regulatory information

This document does not constitute an offer to sell, or the solicitation of an offer to subscribe for or buy New Ordinary Shares in any jurisdiction in which such offer or solicitation is unlawful. The issue or circulation of this document may be prohibited in some countries.

Subject to certain limited exceptions, the New Ordinary Shares offered by this document may not be offered or sold directly or indirectly in or into the United States, or to or for the account or benefit of a U.S. Person (within the meaning of the U.S. Securities Act).

The Company has given written notification to the FCA that it intends to market the New Ordinary Shares in the United Kingdom in accordance with Regulation 59(1) of the Alternative Investment Fund Managers Regulations 2013 (SI 2013/1773) (as amended). The Company has not applied to offer the New Ordinary Shares to investors under the national private placement regime of any EEA State, save for the Republic of Ireland, the Netherlands and Luxembourg.

Prospective investors should consider carefully (to the extent relevant to them) the notices to residents of various countries set out on pages 133 to 137 of this document.

### ***Bailiwick of Guernsey***

The Company is a registered closed-ended investment scheme registered pursuant to The Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended, and the Registered Collective Investment Scheme Rules 2018 (the **Rules**) issued by the Guernsey Financial Services Commission (the **Commission**). With effect from 15 April 2019, the Company has been designated as a Guernsey Green Fund under Route 1 of The Guernsey Green Fund Rules, 2018 (the **Green Fund Rules**). The Commission, in granting registration, has not reviewed the Prospectus but has relied upon specific declarations within an independent assurance report provided by KPMG Channel Islands Limited, as a suitable third party certifier, in accordance with International Standard on Assurance Engagements (**ISAE**) 3000.

Neither the Commission nor the States of Guernsey take any responsibility for the financial soundness of the Company or for the correctness of any of the statements made or opinions expressed with regard to it.

If potential investors are in any doubt about the contents of the Prospectus, they should consult their accountant, legal or professional adviser, or financial adviser.

The Company qualifies as a Guernsey Green Fund on the basis that the Company has been established with the objective of seeking a return for investors whilst mitigating environmental damage in accordance with certain green criteria as set out in Schedule 2 of the Green Fund Rules, namely that it will invest in renewable energy, including solar power. The Company will meet the above objective as a Guernsey Green Fund by investing in accordance with its investment objectives.

The Company is a Route 1 Guernsey Green Fund, meaning a suitable third party certifier provided an assurance report to the Commission in relation to the application for Green Fund status. The designated administrator is satisfied that this document meets the notified green criteria under the Green Fund Rules (as set out in the preceding paragraph).

The Investment Adviser applies environmental, social and governance principles in its investments analysis and decision making processes.

### **Notice to prospective investors in the United Kingdom**

Offers of New Ordinary Shares to the public may be made at any time with the prior consent of Numis, under the following exemptions under the UK Prospectus Regulation:

- (a) to any legal entity which is a qualified investor as defined in Article 2(e) of the UK Prospectus Regulation (as amended);
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the UK Prospectus Regulation (as amended)) in the United Kingdom; or
- (c) in any other circumstances falling within Article 1(4) of the UK Prospectus Regulation (as amended) with the prior consent of Numis,

provided that no such offer of New Ordinary Shares shall result in a requirement for the publication of a prospectus pursuant to Article 3(l) of the UK Prospectus Regulation (as amended).

For the purposes of this provision, the expression an “offer to the public” in relation to any offer of New Ordinary Shares in the United Kingdom means a communication in any form and by any means presenting sufficient information on the terms of the offer and any New Ordinary Shares to be offered so as to enable an investor to decide to purchase or subscribe for New Ordinary Shares.

### **Information for Distributors**

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended (**Directive 2014/65/EU**); (b) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing Directive 2014/65/EU; (c) local implementing measures; and/or (d) (where applicable to UK investors or UK firms) the

relevant provisions of the UK MiFID Laws (including the FCA's Product Intervention and Governance Sourcebook (**PROD**)) (together the **MiFID II Product Governance Requirements**), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the New Ordinary Shares have been subject to a product approval process, which has determined that such New Ordinary Shares are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in PROD; and (ii) eligible for distribution through all distribution channels as are permitted by PROD for each type of investors (the **Target Market Assessment**).

Notwithstanding the Target Market Assessment, distributors should note that: the price of the New Ordinary Shares may decline and investors could lose all or part of their investment; the New Ordinary Shares offer no guaranteed income and no capital protection; and an investment in the New Ordinary Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Initial Issue and the Placing Programme. Furthermore, it is noted that, notwithstanding the Target Market Assessment, Numis will only procure investors through the Initial Placing or any Subsequent Placing who meet the criteria of professional clients and eligible counterparties.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of the UK MiFID Laws and/or EU MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the New Ordinary Shares.

Each distributor is responsible for undertaking its own target market assessment in respect of the New Ordinary Shares and determining appropriate distribution channels.

### **Key Information Document**

In accordance with the UK PRIIPs Laws, the Company is required to prepare a key information document (**KID**) in respect of each class of share. These KIDs must be made available to retail investors prior to them making any investment decision and are available on the Company's website at <http://www.bluefieldsif.com>. If you are distributing the New Ordinary Shares it is your responsibility to ensure the KIDs are provided to any clients that are "retail" clients.

The Company acknowledges that Numis is not a manufacturer for the purposes of the UK PRIIPs Laws. Numis makes no representations, express or implied, or accepts any responsibility whatsoever for the contents of the KIDs prepared by the Company nor accepts any responsibility to update the contents of the KIDs prepared by the Company in accordance with the UK PRIIPs Laws. Numis accordingly disclaim all and any liability whether arising in tort or contract or otherwise which it or they might have in respect of the KIDs prepared by the Company.

The KIDs do not form part of this document and investors should note that the procedures for calculating the risks, costs and potential returns in the KIDs are prescribed by law. The figures in the KIDs may not reflect the expected returns for the Company and anticipated performance returns cannot be guaranteed. It is a term of the Open Offer and the Offer for Subscription that investors acknowledge that they have had an opportunity to consider the KID relating to the New Ordinary Shares.

### **Investment considerations**

An investment in the Company is suitable only for investors who are capable of evaluating the risks and merits of such investment, who understand the potential risk of capital loss and that there may be limited liquidity in the underlying investments of the Company, for whom an investment in the New Ordinary Shares constitutes part of a diversified investment portfolio, who fully understand and are willing to assume the risks involved in investing in the Company and who have sufficient resources to bear any loss (which may be equal to the whole amount invested) which might result from such investment.

Typical investors in the Company are expected to be retail and professional investors which meet the criteria set out in the Target Market Assessment. Investors may wish to consult their

stockbroker, bank manager, solicitor, accountant or other independent financial adviser before making an investment in the Company.

The New Ordinary Shares are designed to be held over the long-term and may not be suitable as short-term investments. There is no guarantee that any appreciation in the value of the Company's investments will occur. The value of investments and the income derived therefrom may fall as well as rise and investors may not recoup the original amount invested in the Company.

Any investment objectives of the Company are targets only and should not be treated as assurances or guarantees of performance.

A prospective investor should be aware that the value of an investment in the Company is subject to normal market fluctuations and other risks inherent in investing in securities.

The contents of this document or any other communications from the Company, the Investment Adviser, Numis and any of their respective affiliates, directors, officers, employees or agents are not to be construed as advice relating to legal, financial, taxation, investment or any other matters. Prospective investors should inform themselves as to:

- the legal requirements within their own jurisdictions for the purchase, holding, transfer or other disposal of New Ordinary Shares;
- any foreign exchange restrictions applicable to the purchase, holding, transfer or other disposal of New Ordinary Shares which they might encounter; and
- the income and other tax consequences which may apply in their own jurisdictions as a result of the purchase, holding, transfer or other disposal of the New Ordinary Shares.

Prospective investors must rely upon their own representatives, including their own legal advisers and accountants, as to legal, tax, investment or any other related matters concerning the Company and an investment therein.

All Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of the provisions of the Articles of Incorporation, which investors should review. A summary of the Articles of Incorporation can be found in paragraph 5 of Part XI of this document and a copy of the Articles of Incorporation is available on the Company's website [www.bluefieldsif.com](http://www.bluefieldsif.com).

### **Forward-looking statements**

This document includes statements that are, or may be deemed to be, "forward-looking statements".

These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believes", "estimates", "anticipates", "forecasts", "projects", "expects", "intends", "may", "will" or "should" or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include all matters that are not historical facts.

All forward-looking statements address matters that involve risks and uncertainties and are not guarantees of future performance. Accordingly, there are or will be important factors that could cause the Company's actual results of operations, performance or achievement or industry results to differ materially from those indicated in these statements. These factors include, but are not limited to, those described in the section entitled "Risk Factors" of this document, which should be read in conjunction with the other cautionary statements that are included in this document.

Any forward-looking statements in this document reflect the Company's current views with respect to future events and are subject to these and other risks, uncertainties and assumptions relating to the Company's operations, results of operations, growth strategy and liquidity.

Given these uncertainties, prospective investors are cautioned not to place any undue reliance on such forward-looking statements.

These forward-looking statements apply only as of the date of this document. Although the Company undertakes no obligation to revise or update any forward-looking statements contained herein (save where required by the Prospectus Regulation Rules, the Listing Rules, the EU AIFM Directive, the UK AIFMD Laws, UK MAR, EU MAR or the Disclosure Guidance and Transparency Rules or other applicable law and regulation), whether as a result of new information, future events, conditions or circumstances, any change in the Company's expectations with regard thereto or otherwise, Shareholders are advised to read any communications made directly to them by the

Company, including the publication of a supplementary prospectus and/or any additional disclosures in announcements that the Company may make via an RIS announcement.

Nothing in the preceding five paragraphs should be taken as limiting the working capital statement contained in paragraph (f) of Part IX of this document.

### **Data Protection**

Each investor acknowledges that he or she (as the case may be) has been informed that, pursuant to applicable data protection legislation (including the UK GDPR, the EU GDPR and the DP Law) and regulatory requirements in Guernsey, the United Kingdom and/or the EEA, as appropriate (**DP Legislation**), the Company, the Administrator, the Receiving Agent and/or the Registrar hold their personal data. Personal data will be retained on record for a period exceeding six years after which it is no longer used (subject always to any limitations on retention periods set out in the DP Legislation). The Receiving Agent, the Registrar and the Administrator will process such personal data at all times in compliance with DP Legislation and shall only process such information for the purposes set out in the Company's privacy notice (the **Purposes**) which is available for consultation on the Company's website: <https://bluefieldsif.com/privacy-notice/> (the **Privacy Notice**).

Where necessary to fulfil the Purposes, the Company will disclose personal data to:

- (a) third parties located either within, or outside of the EEA, for the Receiving Agent, the Registrar and the Administrator to perform their respective functions, or when it is within its legitimate interests, and in particular in connection with the holding of Shares; or
- (b) its Affiliates, the Receiving Agent, the Registrar, the Administrator, the Investment Adviser and their respective associates, some of which are located outside of the EEA.

Any sharing of personal data between parties will be carried out in compliance with DP Legislation and as set out in the Company's Privacy Notice.

In providing the Receiving Agent and the Registrar with personal data, each investor hereby represents and warrants to the Company, the Receiving Agent, the Registrar and the Administrator that: (1) he or she (as the case may be) complies in all material aspects with its data controller obligations under DP Legislation, and in particular, it has notified any data subject of the Purposes for which personal data will be used and by which parties it will be used and it has provided a copy of the Company's Privacy Notice to such relevant data subjects; and (2) where consent is legally competent and/or required under DP Legislation, the investor has obtained the consent of any data subject to the Company, the Administrator, the Receiving Agent and the Registrar and their respective Affiliates and group companies, holding and using their personal data for the Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Purposes).

Each investor acknowledges that by submitting personal data to the Receiving Agent and/or the Registrar (acting for and on behalf of the Company) where the investor is a natural person he or she (as the case may be) represents and warrants that (as applicable) he or she has read and understood the terms of the Company's Privacy Notice.

Each Investor acknowledges that by submitting personal data to the Receiving Agent and/or the Registrar (acting for and on behalf of the Company) where the investor is not a natural person it represents and warrants:

- (a) it has brought the Company's Privacy Notice to the attention of any underlying data subjects on whose behalf or account the investor may act or whose personal data will be disclosed to the Company, the Administrator, the Registrar and the Receiving Agent as a result of the investor agreeing to subscribe for New Ordinary Shares under the Initial Issue and/or the Placing Programme; and
- (b) the investor has complied in all other respects with all applicable DP Legislation in respect of disclosure and provision of personal data to the Company.

Where the investor acts for or on account of an underlying data subject or otherwise discloses the personal data of an underlying data subject, the relevant investor shall, in respect of the personal data the relevant investor processes in relation to, or arising in relation to, the Initial Issue or any Subsequent Placing under the Placing Programme:



- (a) comply with all applicable DP Legislation;
- (b) take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to the personal data;
- (c) if required, agree with the Company, the Administrator, the Receiving Agent and the Registrar (as applicable), the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and
- (d) immediately on demand, fully indemnify the Company, the Administrator, the Receiving Agent and the Registrar (as applicable) and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company, the Administrator, the Receiving Agent, the Registrar and/or the Investment Adviser in connection with any failure by the investor to comply with the provisions set out above.

### **No incorporation of website**

The contents of the Company's website at [www.bluefieldsif.com](http://www.bluefieldsif.com) do not form part of this document.

Investors should base their decision to invest on the contents of this document and any supplementary prospectus which may be published by the Company prior to Admission of the relevant New Ordinary Shares alone and should consult their professional advisers prior to making an application to subscribe for New Ordinary Shares to be issued under the Initial Issue or the Placing Programme.

### **Presentation of information**

#### ***Presentation of market, economic and industry data***

Market, economic and industry data used throughout this document is derived from various industry and other independent sources. The Company confirms that such data has been accurately reproduced and, so far as it is aware and is able to ascertain from information published from such sources, no facts have been omitted which would render the reproduced information inaccurate or misleading.

#### ***Presentation of financial information***

The Company prepares its financial information under IFRS. The financial information contained or incorporated by reference in this document, including that financial information presented in a number of tables in this document, has been rounded to the nearest whole number or the nearest decimal place. Therefore, the actual arithmetic total of the numbers in a column or row in a certain table may not conform exactly to the total figure given for that column or row. In addition, certain percentages presented in the tables in this document reflect calculations based upon the underlying information prior to rounding, and, accordingly, may not conform exactly to the percentages that would be derived if the relevant calculations were based upon the rounded numbers.

#### ***Currency presentation***

Unless otherwise indicated, all references in this document to "GBP", "sterling", "pounds sterling", "£", "pence" or "p" are to the lawful currency of the UK.

### **Latest Practicable Date**

Unless otherwise indicated, the latest practicable date for the inclusion of information in this document is at the close of business on 25 June 2021.

### **Definitions**

A list of defined terms used in this document is set out on pages 139 to 147 of this document.

**Governing law**

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

**Tap Issue**

The Prospectus relates not only to the issue of the New Ordinary Shares but also sets out information relating to the Tap Issue.

The Company has received gross proceeds of £45.26 million from the Tap Issue since 16 November 2020, comprising the issue of 36.5 million Ordinary Shares, and the expenses of the Tap Issue amounted to approximately £630,000. The net proceeds (being approximately £44.63 million) were used to repay the amount drawn under the Revolving Credit Facility.

## EXPECTED TIMETABLE

### **Initial Issue**

	2021
Record Date for entitlement under the Open Offer	close of business on 25 June
Announcement of Initial Issue and Placing Programme	28 June
Publication of the Prospectus	29 June
Posting of the Prospectus, Form of Proxy and Open Offer Application Forms	29 June
Initial Placing, Open Offer and Offer for Subscription opens	29 June
Ex-entitlement date for the Open Offer	8.00 a.m. on 30 June
Open Offer Entitlements and Excess CREST Open Offer Entitlements credited to stock accounts of Qualifying CREST Shareholders in CREST	1 July
Recommended latest time for requesting withdrawal of Open Offer Entitlements and Excess CREST Open Offer Entitlements from CREST	4.30 p.m. on 9 July
Latest time for depositing Open Offer Entitlements and Excess CREST Open Offer Entitlements into CREST	3.00 p.m. on 12 July
Latest time and date for splitting of Open Offer Application Forms (to satisfy <i>bona fide</i> market claims only)	3.00 p.m. on 13 July
Latest time and date for receipt of Forms of Proxy	9.00 a.m. on 13 July
Latest time and date for receipt of completed Application Forms and payment in full under the Offer for Subscription	11.00 a.m. on 15 July
Latest time and date for receipt of completed Application Forms and payment in full under the Open Offer (including the Excess Application Facility) or settlement of relevant CREST instruction	11.00 a.m. on 15 July
Extraordinary General Meeting	9.00 a.m. on 15 July
Latest time and date for receipt of commitments under the Initial Placing	3 p.m. on 20 July
Results of the Initial Placing, Open Offer and Offer for Subscription announced	21 July
Initial Admission and commencement of dealings in New Ordinary Shares issued pursuant to the Initial Placing, Open Offer and Offer for Subscription	8.00 a.m. on 23 July
CREST members' accounts credited in respect of New Ordinary Shares issued in uncertificated form pursuant to the Initial Placing, Open Offer and the Offer for Subscription	as soon as practicable on 23 July
Placing Programme opens	23 July
Despatch of definitive share certificates for New Ordinary Shares in certificated form issued pursuant to the Initial Placing, Open Offer and the Offer for Subscription	week commencing 26 July
Admission and crediting of CREST accounts in respect of Subsequent Placings	8.00 a.m. on the Business Day on which the relevant New Ordinary Shares are allotted
Placing Programme closes by	28 June 2022

#### **Notes:**

- All references are to London time unless otherwise indicated
- The times and dates set out in the expected timetable and mentioned throughout this document may, in certain circumstances, be adjusted by the Company (with the prior approval of Numis). In the event that such dates and/or times are changed, the Company will notify investors who have applied for New Ordinary Shares of changes to the timetable either by post, by electronic mail or by the publication of a notice through a Regulatory Information Service provider to the London Stock Exchange

## ISSUE STATISTICS

Prospective investors should note that the following statistics are for illustrative purposes only and the assumptions on which they are based may or may not be fulfilled in practice and actual outcomes can be expected to differ from these illustrations.

### Initial Issue

Number of New Ordinary Shares available under the Initial Issue*	up to 84.7 million
Initial Issue Price per New Ordinary Share	118 pence
Estimated Net Proceeds of the Initial Issue**	£96 million
Maximum number of New Ordinary Shares available under the Placing Programme***	500 million

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\* The Directors have reserved the right, in consultation with Numis and the Investment Adviser, to increase the size of the Initial Issue in the event that overall demand for the New Ordinary Shares exceeds the target size but the maximum amount raised under the Initial Issue will not exceed £150 million

\*\* Assuming 84.7 million New Ordinary Shares are issued

### Placing Programme

Maximum number of New Ordinary Shares available under the Placing Programme	500 million***
Placing Programme Price per New Ordinary Share	Not less than the latest published Net Asset Value per Ordinary Share at the time plus a premium to cover the expenses of such issue

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\*\*\* less the number of New Ordinary Shares issued under the Initial Issue

## DEALING CODES

ISIN of Ordinary Shares	GG00BB0RDB98
SEDOL of Ordinary Shares	BB0RDB9
ISIN for the Open Offer Entitlement of Ordinary Shares	GG00BM9H9Z34
SEDOL for the Open Offer Entitlement of Ordinary Shares	BM9H9Z3
ISIN for the Excess Shares	GG00BM9HB023
SEDOL for the Excess Shares	BM9HB02
Legal Entity Identifier (LEI) of the Company	2138004ATNLYEQKY4B30

## DIRECTORS, AGENTS AND ADVISERS

<b>Directors (all non-executive)</b>	John Rennocks (Chairman) John Scott Paul Le Page Laurence McNairn Meriel Lenfestey
<b>Administrator, Designated Administrator, Company Secretary and Registered Office</b>	Ocorian Administration (Guernsey) Limited PO Box 286 Floor 2 Trafalgar Court Les Banques St Peter Port Guernsey GY1 4LY
<b>Investment Adviser</b>	Bluefield Partners LLP New Street Square London, EC4A 3BF
<b>Sponsor, Broker and Financial Adviser</b>	Numis Securities Limited The London Stock Exchange Building 10 Paternoster Square London EC4M 7LT
<b>Legal Advisers to the Company (as to English law)</b>	Norton Rose Fulbright LLP 3 More London Riverside London SE1 2AQ
<b>Legal Advisers to the Company (as to Guernsey law)</b>	Carey Olsen (Guernsey) LLP PO Box 98 Carey House Les Banques St Peter Port Guernsey GY1 4BZ
<b>Legal Advisers to the Sponsor, Broker and Financial Adviser</b>	Gowling WLG (UK) LLP 4 More London Riverside London SE1 2AU
<b>Reporting Accountants and Auditors</b>	KPMG Channel Islands Limited Glategny Court Glategny Esplanade St Peter Port Guernsey GY1 1WR
<b>Registrar</b>	Link Market Services (Guernsey) Limited Mont Crevelt House Bulwer Avenue St Sampson Guernsey GY2 4LH
<b>Receiving Agent</b>	Link Group Corporate Actions Central Square 29 Wellington Street Leeds LS1 4DL
<b>Principal Bankers</b>	NatWest International plc 35 High Street St Peter Port Guernsey GY1 4BE



## PART I

### LETTER FROM THE CHAIRMAN

## BLUEFIELD SOLAR INCOME FUND LIMITED

*(company incorporated in Guernsey under The Companies (Guernsey) Law, 2008,  
as amended with registered number 56708)*

#### *Directors*

John Rennocks (Chairman)  
John Scott  
Meriel Lenfestey  
Paul Le Page  
Laurence McNairn

#### *Registered office*

PO Box 286  
Floor 2, Trafalgar Court  
Les Banques  
St Peter Port  
Guernsey GY1 4LY

29 June 2021

Dear Shareholder,

**Proposed disapplication of pre-emption rights in connection with the proposed fundraising  
by way of an Initial Placing, Open Offer and Offer for Subscription and a subsequent  
Placing Programme in respect of up to 500 million New Ordinary Shares**

**and**

**Notice of Extraordinary General Meeting**

#### **Introduction**

On 28 June 2021 the Board announced that the Company had entered into a conditional sale and purchase agreement to acquire a portfolio of wind turbines (the **Wind Portfolio**). At the same time the Board announced, subject to Shareholder approval and the publication of a prospectus, details of an initial fund raising and subsequent placing programme to enable the Company to complete the acquisition of the Wind Portfolio, reduce the amount drawn down under the Company's Revolving Credit Facility and make further acquisitions in accordance with the Company's investment objective and investment policy.

The Board is seeking Shareholders' consent for the disapplication of pre-emption rights in connection with the proposed issue in aggregate of up to 500 million New Ordinary Shares by way of an Initial Placing, Open Offer and Offer for Subscription and a subsequent Placing Programme (the **Proposal**). However, the Board is aware that the Company has not undertaken a pre-emptive offer of shares to existing Shareholders since its IPO in 2013 and accordingly the Board has reserved a substantial part of the Initial Issue for Shareholders under the Open Offer whereby Qualifying Shareholders are entitled to subscribe for one New Ordinary Share for every 5 Ordinary Shares held on the Record Date (being 25 June 2021), as well as further New Ordinary Shares if they wish to do so through the Excess Application Facility.

Ordinary Shareholders are being asked to vote on the Proposal to enable the Company to comply with its various legal and regulatory obligations. The disapplication of pre-emption rights in respect of the New Ordinary Shares is required to be approved by Shareholders pursuant to the Company's Articles.

The purpose of this Circular is to explain the background to, and reasons for, the Proposal. Notice of the Extraordinary General Meeting at which Shareholders' approval for the Proposal will be sought is set out at the end of this document.

**Shareholders should make their own investigation of the Proposal set out in this letter, including the merits and risks involved. Nothing in this document constitutes legal, tax, financial or other advice, and if they are in any doubt about the contents of this document, Shareholders should consult their own professional advisers.**

## **The Proposal**

### ***Background to and reasons for the Proposal***

The Company has entered into a conditional sale and purchase agreement to acquire a portfolio of 109 small scale onshore wind turbines located in the UK for an aggregate consideration of approximately £60 million (including working capital) (the **Initial Consideration**) from Arena Capital Partners Limited, a large-scale owner-operator of small to medium scale wind turbines (the **Wind Portfolio Acquisition**). The Wind Portfolio Acquisition Agreement is conditional upon the Company obtaining the necessary financing to complete the Wind Portfolio Acquisition.

The Wind Portfolio Acquisition, which is unlevered, is expected to be accretive to the Company's target dividend. In addition, the acquisition has been structured to provide the Company with the opportunity to re-power 17 of the wind turbines comprised within the Wind Portfolio. Each of these wind turbines is located in Northern Ireland and the ability of the Company to re-power such turbines is conditional upon each turbine respectively receiving the necessary planning, regulatory and construction consents, which have already been received in respect of five of the wind turbines. In the event that all 17 turbines were to be re-powered, the generation of the Wind Portfolio is expected to increase by approximately 40 per cent. and would result in a very positive increase to the level of renewable energy the Wind Portfolio currently delivers. By completing the re-powering of all 17 turbines, there is the potential for the Company to further invest approximately £35 million (the **Additional Consideration**) in the Wind Portfolio. As such, the total potential investment in the Wind Portfolio could increase to approximately £95 million. Further details of the Wind Portfolio Acquisition are set out in Part IV of this Prospectus.

Portfolio acquisitions since 2016 have been funded from the Company's Revolving Credit Facility (further details of which are contained in Part IV of this Prospectus). The Revolving Credit Facility has enabled the Company to access shorter-term capital to execute on its acquisition pipeline. Drawdowns on the Revolving Credit Facility have then been typically followed by the issue of fresh equity to repay the drawings (most recently through a non-pre-emptive tap issue of 36.5 million new Ordinary Shares in November 2020 which raised gross proceeds of approximately £45 million).

Whilst the Revolving Credit Facility was recently extended to 30 September 2022 it currently stands drawn at £90 million (out of the current limit of £100 million) following the acquisition of the Bradenstoke solar park in January 2021 and therefore there is insufficient headroom to fund the Initial Consideration or the Additional Consideration or any further acquisition opportunities in the Company's investment pipeline.

In addition to acquiring the Wind Portfolio, the Investment Adviser continues to assess a significant pipeline of opportunities for the Company.

As the Company does not currently have sufficient capacity under its remaining disapplication of pre-emption rights authority to issue shares in a sufficient amount to fund the Initial Consideration or the Additional Consideration or reduce the amount drawn down under the Revolving Credit Facility, the Board has concluded that it is now appropriate to issue New Ordinary Shares pursuant to the Initial Issue and also to put in place a placing programme under which it will be able to issue further New Ordinary Shares in a series of Subsequent Placings following the Initial Issue.

The Company stands to benefit from the flexibility to issue capital quickly and efficiently under the Placing Programme and, in the Investment Adviser's opinion, the Placing Programme will be particularly helpful in strengthening the Company's competitive position, as to flexibility and timing, when the Company seeks to buy larger scale single assets or portfolios that become available in the market from time to time.

Accordingly, the Board has decided to seek Shareholder approval to issue up to 500 million New Ordinary Shares pursuant to the Initial Issue and the Placing Programme at the Extraordinary General Meeting of the Company to be held on 15 July 2021.

### ***The Initial Placing, Open Offer and Offer for Subscription***

Under the Initial Placing, Open Offer and Offer for Subscription, subject to compliance with the Companies Law and the Articles, the Company is seeking to issue up to 84.7 million New Ordinary Shares at the Issue Price of 118 pence to raise gross proceeds of up to approximately £100 million.

The Initial Issue Price represents a premium of approximately 8.1 per cent. to the last published Net Asset Value per Share as at 31 March 2021 (adjusted to reflect the payment of the second interim dividend of 2.0 pence per Ordinary Share which was paid to Shareholders on the register as at 14 May 2021 and the expected third interim dividend of 2 pence per Ordinary Share as set out below) and a discount of approximately 3.3 per cent. to the closing share price on 25 June 2021.

The New Ordinary Shares issued pursuant to the Initial Issue will not rank for the third quarterly interim dividend of 2 pence per Ordinary Share which is expected to be declared shortly and which will be payable to Shareholders on the register prior to the issue of any New Ordinary Shares pursuant to the Initial Issue. However, the New Ordinary Shares issued pursuant to the Initial Issue will rank for all dividends on New Ordinary Shares declared thereafter.

In the first instance, approximately 81.4 million New Ordinary Shares are being reserved for existing Shareholders under the Open Offer under which those Shareholders will be entitled to subscribe for one New Ordinary Share for every 5 Ordinary Shares held on the Record Date and the balance of the New Ordinary Shares available under the Initial Issue will be allocated to the Initial Placing, the Offer for Subscription and/or the Excess Application Facility at the absolute discretion of the Company, in consultation with Numis.

The Directors have reserved the right, in consultation with Numis and the Investment Adviser, to increase the size of the Initial Issue in the event that overall demand for the New Ordinary Shares exceeds the target size. The maximum amount raised under the Initial Issue will not exceed £150 million.

Assuming the Initial Issue is fully subscribed and the Directors exercise their discretion to increase the number of New Ordinary Shares available under the Initial Issue, the New Ordinary Shares issued under the Initial Issue would represent 31.2 per cent. of the issued share capital of the Company as at the date of this document. The Initial Issue is not being underwritten.

The Initial Issue is conditional, *inter alia*, on:

- (i) the Resolution being passed at the EGM;
- (ii) the Sponsor and Placing Agreement becoming wholly unconditional (save as to Initial Admission) and not having been terminated in accordance with its terms prior to Initial Admission; and
- (iii) Initial Admission occurring by 8.00 a.m. on 23 July 2021 (or such later date as the Company, the Investment Adviser and Numis may agree in writing, being not later than 8.00 a.m. on 31 July 2021).

Application will be made to the Financial Conduct Authority for admission of the New Ordinary Shares to be issued pursuant to the Initial Issue to the premium listing segment of the Official List. Application will also be made for such New Ordinary Shares to be admitted to trading on the London Stock Exchange's Main Market. It is expected that Initial Admission will become effective and that unconditional dealings in the New Ordinary Shares issued pursuant to the Initial Issue will commence on the London Stock Exchange at 8.00 a.m. (London time) on 23 July 2021.

The New Ordinary Shares issued pursuant to the Initial Issue will be issued in registered form and may be held in uncertificated form. The New Ordinary Shares allocated will be issued to Placees through the CREST system unless otherwise stated. The New Ordinary Shares will be eligible for settlement through CREST with effect from Initial Admission. Temporary documents of title will not be issued and dealings in advance of the crediting of the relevant stock account shall be at the risk of the person concerned.

Further details of the Initial Issue and as to how Shareholders can apply for New Ordinary Shares are set out in Part VII and Appendices 1, 2 and 3 of this document.

### **Placing Programme**

The Company is also proposing the Placing Programme to enable the Company to raise additional capital in the period from Initial Admission to 28 June 2022 as and when it identifies acquisition opportunities that satisfy the Company's investment objective and investment policy, after having repaid debt drawn under the Revolving Credit Facility from time to time. The combination of the Revolving Credit Facility and the Placing Programme should enable the Company to make opportunistic acquisitions whilst mitigating the risk of cash drag on existing Shareholders' funds.

Conditional on the Resolution being passed at the EGM, the Directors will be authorised to issue up to 500 million New Ordinary Shares pursuant to the Placing Programme (less any New Ordinary Shares issued pursuant to the Initial Issue) without having to first offer those shares to existing Shareholders.

It is proposed that New Ordinary Shares issued pursuant to any Subsequent Placing under the Placing Programme will be allocated as nearly as reasonably possible, so that demand from existing Shareholders who are eligible to participate in such Subsequent Placing is given priority over other investors, and, where applicable, with a view to ensuring that existing Shareholders are allocated such percentage of New Ordinary Shares as is as close as possible to their existing percentage holding of Ordinary Shares. However, for the avoidance of doubt, any Subsequent Placing will not be conducted on a formal statutory pre-emptive basis and accordingly there can be no guarantee that existing Shareholders wishing to participate in such an issue will receive all or some of the New Ordinary Shares for which they have demand and the issue of New Ordinary Shares will be dilutive to the percentage holding of those Shareholders to the extent that they do not participate in the relevant issue in proportion to their existing holding.

The maximum number of New Ordinary Shares available under the Initial Issue and the Placing Programme should not be taken as an indication of the number of New Ordinary Shares finally to be issued, which will depend on the timing and size of future acquisitions made by the Company. However, assuming both the Initial Issue and the Placing Programme are fully subscribed, the New Ordinary Shares issued under the Initial Issue and the Placing Programme would represent 122.9 per cent. of the issued share capital of the Company as at the date of this document. Whilst 122.9 per cent. is higher than the disapplication of pre-emption rights authority ordinarily recommended by corporate governance best practice, the Directors believe that taking a larger than normal authority is justified in the present circumstances to provide the Company with the flexibility to issue New Ordinary Shares on an ongoing basis in order to repay sums drawn down from time to time under the Revolving Credit Facility, to fund future acquisitions in accordance with the Company's investment policy and to avoid the costs associated with having to obtain repeated smaller authorities.

Numis and the Company shall agree the terms of each Subsequent Placing under the Placing Programme, including the size and frequency of such Placing.

The Placing Programme will be suspended at any time when the Company is unable to issue New Ordinary Shares pursuant to the Placing Programme under any statutory provision or other regulation applicable to the Company or otherwise at the Directors' discretion. The Placing Programme may resume when such circumstances cease to exist, subject to the final closing date of the Placing Programme being no later than 28 June 2022.

Each Subsequent Placing under the Placing Programme is conditional, *inter alia*, on:

- (i) the Resolution being passed at the EGM;
- (ii) the Sponsor and Placing Agreement becoming otherwise unconditional in respect of that Subsequent Placing, and not being terminated in accordance with its terms before the relevant Admission becomes effective;
- (iii) if a supplementary prospectus is required to be published in accordance with Article 23 of the UK Prospectus Regulation, such supplementary prospectus being approved by the FCA and published by the Company in accordance with the Prospectus Regulation Rules; and
- (iv) Admission of the relevant New Ordinary Shares issued pursuant to such Subsequent Placing at such time and on such date as the Company, the Investment Adviser and Numis may agree prior to the closing of that Subsequent Placing, not being later than 28 June 2022.

If these conditions are not satisfied in respect of any Subsequent Placing under the Placing Programme, the relevant issue of the New Ordinary Shares will not proceed.

All New Ordinary Shares issued pursuant to the Placing Programme will be issued at a premium to the Net Asset Value per Ordinary Share at least sufficient to cover the costs and expenses of the relevant Subsequent Placing. The applicable Placing Programme Price of any New Ordinary Shares to be issued pursuant to a Subsequent Placing will be announced through an RIS as soon as is practicable following the allotment of such New Ordinary Shares.

As described above, New Ordinary Shares will only be issued under the Placing Programme on a non-pre-emptive basis at a premium to the prevailing NAV at the time of issue in order to take account of the costs of such issue and will therefore be non-dilutive to the prevailing NAV for existing Shareholders. The Directors intend to use this authority when they consider that it is in the best interests of Shareholders to do so and when the Investment Adviser has advised that it would be appropriate to repay sums drawn down under the Revolving Credit Facility and/or has identified suitable assets for acquisition.

The net proceeds of the Placing Programme are dependent on the number of New Ordinary Shares issued pursuant to the Placing Programme and the applicable Placing Programme Price.

Assuming: (i) New Ordinary Shares are issued pursuant to the Placing Programme at a Placing Programme Price of 118 pence per New Ordinary Share; and (ii) the Company issues 372.9 million New Ordinary Shares under the Placing Programme, the Company would raise £440.0 million of gross proceeds from the Placing Programme. After deducting expenses (including any commission) of approximately £6.3 million, the net proceeds of the Placing Programme would be approximately £433.7 million.

Applications will be made to the Financial Conduct Authority and the London Stock Exchange respectively for all the New Ordinary Shares to be issued pursuant to the Placing Programme to be admitted to the premium listing segment of the Official List and to trading on the London Stock Exchange's Main Market. It is expected that such Admissions will become effective, and that dealings in the New Ordinary Shares will commence, during the period from Initial Admission to 28 June 2022.

The Company's share capital as at the date of this document is denominated in Sterling and consists of Ordinary Shares of no par value. The New Ordinary Shares issued pursuant to the Placing Programme will rank *pari passu* with the Ordinary Shares then in issue (save that New Ordinary Shares will not rank for any dividends or other distributions declared, made or paid on the Ordinary Shares by reference to a record date prior to the issue of such New Ordinary Shares).

The New Ordinary Shares issued pursuant to the Placing Programme will be issued in registered form and may be held in uncertificated form. The New Ordinary Shares allocated will be issued to Placees through the CREST system unless otherwise stated. The New Ordinary Shares will be eligible for settlement through CREST with effect from the date of the relevant Admission. Temporary documents of title will not be issued and dealings in advance of the crediting of the relevant stock account shall be at the risk of the person concerned.

Further details of the Placing Programme and the terms and conditions which will apply in relation to any Subsequent Placing under the Placing Programme are set out in Part VIII and Appendix 1 of this document.

### ***Use of proceeds***

The Board intends to use the net proceeds of the Initial Issue and any Subsequent Placings under the Placing Programme, to complete the acquisition of the Wind Portfolio, reduce the amounts drawn down under the Company's Revolving Credit Facility and make further acquisitions in accordance with the Company's investment objective and investment policy.

As at the date of this document, the amount drawn down under the Revolving Credit Facility was approximately £90 million.

### ***Benefits of the Proposal***

The Directors believe that the Initial Issue and the subsequent Placing Programme will have the following benefits:

- the market capitalisation of the Company will increase, and it is expected that secondary market liquidity of the Ordinary Shares will improve;
- the Initial Issue and any Subsequent Placings under the Placing Programme will provide the potential for greater diversification of the Company's assets;
- the Initial Issue and Placing Programme, in combination with the Revolving Credit Facility, should enable the Company to complete the acquisition of the Wind Portfolio as well as acquire a select number of opportunities from the pipeline of deals it is negotiating;



- following the Initial Issue, the Placing Programme will provide greater flexibility for the Company to continue to benefit from the market for primary acquisitions and the growing market of potential secondary acquisitions from its existing and new contractor relationships; and
- the Company's fixed running costs will be spread across a wider investor base therefore lowering the ongoing charges ratio.

### **Risk Factors**

In considering the Resolution, Shareholders should take the following into consideration:

- the issue price of the New Ordinary Shares issued under the Initial Issue and under any Subsequent Placing under the Placing Programme will not be lower than the Net Asset Value per Ordinary Share at the time of their issue. The issue price of the New Ordinary Shares has been (in the case of the Initial Issue), and will be (in the case of any Subsequent Placing) calculated by reference to the latest published unaudited Net Asset Value per Ordinary Share (cum income). Such Net Asset Value per Ordinary Share is determined on the basis of the information available to the Company at the time and may be subject to subsequent revisions. Accordingly, there is a risk that, had such issue price been calculated by reference to information that emerged after the calculation date, it could have been greater or lesser than the issue price actually paid by the investors.
- As explained above, it is proposed that New Ordinary Shares issued pursuant to any Subsequent Placing under the Placing Programme will be allocated as nearly as reasonably possible, so that demand from existing Shareholders who are eligible to participate in such Subsequent Placing is given priority over other investors, and, where applicable, with a view to ensuring that existing Shareholders are allocated such percentage of New Ordinary Shares as is as close as possible to their existing percentage holding of Ordinary Shares. However, for the avoidance of doubt, any Subsequent Placing will not be conducted on a formal statutory pre-emptive basis and accordingly there can be no guarantee that existing Shareholders wishing to participate in such an issue will receive all or some of the New Ordinary Shares for which they have demand and the issue of New Ordinary Shares will be dilutive to the percentage holding of those Shareholders to the extent that they do not participate in the relevant issue in proportion to their existing holding.

### **Extraordinary General Meeting**

The Proposal is conditional on the approval of Shareholders of the Resolution to be put to the Extraordinary General Meeting, which has been convened for 9.00 a.m. on 15 July 2021. The Notice convening the Extraordinary General Meeting is set out on pages 209 to 210 of this document.

If approved by Shareholders, the Resolution will disapply the pre-emption rights contained in the Articles for the issue of up to 500 million New Ordinary Shares available for issue under the Initial Issue and the Placing Programme.

The Resolution will be proposed as a special resolution requiring the approval of 75 per cent. or more of the votes recorded.

If the Resolution is not passed, the Initial Issue and the Placing Programme will not be implemented.

Due to the ongoing COVID-19 pandemic, whilst restrictions in the Bailiwick of Guernsey have been eased, any person arriving into the Bailiwick of Guernsey is presently required to register their journey on a travel tracker and is required to self-isolate upon arrival.

In light of the restrictions currently in place, whilst Guernsey based shareholders are permitted to physically attend the Extraordinary General Meeting, all Shareholders are strongly encouraged to appoint the "Chairman of the Meeting" as their proxy and provide voting instructions in advance of the Extraordinary General Meeting, in accordance with the instructions explained in the Notice and on the accompanying Form of Proxy.

If the Board believes it has become appropriate to make alternative arrangements for the holding of the Extraordinary General Meeting due to Covid-19, it will ensure that Shareholders are given as

much notice as possible. Any further information will be made available by an announcement through a Regulatory Information Service and through the Company's website: [www.bluefieldsif.com](http://www.bluefieldsif.com).

### **Action to be taken**

Shareholders will find enclosed with this document a Form of Proxy for use in relation to the Extraordinary General Meeting.

For the reasons described above, you are strongly encouraged to appoint the "Chairman of the Meeting" as your proxy by completing the Form of Proxy and returning it to the Company's UK Transfer Agent, PXS 1, Link Group, Central Square, 29 Wellington Street, Leeds LS1 4DL in accordance with the instructions printed on it, or, if you hold your Ordinary Shares in CREST, to utilise the CREST electronic proxy appointment service in accordance with the procedures set out on the Form of Proxy. In either case, proxy votes should be returned as soon as possible, but in any event by not later than 9.00 a.m. on Tuesday, 13 July 2021 or, in the event of any adjournment of the Extraordinary General Meeting, by not later than 48 hours (excluding days which are not Business Days) before the time appointed for the adjourned meeting.

The Board also encourages Shareholders to monitor the Company's website and the Regulatory Information Services for any updates on the Extraordinary General Meeting that may need to be provided.

### **Recommendation**

**The Board considers that the Proposal and the Resolution are in the best interests of the Company and Shareholders as a whole. Accordingly, the Board unanimously recommends that Shareholders vote in favour of the Resolution, as all of the Directors intend to do in respect of their own beneficial holdings of Ordinary Shares which amount in aggregate to 1,305,211 Ordinary Shares (representing approximately 0.3 per cent, of the existing issued ordinary share capital of the Company as at 25 June 2021).**

Yours sincerely,

John Rennocks  
Chairman

## PART II

### INFORMATION ON THE COMPANY

#### **Investment objective**

The Company seeks to provide Shareholders with an attractive return, principally in the form of quarterly income distributions, by being invested primarily in solar energy assets located in the UK. The Company also has the ability to invest a minority of its share capital into wind, hydro and energy storage assets.

The Board seeks to adopt a progressive dividend strategy, although the ability to maintain or grow dividends is dependent upon a number of factors, including future power prices in the UK.

#### **Investment Policy**

The Company, via its UK holding company (the **Group**), owns a large, diversified portfolio of operational solar energy assets, each located within the UK, with a focus on utility scale assets with high levels of regulated income. The Group will continue to be, primarily, invested in long life UK solar energy infrastructure alongside a minority exposure to other renewable energy assets (including non-subsidised assets) and energy storage assets. Such minority exposure will be limited to a maximum of 25 per cent. of the Company's Gross Asset Value calculated at the time of investment. The Company's portfolio is expected to generate attractive returns over a 25 year, or greater, asset life.

Individual assets or portfolios of assets are held within SPVs into which the Group invests through equity and/or debt instruments. The Group typically seeks legal and operational control through direct or indirect stakes of up to 100 per cent. in such SPVs, but may participate in joint ventures or minority interests where this approach enables the Group to gain exposure to assets consistent with the Company's investment policy which the Group would not be able to acquire on a wholly-owned basis.

The Group can invest up to 10 per cent. of its Gross Asset Value into assets outside the UK to enable the Company to participate in acquisitions of portfolios with a mix of UK and non-UK assets. It is not the Company's policy to be a long term holder of non-UK assets.

The Group can invest up to 5 per cent. of its Gross Asset Value into UK solar development opportunities that are pre-construction and may be without the requisite planning approvals or grid availability at the time of investment.

However, in addition to the specific investment limitations set out above, the aggregate exposure to other renewable energy assets (including non-subsidised assets) and energy storage technologies, UK solar development opportunities and/or non-UK assets will be limited to a maximum of 30 per cent. of the Company's Gross Asset Value as calculated at the time of investment.

The Group may make use of non-recourse finance at the SPV level to provide leverage for specific assets or portfolios provided that at the time of entering into (or acquiring) any new financing, total non-recourse financing within the portfolio will not exceed 50 per cent of the prevailing Gross Asset Value. In addition, the Group may, at holding company level, make use of both short term debt finance and long term structural debt to facilitate the acquisition of investments, but such holding company level debt (when taken together with the SPV finance noted above) will also be limited so as not to exceed 50 per cent of the Gross Asset Value.

No single asset (excluding any third party funding or debt financing in such asset) will represent, on acquisition, more than 25 per cent of the Net Asset Value and the Company's portfolio shall at no time consist of less than ten individual assets.

Diversification is also achieved across various other factors such as technology, revenue streams, grid connection points, individual landowners and leases, providers of key components and assets being located across various geographical locations within the United Kingdom.

The Group aims to derive a significant portion of its targeted return through a combination of the sale of Renewables Obligation Certificates, Feed in Tariffs and Contracts for Difference (or any such regulatory regimes that may replace them from time to time). Such regimes are currently underwritten by the UK government, providing a level of fixed term, non-power market correlated revenues, typically for 20 years from the date of grid connection. The Group also intends, where

appropriate, to enter into power purchase agreements with appropriate counterparties, such as co-located industrial energy consumers or wholesale energy purchasers. In addition, the Group may store power or convert it into other forms for future sale.

### **Listing Rule investment restrictions**

The Company currently complies with the investment restrictions set out below and will continue to do so for so long as they remain requirements of the Financial Conduct Authority:

- neither the Company nor any of its subsidiaries will conduct any trading activity which is significant in the context of the Group as a whole;
- the Company must, at all times, invest and manage its assets in a way which is consistent with its objective of spreading investment risk and in accordance with the published investment policy; and
- not more than 10 per cent of the Gross Asset Value at the time of investment is made will be invested in other closed-ended investment funds which are listed on the Official List.

As required by the Listing Rules, any material change to the investment policy of the Company will be made only with the prior approval of the Financial Conduct Authority and Shareholders. The investment limits set out above apply only at the time of the acquisition of the relevant asset. The Company will not be required to dispose of any asset or to rebalance its investment portfolio as a result of a change in the respective valuations of its assets.

### **Revenue streams**

The assets to be invested in by the Group are anticipated to benefit from revenue from two primary sources:

- regulated revenue from sales of ROCs, FiTs or CfD FiTs or from payments being made by the counterparty to a CfD FiT; and
- sale of electricity to electricity suppliers, energy traders or on-site users.

### **Group structure**

The Company makes its investments via a group structure which currently comprises the Company and its wholly-owned UK subsidiary, Bluefield SIF Investments Limited. Holdco invests directly or indirectly in the SPVs which own the renewable energy assets.

### **Origination of Further Investments**

The Investment Adviser has established a number of sources of pipeline to which the Company is granted access. These include a proven set of relationships with developers, contractors and project advisers. These types of relationships have resulted in the full deployment of the proceeds of the IPO and the net proceeds of all share issuances by the Company since its IPO.

Whilst the Investment Adviser has secured these routes of access to the renewable energy market it is not subject to any exclusive obligation to source projects from these sources and has the capacity to select assets from across the renewables market in order to deliver the Company's investment objectives. This has been demonstrated by the contractors the Company worked with to deliver the Current Portfolio.

### **Investment Opportunity**

Demand for renewable energy installed capacity results from the decarbonisation agenda, which is central to government policy across Europe, with increasing electrification of the energy system and renewables build-out at the core of further policy developments such as the EU's New Green Deal and the UK's 2020 Energy White Paper.

In the UK and EU, renewables technologies are providing an increasingly significant proportion of electricity supply and a substantial proportion of installations of new generating capacity, as governments continue to target reductions in emissions from electricity supply.

Within this context the Directors believe that an investment in the Company offers the following attractive characteristics:

- dividends that are sustainable in the long term;
- an investment policy targeting preservation of the capital value of the Portfolio with potential for capital growth;
- a sizable Current Portfolio with low gearing, highly regulated revenue streams and strong operating history;
- a proprietary pipeline of over 600MWp solar PV developments, a consented 50MWp solar PV plant and attractive additional investments which complement the Current Portfolio; and
- an ability to acquire, subject to the limits set out in the Company's investment policy of 25 per cent. of Gross Asset Value, renewable energy assets across a range of technologies beside solar.

As at the date of this Prospectus, the Current Portfolio has c613MW of net generating capacity of 106 solar PV plants all located within the UK.

### **ESG and sustainability**

The Company recognises that management of material ESG issues (both risks and opportunities) is essential to the achievement of long-term, sustainable returns. As such, the Company takes an informed approach to the identification, management and monitoring of ESG issues, with the intention of enhancing its positive impacts and reducing negative ones. To achieve this, the Company has invested in a materiality assessment, undertaken by an independent ESG specialist. Through stakeholder engagement, the materiality assessment has identified a prioritised list of material ESG topics, which are considered by the Board and used to guide next steps in relation to the creation of a formal ESG strategy.

ESG initiatives are in place across the Portfolio, including environmental (e.g. CO2 savings and biodiversity) and social (e.g. community benefit schemes, health and safety, diversity and inclusion) activities. For new build assets, a detailed ESG due diligence process has been developed to enhance the Company's understanding of the ESG credentials of its suppliers. The Company also takes a rigorous approach to governance and ensures that it operates in accordance with local and national laws and regulations relevant to the jurisdictions in which it operates.

The Company is one of a number of companies across the UK solar industry who recently united behind the established solar trade association, Solar Energy UK, in signing up to a statement which placed on the record their opposition to and condemnation of any human rights abuses taking place anywhere in the global solar energy supply chain and their intention to develop a supply chain transparency protocol. A full list of the signatories can be viewed at <https://solarenergyuk.org/uk-industry-supply-chain-statement/>.

The Company is committed to the implementation of constant vigilance and regularly reviewed policy and practice, to combat slavery and human trafficking. The Company manages its affairs primarily through the Investment Adviser and its asset management and operational contractors. During the investment process, the Investment Adviser ensures each asset undergoes detailed due diligence and compliance checks. Ongoing management of these assets, and future construction projects, conform to required industry standards and in collaboration with business partners who manage the assets, the Company seeks to identify areas for improvement. The Company adheres to the AIC Code of corporate governance and works closely with the Investment Adviser and other industry specialists to aim to achieve the highest of standards, and to counter direct or indirect support for slavery or human trafficking.

The Board and the Investment Adviser are aware of recent articles in the UK press concerning certain UK solar projects using solar panels manufactured by Chinese firms linked to Xinjiang forced labour and that China's repression of the Uyghurs is believed to have developed into systematic detention around 2016, with reports of forced labour emerging in the years since. To date, the Company has invested in assets which have been either constructed prior to purchase or were funded through construction. No asset in the Company's existing portfolio was built after March 2017 and the majority were built and became operational between 2013 and 2015.



The Company is committed to reducing reliance on fossil fuels and facilitating the UK transition to renewable, and sustainable, methods of energy generation. Decarbonisation of the power sector in the UK has made significant progress in the last ten years. The rise of renewable energy generation, such as solar, has played a major role in this process. Since inception, the Company has saved over 850,000 tonnes of CO<sub>2</sub> from being released into the atmosphere. During the period between 1 July 2019 to 30 June 2020, the Company:

- generated over 495,000,000 kWh of renewable energy;
- achieved over 125,000 tonnes of CO<sub>2</sub> savings; and
- powered over 170,000 homes with renewable energy.

The positive environmental impact of the Company has been recognised and in 2019 the Company was awarded the LSE Green Economy Mark and achieved Guernsey Green Fund status.

### **Financing arrangements**

The Group has a £50 million revolving credit facility with Royal Bank of Scotland International to 30 September 2022. This includes flexibility for a further one year extension to 30 September 2023 as well as an uncommitted facility of a further £50 million. The terms of the revised facility remained unchanged, with a constant margin of 2.0% over LIBOR. The facility is currently drawn to £90 million.

In addition to the Revolving Credit Facility, the Group currently has £160 million of long term structural debt provided by Aviva Investors pursuant to the Long Term Facility Agreement.

Further details of the Revolving Credit Facility Agreement and the Long Term Facility Agreement and of the portfolio financing arrangements are set out in Part IV of this Prospectus under the heading *“Financing Arrangements in relation to the Current Portfolio”* and in paragraphs (d) and (e) of Part XI of this Prospectus.

### **Capital structure**

The Company's issued share capital currently comprises Ordinary Shares.

The Company proposes to issue New Ordinary Shares pursuant to the Initial Issue and may issue New Ordinary Shares pursuant to the Placing Programme.

The Ordinary Shares are admitted to trading on the Main Market of the London Stock Exchange and are admitted to the premium listing segment of the Official List of the Financial Conduct Authority.

Applications will be made to the Financial Conduct Authority and the London Stock Exchange respectively for all the New Ordinary Shares to be issued pursuant to the Initial Issue and the Placing Programme to be admitted to the premium listing segment of the Official List of the Financial Conduct Authority and to trading on the London Stock Exchange's Main Market.

It is expected that admission of the New Ordinary Shares to be issued pursuant to the Initial Issue will become effective, and that dealings in such New Ordinary Shares will commence on 23 July 2021.

It is expected that admission of the New Ordinary Shares to be issued pursuant to the Placing Programme will become effective, and that dealings in such New Ordinary Shares will commence, during the period from Initial Admission to 28 June 2022.

The rights attaching to the Ordinary Shares are uniform in all respects and they form a single class for all purposes. Shareholders have uniform voting rights and rights to dividends or distributions in proportion to the number of Ordinary Shares they hold at any time (save for any dividends or other distributions declared, made or paid on the Ordinary Shares by reference to a record date prior to the issue of the relevant New Ordinary Shares).

On a winding up of the Company, provided the Company has satisfied all of its liabilities, the holders of the Ordinary Shares are entitled to all of the surplus assets of the Company attributable to the Ordinary Shares.

Ordinary Shareholders are entitled to attend and vote at all general meetings of the Company and, on a poll, to one vote for each Ordinary Share held.

The Company's Articles contain provisions that permit the Directors to issue C Shares from time to time. C Shares are shares which convert into Ordinary Shares only when a specified proportion of the net proceeds of issuing such C Shares have been invested in accordance with the Company's investment policy (prior to which the assets of the Company attributable to the C Shares are segregated from the assets of the Company attributable to the Ordinary Shares). A C Share issue would therefore permit the Board to raise further capital for the Company whilst avoiding any immediate dilution of investment returns for existing Shareholders which may otherwise result.

## **Distribution policy**

### *General*

Dividends will continue to be paid to Shareholders whenever, in the opinion of the Directors, the financial position of the Company justifies such payment, subject to the Company being able to satisfy the solvency test, as defined under the Companies Law, immediately after payment of such dividend.

### *Target Dividend*

The Board has set a target dividend of not less than 8.0 pence per Share for the financial year starting 1 July 2020. The Board will seek to maintain this level of dividend, or grow it progressively where appropriate thereafter, but there is no longer a formal dividend policy targeting an annual increase in the dividend in line with RPI.

The Directors will declare and pay dividends in compliance with the solvency test prescribed by the Companies Law.

The dividend targets set out above are targets only and not profit forecasts. There can be no assurance that these targets can or will be met and they should not be seen as an indication of the Company's expected or actual results or returns. The ability to maintain or grow dividends is dependent upon a number of factors, including future power prices. Accordingly, investors should not place any reliance on the dividend targets set out above in deciding whether to invest in New Ordinary Shares. The future performance of the Company may be materially adversely affected by the risks discussed in the section of this document entitled "Risk Factors".

### *Timing of distributions*

The Company's financial year end is 30 June and distributions on the Ordinary Shares are expected to be paid quarterly each year, and are expected to be made by way of interim dividends to be declared in April, July, October and January.

### *Scrip Dividends*

The Articles permit the Directors, in their absolute discretion, to offer Shareholders the right to elect to receive further Ordinary Shares, credited as fully paid, instead of cash in respect of all or any part of any dividend (a scrip dividend). In the event a scrip dividend is offered, an electing Shareholder would be issued new, fully paid up Ordinary Shares (or Ordinary Shares sold from treasury) pursuant to the scrip dividend alternative. The scrip dividend alternative will be available only to those Shareholders to whom Ordinary Shares might lawfully be marketed by the Company.

## **Further issues of Ordinary Shares**

In addition to the authority to disapply the pre-emption rights in respect of the Initial Issue and the Placing Programme which will be sought at the EGM, the Board will also seek authority at its annual general meeting to be held in December 2021 to allot further Ordinary Shares representing 10 per cent of the Company's issued share capital as at that date. This authority will expire at the conclusion of the annual general meeting of the Company to be held in 2022. The Company intends to seek annual renewal of this disapplication authority from Shareholders at each subsequent annual general meeting. The Company currently has authority to issue a further 40,699,962 New Ordinary Shares pursuant to the authority gained at the annual general meeting held in December 2020.

Except where authorised by Shareholders, no Ordinary Shares will be issued at a price which is less than the Net Asset Value per existing Ordinary Share at the time of their issue unless they are first offered *pro rata* to Shareholders on a pre-emptive basis.

As noted under “Capital structure” above, the Articles contain provisions that permit the Directors to issue C Shares from time to time and a C Share issue would permit the Board to raise further capital for the Company whilst avoiding any immediate dilution of investment returns for existing Shareholders which may otherwise result.

### **Discount management**

Pursuant to an authority granted at the Company's 2020 AGM held on 17 December 2020, the Directors have authority to purchase in the market up to 61,009,243 Ordinary Shares (representing 14.99 per cent. of the aggregate number of Ordinary Shares in issue immediately following the 2020 AGM). This authority will expire at the conclusion of the Company's annual general meeting to be held in 2021. The Directors intend to seek annual renewal of this authority from Shareholders at the annual general meeting to be held in 2021 and at each subsequent annual general meeting.

Whether the Company purchases any such Ordinary Shares, and the timing and the price paid on any such purchase, will be at the discretion of the Directors. The Directors will consider repurchasing Ordinary Shares in the market if they believe it to be in Shareholders' interests, in particular as a means of correcting any imbalance between supply of and demand for the Ordinary Shares.

Any purchase of Ordinary Shares will be in accordance with the Articles and the Listing Rules in force at the time. Purchases of Ordinary Shares will be made within the price limits permitted by the Financial Conduct Authority which currently provide for a price not exceeding the higher of: (i) five per cent. above the average of the mid-market values of Ordinary Shares taken from The London Stock Exchange Daily Official List for the five Business Days before the purchase is made; or (ii) the higher of the last independent trade or the highest current independent bid for Ordinary Shares. In any event, purchases of Ordinary Shares will only be made through the market for cash at prices below the last published Net Asset Value per Ordinary Share. Ordinary Shares which are purchased may be cancelled or held in treasury.

**Investors should note that the purchase of Ordinary Shares by the Company is entirely discretionary and no expectation or reliance should be placed on the Directors exercising such discretion on any one or more occasions. Investors should also note that any repurchase or redemption of Ordinary Shares will be subject to the ability of the Company to fund the purchase price or redemption amount. The Companies Law also provides, among other things, that any purchase is subject to the Company satisfying the solvency test contained in the Companies Law at the relevant time.**

### **Duration**

The Company has been established with an unlimited life. However, under the Articles the Directors are required to propose an ordinary resolution at every fifth annual general meeting that the Company should cease to continue as presently constituted (a **Discontinuation Resolution**). The first Discontinuation Resolution was proposed at the annual general meeting of the Company held in 2018 and resulted in a 99.64 per cent. vote in favour of continuation. The next Discontinuation Resolution is due to be put to Shareholders at the annual general meeting to be held in 2023.

In the event that a Discontinuation Resolution is passed, the Directors will be required to formulate proposals to be put to Shareholders within four months to wind up or otherwise reconstruct the Company, bearing in mind the illiquid nature of the Company's underlying assets.

## PART III

### UK SOLAR MARKET AND INVESTMENT OPPORTUNITY

*The Company confirms that the information extracted from third party sources in this Part III has been accurately reproduced and that, as far as the Company is aware and is able to ascertain from information published by those third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. Sources for the information set out in this Part III are set out underneath each relevant figure or table, as applicable, or in footnotes at the bottom of the page.*

#### MARKET OPPORTUNITY

##### Renewable energy in the global context

Since the adoption of the Paris Agreement, nearly every country around the world has committed to limit the rise in average global temperature to well below 2 degrees Celsius (°C) compared to pre-industrial levels, and preferably to limit the increase to 1.5 °C. A key component to achieve this legally binding target is to reduce energy-related carbon dioxide (CO<sub>2</sub>) and other greenhouse gas emissions via the uptake of renewable energy.

The deployment of renewable energy often forms a key part of countries' Nationally Determined Contributions (NDCs) – the national pledges and strategies submitted under the framework of the Paris Agreement. To date, over 70 per cent. of the countries signed up to the Paris Agreement have quantified renewable energy targets and if these are achieved, 1,041 gigawatts (GW) of additional renewable energy capacity could be added globally by 2030<sup>1</sup>.

Supported by these overarching goals and government policies targeting lower CO<sub>2</sub> emissions, the renewable energy market continues to grow significantly. Larger and more efficient wind turbines, and the rapidly falling cost of solar PV modules, have made renewable energy generation increasingly competitive compared to traditional fossil fuel-based technologies. In addition, the falling cost of energy storage will continue to support the global transition towards renewable energy by helping to provide services to electricity networks and creating a more efficient grid.

##### UK net zero target

Since the UK introduced legislation in June 2019 requiring net greenhouse gas emissions to reduce to zero by 2050, the government has gone on to publish its Ten Point Plan for a Green Industrial Revolution and the Energy White Paper in December 2020. These documents address how the government envisages development of the UK's energy system to accelerate the delivery of net-zero emissions and how it will promote a greener future for the country.

In December 2020 the government also announced its new Nationally Determined Contribution (NDC) under the Paris Agreement, which commits the UK to reducing nationwide greenhouse gas emissions by at least 68 per cent. by 2030, compared to 1990 levels. The Climate Change Committee (CCC) also published its 6<sup>th</sup> carbon budget (covering the period 2033 – 2038), which targets a 78 per cent. reduction in emissions relative to 1990 levels – this target is to be enshrined in law by the end of June 2021 and will for the first time cover the UK's share of international aviation and shipping emissions<sup>2</sup>.

##### The Ten Point Plan

The Ten Point Plan, published on 18 November 2020, outlined the government's vision to become a global leader in green technologies and details targets for different sectors including offshore wind, hydrogen, transport, carbon capture and buildings. The plan also outlines ambitious funding plans, including £12 billion of government investment to help create and support up to 250,000 green jobs.

##### Energy White Paper

The government published its highly anticipated Energy White Paper on 14 December 2020, which provides further clarity on how the UK aims to achieve its net zero target. The three objectives stated in the paper are to: (i) transform the energy system; (ii) support a green recovery and

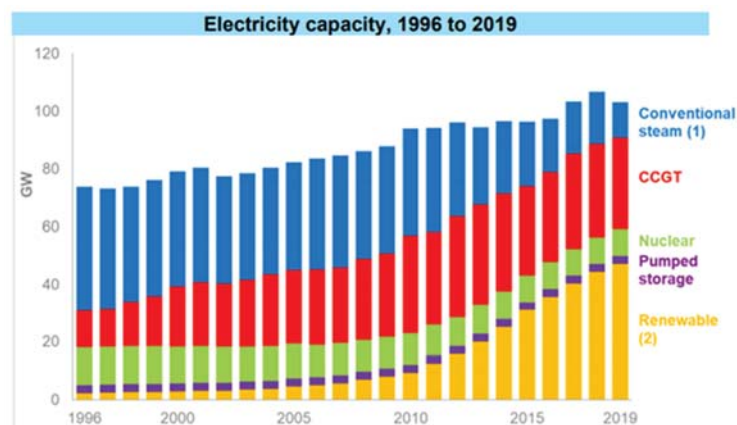
<sup>1</sup> [https://www.irena.org/-/media/Files/IRENA/Agency/Publication/2020/Dec/IRENA\\_NDC\\_update\\_2020.pdf](https://www.irena.org/-/media/Files/IRENA/Agency/Publication/2020/Dec/IRENA_NDC_update_2020.pdf)

<sup>2</sup> <https://www.gov.uk/government/news/uk-enshrines-new-target-in-law-to-slash-emissions-by-78-by-2035>

promote green jobs; and (iii) to create a fair deal for consumers. The paper provides further detail on how to achieve the targets set out in the Ten Point Plan, as well as announcements such as the establishment of a UK emissions trading system.

### UK renewable energy market

The installation of renewable energy in the UK has been steadily increasing since 2010, as shown by the graph below. In 2019, the total installed capacity for electricity generation was just over 103 GW<sup>3</sup> and of this, renewables accounted for 47 GW. In terms of generation, renewables supplied 37 per cent. of electricity. Continued deployment of renewables is expected as the government has ambitious plans to make the UK a world leader in green energy.



Source: BEIS, UK Energy in brief 2020<sup>4</sup>

2020 was a record-breaking year for renewable electricity generation in Britain. Data from the National Grid shows that Britain's electricity system reached a new low average carbon intensity, in terms of the measure of CO<sub>2</sub> emissions per unit of electricity consumed and with renewables setting several records during the year.

For example, on 20 April 2020, the highest ever level of solar generation (9.7 GW) was recorded as well as its highest share in the generation mix (34 per cent.) on 30 May 2020. The highest ever level of wind generation (17.2 GW) was achieved on 18 December 2020, while 26 August 2020 saw wind contributing its highest ever share to the electricity mix (59.9 per cent.). During 2020, Britain also recorded the most consecutive days generating electricity without using coal since the Industrial Revolution, stretching almost 68 days between April and June<sup>5</sup>.

Projections from independent market forecasters indicate that these trends are set to continue<sup>6</sup>. By 2030, the installed capacity of renewables is expected to reach between 70 to 80 GW, increasing to 100 to 135 GW by 2050.

The following sections provide additional information on the status of solar, battery storage, onshore and offshore wind in the UK.

### UK solar photovoltaic capacity and deployment

According to BEIS, the UK's total installed solar PV capacity as at the end of February 2021 (the latest statistics available) was provisionally 13.54 GWp, across just over one million installations. This is an increase of 1.3 per cent. (168 MW) since February 2020<sup>7</sup> and has been driven by the deployment of c. 20,000 small unaccredited installations with capacities below 50 kWp.

<sup>3</sup> [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/904503/UK\\_Energy\\_in\\_Brief\\_2020.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/904503/UK_Energy_in_Brief_2020.pdf)

<sup>4</sup> [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/904503/UK\\_Energy\\_in\\_Brief\\_2020.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/904503/UK_Energy_in_Brief_2020.pdf)

<sup>5</sup> : <https://www.nationalgrid.com/stories/journey-to-net-zero-stories/2020-greenest-year-record-britain>

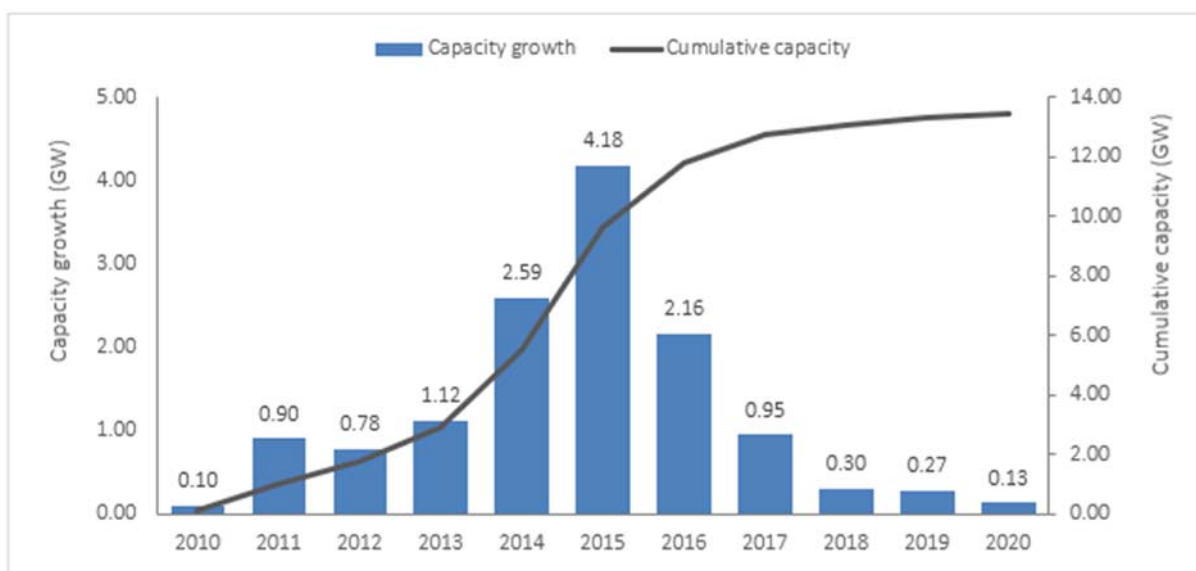
<sup>6</sup> 70 GW and 100 GW provided by Baringa Wholesale Electricity Market Report Update Q4 2020 and 80GW and 135 GW provided by AFRY Wholesale Electricity Price Projections Report Q1 2021

<sup>7</sup> <https://www.gov.uk/government/statistics/solar-photovoltaics-deployment>



As of February 2021, 44 per cent. (6,008 MW) of total installed solar PV capacity comes from the 460 large scale installations (i.e. those greater than 5 MW). Whilst 92 per cent. of all installations are sub-4kW, these only amount to 21 per cent. (2,776 MW) of total installed solar PV capacity in the UK. At the end of December 2020, 56 per cent. of capacity (7,519 MW) came from ground-mounted or standalone solar installations<sup>8</sup>.

The chart below illustrates how the deployment of new generating capacity has diminished significantly since the closure of the RO scheme in 2017.



Source:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/980557/Solar\\_photovoltaics\\_deployment\\_March\\_2021\\_ODS.ods](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/980557/Solar_photovoltaics_deployment_March_2021_ODS.ods)

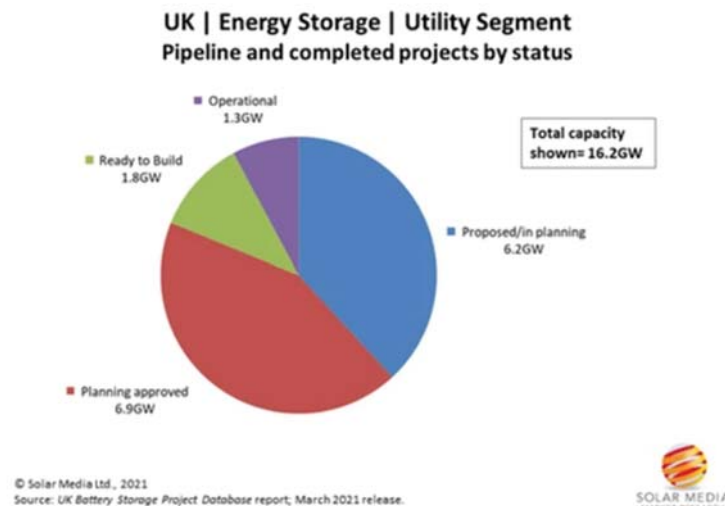
Capacity accredited nationally under the RO Scheme is 7.3GWp, which represents 50 per cent. of the total solar capacity in the UK, but constitutes only 2.2 per cent. of the number of installations. Capacity accredited under the FiT scheme was 5.1 GWp according to the latest data from BEIS released in November 2020. This equates to approximately 38 per cent. of total solar capacity and 82 per cent. of all installations. Subsidy-free capacity stands at 1.1 GWp and 16 per cent. of installations, although many of these are micro installations.

However, continued decline in the overall costs of installation as well as the opportunity for solar and onshore wind to participate in the upcoming AR4 CFD auctions mean there is now considerable expectation of significant build out of new large scale solar PV plants.

<sup>8</sup> <https://www.gov.uk/government/statistics/solar-photovoltaics-deployment>

## UK battery storage capacity and deployment

Energy storage systems enable energy to be stored and then released when power is most needed. They are expected to play an important role in speeding up the transition to renewable energy due to their function in providing essential services to the network, such as balancing the grid. According to Solar Media, approximately 1.3 GW of battery storage projects are operational in the UK but there is a significant pipeline under development with over 8 GW of projects with planning permission.



Source: Solar Media<sup>9</sup>

## UK wind energy capacity and deployment

Around 24 GW of wind projects are currently operational in the UK. Of this, 13.7 GW is located onshore, while 10.4 GW is offshore<sup>10</sup>. A key part of the government's strategy to decarbonise the economy is to accelerate the rollout of wind energy projects. It has set a target for 40 GW of offshore wind and 1 GW of floating offshore wind by 2030.

## ENERGY MARKET REFORM

### UK Emissions Trading System

The UK is no longer a member of the EU Emissions Trading Scheme (**EU ETS**). In relation to an enduring regime, the TCA requires that the EU and the UK have an effective system of carbon pricing as of 1 January 2021, covering greenhouse gas emissions from electricity generation, heat generation, industry and aviation. The UK implemented a UK Emissions Trading Scheme (**UK ETS**) on 1 January 2021, established through the Greenhouse Gas Emissions Trading Scheme Order 2020 (as amended). Although no agreement with respect to linking carbon markets was possible, the TCA does provide for the UK and EU to give "serious consideration to linking their respective carbon pricing systems in a way that preserves the integrity of these systems and provides for the possibility to increase their effectiveness". Carbon pricing via an emissions trading system is relevant to renewable generation as carbon pricing can increase wholesale market prices. Where a project has an exposure to such pricing then carbon pricing can increase those revenues. Current UK policy is to use the UK ETS to expand carbon pricing across the economy and encourage innovation in emerging decarbonisation technologies. This is positive for renewable generation. However, future UK government policy may change with respect to carbon pricing via the UK ETS.

<sup>9</sup> <https://marketresearch.solarmedia.co.uk/products/uk-battery-storage-project-database-report>

<sup>10</sup> <https://www.renewableuk.com/page/UKWEDhome/Wind-Energy-Statistics.htm>

## GB network charges

Charges relating to the connection to and use of the electricity transmission and distribution networks and relating to the balancing of electricity supply and demand (whether directly or indirectly through PPAs) form part of the operating costs of a renewable energy generator.

In GB, broadly speaking, users of the national electricity transmission system are subject to three elements of transmission charges: connection charges, transmission network use of system (**TNUoS**) charges and balancing service use of system (**BSUoS**) charges. By contrast, generators connected to local distribution networks are subject to distribution network use of system charges (**DNUoS**), and also receive certain “embedded benefits” (avoided transmission charges and avoided transmission losses). Unlike subsidies for renewable electricity discussed further below, the “embedded benefits” available to a generator connected to the distribution system may change as network charges evolve. For example, in 2021 access to embedded benefits for avoided BSUoS charges will cease due to changes in the calculation of such charges.<sup>11</sup>

TNUoS charges are set to recover the costs of using the transmission network and consist of three core components: non-locational, locational and residual. The residual component is designed to “top up” the revenue for network owners, such that they recover their allowed revenue (as set by their regulated price controls) after they have levied other charges.

BSUoS charges are set to recover the system operator’s costs of operating the system, including costs of managing constraints, costs of balancing supply and demand and costs of procuring other system services.

DNUoS charges are set to recover the costs of using the distribution network and include a locational component.

The Company’s Current Portfolio is wholly GB distribution connected.

Distribution connection charges and DNUoS charges are amongst the matters under review as part of Ofgem’s Network Access and Forward Looking Charges Significant Code Review with minded to positions expected in 2021. Changes to these may impact generator operating costs.<sup>12</sup>

## The Irish and Northern Irish wholesale electricity market

The Integrated Single Electricity Market (**ISEM**) is the wholesale electricity market arrangement for the Republic of Ireland and Northern Ireland. ISEM went live on 1 October 2018 and evolved from the Single Electricity Market (**SEM**), which was established in November 2007. The ISEM market was introduced in order to meet EU electricity integration requirements with the aim of delivering a more open and efficient pan-European electricity market delivering benefits to consumers.

It is overseen by the SEM Committee, consisting of the Commission for Regulation of Utilities (**CRU**) in Dublin, the Utility Regulator (**UR**) in Belfast, plus two independent members. ISEM comprises three physical markets for energy trading and system balancing (day-ahead, intraday and balancing markets), a market for capacity remuneration as well as a market for energy-related financing instruments.

The transmission system in the Republic of Ireland and Northern Ireland is currently connected to GB via the Moyle Interconnector (Northern Ireland to Scotland) and the East-West Interconnector (the Republic of Ireland to Wales). In the day-ahead market, the electricity market price at which generators and suppliers get matched, and cross-border electricity flows, are decided by a European-wide algorithm (**EUPHEMIA**). It should be noted that since the United Kingdom’s withdrawal from the European Union and the end of the transition period on 31 December 2020, Great Britain (not Northern Ireland) has decoupled from the integrated European market and this has led to trading of electricity over the interconnectors between Great Britain and the SEM is, for the time being, limited to day ahead trading.

## Balancing and ancillary services

In addition to generating revenues from power generation, renewable energy assets in both GB and ISEM markets can generate additional revenues from balancing and ancillary services. These services are provided to the transmission or network operator to assist with stable operation of the

<sup>11</sup> <https://www.ofgem.gov.uk/publications-and-updates/cmp333-bsuos-charging-supplier-users-gross-demand-tcr>

<sup>12</sup> <https://www.ofgem.gov.uk/electricity/transmission-networks/charging/reform-network-access-and-forward-looking-charges>

transmission network, including to mitigate some of the challenges that intermittent renewable generation has posed for the power system. Some of the services for which generators can earn financial incentives include fast frequency response, operating reserve and reactive power, and provide revenue opportunities for any wind farms that bid to provide these services.

In the second quarter of 2020, National Grid also introduced a new balancing service, Optional Downward Flexibility Management (**ODFM**), which was developed in response to the reduction in demand caused by the COVID-19 pandemic and associated lockdown, in order to enable National Grid to access flexibility that was not previously accessible in real time. It is applicable to distribution connected assets and is equivalent to the Balancing Mechanism in place for transmission connected assets.

### **Current support mechanisms for renewables in the UK**

The deployment of renewable electricity generation in the UK has been supported by three key mechanisms: the Renewables Obligation (**RO**), small scale FITs and CFD FITs. The Renewables Obligation and small scale FITs have closed and are therefore only relevant for projects that were accredited under them prior to such closure. The CFD FITs mechanism is the key support mechanism in the UK for new projects.

Smaller projects (typically under 5MW) can also benefit from the smart export guarantee scheme (**SEG**) whereby generators (often residential or small business customers) have a right to be offered a tariff from licensed electricity suppliers for excess electricity they have generated and exported to the distribution network.<sup>13</sup>

### **Contracts for Difference (CFD FITs)**

Support through CFD FITs, with the first allocation round announced in February 2015, aims to provide long-term revenue certainty by guaranteeing a contracted price for power generated. Renewable CFD FITs are allocated by way of competitive auctions. Generators with a CFD FIT will need to sell their electricity into the market. Under the CFD FIT generators will be paid (or pay) the difference between the estimated market price ('reference price') for electricity and the fixed price (which is annually indexed) determined when the generator was allocated the CFD FITs (the 'strike price'). This difference may be positive or negative and where electricity prices exceed the strike price generators will be liable to make payments to the CFD FIT counterparty.

The CFD FIT counterparty is a single government-owned counterparty, the Low Carbon Contracts Company Ltd (**LCCC**). A supplier obligation was introduced to fund CFD FITs. The duration of support under CFD FITs is 15 years. CFD FITs are allocated by way of allocation rounds, initially occurring annually and then less frequently at roughly two year intervals.

The CFD FIT regime has been successful in the offshore wind sector, with awarded 'strike prices' falling significantly in each competitive allocation round and projects holding CFD FITs obtaining significant limited recourse financing.

Allocation Round Four of the CFD FIT competition is set to open in 2021 (referred to as AR4) and, in addition to offshore wind, will allow the participation of onshore wind and solar PV projects<sup>14</sup>. Since the first allocation round, previous allocation rounds have not been extended to solar PV and onshore wind. The combined volume of projects that will potentially be eligible to take part in AR4 is approximately 13 GW. This total includes 5.5 GW of Pot 1 technologies, where onshore wind and solar PV fall, and 1 GW of offshore wind. Around 1 GW of projects are expected to qualify in the Pot 2 technology category, including remote island wind.<sup>15</sup>

AR4 will include an extension of the negative pricing rule for CFD FITs allocated in AR4 so that CFD FIT generators are not paid when 'day ahead' electricity market prices are negative. Whilst the UK government recognised this may result in an increase in strike prices bid by generators in AR4, it considered it important to further incentivise generators to divert power away from the grid when supply is abundant and demand is low. This is an extension of earlier rules that had limited LCCC top up payments to CFD FIT generators from the strike price to zero (which meant that in a

<sup>13</sup> <https://www.ofgem.gov.uk/environmental-programmes/smart-export-guarantee-seg/about-smart-export-guarantee-seg>

<sup>14</sup> Source: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/937634/cfdproposed-amendments-scheme-2020-ar4-government-response.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/937634/cfdproposed-amendments-scheme-2020-ar4-government-response.pdf)

<sup>15</sup> Source <https://www.gov.uk/government/consultations/contracts-for-difference-cfd-proposed-amendments-to-the-scheme-2020>

negative price environment CFD FIT generators would not be paid the difference between zero and the negative price level).

## RENEWABLES OBLIGATION

The Renewables Obligation supports renewable electricity generation by placing an obligation on licensed electricity suppliers to surrender Renewables Obligation Certificates (**ROCs**) each year or else pay a buy-out price. The Renewable Obligation scheme was closed to new solar PV projects from 1 April 2015 (subject to certain limited grace periods which allowed some projects to accredit after that date). The Renewables Obligation and the value of ROCs under it are still relevant for projects that were accredited under the scheme before such closure.

Suppliers source ROCs from generators of electricity from renewable sources. ROCs are awarded by Ofgem according to the generating station's metered output. When the Renewables Obligation scheme was open to new installations, different technologies were awarded different amounts of ROCs for each MWh of generation. The value of ROCs fluctuates depending on the actual amount of renewable generation compared to the annual Renewables Obligation target. Generating facilities accredited for support under the Renewables Obligation are accredited for 20 years.

Since 2010/11, the obligation level is set as the higher of a fixed target set out in secondary legislation and the results of a 10 per cent. headroom calculation above the anticipated renewable generation for the year. The fixed target level is now set at 15.4 per cent. from 1 April 2015 for the remainder of the obligations periods until 31 March 2037. In order to comply with their obligations, suppliers may present ROCs and/or pay the buy-out price. The buy-out price per MWh of electricity is calculated by Ofgem each year by adjustment to reflect changes in the retail prices index. It was £30 per MWh in the base year, 2002-3. The buy-out price for the 2021-22 obligation period is £50.80 per ROC.<sup>16</sup>

The policy commitment to “grandfathering” ensures that solar PV generating stations should continue to receive the number of ROCs per MWh of generation for which they were first accredited for the duration of their 20 year Renewables Obligation support.

The Renewables Obligation was closed to new solar PV projects above 5 MW from 1 April 2015 (subject to certain limited grace periods which allowed some projects to accredit after that date). The effect of this decision was to force solar PV projects of more than 5 MW to compete for support under a CfD FIT.

ROCs issued after 1 April 2027 will be replaced with “fixed price certificates”. The Conservative/ Liberal coalition government (the **Coalition Government**) indicated that the intention was to maintain levels and length of support for existing participants under the RO but there is no guarantee that this will be the case. As no government can bind future government policy, the implementing details of fixed price certificates may be subject to review by the current Conservative government or a subsequent government.

## FEED-IN TARIFFS AND SMART EXPORT GUARANTEE

FiTs support renewable electricity generation by requiring certain licensed electricity suppliers to make generation and export payments in respect of certain kinds of renewable electricity generation up to 5MW. The FIT scheme was closed in full to new applications on 31 March 2019. It is still relevant for projects that were accredited under the scheme before such closure.

Eligible technologies include solar PV and onshore wind. Generation payments are a fixed payment by the relevant electricity supplier to the FiT generator for every kWh generation by the installation. Export payments are a fixed payment by the relevant electricity supplier to the FiT generator for every kWh exported to the national grid (although electricity can alternatively be sold into the market). Levels of FiTs are determined by BEIS and can only be adjusted pursuant to pre-determined criteria. FiTs for solar PV were granted for 20 years. Once an installation is FiT accredited, FiT payments are adjusted in accordance with RPI. The policy commitment to “grandfathering” ensures that solar PV generating stations should continue to receive the FiT for which they were first accredited for the duration of their FiT support.

<sup>16</sup> <https://www.ofgem.gov.uk/publications-and-updates/renewables-obligation-ro-buy-out-price-mutualisation-threshold-and-mutualisation-ceilings-2021-22>



In January 2020 the Smart Export Guarantee (**SEG**) was launched which obligates suppliers to offer a tariff and make payments to small-scale low-carbon generators for electricity exported to the national grid but does not require that offered tariff to be a minimum amount<sup>17</sup>. The SEG is available for generators of up to 5MW in relation to solar PV, wind, hydro or anaerobic digestion or 50kW for micro-combined heat and power.

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<sup>17</sup> Source: [https://www.ofgem.gov.uk/system/files/docs/2020/09/scheme\\_closure\\_v4.pdf](https://www.ofgem.gov.uk/system/files/docs/2020/09/scheme_closure_v4.pdf)

## PART IV

### THE CURRENT PORTFOLIO AND FURTHER INVESTMENTS

#### Overview of the Current Portfolio

As at 25 June 2021 (being the latest practicable date prior to the publication of this Prospectus), the Company held an operational portfolio of 106 PV plants (consisting of 65 large scale sites, 39 micro sites and 2 roof top sites) with a total capacity of c.613 MWp. The Portfolio continues to display strong diversity through geographical spread, a range of proven PV technologies and infrastructure, and a blend of asset sizes with capacities ranging from microsites to utility-scale solar farms (including two plants at 50 MWp and one at c.70 MWp).

The table below sets out the Current Portfolio as at 25 June 2021.

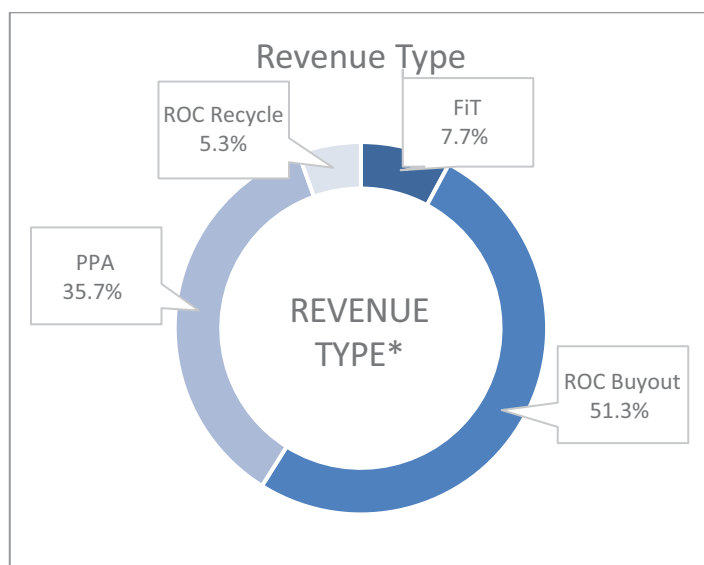
Project	Total Investment Commitment (GBP/m)	Installed Capacity (MWp)	Commissioning Date	Subsidy type	County
Bradenstoke	89.0	69.8	Mar-15	1.4 ROC	Wiltshire
West Raynham	55.9	50.0	Mar-15	1.4 ROC	Norfolk
Southwick	61.0	47.9	Mar-15	1.4 ROC	Hampshire
Elms	32.8	28.9	Mar-15	1.4 ROC	Oxfordshire
Hardingham	22.8	20.1	Sep 13 & Nov 14	1.6 ROC/ 1.4 ROC	Norfolk
Pentylands	21.4	19.2	Mar-14	1.6 ROC	Wiltshire
Molehill	23.1	18.0	Mar-15	1.4 ROC	Kent
Hoback	19.0	17.5	Nov-14	1.4 ROC	Cambridgeshire
Littlebourne	22.0	17.0	Oct-14	1.4 ROC	Kent
Goosewillow	19.0	16.9	Mar-14	1.6 ROC	Oxfordshire
Hill Farm	17.3	15.2	Feb-14	1.6 ROC	Oxfordshire
Roves	14.0	12.7	Mar-15	1.4 ROC	Wiltshire
Pashley	15.4	11.5	Feb-15	1.4 ROC	Sussex
Hall Farm	13.4	11.4	Mar-14	1.6 ROC	Norfolk
Sheppey	12.0	10.6	Jun-14	1.4 ROC	Kent
Capelands	8.6	8.4	Mar-15	1.4 ROC	Devon
Betingau	7.8	7.0	Mar-14	1.6 ROC	Swansea
North Beer	9.4	6.9	Mar-13	2.0 ROC	Cornwall
Ashlawn	7.6	6.6	Mar-15	1.4 ROC	Somerset
Redlands	6.4	6.2	Mar-15	1.4 ROC	Somerset
Bidwell	8.2	6.1	Feb-15	1.4 ROC	Devon
Nottingham	11.8	6.0	May-13	2.0 ROC	Dorset
Lower Marsh	8.6	5.9	Mar-14	1.6 ROC	Somerset
Saxley	7.0	5.9	Mar-14	1.6 ROC	Hampshire
Cobbs Cross	9.1	5.7	Apr-13	1.6 ROC	Somerset
Stow Longa	8.8	5.3	Sep-13	1.6 ROC	Cambridgeshire
Foxcombe	7.5	5.3	Jun-13	1.6 ROC	Devon
Beaford	8.3	5.2	Apr-13	2.0 ROC	Devon
Court Farm	5.5	5.0	Mar-17	1.2 ROC	Newport
Place Barton	5.5	5.0	Mar-17	1.2 ROC	Devon
Holly Farm	7.3	5.0	Mar-17	1.2 ROC	Dorset
Eastcott	10.1	5.0	Jul-12	FIT	Cornwall
Durrants	6.4	5.0	Jul-11	FIT	Isle of Wight

Project	Total Investment Commitment (GBP/m)	Installed Capacity (MWp)	Commissioning Date	Subsidy type	County
Clapton	6.3	5.0	Mar-17	1.2 ROC	Somerset
East Farm	7.2	5.0	Mar-17	1.2 ROC	Dorset
Great Houndbare	6.8	5.0	Mar-17	1.2 ROC	Devon
Rookery	5.2	5.0	Feb-16	1.3 ROC	Norfolk
Oulton	5.3	5.0	Feb-16	1.3 ROC	Norfolk
Salhouse	5.6	5.0	Oct-15	1.3 ROC	Norfolk
Romsey	5.8	5.0	Mar-16	1.3 ROC	Hampshire
Kislingbury	5.0	5.0	Mar-17	1.2 ROC	Northamptonshire
Kellingley	5.0	5.0	Mar-17	1.2 ROC	North Yorkshire
Bunns Hill	5.3	5.0	Feb-16	1.3 ROC	Norfolk
Old Stone	5.7	5.0	Mar-17	1.2 ROC	Devon
Willows	4.6	5.0	Mar-17	1.2 ROC	Staffordshire
Frogs Loke	5.6	5.0	Dec-15	1.3 ROC	Norfolk
Grange	5.4	5.0	Mar-16	1.3 ROC	Gloucestershire
Big Field	8.8	5.0	Apr-13	2.0 ROC	Wiltshire
Wormit	5.6	5.0	Mar-16	1.3 ROC	Fife, Scotland
Gretton	5.6	4.9	Mar-16	1.3 ROC	Gloucestershire
Trethosa	5.8	4.8	Sep-15	FIT	Cornwall
Folly Lane	5.3	4.8	Feb-16	1.3 ROC	Lincolnshire
Gypsum	4.4	4.5	Mar-17	1.2 ROC	Leicestershire
Tollgate Farm	4.6	4.3	Mar-16	1.3 ROC	Warwickshire
Burnaston	14.4	4.1	Jul-11	FIT	Derbyshire
Galton	5.5	3.8	Mar-17	1.2 ROC	Dorset
Thornton Lane	4.1	3.6	Mar-16	1.3 ROC	Leicestershire
Black Bush	6.6	3.4	Jul-12	FIT	Cambridgeshire
Barvills	3.3	3.2	Mar-17	1.2 ROC	Essex
Norton Hall	4.1	2.8	Mar-14	1.6 ROC	Gloucestershire
Hazel	4.3	2.8	Jan & Feb 13	2.0 ROC	Newport
Lount farm	3.3	2.5	Oct-15	1.3 ROC	Leicestershire
Langlands	2.5	2.1	Mar-13	2.0 ROC	Devon
Stantway	2.7	1.8	Mar-14	1.6 ROC	Gloucestershire
Aberporth	2.0	1.4	Mar-15	1.4 ROC	Pembrokeshire
Goshawk	2.0	1.1	Jul 12- Apr 13	FiT	Surrey
Butteriss	2.3	0.8	Mar-Jul 12	FIT	Oxfordshire
Corby	2.2	0.5	Dec-11	FiT	Northamptonshire
Promothames	1.3	0.4	Mar-Jul 12	FiT	Berkshire/Hampshire
<b>Total</b>	<b>764.9</b>	<b>613.00</b>			

### Figure 1: Portfolio Segmentation

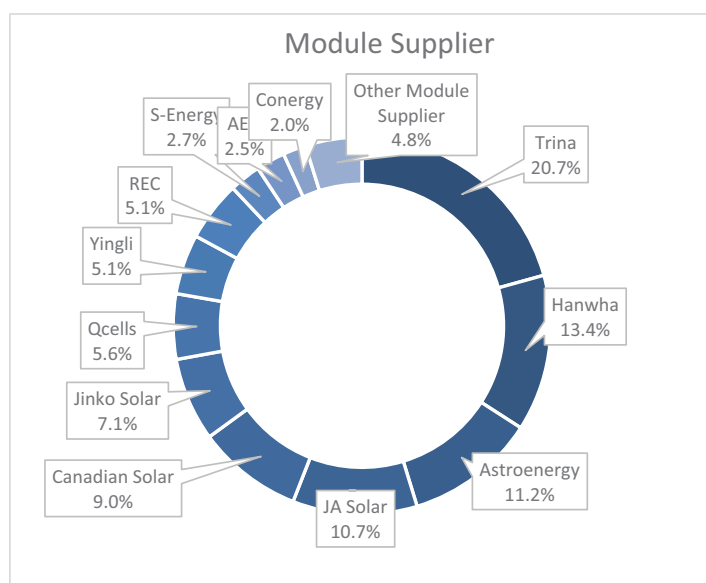
The Portfolio breakdown by revenue type, module suppliers, inverter suppliers and geography as at 31 December 2020 is set out below:

#### *Revenue Type analysis*



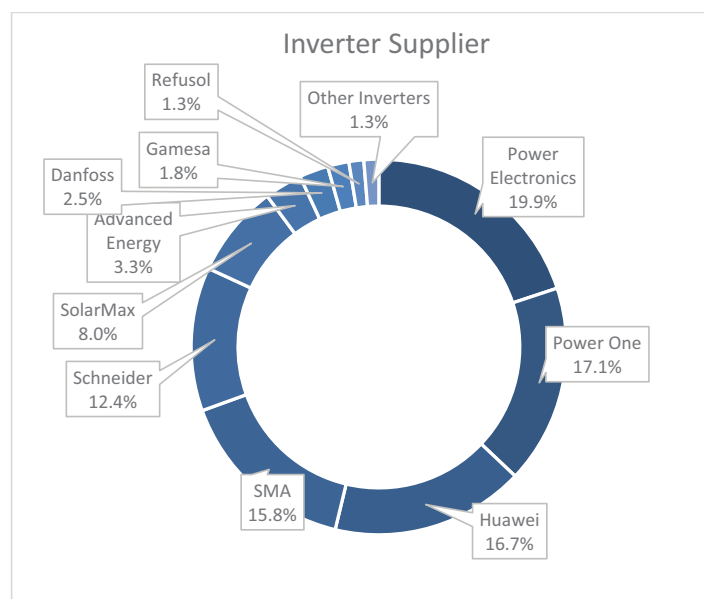
Source: 2020 Interim Report

#### *Module Supplier analysis*



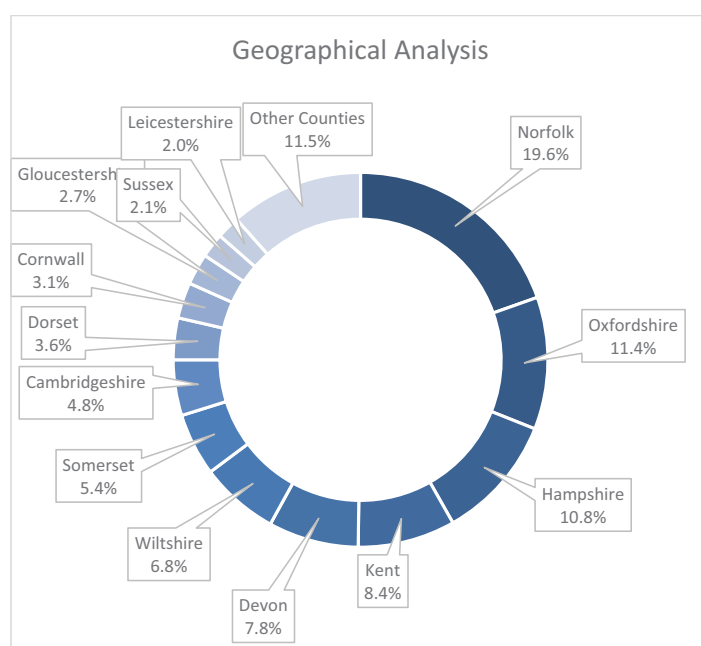
Source: 2020 Interim Report

### *Inverter Supplier analysis*



Source: 2020 Interim Report

### *Location*



Source: 2020 Interim Report

### **Project Revenues**

The Current Portfolio has a diverse range of revenue sources ranging from contracted Feed-in Tariffs, Renewables Obligation Certificates and a variety of wholesale Power Purchase Agreements (PPAs).

The Portfolio's revenue streams in the period to 31 December 2020 (including any ROC recycle estimates for CP 19; the period April 2020 to December 2020) show that the sale of electricity accounted for 34.2 per cent. (unaudited) (June 2020: 39 per cent. (audited)) of the Company's income. Regulated revenues from the sale of FiTs and ROCs for the same period accounted for 65.9 per cent. (unaudited) (June 2020: 61% (audited)).



## PPA Strategy

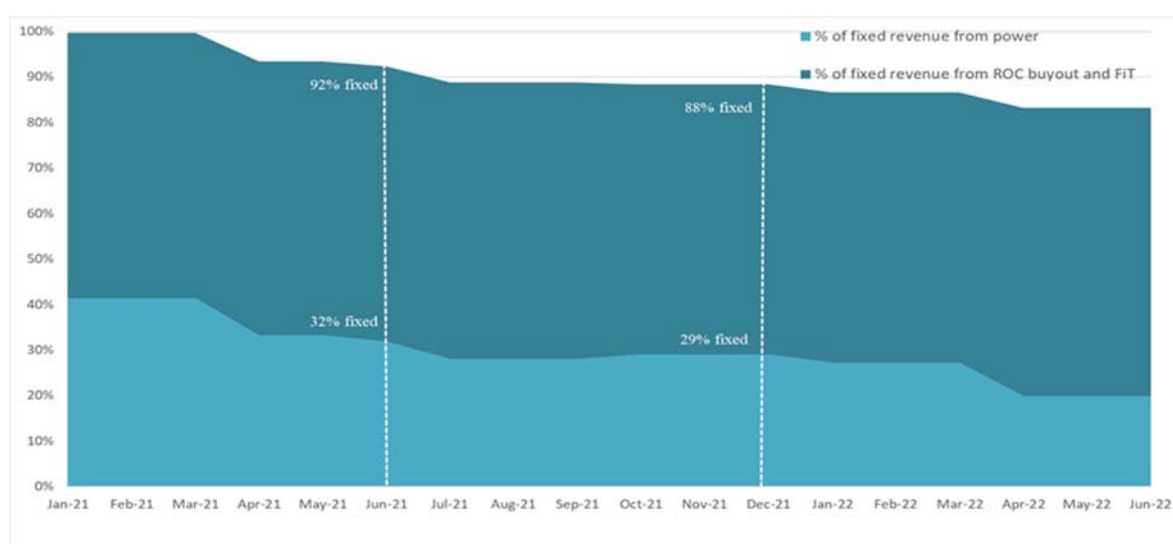
The Company has maintained its strategy of fixing power price contracts, for electricity that is sold to the wholesale market, for periods between 12 and 36 months with the majority of contracts continuing to be struck for a minimum of 18 months. Flexibility to strike PPA tenors of this length is due to the decision by the Company to secure long term amortising debt at portfolio level as opposed to project level.

The Company has continued to implement its approach of fixing power prices evenly throughout the year, in order to mitigate the Company's exposure to seasonal fluctuations and short term events which have the potential to increase volatility in the price of electricity in the UK.

Prices can be agreed up to 3 months in advance of the commencement of the fixing period and PPA counterparties are selected on a competitive basis, but with a focus on achieving value and diversification of counterparty risk.

The graph below shows that as at 31 December 2020 the Company has a price confidence level of c.92 per cent. to June 2021 and c.88 per cent. to December 2021 over its power and subsidy revenue streams.

**Figure 3. Percentage of the Company's revenues fixed as at 31 December 2020 (unaudited)**



Source: 2020 Interim Report

## ASSET SUMMARIES

All the Group's assets are currently solar PV installations, all of which are 100 per cent. owned by the Group.

Summary details of the top 10 assets (representing 50 per cent. by capacity of the Current Portfolio) are set out below, along with the per cent. by capacity of the Current Portfolio that each represents:

### Bradenstoke, 70MWp (11.4 per cent)

Bradenstoke is located in Wiltshire, England. The project has been operational since March 2015 and is accredited under the 1.4 ROC regime. It was constructed by British Solar Renewables and uses Hareon Solar, Canadian Solar, Jinko Solar modules and Power Electronics inverters. It was acquired by the Group in January 2021.

### West Raynham, 50MWp (8.2 per cent)

West Raynham is located in Norfolk, England. The project has been operational since March 2015 and is accredited under the 1.4 ROC regime. It was constructed by MAESSA Telecomunicaciones, Ingenieria, Instalaciones y Servicios S.A. (MAETEL), a subsidiary of Spanish infrastructure

multinational Grupo ACS and uses Trina modules and Power Electronics inverters. It was acquired by the Group in June 2015.

**Southwick, 47.9MWp (7.8 per cent)**

Southwick is located in Hampshire, England. The project has been operational since March 2015 and is accredited under the 1.4 ROC regime. It was constructed by Solar Century and uses JA solar modules and SMA string inverters. It was acquired by the Group in January 2016.

**Elms, 28.9MWp (4.7 per cent)**

Elms is located in Oxfordshire, England. The project has been operational since March 2015 and is accredited under the 1.4 ROC regime. It was constructed by Wirsol Energy and uses Astroenergy modules and SMA string inverters. It was acquired, pre-construction, by the Group in February 2015.

**Hardingham, 20.1MWp (3.3 per cent)**

Hardingham (14.9MWp) and Hardingham Extension (5.2MWp) are located in Norfolk, England. Hardingham has been operational since September 2013 and is accredited under the 1.6 ROC regime, whilst Hardingham Extension has been operation since November 2014 and is accredited under the 1.4 ROC regime. Both projects were constructed by Solar Century and use Hanwha modules and Power One inverters. The plants were acquired, pre-construction, by the Group in September 2013 and November 2014 respectively.

**Pentylands, 19.2MWp (3.1 per cent)**

Pentylands is located in Wiltshire, England. The project has been operational since March 2014 and is accredited under the 1.6 ROC regime. It was constructed by Conergy UK (formerly Wirsol) and uses Astroenergy modules and Power One inverters. It was acquired by the Group in January 2021.

**Hoback, 17.5MWp (2.9 per cent)**

Hoback is located in Hertfordshire, England. The project has been operational since November 2014 and is accredited under the 1.6 ROC regime. It was constructed by Solar Century and uses Jinko Solar modules and SolarMax inverters. It was acquired, pre-construction, by the Group in June 2014.

**Littlebourne, 18.0MWp (2.8 per cent)**

Littlebourne is located in Kent, England. The project has been operational since October 2014 and is accredited under the 1.4 ROC regime. It was constructed by Vogt Solar and uses Hanwha modules and Schnieder inverters. It was acquired by the Group in January 2016.

**Goosewillow, 16.9MWp (2.8 per cent)**

Goosewillow is located in Oxfordshire, England. The project has been operational since December 2013 and is accredited under the 1.6 ROC regime. It was constructed by Ikaros Solar and uses Yingli and Trina modules and SMA inverters. It was acquired, pre-construction, by the Group in August 2013.

BSL provides asset management services to each of the above projects and operations and maintenance services are provided by BOL, except for Bradenstoke where operations and maintenance services are provided by British Solar Renewables.

**The Wind Portfolio**

The Company has entered into a conditional sale and purchase agreement to acquire a portfolio of 109 small scale onshore wind turbines located in the UK (the **Wind Portfolio**) for an aggregate consideration of £60 million (including working capital) from Arena Capital Partners Limited, a large-scale owner-operator of small to medium scale wind turbines (the **Wind Portfolio Acquisition**). The sale and purchase agreement is conditional upon the Company obtaining the necessary financing to complete the Wind Portfolio Acquisition.

The Wind Portfolio Acquisition which is unlevered, is expected to be accretive to the Company's target dividend. In addition, the acquisition has been structured to provide the Company with the opportunity to re-power 17 of the wind turbines comprised within the Wind Portfolio. Each of these 17 wind turbines is located in Northern Ireland and the ability of the Company to re-power such turbines is conditional upon each turbine respectively receiving the necessary planning, regulatory and construction consents, which have already been received in respect of five of the wind turbines. In the event that all 17 turbines were to be re-powered, the generation of the Wind Portfolio is expected to increase by approximately 40 per cent. and would result in a very positive increase to the level of renewable energy the Wind Portfolio currently delivers. By completing the re-powering of all 17 turbines, there is the potential for the Company to further invest approximately £35 million in the Wind Portfolio. As such, the total potential investment in the Wind Portfolio could increase to approximately £95 million.

Following the widening of the Company's investment mandate in July 2020 to permit the Company to make investments in wind opportunities, the Wind Portfolio Acquisition represents an excellent strategic fit for the Company. Completion of the Wind Portfolio Acquisition would immediately provide the Company with a very diverse geographical presence in the UK onshore wind market with projects across England (62), Northern Ireland (29), Scotland (11) and Wales (7).

In addition to geographic diversity, another very attractive feature of the Wind Portfolio Acquisition is the highly regulated revenue stream which the Wind Portfolio benefits from. This is driven from the fact that the projects within England, Scotland and Wales are all FIT accredited, whilst those in Northern Ireland have been accredited under its Renewable Obligation Scheme (RO Scheme) with a tariff of four Renewable Energy Certificates. The projects benefit from subsidies for 20 years from accreditation and so last until 2034-2037. As a result of these accreditations, total revenue from the Wind Portfolio is over 90 per cent. subsidised. The remaining revenue, being less than 10 per cent. of income, is received from power sales which is sold under 15 year power purchase agreements with Power NI that have optionality of either receiving a floating or fixed price for power.

Beyond the attractive income producing aspects of the Wind Portfolio Acquisition, the highly regulated revenue stream is highly complementary to the Company's subsidy free ambitions and the management of merchant power prices in the new build opportunities which the Company is developing, and which are fundamental in supporting the UK government meeting its net zero targets.

Summary details of the Wind Portfolio (including by geography) are set out below:



WIND PORTFOLIO			
Manufacturer	Output (kW)	Number of Turbines	Total output (kW)
WTN	250	14	3,500
Vestas	225	6	1,350
Endurance	225	16	3,600
Endurance	180	1	180
Endurance	55	72	3,960
<b>Total</b>		<b>109</b>	<b>12,590</b>

### Further Investments

With the backdrop of the significant historic and expected growth in the renewables energy infrastructure market in the UK (as set out in Part III of this Prospectus) and the significant expected contributions of wind and solar PV technologies towards new renewable power capacity installations, the Company expects to have significant opportunities to expand its portfolio through the acquisition of further investments meeting the requirements of the Company's investment policy.

The Company has two primary routes to further acquisitions: (i) acquisitions of secondary, operational assets; and (ii) payments to contractors throughout the construction phase, taking over the asset post grid connection.

Falling construction costs are leading to projects being developed without recourse to government subsidies as subsidy free projects have now become viable across Europe, particularly with less debt within the capital structure and the ability to deploy hedging strategies to address power price risk. The Company's proprietary solar development pipeline of over 600MWp, facilitated through agreements with a number of development partners, means it is well placed to grow its portfolio organically too.

## Financing arrangements in relation to the Current Portfolio

### Portfolio Level Financing

The Group has put in place long term structural portfolio level financing by way of the Long Term Facility which is provided by Aviva Investors in two tranches and is held by the Company's wholly-owned subsidiary, BSIFIL:

Loan	Original Amount (September 2016)	Current Amount (March 2021)	Tenor	Cost
Fixed	£121.5m	£99.9m	Fully amortising over 18 years to 2034, sculpted to cash flows	All in cost of 287.5bps
Index-Linked	£65.5m	£60.2m	Fully amortising over 18 years to 2034, sculpted to cash flows	RPI plus 70bps
<b>Total</b>	£187.0m	£160.0m		

Loan	Original Amount (August 2020)	Current Amount (June 2021)	Tenor	Cost
Fixed	£110m	£110m	3 year term loan to 2023, 75% hedged over 18 years to 2038 at a swap rate of 0.31%	All in cost of 3 year loan c. 1.40%

The Aviva Investors Long Term Facility is secured against c.400 MWp of assets held directly by BSIFIL.

### Project level debt

Below the Company's wholly-owned subsidiary, BSIFIL, there are two further tranches of debt within the Company's structure.

These consist of a three year term loan, with a maturity of September 2023, of £110 million held by New Road Solar 2 Limited with NatWest Markets plc and one small project finance loan of £10.3 million, provided by BayernLB and fully amortising until maturity in 2029 which is secured against the Durrants project, a 5 MWp FiT plant located on the Isle of Wight.

The three year term loan provided by NatWest Markets plc has been 75 per cent. initially hedged over 18 years, at a swap rate of 0.31%, in order to secure an all in cost of c1.41% over the tenor of the loan as well as certainty over long term swap rates in the event of a re-financing at or before maturity.

The NatWest term loan is secured against 139MWp of PV assets held by New Road 2 Solar Limited.

### Overall Gearing

As at the publication date of this Prospectus, including amounts drawn under the RCF, the Group had £370 million of outstanding debt, which is equal to 45 per cent. of Gross Asset Value (unaudited).



## Valuations

The Investment Adviser is responsible for advising the Board in determining the Directors' Valuation and, when required, carrying out the fair market valuation of the Company's investments.

Valuations are carried out on a six-monthly basis as at 31 December and 30 June each year with the Company committed to conducting independent reviews as and when the Board believes it benefits the Shareholders to do so (in the period 2013-2019 two independent valuation reviews were commissioned).

As the Portfolio comprises only non-market traded investments, the Investment Adviser has adopted valuation guidelines based upon the IPEV Valuation Guidelines as adopted by Invest Europe (formerly known as the European Venture Capital Association), application of which is considered consistent with the requirements of compliance with IFRS 9, IFRS 10 and IFRS 13.

Fair value for each investment is derived from the present value of the investment's expected future cash flows, using reasonable assumptions and forecasts for revenues and operating costs, and an appropriate discount rate. The Investment Adviser will exercise its judgement in assessing the expected future cash flows from each investment. Each SPV will produce detailed financial models and the Investment Adviser will take, *inter alia*, the following into account in its review of such models and will make amendments where appropriate:

- the terms of any financing;
- the terms of any material contracts;
- asset performance to date;
- recent market transactions;
- opportunities for adjusting borrowings;
- changes in regulation or law;
- claims or other disputes or contractual uncertainties; and
- changes to key assumptions

The Administrator, in conjunction with the Investment Adviser, will calculate the Net Asset Value and the Net Asset Value per Ordinary Share as at the end of each quarter of the Company's financial year and report such calculation to the Board.

The Board will approve each quarterly Net Asset Value calculation. These calculations will be reported quarterly to Shareholders and reconciled in the Company's annual report. The Net Asset Value will also be announced as soon as possible on a Regulatory Information Service, by publication on the Company's website, [www.bluefieldsif.com](http://www.bluefieldsif.com), and on [www.londonstockexchange.com](http://www.londonstockexchange.com). The Company may delay public disclosure of the Net Asset Value to avoid prejudice to its legitimate interests, provided that such delay would not be likely to mislead the public and the Company has put in place appropriate measures to ensure confidentiality of that information. Any delay in the public disclosure of the Net Asset Value will be announced as soon as possible via a Regulatory Information Service.

All calculations will be based, in part, on valuation information provided by the SPVs. Although the Administrator and the Investment Adviser, as appropriate, will evaluate the information and data provided by the SPVs, they may not be in a position to confirm the completeness, genuineness or accuracy of such information or data, nor may such information be up to date by the time it has been received by the Company. Shareholders should bear in mind that the actual Net Asset Values may be materially different from the quarterly estimates.

The Board may determine that the Company shall temporarily suspend the determination of the Net Asset Value per Ordinary Share when the prices of any investments owned by the Group cannot be promptly or accurately ascertained; however, in view of the nature of the Company's proposed investments, the Board does not envisage any circumstances in which valuations will be suspended.

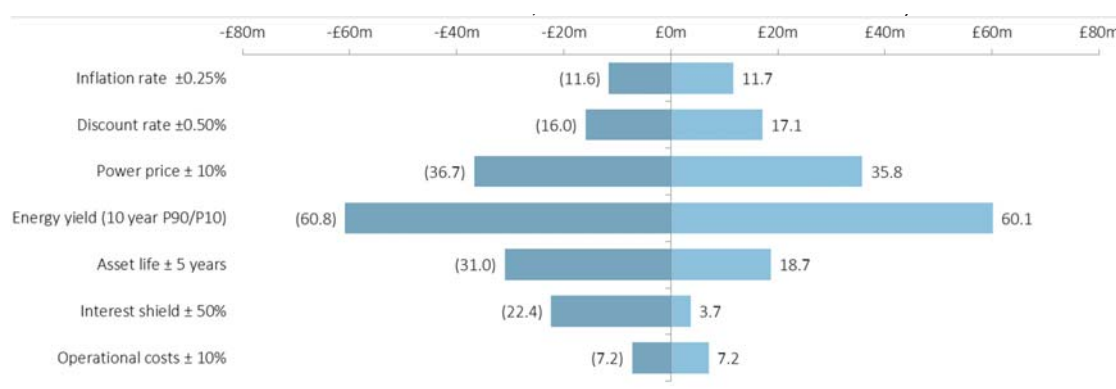
### NAV Sensitivities (30 June 2020)

A variance of +/- 0.25 per cent. is considered to be a reasonable range of alternative assumptions for discount rate with +/- 0.50 per cent. in relation to inflation. The base case long term RPI assumption is 3.0 per cent until 2024 and thereafter at 2.75 per cent.

Base case energy yield assumptions are P50 (50 per cent. probability of exceedance) forecasts produced by expert consultants based on long term irradiation data. The P90 (90 per cent. probability of exceedance over a 10 year period) and P10 (10 per cent. probability of exceedance over a 10 year period) sensitivities reflect the future variability of irradiation and the uncertainty associated with the long term data source being representative of the long term mean.

Long term power price forecasts are provided by three leading market consultants, updated quarterly with the blended forecast used within the 31 December Directors' Valuation, implying a compound annual growth rate, in real terms from 2021, over the 30 year forecast of -0.02% per annum.

The sensitivity below assumes a 10 per cent. increase or decrease in power prices relative to the base case for every year of the asset life, which is relatively extreme (a 10 per cent. variation in short term power prices, as reflected by the forward curve, would have a much lesser effect).



## PART V

### DIRECTORS, MANAGEMENT AND ADMINISTRATION

#### Directors

The Company is categorised as an internally managed non-EU and non-UK alternative investment fund for the purposes of the UK AIFMD Laws and the EU AIFM Directive and the Board is responsible for the determination of the Company's investment objective and investment policy and has overall responsibility for the Company's activities including the review of investment activity and performance.

As at the date of this document, there are five Directors of the Company. They are all non-executive and are all independent of the Investment Adviser. Details of each of the Directors are set out below.

#### *John Rennocks (Chairman)*

John Rennocks was appointed as non-executive Chairman of the Company on 12 June 2013 and is also Chairman of Utilico Emerging Markets Trust plc, an investor in infrastructure and related assets in emerging markets. He recently retired from AFC Energy plc, a developer and manufacturer of alkaline fuel cells. He has broad experience in emerging energy sources, support services and manufacturing. Mr Rennocks previously served as a non-executive director of Greenko Group plc, a developer and operator of hydro and wind power plants in India, non-executive deputy chairman of Inmarsat plc, a non-executive director of Foreign & Colonial Investment Trust plc, as well as several other public and private companies, and as Executive Director-Finance for Smith & Nephew plc, Powergen plc and British Steel plc/Corus Group plc. Mr Rennocks is a Fellow of the Institute of Chartered Accountants of England and Wales.

#### *John Scott (Senior Independent Director)*

John Scott was appointed as a non-executive director of the Company on 12 June 2013 and is a former investment banker who spent 20 years with Lazard and is currently a director of several investment trusts. Mr Scott has been Chairman of Impax Environmental Markets plc since May 2014 and Chairman of Alpha Insurance Analysts since April 2013. In May 2017, he was appointed Chairman of Jupiter Emerging and Frontiers Income Trust plc. In June 2017, he retired as Chairman of Scottish Mortgage Investment Trust PLC after 8 years and, until the company's sale in March 2013, he was Deputy Chairman of Endace Ltd. of New Zealand. In February 2019, he was appointed Chairman of the Guernsey registered fund JP Morgan Global Core Real Assets Ltd, which undertook a successful IPO on The London Stock Exchange in September 2019. He has an MA in Economics from Cambridge University and an MBA from INSEAD. He is also a Fellow of the Chartered Insurance Institute.

#### *Paul Le Page (Chairman of the Audit Committee)*

Paul Le Page was appointed as a non-executive director of the Company on 12 June 2013 and is a former executive director and Senior Portfolio Manager of FRM Investment Management Limited, a subsidiary of Man Group, and holds non-executive directorships at a number of London Stock Exchange listed investment funds. Mr. Le Page is Audit Committee Chair of UK Mortgages Limited and RTW Venture Fund Limited and was previously Audit Committee Chair of Thames River Multi Hedge PCC Limited and Cazenove Absolute Equity Limited. Mr. Le Page has 17 years' Audit Committee experience within the closed end investment fund sector and has a broad-based knowledge of the global investment industry and product structures. Mr Le Page graduated from University College London and later received an MBA from Heriot Watt University in Electrical and Electronic Engineering and qualified as a Chartered Electrical Engineer whilst leading the development of robotic immunoassay equipment. He obtained an MBA from Heriot Watt University in 1999 which he used to switch from industrial R&D to investment research.

#### *Laurence McNairn*

Laurence McNairn was appointed as a non-executive director of the Company on 1 July 2013. He was a founding director and co-owner of Heritage International Fund Managers Limited from 2006 where he was responsible for the operational delivery and client relationship management for a number of key relationships. Prior to his time with the Heritage Group, Laurence was a director of Guernsey International Fund Managers Limited, a Baring Asset Management Group company.

During his career with Heritage and Barings he held board appointments with a number of prominent fund management groups with a particular focus on private equity, infrastructure, property and alternative investment funds. Prior to his career in fund management and administration Laurence was the Finance Director of an industrial electronics manufacturing company which was a subsidiary of a UK plc. Prior to this he worked in professional practice with KPMG. He is a member of the Institute of Chartered Accountants of Scotland and holds a degree in Accountancy and Operational Research from Strathclyde University.

#### *Meriel Lenfestey*

Meriel Lenfestey was appointed as a non-executive director of the Company on 1 April 2019. Ms Lenfestey founded Flow Interactive in 1997, a London based Customer Experience Consultancy providing creative strategic and tactical expertise across all sectors embracing digital transformation. Since exiting the business in 2016 she has held a portfolio of non-executive director and advisory roles across Energy, Telecoms, Transport, Infrastructure, Technology, E-gaming, Entrepreneurial Support and local charities. She is Chair of Gemserv, a provider of consultancy and governance services helping the Energy and Health markets embrace technology-driven change and deliver large programmes effectively; Senior Independent Director at Jersey Telecom who are leading the world in full fibre, delivering innovative global IOT (Internet of Things) services and providing local data and voice services; as well as holding non-executive director roles at International Public Partnerships (FTSE 250 INPP) and Aurigny Air Services. She has an MA in Computer Related Design from the Royal College of Art, a Financial Times Non-Executive Director Diploma and is a Fellow of the RSA.

The business address of the Directors is the registered office of the Company.

### **Management**

The Company is categorised as an internally managed non-EU and non-UK alternative investment fund for the purposes of the UK AIFMD Laws and the EU AIFM Directive. As such the Board retains overall responsibility for the Company's activities including risk management and portfolio management.

The Directors may delegate certain functions to other parties such as the Investment Adviser, the Administrator and the Registrar. In particular, the Directors have delegated responsibility for day to day management of the assets comprised in the Company's portfolio to the Investment Adviser, but all investment decisions will be taken by the Board, having regard to advice from the Investment Adviser. The Directors also have responsibility for exercising overall control and supervision of the Investment Adviser.

### **Corporate Governance**

The Board recognises the importance of sound corporate governance, particularly the requirements of the AIC Code. Except to the extent highlighted below, the Company is currently complying with the AIC Code.

The Company has been a member of the AIC since 15 July 2013. The Board has considered the principles and provisions of the AIC Code. The AIC Code provides a 'comply or explain' code of corporate governance and addresses all the principles set out in the UK Corporate Governance Code as well as setting out additional principles and recommendations on issues that are of specific relevance to investment companies such as the Company. The Board considers that reporting against the principles and recommendations of the AIC Code provides better information to Shareholders.

The GFSC issued a Guernsey Code which came into effect on 1 January 2012. The introduction to the Guernsey Code states that "Companies which report against the UK Code or the AIC Code of Corporate Governance are also deemed to meet this Code". Therefore, AIC members which are Guernsey-domiciled and which report against the AIC Code are not required to report separately against the Guernsey Code.

As all the Directors, including the Chairman, are non-executive and independent of the Investment Adviser, the Company has not established a nomination committee, remuneration committee or a management engagement committee, which is not in accordance with the AIC Code. The Board is satisfied that as a whole, any relevant issues can be properly considered by the Board.

### *Audit Committee*

The Company's Audit Committee, comprising all the Directors, meets formally at least twice a year and is chaired by Paul Le Page. The main duties of the Audit Committee are:

- monitoring the integrity of the financial statements of the Company and any formal announcements relating to the Company's financial performance and reviewing significant financial reporting judgements contained in them;
- reporting to the Board on the appropriateness of the Board's accounting policies and practices including critical judgement areas;
- reviewing the valuation of the Company's investments prepared by the Investment Adviser, and making a recommendation to the Board on the valuation of the Company's investments;
- meeting regularly with the Auditor to review their proposed audit plan and the subsequent audit report and assess the effectiveness of the audit process and the levels of fees paid in respect of both audit and non-audit work;
- making recommendations to the Board in relation to the appointment, re-appointment or removal of the Auditor and approving their remuneration and the terms of their engagement;
- monitoring and reviewing annually the Auditor's independence, objectivity, expertise, resources, qualification and non-audit work;
- considering annually whether there is a need for the Company to have its own internal audit function;
- keeping under review the effectiveness of the accounting and internal control systems of the Company;
- reviewing and considering the UK Corporate Governance Code, the AIC Code, the FRC Guidance on Audit Committees and the Company's institutional investors' commitment to the UK Stewardship Code; and
- reviewing the risks facing the Company and monitoring the risk matrix.

The Audit Committee is required to report formally to the Board on its findings after each meeting on all matters within its duties and responsibilities.

### *Other committees*

As noted above, the Board fulfils the responsibilities typically undertaken by a nomination committee and a remuneration committee. The Board as a whole also fulfils the functions of a management engagement committee and reviews the actions and judgments of the Investment Adviser and also the terms of the Investment Advisory Agreement.

### *Directors' Share dealings*

The Board has adopted and implemented a dealing code for Directors and other PDMRs which imposes restrictions on conducting transactions in the Company's securities beyond those imposed by law. Its purpose is to ensure that the Directors, other PDMRs and their closely associated persons do not abuse, and do not place themselves under suspicion of abusing, inside information that they may be thought to have, in particular during periods leading up to an announcement of the Company's results.

### **The Investment Adviser**

The Investment Adviser is a limited liability partnership registered in England (registered number: OC348071) with its principal place of business at 6 New Street Square, London EC4A 3BF and is authorised and regulated by the Financial Conduct Authority under number 507508. The Investment Adviser has been appointed pursuant to the Investment Advisory Agreement, which is summarised in paragraph 6(a) of Part XI of this document.

The Investment Adviser was founded by James Armstrong and Giovanni Terranova in 2009, alongside Mike Rand, following their prior work in European renewable energy. James and Giovanni run Bluefield's business, alongside Neil Wood, who joined Bluefield in 2013 and was made a partner in 2020. James, Giovanni and Neil are supported by an experienced executive team working from the London office.

James and Giovanni have been involved in over c.£4 billion of solar PV deals in both the UK and Europe, including over £1.03 billion of solar PV transactions in the UK since December 2011 including the Company.

Brief biographies of James, Giovanni and Neil are set out below.

### ***James Armstrong***

James Armstrong is a founder of the Investment Adviser and is one of the two managing partners. James has been involved in over €1.3 billion of UK and European energy transactions and over €570 million portfolio third-party financing at, and prior to founding, Bluefield. He led the IPO of the Company in 2013 and has been on the board of Holdco since 2013. As a managing partner of the Investment Adviser, James has a primary responsibility to drive the strategic direction of the Investment Adviser and the Company. James has worked in renewable energy since 2006 and solar energy investment funds since 2007.

Prior to founding Bluefield, James was a director at Foresight Group where, from 2006, he was involved in the establishment of its first renewable energy fund and its first specialised solar energy fund. It was at Foresight that James first worked with the other founding partners of Bluefield, Mike Rand and Giovanni Terranova. He has worked in finance since 2002. James has a BA (Hons) in History from Newcastle University, England.

### ***Giovanni Terranova***

Giovanni Terranova is a founder of the Investment Adviser and is one of the two managing partners. He is an energy finance specialist having worked in banking, advisory and private equity since 2000, with a particular focus on energy and renewables since 2005. Giovanni has participated in the funding of c.€8.5 billion of energy transactions globally. He has been involved in more than €1.4 billion of UK and European solar energy transactions at, and prior to founding, Bluefield. Giovanni has played a leading role in BSIF strategy since its IPO, with a focus on portfolio management, portfolio financing and investment.

His previous responsibilities include investment director at Foresight Group. It was at Foresight that Giovanni first worked with the other founding partners of Bluefield, James Armstrong and Mike Rand. Giovanni previously worked in the Energy Group at Fortis Bank where he focussed on renewable energies and was instrumental in establishing the bank's competence centre in solar energy. Giovanni has served as board member of various solar energy companies in Italy, the Netherlands and the UK.

### ***Neil Wood***

Neil is a partner at Bluefield and oversees UK investing, financing, performance and reporting of Bluefield's solar portfolios and their associated funds. Since joining Bluefield in 2013, he has been involved in over €800 million of UK solar deals and arranged in excess of €500 million of both short- and long-term 3rd party financing. Neil has responsibility for the Bluefield finance teams' reporting activity to the Board and is part of the senior team responsible for delivering the Company's annual and interim results.

Prior to joining Bluefield, Neil worked at 3i for 4 years where he was involved with 3i's portfolio companies and the operational accounting across 3i's private equity portfolio. Neil has a BSc in Chemistry from Bristol University, is a Chartered Accountant and has experience in investments, realisations, re-financing and re-structuring. He has worked in Finance since 2004.

Bluefield's non-executive team includes William Doughty, the founding CEO of Semperian; Dr. Anthony Williams, the former chair of the Risk Committee for the Fixed Income, Currencies & Commodities Division, and Partner, at Goldman Sachs & Co; Jon Moulton, the current chairman of Better Capital and former managing partner and founder of Alchemy Partners and Mike Rand, a founding managing partner of Bluefield.

### **Investment Committee**

The Investment Adviser's Investment Committee comprises William Doughty (Chairman), Dr. Anthony Williams, James Armstrong, Giovanni Terranova and Mike Rand. The committee members have a combined experience of over £9.5 billion of large scale infrastructure investments and have



extensive experience of the acquisition and disposal of large scale infrastructure. Key sector experience includes renewable energy, conventional energy and social infrastructure.

***William Doughty (Chair of the Investment Committee)***

William Doughty is a partner in Bluefield and is chairman of the Investment Committee. He is an infrastructure and fund management specialist. He is the former founding executive chairman of Semperian Group, the largest PPP ("Public Private Partnership") investor in Europe at the time, managing a GBP 1.4 billion infrastructure fund, with 106 projects under management. William was a former board director of Land Securities Trillium, responsible for its Infrastructure and PPP activities. He was personally responsible for the establishment, management and sale of the Secondary Market Infrastructure Fund to Land Securities. He was previously responsible for the management and realisation of a GBP 3 billion infrastructure portfolio for Abbey National.

William's previous board positions include Land Securities Trillium, Sydney Airport, Macquarie's Airport Group and Portsmouth Water. He has been an investor in solar energy funds managed by Bluefield executives prior to, and since, Bluefield was established.

***Dr. Anthony Williams***

Anthony Williams is a partner in Bluefield and the chairman of Bluefield Partners LLP. He is a financial risk management specialist. He was formerly a partner and managing director at Goldman Sachs & Co. where he worked for over 10 years. During his time at Goldman Sachs, he was responsible for building the firm's Fixed Income Arbitrage and Swaps businesses. In addition to his positions as Global Head of Fixed Income Arbitrage and Global Co-Head of Swaps, during his tenure Anthony took responsibility for managing risk across the firm's global Fixed Income, Currency and Commodities trading activities as Chair of the Risk Committee for the Fixed Income, Currency and Commodities Division.

Previously, he held a Research Fellowship in Radio Astronomy at St John's College Cambridge where he was Director of Studies in Mathematics for Natural Sciences. Anthony has a BA, MA and PhD from Cambridge University where he studied Physics.

***James Armstrong*** – see above

***Giovanni Terranova*** – see above

***Mike Rand***

Mike Rand is a founder and partner of Bluefield, a director of BSL, and founder and Managing Director of Blueshore, an independent Australian based renewable energy asset management services business. From 2009 to 2020 Mike was a Managing Partner of Bluefield where he took responsibility for overseeing the firm's investment activities including leading the deployment of the Company. Mike has worked in investment and finance since 1999, with energy sector experience dating from 2002. Mike has participated in the financing of energy and infrastructure transactions with a total value of circa €2 billion across Europe, America and Africa, including a significant number of transactions in solar PV in the UK and Europe. In particular, Mike has been involved in over €1 billion of UK and European solar energy transactions.

Prior to founding Bluefield, Mike was investment director for Foresight Group, taking leading roles in equity investment and project financing in Italy and Spain for Foresight's first investments into the solar energy sector. Mike previously worked as Principal Banker in the Energy Group at the European Bank for Reconstruction and Development, with a particular focus on renewable energy; and as Investment Associate at Actis Capital LLP, formerly CDC Group. During his career Mike has taken responsibility for the management of several equity portfolios in the energy sector and his experience includes project mergers, exits and restructurings. Mike has served as Board Director on a number of UK and Australian based solar energy asset companies as well as for a number of Bluefield group businesses. Mike has an MA in Economics from Cambridge University and has presented at several international renewable energy conferences.

## **Other Partners**

### ***Jon Moulton***

Jon Moulton is a partner in Bluefield Partners LLP and brings over 30 years' specialist experience in private equity investing. He is currently the Chairman of Better Capital, founded in 2009. This followed 13 years as the founding managing partner of Alchemy Partners, where he was responsible for building the business to become a leading UK private equity investor, and investing over GBP 2 billion with a focus on turnaround and distressed assets.

Jon's prior responsibilities included his role as director at Apax Partners, managing partner at Schroder Ventures, and managing director at Citicorp Venture Capital. He is a qualified Chartered Accountant and is a well known representative of the private equity industry and has been a source of government and media consultation on wide ranging private equity and tax issues. He is chairman of FinnCap, the stockbrokers. He has also been appointed a member of the advisory board for the £1.4 billion UK Regional Growth Fund.

Jon does not have any day-to-day involvement in the running of Bluefield Partners LLP.

## **Selected senior executives**

The partners are backed by an experienced, dedicated team of investment and administrative professionals working out of the London office. The team previously worked for major European and UK based energy utilities, renewable energy investment funds, developers and EPC and generalist private equity firms.

## **Track Record**

The Investment Adviser has been operating in the UK solar market since its establishment in 2009 and in 2011 acquired one of the first large-scale solar plants to be developed and constructed in the UK market. When the Investment Adviser established the Company it was the first large scale solar focused fund to be listed on the London Stock Exchange. The Investment Adviser has been involved in c.£4 billion renewable funds and/or transactions in both the UK and Europe, including £1.03 billion in the UK since December 2011.

## **Investment process and strategy**

Through its track record of investment in the UK solar energy market the Investment Adviser has developed a rigorous approach to investment selection, appraisal and commitment. This investment process is based upon repeat transaction experience with specialist advisors; application of standardised terms which have been developed and refined based upon direct experience of operating solar assets; and through a rigorous internal approval process prior to issuing investment recommendations. All investment recommendations by the Investment Adviser (including investment and divestment recommendations) are subject to review and approval by the Company's experienced Board of Directors.

### *Repeat transaction experience with specialist advisors*

The Investment Adviser has worked with legal, technical, insurance and accounting advisors in each of the transactions it has executed in the UK market. This direct experience has enabled it to develop an understanding of key areas of competence to address specific issues; for example, identifying specific individuals who are expert in advising in specific detailed technical aspects of a project. Through this direct specialist experience the Investment Adviser is able to source relevant expertise to address project issues both during and following a transaction.

### *Application of standardised terms developed based upon direct experience*

The Investment Adviser has developed standardised terms which have been specifically tested by reference to real transaction and project operational experience. Whilst contract terms are specifically negotiated and tailored for each individual project, solar project contracts applied by the Investment Adviser typically have specific protections from the construction contractor regarding recovery of revenue losses for underperformance and obligations for correction of defects. Both such provisions have been specifically exercised by Bluefield giving it direct experience in activating contractual protections.

### *Rigorous internal approval process*

All investment recommendations issued to the Company, and all investment recommendations made in relation to previous transactions of the Investment Adviser, are made following the formalised review process described below:

#### 1) Investment origination and review by Managing Partners

Before incurring costs in relation to the preparation of a transaction a project is concept reviewed by the Investment Adviser's Managing Partners, following which a letter of interest or memorandum of understanding is issued and project exclusivity is secured.

#### 2) Director Concept Approval

In the event that material costs are to be incurred in pursuing a transaction a concept paper is issued by the Investment Adviser for review by the Directors of the Company. This concept review fixes a project budget as well as confirming the project proposal is in line with the Company's investment policy and strategy.

#### 3) Due diligence

In addition to applying its direct commercial experience in executing solar PV project acquisitions and managing operational solar plants, the Investment Adviser engages legal, technical and, where required, insurance and accounting advisors to undertake independent due diligence in respect of a project. Where specialist expertise is required due to project specificities, the Investment Adviser has experience in identifying relevant experts.

#### 4) Bluefield Investment Committee

Investment recommendations issued by the Investment Adviser and the Holdco Board are made following the submission of a detailed investment paper to Bluefield's Investment Committee. Bluefield's Investment Committee operates on the basis of unanimous consent and has a track record of making detailed evaluation of project risks. The investment paper submitted to Bluefield's Investment Committee will disclose all interests which the Investment Adviser and any of its affiliates may have in the proposed transaction.

#### 5) Holdco Board recommendation

Following approval by Bluefield's Investment Committee, investment recommendations are issued by the Investment Adviser to the Holdco Board for review prior submission to the Board of the Company. The Holdco Board consists of two directors from the Investment Adviser and John Rennocks and John Scott. The Holdco Board will review the investment recommendation, and if appropriate, will recommend the investment recommendation by the Investment Adviser to the Board of the Company.

#### 6) Company Board Approval

Following approval by Bluefield's Investment Committee, investment recommendations are issued by the Investment Adviser to the Group for review by the Board of the Company. The Board undertakes detailed review meetings with the Investment Adviser to assess the project prior to determining any approval. The Board's approval is required in order for a transaction to be approved. If the Board approves the relevant transaction, the board of directors of each of the relevant Group companies will have the authority to implement the investment decision made by the Board, within the parameters agreed by the Board, and the Investment Adviser is authorised to execute the transaction in accordance with the Investment Adviser's recommendation and any condition stipulated in the Board's approval.

#### 6) Closing Memorandum

Prior to executing the transaction the Investment Adviser completes a closing memorandum confirming that the final transaction is in accordance with the terms presented in the investment paper to the Investment Committee, detailing any material variations and outlining how any conditions to the approval of the Investment Committee and/or Board approval have been addressed. This closing memorandum is countersigned by an appointed member of the Investment Committee prior to closing of the transaction.

## **Conflicts of interest**

The Investment Adviser and any of its members, directors, officers, employees, agents and connected persons, and any person or company with whom they are affiliated or by whom they are employed (**Interested Parties**) may be involved in other financial, investment or other professional activities which may cause potential conflicts of interest with the Company and its investments. Interested Parties may provide services similar to those provided to the Group to other entities and will not be liable to account for any profit earned from any such services. In particular BSL, a company under common control with the Investment Adviser, provides asset management services to the Group, BOL, a direct subsidiary of BSL, provides operations and maintenance services to the Group, and BRD, another direct subsidiary of BSL, which identifies potential development projects for funding and acquisition by the Group.

The Investment Adviser and its directors, officers, employees and agents will at all times have due regard to their duties owed to members of the Group and where a conflict arises they will endeavour to ensure that it is resolved fairly. Subject to the arrangements explained above, the Company may (directly or indirectly) acquire securities from or dispose of securities to any Interested Party or any investment fund or account advised or managed by any such person. An Interested Party may provide professional services to members of the Group (provided that no Interested Party will act as auditor to the Company) or hold Shares and buy, hold and deal in any investments for their own accounts, notwithstanding that similar investments may be held by the Group (directly or indirectly).

An Interested Party may contract or enter into any financial or other transaction with any member of the Group or with any shareholder or any entity, any of whose securities are held by or for the account of the Group, or be interested in any such contract or transaction. Furthermore, any Interested Party may receive commissions to which it is contractually entitled in relation to any sale or purchase of any investments of the Group effected by it for the account of the Group, provided that in each case the terms are no less beneficial to the Group than a transaction involving a disinterested party and any commission is in line with market practice.

The Directors have noted that the Investment Adviser has other clients and have satisfied themselves that the Investment Adviser has procedures in place to address potential conflicts of interest.

## **Other arrangements**

### *Asset management services*

Bluefield Services Limited (**BSL**), a company under control of the Investment Adviser, has been or will be appointed to provide asset management services to each SPV pursuant to standalone asset management agreements entered into between BSL and each SPV.

The asset management services provided by BSL to each SPV cover three main areas: (i) project operation and monitoring services, (ii) financial management and reporting services, and (iii) loan administration.

### *Operations and Maintenance Services*

Bluefield Operations Limited (**BOL**), a direct subsidiary of BSL, has been or will be appointed to provide operations and maintenance services to a number of the SPVs pursuant to standalone operations and maintenance agreements entered into between BOL and each SPV.

### *Project Development Services*

Bluefield Renewable Developments Limited (**BRD**), a direct subsidiary of BSL, has an initial 12 month development agreement with New Road Solar Limited (an intermediary holding company within the Company's structure) to source and manage solar PV and battery development opportunities for the Company. This agreement entitles BRD to a small monthly fee as well as a minority equity holding in all projects that it proposes and are accepted by the Company. This agreement also includes an offset mechanism where spend on failed projects is deducted from any sale proceeds that may fall due to BRD for its equity holdings in development projects that the Company either acquires in full or decides to divest to third parties.

#### *Administrator and secretary*

Ocorian Administration (Guernsey) Limited has been appointed as Administrator to the Company pursuant to the Administration Agreement (further details of which are set out in paragraph 6(b) of Part XI of this document) and also provides company secretarial services and a registered office to the Company. For the purposes of the Rules, the Administrator is the designated administrator of the Company.

The Administrator is responsible for the safekeeping of any share and loan note certificates in respect of the Group's investments, the implementation of the Group's cash management policy, production of the Company's accounts, regulatory compliance, providing support to the Board's corporate governance process and its continuing obligations under the Listing Rules, the Disclosure Guidance and Transparency Rules, UK MAR, and for dealing with dividend payments and investor reporting. In addition, the Administrator is responsible for the day to day administration of the Company (including but not limited to the calculation, in conjunction with the Investment Adviser, of the Net Asset Value of the Company and the Ordinary Shares) and for general secretarial functions required by the Companies Law (including but not limited to the maintenance of the Company's accounting and statutory records).

The Administrator is a company incorporated in Guernsey with limited liability on 29 July 2003 and is licensed by the GFSC under the provisions of the Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended, (the **POI Law**) to conduct certain restricted investment and administrative activities in relation to collective investment schemes. The Administrator, for the purposes of the POI Law and the RCIS Rules, is the "designated administrator" of the Company. The Administrator's ultimate holding company is Orthus Limited.

#### *Registrar*

Link Market Services (Guernsey) Limited has been appointed as the Company's registrar in relation to the transfer and settlement of Shares held in certificated and uncertificated form.

#### *Auditor*

KPMG Channel Islands Limited provides audit services to the Group. The annual report and accounts are prepared in accordance with IFRS, as adopted by the UK.

## PART VI

### FEES AND EXPENSES AND REPORTING

#### Fees and expenses

##### Initial Issue Costs

The Initial Issue Costs are those necessary for the Initial Placing, the Open Offer and the Offer for Subscription and include the costs incurred in connection with the preparation, publication, printing and circulation of this document, fees payable under the Sponsor and Placing Agreement, the costs and expenses incurred in connection with the admission of the New Ordinary Shares to the premium listing segment of the Official List and to trading on the Main Market of the London Stock Exchange, legal, advisory, registration, printing, advertising and distribution costs and any other applicable expenses. The Initial Issue Costs will be met by the Company from the gross proceeds of the Initial Issue. The Initial Costs (including VAT where relevant and assuming that the target of £100 million is raised under the Initial Issue) are expected to be approximately £2 million.

##### Placing Programme Costs

Up to 500 million New Ordinary Shares (less any New Ordinary Shares issued under the Initial Issue) are available for issue under the Placing Programme.

The net proceeds of the Placing Programme are dependent on: (a) the aggregate number of New Ordinary Shares issued pursuant to the Placing Programme; and (b) the applicable Placing Programme price at which any New Ordinary Shares are issued. Assuming: (i) New Ordinary Shares are issued pursuant to the Placing Programme at a Placing Programme Price of 118 pence per New Ordinary Share; and (ii) the Company issues 372.9 million New Ordinary Shares under the Placing Programme, the Company would raise £440.0 million of gross proceeds from the Placing Programme. After deducting expenses (including any commission) of approximately £6.3 million, the net proceeds of the Placing Programme would be approximately £433.7 million.

Part VIII of this document contains details of how the applicable Placing Programme Price of New Ordinary Shares issued pursuant to any Subsequent Placings will be determined.

#### Ongoing expenses

##### *Investment Adviser's fees*

The Investment Adviser is entitled to an annual fee which accrues daily and is calculated on a sliding scale as follows:

- 0.80 per cent. of the NAV up to and including £750 million;
- 0.75 per cent. of the NAV above £750 million and up to and including £1 billion; and
- 0.65 per cent. of the NAV above £1 billion.

The annual fee is payable monthly in arrears in cash, and is calculated on the prevailing NAV reported in the most recent quarterly NAV calculation as at the date of payment.

The annual fee will be borne by the members of the Group to reflect the extent to which the services provided by the Investment Adviser are provided to the relevant member of the Group. It is expected that the majority of the Investment Adviser's fees will be borne by Holdco as most of the Investment Adviser's services are and will be provided to it in respect of the Special Purpose Companies in which the Group invests.



## **Other fees and expenses**

The Company will also incur further on-going annual fees and expenses, which will include the following:

- **Administrator**

Under the terms of the Administration Agreement, the Administrator is entitled to an annual fee, at a rate equivalent to 10 basis points of NAV up to and including £100,000,000, 7.5 basis points of NAV above £100,000,000 and up to and including £200,000,000 and 5.0 basis points of the NAV above £200,000,000, subject to a minimum fee of £100,000 per annum. The fees are for the administration, accounting, corporate secretarial services, corporate governance, regulatory compliance and stock exchange continuing obligations provided to the Company. In addition, the Administrator will receive an annual fee of £7,500 and £3,000 for the provision of a compliance officer and money laundering reporting officer, respectively.

The Administrator is also entitled to an investment related transaction fee charged on a time spent basis, which is capped at a total of £5,000 per investment related transaction and also a fee of £5,000 per annum in relation to the administration of the Company's Guernsey Green Fund Status.

The Administrator will be reimbursed for all reasonable costs and expenses incurred by it in accordance with the Administration Agreement payable quarterly in arrears.

- **Registrar**

The Registrar is entitled to an annual fee from the Company equal to £1.65 per Shareholder per annum or part thereof; with a minimum of £7,500 per annum. Other registrar activity will be charged for in accordance with the Registrar's normal tariff as published from time to time.

- **Directors**

The Directors are remunerated for their services at a fee of £39,000 per annum (£60,000 for the Chairman). In addition, the chairman of the Audit Committee receives an additional £7,500 per annum for his services in this role. Further information in relation to the remuneration of the Directors is set out in Part XI of this document.

- **Other operational expenses**

All other ongoing operational expenses (excluding fees paid to service providers as detailed above) of the Company will be borne by the Company including, without limitation, the incidental costs of making its investments and the implementation of its investment objective and investment policy; travel, accommodation and printing costs; the cost of directors' and officers' liability insurance and website maintenance; audit and legal fees; and annual listing fees. All out of pocket expenses that are reasonably and properly incurred, of the Investment Adviser, the Administrator, the Registrar and the Directors relating to the Company will be borne by the Company or Holdco.

## **Meetings and reports**

All general meetings of the Company shall be held in Guernsey. The Company's audited annual report and accounts will be prepared to 30 June each year, and it is expected that copies will be sent to Shareholders in October each year, or earlier if possible. Shareholders will also receive an unaudited interim report each year commencing in respect of the period to 31 December, expected to be despatched in February each year, or earlier if possible. The Company's audited annual report and accounts are available on the Company's website, [www.bluefieldsif.com](http://www.bluefieldsif.com).

The Company's accounts and the annual report are drawn up in Sterling and in accordance with IFRS.

## PART VII

### THE INITIAL ISSUE

#### Introduction

Under the Initial Placing, the Open Offer and the Offer for Subscription, the Company is seeking to raise £100 million (before expenses) through the issue of up to 84.7 million New Ordinary Shares at an issue price of 118 pence per New Ordinary Share (the **Initial Issue Price**).

Approximately 81.4 New Ordinary Shares are being reserved for Shareholders under the Open Offer under which Shareholders will be entitled to subscribe for one New Ordinary Share for every 5 Ordinary Shares held on the Record Date and the balance of the New Ordinary Shares available under the Initial Issue will be allocated to the Initial Placing, the Offer for Subscription and/or the Excess Application Facility at the absolute discretion of the Company, in consultation with Numis.

The Directors have reserved the right, in consultation with Numis and the Investment Adviser, to increase the size of the Initial Issue in the event that overall demand for the New Ordinary Shares exceeds the target size but the maximum amount raised under the Initial Issue will not exceed £150 million.

The issue of New Ordinary Shares under the Initial Issue is not being underwritten.

The Board intends to use the net proceeds of the Initial Issue to finance further acquisitions of assets in accordance with the Group's investment objective and investment policy, after having repaid outstanding debt drawn down under the Revolving Credit Facility which was used to acquire assets in the Group's portfolio and which as at the date of this document was approximately £90 million.

The New Ordinary Shares issued pursuant to the Initial Issue will not rank for the third quarterly interim dividend of 2 pence per Ordinary Share which is expected to be declared shortly and which will be payable to Shareholders on the register prior to the issue of any New Ordinary Shares pursuant to the Initial Issue. However, the New Ordinary Shares issued pursuant to the Initial Issue will rank for all dividends on New Ordinary Shares declared thereafter.

The Initial Issue Price compares to the closing mid-market price of an Ordinary Share of 122 pence as at 25 June 2021 (being the Latest Practicable Date) and the latest NAV per Ordinary Share (unaudited) as at 31 March 2021 of 113.14 pence.

If the Initial Issue meets its target size of £100 million, it is expected that the Company will receive approximately £98 million from the Initial Issue, net of fees and expenses associated with the Initial Issue, which are anticipated to amount to approximately £2 million.

The Initial Issue is conditional upon, *inter alia*:

- (a) the Resolution being passed at the Extraordinary General Meeting;
- (b) the Sponsor and Placing Agreement becoming wholly unconditional (save as to Initial Admission) and not having been terminated in accordance with its terms prior to Initial Admission; and
- (c) Initial Admission occurring by 8.00 a.m. on 23 July 2021 (or such later date as the Company, the Investment Adviser and Numis may agree in writing, being not later than 8.00 a.m. on 31 July 2021).

If Initial Admission, or any of the other conditions to which the Initial Issue is subject is not met, the Initial Issue will not proceed and an announcement to that effect will be made via a Regulatory Information Service.

## **The Open Offer**

Under the Open Offer, up to an aggregate amount of approximately 81.4 New Ordinary Shares will be made available to Qualifying Shareholders at the Issue Price *pro rata* to their holdings of Existing Ordinary Shares, on the terms and subject to the conditions of the Open Offer, on the basis of:

### **1 New Ordinary Share for every 5 Existing Ordinary Shares held at the Record Date (being the close of business on 25 June 2021)**

The balance of the New Ordinary Shares to be made available under the Initial Issue, together with any New Ordinary Shares not taken up pursuant to the Open Offer, will be made available under the Excess Application Facility, the Initial Placing and/or the Offer for Subscription at the absolute discretion of the Company, in consultation with Numis.

Qualifying Shareholders should be aware that the Open Offer is not a rights issue and Open Offer Application Forms cannot be traded.

Fractional entitlements under the Open Offer will be rounded down to the nearest whole number of Ordinary Shares and will be disregarded in calculating Open Offer Entitlements. All fractional entitlements will be aggregated and allocated at the absolute discretion of the Directors (after consultation with Numis and the Investment Adviser) to the Initial Placing, the Offer for Subscription and/or the Excess Application Facility.

The latest time and date for acceptance and payment in full in respect of the Open Offer will be 11.00 a.m. on 15 July 2021. If the Initial Issue proceeds, valid applications under the Open Offer will be satisfied in full up to applicants' Open Offer Entitlements. Qualifying Shareholders are also being offered the opportunity to subscribe for New Ordinary Shares in excess of their Open Offer Entitlements under the Excess Application Facility, described below.

**The terms and conditions of application under the Open Offer are set out in Appendix 2 to this document. These terms and conditions should be read carefully before an application is made. Investors who are in any doubt about the issue arrangements should consult their stockbroker, bank manager, solicitor, accountant or other financial advisor if they are in doubt.**

### ***Excess Application Facility under the Open Offer***

Subject to availability, Qualifying Shareholders who take up all of their Open Offer Entitlements may also apply under the Excess Application Facility for additional New Ordinary Shares in excess of their Open Offer Entitlement. The Excess Application Facility will comprise such number of New Ordinary Shares, if any, which in their absolute discretion (in consultation with Numis and the Investment Adviser) the Directors determine to make available under the Excess Application Facility, which may include any New Ordinary Shares which are not taken up by Qualifying Shareholders pursuant to their Open Offer Entitlements, fractional entitlements under the Open Offer which have been aggregated and any New Ordinary Shares which would otherwise have been available under the Initial Placing or the Offer for Subscription but which the Directors determine to allocate to the Excess Application Facility (including any additional New Ordinary Shares which may be made available under the Initial Issue if the Directors exercise their discretion to increase the size of the Initial Issue). No assurance can be given that any New Ordinary Shares will be allocated to, and made available under, the Excess Application Facility.

Qualifying Non-CREST Shareholders who wish to apply to subscribe for more than their Open Offer Entitlement should complete the relevant sections on the Open Offer Application Form.

Qualifying CREST Shareholders will have Excess CREST Open Offer Entitlements credited to their stock account in CREST and should refer to paragraph 4.2(c) of the "Terms and Conditions of the Open Offer" in Appendix 2 to this document for information on how to apply for Excess Shares pursuant to the Excess Application Facility.

To the extent that Qualifying Shareholders choose not to take up their entitlements under the Open Offer or that applications from Qualifying Shareholders are invalid, unallocated New Ordinary Shares may be allocated to the Initial Placing, the Offer for Subscription and/or the Excess Application Facility, at the absolute discretion of the Directors (after consultation with Numis and the Investment Adviser).

There is no limit on the amount of New Ordinary Shares that can be applied for by Qualifying Shareholders under the Excess Application Facility, save that the maximum amount of New Ordinary Shares to be allotted under the Excess Application Facility shall be limited by the maximum size of the Initial Issue (as may be determined by the Directors and announced by way of a Regulatory Information Service in the event that the Directors exercise their right to increase the size of the Initial Issue, as described above) less New Ordinary Shares issued under the Open Offer pursuant to Qualifying Shareholders' Open Offer Entitlements that are taken up and any New Ordinary Shares that the Directors determine to issue under the Initial Placing and/or the Offer for Subscription. However, there is no assurance that any New Ordinary Shares will be allocated to the Excess Application Facility and applications under the Excess Application Facility shall be allocated in such manner as the Directors may determine in their absolute discretion. Accordingly, no assurance can be given that the applications by Qualifying Shareholders under the Excess Application Facility will be met in full, or in part or at all.

### ***Action to be taken under the Open Offer***

#### ***Non-CREST Shareholders***

Qualifying Non-CREST Shareholders will be sent an Open Offer Application Form giving details of their Open Offer Entitlement.

Persons that have sold or otherwise transferred all of their Existing Ordinary Shares should forward this document, together with the Open Offer Application Form, if and when received, at once to the purchaser or transferee, or the bank, stockbroker or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee, except that such documents should not be sent to any jurisdiction where to do so might constitute a violation of local securities laws or regulations including, but not limited to, the United States and any of the other Excluded Territories.

Any Qualifying Shareholder that has sold or otherwise transferred only some of their Existing Ordinary Shares held in certificated form on or before the close of business on 13 July 2021, should refer to the instructions regarding split applications in the "Terms and Conditions of the Open Offer" in Appendix 2 to this document and in the Open Offer Application Form.

#### ***CREST Shareholders***

Qualifying CREST Shareholders will not be sent an Open Offer Application Form. Instead, Qualifying CREST Shareholders will receive a credit to their appropriate stock accounts in CREST in respect of their Open Offer Entitlements and their Excess CREST Open Offer Entitlements as soon as practicable after 8.00 a.m. on 1 July 2021.

In the case of any Qualifying Shareholder that has sold or otherwise transferred only part of their holding of Existing Ordinary Shares held in uncertificated form on or before close of business on 30 June 2021 (being the ex-entitlement date under the Open Offer), a claim transaction will automatically be generated by Euroclear which, on settlement, will transfer the appropriate Open Offer Entitlement and Excess CREST Open Offer Entitlement to the purchaser or transferee.

Full details of the Open Offer are contained in the Terms and Conditions on the Open Offer in Appendix 2 to this document. If you have any doubt as to what action you should take, you should seek your own financial advice from your stockbroker, solicitor or other independent financial adviser duly authorised under FSMA who specialises in advice on the acquisition of shares and other securities immediately.

The International Security Identification Number for New Ordinary Shares applied for under a Qualifying Shareholder's basic entitlement under the Open Offer is GG00BM9H9Z34.

The International Security Identification Number for Excess Shares under the Excess Application Facility is GG00BM9HB023.

### ***The Offer for Subscription***

The Offer for Subscription is being made in the UK only but, subject to applicable law, the Company may allot and issue New Ordinary Shares on a private placement basis to applicants in other jurisdictions.

The Offer for Subscription will open on 29 June 2021 and the latest time and date for receipt of completed Offer for Subscription Application Forms under the Offer for Subscription is 11.00 a.m. on 15 July 2021.

Applications under the Offer for Subscription must be made using the Offer for Subscription Application Form attached hereto and must be for a minimum of 1,000 New Ordinary Shares. Only one application for New Ordinary Shares may be made by a person under the Offer for Subscription and multiple applications from the same person under the Offer for Subscription will not be accepted.

#### *How to return forms*

##### *By post*

Completed Offer for Subscription Application Forms, accompanied by a cheque or banker's draft in Sterling made payable to "Link Market Services Ltd re: BSIF – 2021 OFS A/C" and crossed "A/C payee" for the appropriate sum, must be posted to Link Group, Corporate Actions, Central Square, 29 Wellington Street, Leeds, LS1 4DL so as to be received by no later than 11.00 a.m. on 15 July 2021.

For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by 11.00 a.m. on 15 July 2021. The payment instruction must also include a unique reference comprising your name and a contact telephone number which should be entered in the reference field on the payment instruction, for example, MJ SMITH 01234 567 8910.

Bank:	Lloyds Bank plc
Sort Code:	30-80-12
A/C No:	21539360
A/C Name:	Link Market Services Ltd re: BSIF – 2021 CHAPS A/C

Electronic payments must come from a UK bank account and from a personal account in the name of the individual applicant where they have sole or joint title to the funds. The account name should be the same as that inserted in 3A of the Offer for Subscription Application Form and payments must relate solely to your Application. You should tick the relevant payment method box in section 2 of the Offer for Subscription Application Form. It is recommended that such transfers are actioned within 24 hours of posting your Application.

Evidence of the source of funds may also be required. Typically this will be a copy of the remitting bank account statement clearly identifying the applicant's name, the value of the debit (equal to the application value) and the crediting account details or application reference. If such evidence is required Link will contact you to request this information.

Any delay in providing monies may affect acceptance of the Application. If the Receiving Agent is unable to match your Application with a bank payment, there is a risk that your Application could be delayed or will not be treated as a valid Application and may be rejected by the Company and/or the Receiving Agent.

Applicants should check with their bank regarding any limits imposed on the level and timing of transfers allowed from their account (for example, some banks apply a maximum transaction or daily limit, and they may need to make the transfer as more than one payment).

The Receiving Agent cannot take responsibility for correctly identifying payments without a unique reference nor where a payment has been received but without an accompanying application form.

No acknowledgement of receipt of an Application Form or funds paid electronically will be provided.

Applicants wishing to settle DVP will still need to complete and submit a valid Offer for Subscription Application Form to be received by no later than 11.00 a.m. on 15 July 2021 (being the Initial Closing Date) allowing for the delivery and acceptance of New Ordinary Shares to be made against payment of the Initial Issue Price per New Ordinary Share, following the CREST matching criteria set out in the Offer for Subscription Application Form. You should tick the relevant box in section 2 of the Offer for Subscription Application Form.

Applicants will also need to ensure that their settlement instructions are input to Link Group's Participant account (RA06) by no later than 11.00 a.m. on 15 July 2021 (being the date of Initial Admission).



Link Group will not take any action until a valid DEL message has been alleged to the Participant account by the applicant/custodian.

No acknowledgement of receipt of an Application Form or input of settlement details into CREST will be provided.

Applicants should also ensure that their agent/custodian has a sufficient “debit cap” within the CREST system to facilitate settlement in addition to their usual daily trading and settlement requirements.

In the event of late/non-settlement, the Company reserves the right to deliver shares outside of CREST in certificated form provided that payment has been made in terms satisfactory to the Company and all other conditions of the Offer for Subscription have been satisfied.

If you require a share certificate you should not use this facility.

The New Ordinary Shares to be issued under the Offer for Subscription will be allotted, conditional on Initial Admission, on or around 22 July 2021. It is expected that Initial Admission will become effective and that dealings in such New Ordinary Shares will commence, at 8.00 a.m. on 23 July 2021.

The terms and conditions of application under the Offer for Subscription are set out in Appendix 3 to this document and the Offer for Subscription Application Form is set out at the end of this document. The terms and conditions of the Offer for Subscription should be read carefully before an application is made. Investors should consult their respective stockbroker, bank manager, solicitor, accountant or other financial adviser if they are in any doubt about the contents of the Prospectus.

#### *General*

Investors subscribing for New Ordinary Shares pursuant to the Offer for Subscription may elect whether to hold the New Ordinary Shares in certificated form, or in uncertificated form through CREST. If an investor requests for New Ordinary Shares to be issued in certificated form on the Offer for Subscription Application Form and ticks the relevant box to request a share certificate, a share certificate will be despatched either to them or their nominated agent (at their own risk) within 14 days of completion of the registration process of the New Ordinary Shares as further set out in the Offer for Subscription Application Form. Investors who elect to hold their New Ordinary Shares in certificated form may elect at a later date to hold their New Ordinary Shares through CREST in uncertificated form provided that they surrender their share certificates and provide any requested “know your client” evidence requested by the Company and/or the Administrator.

CREST is a paperless book-entry settlement system operated by Euroclear which enables securities to be evidenced otherwise than by certificates and transferred otherwise than by written instrument. CREST is a voluntary system and Shareholders who wish to receive and retain share certificates will be able to do so.

The names of subscribers or their nominees investing through their CREST accounts will be entered directly on to the share register of the Company.

The transfer of New Ordinary Shares out of the CREST system following the Initial Issue should be arranged directly through CREST. However, an investor’s beneficial holding held through the CREST system may be exchanged, in whole or in part, only upon the specific request of the registered holder to CREST for share certificates or an uncertificated holding in definitive registered form. If a Shareholder or transferee requests New Ordinary Shares to be issued in certificated form and is holding such New Ordinary Shares outside CREST, a share certificate will be despatched either to him or his nominated agent (at his risk) within 21 days of completion of the registration process or transfer, as the case may be, of the New Ordinary Shares. Shareholders holding definitive certificates may elect at a later date to hold such New Ordinary Shares through CREST or in uncertificated form provided they surrender their definitive certificate.

#### ***The Initial Placing***

The Company, Numis and the Investment Adviser have entered into the Sponsor and Placing Agreement, pursuant to which Numis has agreed, subject to certain conditions, to use its reasonable endeavours to procure as agent for, and on behalf of the Company, placees for New Ordinary Shares under the Initial Placing at the Initial Issue Price. The Initial Placing is not underwritten.



Numis in its absolute discretion (after consultation with the Company and the Investment Adviser) reserves the right to scale back the number of Placing Shares to be subscribed by any Placee in the event of an oversubscription in the Initial Placing.

The Initial Placing will close at 3.00 p.m. on 20 July 2021 (or such later date, not being later than 31 July 2021, as the Company, the Investment Adviser and Numis may agree). If the Initial Placing is extended, the revised timetable will be notified via a Regulatory Information Service.

Applications under the Initial Placing will be subject to the terms and conditions set out in Appendix 1 to this document. Further details of the terms of the Sponsor and Placing Agreement are set out in paragraph 6(f) of Part XI of this document.

Payment for the New Ordinary Shares to be acquired under the Initial Placing should be made in accordance with settlement instructions provided to investors by Numis.

### ***Basis of Allocation under the Initial Issue***

The Open Offer is being made on a pre-emptive basis to Qualifying Shareholders and is not subject to scaling back in favour of the Initial Placing, the Offer for Subscription and/or the Excess Application Facility. Any New Ordinary Shares that are available under the Open Offer and that are not taken up by Qualifying Shareholders pursuant to their Open Offer Entitlements may be reallocated to the Initial Placing, the Offer for Subscription and/or the Excess Application Facility and made available thereunder at the absolute discretion of the Company, in consultation with Numis.

The Directors have absolute discretion (after consultation with Numis and the Investment Adviser) to determine the basis of allocation of New Ordinary Shares within and between the Initial Placing, the Offer for Subscription and the Excess Application Facility and applications under the Initial Placing, the Offer for Subscription and/or the Excess Application Facility may be scaled back accordingly.

There is no over-allotment facility.

The Company will notify investors of the number of Ordinary Shares to be issued pursuant to the Initial Issue in respect of which their application has been successful.

The result of the Initial Issue is expected to be announced on 15 July 2021.

### ***Initial Issue Expenses***

The Initial Issue expenses (including VAT where relevant and assuming that the Initial Issue achieves the target Initial Issue size of £100 million) are expected to be approximately £2.0 million and (assuming the Initial Issue is fully subscribed) are expected to be £2.81 million.

### ***Withdrawal rights***

Subject to their statutory right of withdrawal pursuant to Article 23 of the UK Prospectus Regulation (as amended), in the event of the publication of a supplementary prospectus prior to Admission, applicants under the Open Offer, the Offer for Subscription or the Initial Placing may not withdraw their applications for New Ordinary Shares after the date of this document without the written consent of the Directors.

Applicants under the Open Offer and the Offer for Subscription wishing to exercise their statutory right of withdrawal pursuant to Article 23 of the UK Prospectus Regulation (as amended), after the publication by the Company of a prospectus supplementing this document prior to Initial Admission must do so by lodging a written notice of withdrawal (which shall include a notice sent by any form of electronic communication) which must include the full name and address of the person wishing to exercise statutory withdrawal rights and, if such person is a CREST member, the Participant ID and the Member Account ID of such CREST Member by post or by hand (during normal business hours only) with Link Group, Corporate Actions, Central Square, 29 Wellington Street, Leeds, LS1 4DL, or by email to [Withdraw@Linkgroup.co.uk](mailto:Withdraw@Linkgroup.co.uk) so to be received not later than two Business Days after the date on which the supplementary prospectus is published. Notice of withdrawal given by any other means or which is deposited with or received by Link Group after expiry of such period will not constitute a valid withdrawal. The Company will not permit the exercise of withdrawal rights after payment by the relevant applicant of his subscription in full and the allotment of New Ordinary Shares to such applicant becoming unconditional. In such event, Shareholders are recommended to seek independent legal advice.

## **General**

To the extent that any application for subscription is rejected in whole or in part or in the case of the Open Offer, and the Offer for Subscription, the relevant application is received after their respective closing dates, or if the Initial Issue does not proceed, monies received will be returned to each relevant applicant by electronic transfer to the account from which payment was originally received or by cheque (as applicable) at its risk and without interest.

## **Dealing arrangements**

Applications will be made for the New Ordinary Shares to be issued pursuant to the Initial Issue to be admitted to the premium segment of the Official List and to trading on the Main Market of the London Stock Exchange. It is expected that Initial Admission will become effective, and that dealings in the New Ordinary Shares issued pursuant to the Initial Issue will commence, at 8.00 a.m. on 23 July 2021.

## **Settlement**

The latest time and date for acceptance and payment in full is expected to be 11.00 a.m. on 15 July 2021 for the Open Offer and the Offer for Subscription unless otherwise announced by the Company.

### *The Open Offer*

The procedure for acceptance and payment is set out in “Terms and Conditions of the Open Offer” in Appendix 2 to this document and in respect of Qualifying Non-CREST Shareholders, in the Open Offer Application Form.

### *The Offer for Subscription*

Payment for New Ordinary Shares applied for under the Offer for Subscription should be made in accordance with the instructions contained in “Terms and Conditions of the Offer for Subscription” in Appendix 3 to this document and the Offer for Subscription Application Form set out at the end of this document.

### *The Initial Placing*

Payment for the New Ordinary Shares to be acquired under the Initial Placing should be made in accordance with the instructions provided to investors by Numis.

## **Anti-money laundering**

Pursuant to anti-money laundering laws and regulations with which the Company must comply in the UK and/or Guernsey, any of the Company and its agents, including the Administrator, the Registrar, the Receiving Agent, the Investment Adviser and Numis may require evidence in connection with any application for New Ordinary Shares, including further identification of the applicant(s), before any New Ordinary Shares are issued to an applicant.

Each of the Company and its agents, including the Administrator, the Registrar, the Receiving Agent, the Investment Adviser and Numis reserves the right to request such information as is necessary to verify the identity of an applicant and (if any) the underlying beneficial owner or prospective beneficial owner of an applicant's New Ordinary Shares. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Directors, in consultation with the Company's agents, including the Administrator, the Registrar, the Receiving Agent, the Investment Adviser and Numis may refuse to accept a subscription for New Ordinary Shares, or may refuse the transfer of New Ordinary Shares held by any such applicant.

## **ISA, SSAS and SIPP**

The New Ordinary Shares will be “qualifying investments” for the stocks and shares component of an ISA (subject to applicable subscription limits) provided that they have been acquired by purchase in the market (which, for these purposes, will include any New Ordinary Shares acquired directly under the Open Offer, the Excess Application Facility and the Offer for Subscription, but not any New Ordinary Shares acquired directly under the Initial Placing).

Save where New Ordinary Shares are being acquired using available funds in an existing ISA, an investment in New Ordinary Shares by means of an ISA is subject to the usual annual subscription limits applicable to new investments into an ISA (for the tax year 2021/2022 an individual may invest £20,000 worth of stocks and shares in a stocks and shares ISA). The New Ordinary Shares will be permissible assets for SIPPs and SSASs.

The Board will use its reasonable endeavours to manage the affairs of the Company so as to enable this status to be maintained.

### **Dilution**

Existing Shareholders are not obliged to participate in the Initial Issue. However, those Shareholders who do not participate in the Initial Issue will suffer a dilution to the percentage of the issued share capital that their current shareholding represents based on the actual number of New Ordinary Shares issued under the Initial Issue. Assuming that the Directors exercise their discretion to increase the size of the Initial Issue to £150 million and the Initial Issue is fully subscribed, a Shareholder that does not participate in the Initial Issue will suffer a dilution of approximately 23.8 per cent. to their existing percentage holding.

### **Overseas investors**

This document does not constitute an offer to sell, or the solicitation of an offer to acquire or subscribe for, New Ordinary Shares in any jurisdiction where such an offer or solicitation is unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements on the Company or the Investment Adviser.

The attention of persons resident outside the UK is drawn to the notices to investors set out on pages 133 to 137 of this document which contains restrictions on the holding of New Ordinary Shares by such persons in certain jurisdictions.

In particular, investors should note that the New Ordinary Shares have not been and will not be registered under the U.S. Securities Act or under the applicable state securities laws of the United States, and the Company has not registered, and does not intend to register, as an investment company under the U.S. Investment Company Act. Accordingly, the New Ordinary Shares may not be offered, sold, pledged or otherwise transferred directly or indirectly in or into the United States or to, or for the account or benefit of any U.S. Person or to, or for the account or benefit of, any U.S. Persons except in a transaction meeting the requirements of an applicable exemption from the registration requirements of the U.S. Securities Act.

### **Subscriber representations, warranties and undertakings**

Each subscriber of New Ordinary Shares in the Initial Placing, the Open Offer and the Offer for Subscription and each subsequent investor in the New Ordinary Shares will, unless otherwise expressly agreed with the Company and Numis, be deemed to have represented, warranted, undertaken, agreed and acknowledged as follows as of the date it subscribes or otherwise acquires such New Ordinary Shares or any beneficial interest therein:

- (a) either (x), it is not a US Person, is not located within the United States, is acquiring the New Ordinary Shares in an offshore transaction meeting the requirements of Regulation S and is not acquiring the New Ordinary Shares for the account or benefit of a US Person or (y) it is both a “qualified institutional buyer” (as the term is defined in Rule 144A under the US Securities Act) that is also a “qualified purchaser” within the meaning of Section 2(a)(51) of the US Investment Company Act and it has signed a US investor letter in a form satisfactory to the Company;
- (b) it acknowledges that the New Ordinary Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and, subject to certain exceptions, may not be offered or sold in the United States or to, or for the account or benefit of, US Persons absent registration or an exemption from registration under the US Securities Act;

- (c) it acknowledges that the Company has not registered under the US Investment Company Act and that the Company has put in place restrictions for transactions not involving any public offering in the United States, and to ensure that the Company is not and will not be required to register under the US Investment Company Act;
- (d) unless the Company expressly consents in writing otherwise, no portion of the assets used to purchase, and no portion of the assets used to hold, the New Ordinary Shares or any beneficial interest therein constitutes or will constitute the assets of: (i) an “employee benefit plan” as defined in section 3(3) of ERISA that is subject to Part 4 of subtitle B of fiduciary responsibility or prohibited transaction Title I of ERISA; (ii) a “plan” as defined in section 4975 of the Internal Revenue Code, including an individual retirement account, that is subject to section 4975 of the Internal Revenue Code; or (iii) an entity whose underlying assets include the assets of any such “employee benefit plan” or “plans” by reason of ERISA or the US Department of Labor Regulations, 29 C.F.R. 2510.3-101, as and to the extent modified by section 3(42) of ERISA (the **Plan Assets Regulation**), or otherwise (including certain insurance company general accounts) for the purposes of section 4.6 of ERISA or section 4975 of the Internal Revenue Code. In addition, if an investor is a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or section 4975 of the Internal Revenue Code, its purchase, holding, and disposition of the New Ordinary Shares must not constitute or result in a non-exempt violation of any such substantially similar law;
- (e) if in the future the investor decides to offer, sell, transfer, assign or otherwise dispose of the New Ordinary Shares, it will do so only in compliance with an exemption from the registration requirements of the US Securities Act;
- (f) it is purchasing the New Ordinary Shares for its own account or for one or more investment accounts for which it is acting as a fiduciary or agent, in each case for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the New Ordinary Shares in any manner that would violate the US Securities Act, the US Investment Company Act or any other applicable securities laws;
- (g) it acknowledges that the Company reserves the right to make inquiries of any holder of the New Ordinary Shares or interests therein at any time as to such person’s status under the US federal securities laws and to require any such person that has not satisfied the Company that the holding of New Ordinary Shares by such person will not violate or require registration under the US securities laws to transfer such New Ordinary Shares or interests in accordance with the Articles;
- (h) it acknowledges and understands that the Company is required to comply with FATCA and the CRS and that the Company will follow FATCA’s and CRS’s extensive reporting and FATCA’s withholding requirements from their effective date. The investor agrees to furnish any information and documents the Company may from time to time request, including but not limited to, information required under FATCA or the CRS;
- (i) it is entitled to acquire the New Ordinary Shares under the laws of all relevant jurisdictions which apply to it, it has fully observed all such laws and obtained all governmental and other consents which may be required thereunder and complied with all necessary formalities and it has paid all issue, transfer or other taxes due in connection with its acceptance in any jurisdiction of the New Ordinary Shares and that it has not taken any action, or omitted to take any action, which may result in the Company, the Investment Adviser or Numis or their respective directors, officers, agents, employees and advisers being in breach of the laws of any jurisdiction in connection with its acceptance of participation in the Initial Issue;
- (j) it has received, carefully read and understands this document, and has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this document or any other presentation or offering materials concerning the New Ordinary Shares to or within the United States or to any US Persons, nor will it do any of the foregoing; and

- (k) if it is acquiring any New Ordinary Shares as a fiduciary or agent for one or more accounts, it has sole investment discretion with respect to each such account and full power and authority to make such foregoing representations, warranties, acknowledgements and agreements on behalf of each such account.

The Company, the Investment Adviser, Numis and their respective directors, officers, agents, employees, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements. If any of the representations, warranties, acknowledgments or agreements made by the investor are no longer accurate or have not been complied with, the investor must immediately notify the Company and Numis.

## PART VIII

### THE PLACING PROGRAMME

#### Introduction

Following the Initial Issue, the Directors intend to implement the Placing Programme to enable the Company to raise additional capital in the period from Initial Admission to 28 June 2022 as and when it identifies acquisition opportunities that satisfy the Company's investment objective and investment policy, after having repaid down debt drawn under the Revolving Credit Facility from time to time.

Under the Placing Programme, the Company is proposing to issue up to 500 million New Ordinary Shares (less the number of New Ordinary Shares issued under the Initial Issue).

The size and frequency of each Subsequent Placing under the Placing Programme will be determined at the sole discretion of the Directors, in consultation with Numis and the Investment Adviser. If subscriptions under a Subsequent Placing exceed the maximum number of New Ordinary Shares available under that Subsequent Placing, Numis, in its absolute discretion (after consultation with Company and the Investment Adviser), will scale back subscriptions.

An announcement will be released through an RIS providing details of each Subsequent Placing, including the number of New Ordinary Shares to be issued and the applicable Placing Programme Price prior to the allotment of the relevant New Ordinary Shares under the Placing Programme.

The Placing Programme will be suspended at any time when the Company is unable to issue New Ordinary Shares pursuant to the Placing Programme under any statutory provision or other regulation applicable to the Company or otherwise at the Directors' discretion. The Placing Programme may resume when such circumstances cease to exist, subject to the final closing date of the Placing Programme being no later than 28 June 2022.

Assuming that (i) the Company issues New Ordinary Shares under the Placing Programme at a Placing Programme Price of 118 pence per New Ordinary Share; and (ii) the Company issues 373 million New Ordinary Shares under the Placing Programme, the Company would raise £440 million of gross proceeds from the Placing Programme. After deducting expenses (including any commission) of approximately £6.3 million, the net proceeds of the Placing Programme would be approximately £433.7 million.

Each Subsequent Placing under the Placing Programme is conditional, *inter alia*, on:

- (i) the Resolution being passed at the Extraordinary General Meeting;
- (ii) the Sponsor and Placing Agreement becoming otherwise unconditional in respect of that Subsequent Placing, and not being terminated in accordance with its terms before the relevant Admission becomes effective;
- (iii) if a supplementary prospectus is required to be published in accordance with Article 23 of the UK Prospectus Regulation, such supplementary prospectus being approved by the FCA and published by the Company in accordance with the Prospectus Regulation Rules; and
- (iv) Admission of the New Ordinary Shares issued pursuant to that Subsequent Placing at such time and on such date as the Company, the Investment Adviser and Numis may agree prior to the closing of that Subsequent Placing, not being later than 28 June 2022.

If these conditions are not satisfied in respect of any Subsequent Placing under the Placing Programme, the relevant issue of the New Ordinary Shares will not proceed and subscription monies received will be returned without interest at the risk of the applicant. There is no minimum size of the Placing Programme and Subsequent Placings under the Placing Programme will not be underwritten.

New Ordinary Shares issued pursuant to the Placing Programme will rank *pari passu* with the Ordinary Shares then in issue (save for any dividends or other distributions declared, made or paid on the Ordinary Shares by reference to a record date prior to the allotment of the relevant New Ordinary Shares).



### **Placing Programme Price**

All New Ordinary Shares issued pursuant to the Placing Programme will be issued at a premium to the Net Asset Value per Ordinary Share at least sufficient to cover the costs and expenses of the relevant Placing. The Placing Programme Price of any New Ordinary Shares to be issued pursuant to a Subsequent Placing will be announced through a Regulatory Information Service as soon as is practicable following the allotment of such New Ordinary Shares.

There are no expenses charged directly to investors by the Company in addition to the applicable Placing Programme Price for the New Ordinary Shares for which they subscribe under the Placing Programme.

### **General**

The Company, the Investment Adviser and Numis have entered into the Sponsor and Placing Agreement, pursuant to which Numis has agreed, subject to certain conditions, to use its reasonable endeavours to procure subscribers for the New Ordinary Shares made available under the Placing Programme. Further details of the terms of the Sponsor and Placing Agreement, including the fees payable to Numis, are detailed in paragraph 6(f) of Part XI of this document.

Applications under each Subsequent Placing under the Placing Programme will be on the terms and conditions set out in Appendix 1 of this document, together with any relevant supplementary prospectus applicable to the relevant Subsequent Placing. These terms and conditions should be read carefully before a commitment is made.

The number of New Ordinary Shares allotted and issued, and the basis of allocation under a Subsequent Placing, is expected to be announced as soon as reasonably practicable following the closing of that Subsequent Placing. It is proposed that New Ordinary Shares issued pursuant to any Subsequent Placing under the Placing Programme will be allocated as nearly as reasonably possible, so that demand from existing Shareholders who are eligible to participate in such Subsequent Placing is given priority over other investors, and, where applicable, with a view to ensuring that existing Shareholders are allocated such percentage of New Ordinary Shares as is as close as possible to their existing percentage holding of Ordinary Shares. However, for the avoidance of doubt, any Subsequent Placing will not be conducted on a formal statutory pre-emptive basis and accordingly there can be no guarantee that existing Shareholders wishing to participate in such an issue will receive all or some of the New Ordinary Shares for which they have demand and the issue of New Ordinary Shares will be dilutive to the percentage holding of those Shareholders to the extent that they do not participate in the relevant issue in proportion to their existing holding.

In the event that there are any significant changes affecting any of the matters described in this document or where any significant new matters have arisen after the publication of this document and prior to the relevant Admission, the Company will publish a supplementary prospectus. The supplementary prospectus will give details of the significant change(s) or the significant new matter(s).

### **Anti-money laundering**

Pursuant to anti-money laundering laws and regulations with which the Company must comply in the UK and/or Guernsey, any of the Company and its agents, including the Administrator, the Registrar, the Receiving Agent, the Investment Adviser and Numis may require evidence in connection with any application for New Ordinary Shares, including further identification of the applicant(s), before any New Ordinary Shares are issued to an applicant.

Each of the Company and its agents, including the Administrator, the Registrar, the Receiving Agent, the Investment Adviser and Numis reserves the right to request such information as is necessary to verify the identity of an applicant and (if any) the underlying beneficial owner or prospective beneficial owner of an applicant's New Ordinary Shares. In the event of delay or failure by the applicant to produce any information required for verification purposes, the Directors, in consultation with the Company's agents, including the Administrator, the Registrar, the Receiving Agent, the Investment Adviser and Numis may refuse to accept a subscription for New Ordinary Shares, or may refuse the transfer of New Ordinary Shares held by any such applicant.

## **Clearing and settlement**

Payment for the New Ordinary Shares should be made in accordance with settlement instructions to be provided to placees by Numis. To the extent that any application for New Ordinary Shares is rejected in whole or in part (whether by scaling back or otherwise), monies received will be returned without interest at the risk of the applicant.

New Ordinary Shares will be issued in registered form and may be held in either certificated or uncertificated form and settled through CREST from the date of the relevant Admission.

It is anticipated that, where Shareholders have requested them, certificates in respect of the New Ordinary Shares to be held in certificated form will be dispatched approximately one week following Admission of the relevant New Ordinary Shares. Pending receipt by Shareholders of definitive share certificates, if issued, the Registrar will certify any instruments of transfer against the register of members.

In the case of New Ordinary Shares to be issued in uncertificated form pursuant to a Subsequent Placing, these will be transferred to successful applicants through the CREST system. Accordingly, settlement of transactions in the New Ordinary Shares following the relevant Admission may take place within the CREST system if any Shareholder so wishes.

CREST is a paperless book-entry settlement system operated by Euroclear which enables securities to be evidenced otherwise than by certificates and transferred otherwise than by written instrument. CREST is a voluntary system and Shareholders who wish to receive and retain share certificates will be able to do so.

The names of subscribers or their nominees investing through their CREST accounts will be entered directly on to the share register of the Company.

The transfer of New Ordinary Shares out of the CREST system following a Subsequent Placing should be arranged directly through CREST. However, an investor's beneficial holding held through the CREST system may be exchanged, in whole or in part, only upon the specific request of the registered holder to CREST for share certificates or an uncertificated holding in definitive registered form. If a Shareholder or transferee requests New Ordinary Shares to be issued in certificated form and is holding such New Ordinary Shares outside CREST, a share certificate will be despatched either to him or his nominated agent (at his risk) within 21 days of completion of the registration process or transfer, as the case may be, of the New Ordinary Shares. Shareholders holding definitive certificates may elect at a later date to hold such New Ordinary Shares through CREST or in uncertificated form provided they surrender their definitive certificate.

## **Dealings**

Applications will be made to the Financial Conduct Authority and the London Stock Exchange for all the New Ordinary Shares to be issued pursuant to the Placing Programme to be admitted to the premium segment of the Official List and to trading on the London Stock Exchange's main market for listed securities.

It is expected that such admissions will become effective, and that dealings in the New Ordinary Shares will commence, during the period from Initial Admission to 28 June 2022. All dealings in New Ordinary Shares prior to the commencement of unconditional dealings will be at the sole risk of the parties concerned.

The ISIN number of the Ordinary Shares is GG00BB0RDB98 and the SEDOL code is BB0RDB9.

## **Dilution**

It is proposed that New Ordinary Shares issued pursuant to any Subsequent Placing under the Placing Programme will be allocated as nearly as reasonably possible, so that demand from existing Shareholders who are eligible to participate in such Subsequent Placing is given priority over other investors, and, where applicable, with a view to ensuring that existing Shareholders are allocated such percentage of New Ordinary Shares as is as close as possible to their existing percentage holding of Ordinary Shares. However, for the avoidance of doubt, any Subsequent Placing will not be conducted on a formal statutory pre-emptive basis and accordingly there can be no guarantee that existing Shareholders wishing to participate in such an issue will receive all or some of the New Ordinary Shares for which they have demand and the issue of New Ordinary

Shares will be dilutive to the percentage holding of those Shareholders to the extent that they do not participate in the relevant issue in proportion to their existing holding.

Existing Shareholders are not obliged to participate in the Initial Issue or the Placing Programme. However, those Shareholders who do not participate in the Initial Issue and the Placing Programme will suffer a dilution to the percentage of the issued share capital that their current shareholding represents based on the actual number of New Ordinary Shares issued under the Initial Issue and the Placing Programme. Assuming that 500 million New Ordinary Shares are issued under the Initial Issue and the Placing Programme, a Shareholder that does not participate in the Initial Issue or any Subsequent Placing under the Placing Programme will suffer a dilution of approximately 55.1 per cent. to their existing percentage holding.

### **Overseas investors**

This document does not constitute an offer to sell, or the solicitation of an offer to acquire or subscribe for, New Ordinary Shares in any jurisdiction where such an offer or solicitation is unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements on the Company or the Investment Adviser.

The attention of persons resident outside the UK is drawn to the notices to investors set out on pages 133 to 137 of this document which contains restrictions on the holding of New Ordinary Shares by such persons in certain jurisdictions.

In particular, investors should note that the New Ordinary Shares have not been and will not be registered under the US Securities Act or under the applicable state securities laws of the United States, and the Company has not registered, and does not intend to register, as an investment company under the US Investment Company Act. Accordingly, the New Ordinary Shares may not be offered, sold, pledged or otherwise transferred directly or indirectly in or into the United States or to, or for the account or benefit of any US Person or to, or for the account or benefit of, any US Persons except in a transaction meeting the requirements of an applicable exemption from the registration requirements of the US Securities Act.

### **Subscriber representations, warranties and undertakings**

Each subscriber of New Ordinary Shares in any Subsequent Placing under the Placing Programme and each subsequent investor in the New Ordinary Shares will, unless otherwise expressly agreed with the Company and Numis, be deemed to have represented, warranted, undertaken, agreed and acknowledged as follows as of the date it subscribes or otherwise acquires such New Ordinary Shares or any beneficial interest therein:

- (a) either (x), it is not a US Person, is not located within the United States, is acquiring the New Ordinary Shares in an offshore transaction meeting the requirements of Regulation S and is not acquiring the New Ordinary Shares for the account or benefit of a US Person or (y) it is both a “qualified institutional buyer” (as the term is defined in Rule 144A under the US Securities Act) that is also a “qualified purchaser” within the meaning of Section 2(a)(51) of the US Investment Company Act and it has signed a US investor letter in a form satisfactory to the Company;
- (b) it acknowledges that the New Ordinary Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and, subject to certain exceptions, may not be offered or sold in the United States or to, or for the account or benefit of, US Persons absent registration or an exemption from registration under the US Securities Act;
- (c) it acknowledges that the Company has not registered under the US Investment Company Act and that the Company has put in place restrictions for transactions not involving any public offering in the United States, and to ensure that the Company is not and will not be required to register under the US Investment Company Act;
- (d) unless the Company expressly consents in writing otherwise, no portion of the assets used to purchase, and no portion of the assets used to hold, the New Ordinary Shares or any beneficial interest therein constitutes or will constitute the assets of: (i) an “employee benefit plan” as defined in section 3(3) of ERISA that is subject to Part 4 of subtitle B of fiduciary responsibility or prohibited transaction Title I of ERISA; (ii) a “plan” as defined in section 4975

of the Internal Revenue Code, including an individual retirement account, that is subject to section 4975 of the Internal Revenue Code; or (iii) an entity whose underlying assets include the assets of any such “employee benefit plan” or “plans” by reason of ERISA or the US Department of Labor Regulations, 29 C.F.R. 2510.3-101, as and to the extent modified by section 3(42) of ERISA (the **Plan Assets Regulation**), or otherwise (including certain insurance company general accounts) for the purposes of section 4.6 of ERISA or section 4975 of the Internal Revenue Code. In addition, if an investor is a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or section 4975 of the Internal Revenue Code, its purchase, holding, and disposition of the New Ordinary Shares must not constitute or result in a non-exempt violation of any such substantially similar law;

- (e) if in the future the investor decides to offer, sell, transfer, assign or otherwise dispose of the New Ordinary Shares, it will do so only in compliance with an exemption from the registration requirements of the US Securities Act;
- (f) it is purchasing the New Ordinary Shares for its own account or for one or more investment accounts for which it is acting as a fiduciary or agent, in each case for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the New Ordinary Shares in any manner that would violate the US Securities Act, the US Investment Company Act or any other applicable securities laws;
- (g) it acknowledges that the Company reserves the right to make inquiries of any holder of the New Ordinary Shares or interests therein at any time as to such person's status under the US federal securities laws and to require any such person that has not satisfied the Company that the holding of New Ordinary Shares by such person will not violate or require registration under the US securities laws to transfer such New Ordinary Shares or interests in accordance with the Articles;
- (h) it acknowledges and understands that the Company is required to comply with the US Foreign Account Tax Compliance Act (**FATCA**) and that the Company will follow FATCA's extensive reporting and withholding requirements from their effective date. Each subscriber of New Ordinary Shares agrees to furnish any information and documents the Company may from time to time request, including but not limited to information required under FATCA;
- (i) it is entitled to acquire the New Ordinary Shares under the laws of all relevant jurisdictions which apply to it, it has fully observed all such laws and obtained all governmental and other consents which may be required thereunder and complied with all necessary formalities and it has paid all issue, transfer or other taxes due in connection with its acceptance in any jurisdiction of the New Ordinary Shares and that it has not taken any action, or omitted to take any action, which may result in the Company, the Investment Adviser or Numis or their respective directors, officers, agents, employees and advisers being in breach of the laws of any jurisdiction in connection with its acceptance of participation in the relevant Subsequent Placing;
- (j) it has received, carefully read and understands this document, and has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this document or any other presentation or offering materials concerning the New Ordinary Shares to or within the United States or to any US Persons, nor will it do any of the foregoing; and
- (k) if it is acquiring any New Ordinary Shares as a fiduciary or agent for one or more accounts, it has sole investment discretion with respect to each such account and full power and authority to make such foregoing representations, warranties, acknowledgements and agreements on behalf of each such account.

The Company, the Investment Adviser, Numis and their respective directors, officers, agents, employees, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements. If any of the representations, warranties, acknowledgments or agreements made by the investor are no longer accurate or have not been complied with, the investor must immediately notify the Company and Numis.

## **PART IX**

### **FINANCIAL INFORMATION RELATING TO THE COMPANY**

The financial information contained in this Part IX has been extracted without material adjustment from the report and audited accounts of the Company in respect of the three financial years ended 30 June 2018, 30 June 2019 and 30 June 2020 and the published half-yearly unaudited reports for the periods ended 31 December 2019 and 31 December 2020, which have been incorporated by reference.

KPMG Channel Islands Limited was engaged by the Company as its auditor in respect of each of the financial periods ended 30 June 2018, 30 June 2019 and 30 June 2020. The audit opinions provided by KPMG Channel Islands Limited and incorporated by reference in this document have not been qualified.

#### **Statutory accounts for the financial periods ended 30 June 2018, 30 June 2019 and 30 June 2020**

Statutory accounts of the Company in respect of the financial years ended 30 June 2018, 30 June 2019 and 30 June 2020, in respect of which the Company's auditor, KPMG Channels Island Limited has given unqualified opinions that the accounts give a true and fair view of the state of affairs of the Company for the financial years ended 30 June 2018, 30 June 2019 and 30 June 2020, and that the accounts have been properly prepared in accordance with the Companies Law and that the part of the Directors' Remuneration Report that is stated as having been audited shows the fees paid by the Company, have been incorporated into this document by reference.

KPMG Channel Islands Limited is a member of the Institute of Chartered Accountants in England and Wales.

#### **Published report and accounts for the financial periods ended 30 June 2018, 30 June 2019 and 30 June 2020 and unaudited half-yearly reports for the periods ended 31 December 2019 and 31 December 2020**

(a) Historical financial information

The published report and audited accounts for the Company for the financial years 30 June 2018, 30 June 2019 and 30 June 2020 and unaudited half-yearly reports for the periods ended 31 December 2019 and 31 December 2020, included, on the pages specified in the table below, the following information which is incorporated by reference into this document. Those parts of the annual reports and audited accounts and half-yearly reports referred to above which are not being incorporated into this document by reference are either not relevant for investors or are covered elsewhere in the document:

	Annual report and accounts for the year ended 30 June (audited) £'000			Half-yearly report for the period ended 31 December (unaudited) £'000	
Nature of information	2018 Page Nos	2019 Page Nos	2020 Page Nos	2019 Page Nos	2020 Page Nos
Income statement	90	100	106	65	50
Statement of changes in shareholders' equity	91	101	107	66	51
Balance sheet	89	99	105	64	49
Cash flow statement	92	102	108	67	52
Accounting policies	94-97	104-107	110-113	69-70	53-54
Notes to the accounts	93-111	103-125	109-129	68-79	53-63
Report of the independent auditor	85-88	95-98	101-104	n/a	n/a
Chairman's statement	9-11	9-13	9-13	9-11	7-10
Report of the Investment Adviser	31-66	35-72	43-86	17-57	15-42
Strategic Report	17-30	19-32	19-42	n/a	n/a
Report of the Directors	67-71	73-77	87-91	n/a	n/a

(b) Selected financial information

The key figures that summarise the Company's financial condition in respect of the three financial years ended 30 June 2018, 30 June 2019 and 30 June 2020 (each of the figures having been audited) and the half-year periods ending 31 December 2019 and 31 December 2020 (each of the figures being unaudited), which have been extracted without material adjustment from the historical financial information referred to in paragraph 2.1 are set out in the following table:

	Annual report and accounts for the year ended 30 June (audited) £'000			Half-yearly report for the period ended 31 December (unaudited) £'000 <sup>18</sup>	
	2018	2019	2020	2019	2020
Net assets (£'000)	418,995	436,396	433,505	447,392	476,672
Net asset value per share (pence)	113.28	117.98	117.01	120.75	117.12
Total operating income (£'000)	35,997	46,892	29,578	28,351	14,189
Profit and comprehensive income for the period (£'000)	34,796	44,925	28,240	27,678	13,485
Earnings per share (pence)	9.41	12.15	7.63	7.48	3.57
Dividends per share (pence)	7.43	8.31	7.90	1.95*	2.00*

<sup>18</sup> The half-yearly dividend per share figures comprise only the first interim dividend which had been declared for the financial year, up to the date of publication of the half-yearly report



(c) Operating and financial review

The Company's published annual reports and accounts for the three financial years ended 30 June 2018, 30 June 2019 and 30 June 2020 and the half-year periods ending 31 December 2019 and 31 December 2020, included, on the pages specified in the table below: descriptions of the Company's financial condition (in both capital and revenue terms); details of the Company's investment activity and portfolio exposure; and changes in its financial condition for each of those years:

	Annual report and accounts for the year ended 30 June (audited)			Half-yearly report for the period ended 31 December (unaudited)	
Nature of information	2018 Page Nos	2019 Page Nos	2020 Page Nos	2019 Page Nos	2020 Page Nos
Overview of Financial Results	6-7	4-5	4-5	4-5	4-5
Chairman's statement	9-11	9-13	9-13	9-11	7-10
Investment Adviser's Report	31-66	33-72	43-86	17-57	15-42
Strategic Report	17-30	19-32	19-42	n/a	n/a
Portfolio analyses	12-15	14-17	14-17	12-15	11-14

(d) Capital resources

The Group is funded by both equity and debt, with the debt provided through the Revolving Credit Facility (£90 million drawn as at the Latest Practicable Date) and the Long Term Facility (approximately £160 million drawn as at the Latest Practicable Date).

(e) Availability of annual reports and accounts for inspection

Copies of the Company's report and audited accounts for the financial years ended 31 December 2018, 31 December 2019 and 31 December 2020 and of the half-yearly unaudited reports for the periods ended 31 December 2019 and 31 December 2020 are available for inspection at the address set out in paragraph 16 of Part XI of this document and also at [www.bluefieldsif.com](http://www.bluefieldsif.com).

### Capitalisation and indebtedness

Financial information provided in this section relates to the Company and the UK holding company, being Bluefield SIF Investments Limited (**Holdco**) (together the **Consolidated Group**). Holdco sits between the Company and the portfolio of investments and holds the Revolving Credit Facility, the Long Term Facility, and the investment portfolio.

The Company holds all of the shares in the subsidiary, Holdco, which is a holding vehicle used to hold the Company's investments. The Board considers that both the Company and Holdco are investment entities. In accordance with IFRS 10, all subsidiaries are recognised at fair value through profit and loss. The Directors believe it is appropriate to value this entity based on the fair value of its portfolio of SPV investment assets held plus its other assets and liabilities. The SPV investment assets held by the subsidiary, inclusive of their intermediary holding companies, are valued semi-annually based on referencing comparable transactions supported by discounted cash flow analysis and are referred to as the Directors' Valuation.

The capitalisation information set out below has been extracted without material adjustment from the financial information published in the report and unaudited interim accounts of the Company for the half year ended 31 December 2020 (being the last date in respect of which the Company has published financial information):

	<b>As at or for the period ended 31 December 2020 (unaudited) £000s</b>
Shareholders' Equity	
Share capital	413,214
Other reserve	63,458
<b>Total Capitalisation</b>	<b>476,672</b>

The Revolving Credit Facility and the Long Term Loan are held by the Company's wholly-owned subsidiary, Holdco. Holdco is recognised at fair value through profit and loss in accordance with IFRS 10. Investments at fair value through profit or loss comprise the fair value of the investment portfolio, which is valued semi-annually by the Directors, and the fair value of Holdco, the Company's single, direct subsidiary being its cash, working capital and debt balances.

In order to provide a more transparent and complete view of the Company's indebtedness positions, the information set out below relates to the Consolidated Group<sup>19</sup>.

	<b>31 March 2021 (unaudited) £'000</b>
A. Cash	30,681
B. Cash equivalent	—
C. Trading securities	—
<b>D. Liquidity (A+B+C)</b>	<b>30,681</b>
<b>E. Current financial receivable</b>	<b>—</b>
F. Current bank debt	—
G. Current portion of non-current debt	—
H. Other current financial debt	—
<b>I. Current financial debt (F+G+H)</b>	<b>—</b>
<b>J. Net current financial indebtedness (I-E-D)</b>	<b>(30,681)</b>
K. Non-current bank loans	250,122
L. Bonds issued	—
M. Other non-current loans	—
<b>N. Non-current financial indebtedness (K+L+M)</b>	<b>250,122</b>
<b>O. Net financial indebtedness (J+N)</b>	<b>219,441</b>

<sup>19</sup> Underneath Holdco, a number of SPVs hold additional debt items. Holdco recognises SPVs in accordance with IFRS 10

	As at 31 March 2021 (unaudited) £000s
Indebtedness	250,122
<b>Total Current Debt</b>	<b>—</b>
Guaranteed	—
Secured	—
Unguaranteed/Unsecured	—
<b>Total Non-current Debt</b>	<b>250,122</b>
Guaranteed	—
Secured	250,122
Unguaranteed/Unsecured	—

(f) Working capital

The Company is of the opinion that the working capital available to it is sufficient for the Group's present requirements, that is for at least the next 12 months from the date of this document.

(g) Net asset value

As at 31 March 2021, the Company's unaudited Net Asset Value per Ordinary Share was 113.14 pence.

## **PART X**

### **TAXATION**

#### **General**

The statements on taxation below are intended to be a general summary of certain tax consequences that may arise in relation to the Company and Shareholders. This is not a comprehensive summary of all technical aspects of the proposals and is not intended to constitute legal or tax advice to investors. Prospective investors should familiarise themselves with, and where appropriate should consult their own professional advisers on, the overall tax consequences of investing in the Company.

The statements relate to investors acquiring New Ordinary Shares for investment purposes only, and not for the purposes of any trade. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment in the Company is made will endure indefinitely. The tax consequences for each investor of investing in the Company may depend upon the investor's own tax position and upon the relevant laws of any jurisdiction to which the investor is subject.

If you are in any doubt as to your tax position or if you are subject to tax in a jurisdiction outside the UK or Guernsey, you should consult an appropriate professional adviser without delay.

#### **Guernsey taxation**

##### ***The Company***

The Company has applied for and received exemption from liability to income tax in Guernsey under the Income Tax (Exempt Bodies) (Guernsey) Ordinance 1989 as amended by the Director of the Revenue Service in Guernsey for the current year. Exemption must be applied for annually and will be granted, subject to the payment of an annual fee, which is currently fixed at £1,200, provided the Company qualifies under the applicable legislation for exemption. It is the intention of the Directors to conduct the affairs of the Company so as to ensure that it continues to qualify for exempt company status for the purposes of Guernsey taxation.

As an exempt company, the Company is and will be treated as if it were not resident in Guernsey for the purposes of liability to Guernsey income tax. Under current law and practice in Guernsey, the Company will only be liable to tax in Guernsey in respect of income arising or accruing from a Guernsey source, other than from a relevant bank deposit.

Dividends made by exempt companies to non-Guernsey residents will be free of Guernsey withholding tax and reporting requirements. Where a tax exempt company makes a dividend to shareholders that are Guernsey tax resident individuals the company will only need to report the relevant details of those dividends.

In the absence of tax exempt status, the Company would be Guernsey tax resident and taxable at the Guernsey standard rate of company income tax, which is currently zero per cent.

Guernsey currently does not levy taxes upon capital, inheritances, capital gains, gifts, sales or turnover. No stamp duty or similar tax is chargeable in Guernsey on the issue, transfer or redemption of shares in the Company.

##### ***Shareholders***

Dividends by the Company to Shareholders who are not resident in Guernsey (which includes Alderney and Herm) for tax purposes (and do not have a permanent establishment in Guernsey) can be paid to such Shareholders, either directly or indirectly, without the withholding of Guernsey tax and without giving rise to any other liability to Guernsey income tax.

Shareholders who are resident for tax purposes in Guernsey (which includes Alderney and Herm), or who are not so resident but have a permanent establishment in Guernsey to which the holding of their Shares is related, will incur Guernsey income tax at the applicable rate on a dividend paid to them by the Company. So long as the Company has been granted tax exemption the Company will not be required to withhold any tax from dividends paid to such Shareholders and will only be required to provide the Director of the Revenue Service such particulars relating to any dividend

paid to Guernsey resident Shareholders as the Director of the Revenue Service may require, including the names and addresses of the Guernsey resident Shareholders, the gross amount of any dividend paid and the date of the payment.

As already referred to above, Guernsey currently does not levy taxes upon capital inheritances, capital gains, gifts, sales or turnover, nor are there any estate duties (save for registration fees and *ad valorem* duty for a Guernsey Grant of Representation where the deceased dies leaving assets in Guernsey which require presentation of such a Grant).

No stamp duty or similar tax is chargeable in Guernsey on the issue, transfer or redemption of shares in the Company.

#### ***FATCA – US-Guernsey Intergovernmental Agreement***

On 13 December 2013 the Chief Minister of Guernsey signed an intergovernmental agreement with the US (the **US-Guernsey IGA**) regarding the implementation of FATCA. Under FATCA and legislation enacted in Guernsey to implement the US-Guernsey IGA, certain disclosure requirements will be imposed in respect of certain Shareholders who are, or are controlled by one or more natural persons who are, residents or citizens of the United States, unless a relevant exemption applies. Certain due diligence obligations also apply. Where applicable, information that will need to be disclosed will include certain information about Shareholders, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Company. The Company will be required to report this information each year in the prescribed format and manner as per local guidance.

Under the terms of the US-Guernsey IGA, Guernsey resident financial institutions that comply with the due diligence and reporting requirements of Guernsey's domestic legislation will be treated as compliant with FATCA and, as a result, should not be subject to FATCA withholding on payments they receive and should not be required to withhold under FATCA on payments they make. If the Company does not comply with these obligations, it may be subject to a FATCA deduction on certain payments to it of US source income (including interest and dividends) and (from no earlier than two years after the date of publication of certain final regulations) defining "foreign passthru payments" a portion of non-US source payments from certain non-US financial institutions to the extent attributable to US source payments. The US-Guernsey IGA is implemented through Guernsey's domestic legislation in accordance with guidance that is published in draft form.

Under the US-Guernsey IGA, securities that are "regularly traded" on an established securities market, such as the premium segment of the main market of the London Stock Exchange, are not considered financial accounts and are not subject to reporting. For these purposes, Shares will be considered "regularly traded" if there is a meaningful volume of trading with respect to the Shares on an on-going basis. Notwithstanding the foregoing, a Share will not be considered "regularly traded" and will be considered a financial account if the Shareholder is not a financial institution acting as an intermediary. Such Shareholders will be required to provide information to the Company to allow it to satisfy its obligations under FATCA, although it is expected that whilst a Share is held in uncertificated form through CREST, the holder of that Share will likely be a financial institution acting as an intermediary. Shareholders that own the Shares through a financial intermediary may be required to provide information to such financial intermediary in order to allow the financial intermediary to satisfy its obligations under FATCA.

#### ***Common Reporting Standard***

On 13 February 2014, the OECD released the CRS designed to create a global standard for the automatic exchange of financial account information, similar to the information to be reported under FATCA. On 29 October 2014, fifty-one jurisdictions signed a multilateral competent authority agreement (**Multilateral Agreement**) that activates this automatic exchange of FATCA-like information in line with the CRS. Since then further jurisdictions have signed the Multilateral Agreement and in total over 100 jurisdictions have committed to adopting the CRS. Many of these jurisdictions have now adopted the CRS. Guernsey adopted the CRS with effect from 1 January 2016.

Under the CRS and legislation enacted in Guernsey to implement the CRS, certain disclosure requirements will be imposed in respect of certain Shareholders who are, or are controlled by one or more natural persons who are, residents of any of the jurisdictions that have also adopted the CRS, unless a relevant exemption applies. Certain due diligence obligations will also be imposed.

Where applicable, information that would need to be disclosed will include certain information about Shareholders, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Company.

The Company will be required to report this information each year in the prescribed format and manner as per local guidance. The CRS is implemented through Guernsey's domestic legislation in accordance with guidance that is supplemented by guidance issued by the OECD.

Under the CRS, there is currently no reporting exemption for securities that are "regularly traded" on an established securities market, although it is expected that whilst a Share is held in uncertificated form through CREST, the holder of the Share will likely be a financial institution acting as an intermediary. Shareholders that own the Shares through a financial intermediary may be required to provide information to such financial intermediary in order to allow the financial intermediary to satisfy its obligations under the CRS.

**All prospective investors should consult with their own tax advisers regarding the possible implications of FATCA, the CRS and any other similar legislation and/or regulations on their investment in the Company.**

If the Company fails to comply with any due diligence and/or reporting requirements under Guernsey legislation implementing the US-Guernsey IGA and/or the CRS then the Company could be subject to (in the case of the US-Guernsey IGA) US withholding tax on certain US source payments, and (in all cases) the imposition of financial penalties introduced pursuant to the relevant implementing regulations in Guernsey. Whilst the Company will seek to satisfy its obligations under the US-Guernsey IGA and the CRS and associated implementing legislation in Guernsey to avoid the imposition of any financial penalties under Guernsey law, the ability of the Company to satisfy such obligations will depend on receiving relevant information and/or documentation about each Shareholder and the direct and indirect beneficial owners of the Shareholders (if any). There can be no assurance that the Company will be able to satisfy such obligations.

#### **Request for Information**

The Company has the right under the Articles to request from any Shareholder or potential investor such information as the Company deems necessary to comply with FATCA, the CRS or any obligation arising under the implementation of any intergovernmental agreement, treaty or other agreement entered into in order to comply with, facilitate, supplement or implement any legislation, regulations or guidance that seeks to implement a similar tax reporting or withholding regime, including the US-Guernsey IGA and the Multilateral Agreement.

#### **United Kingdom taxation**

**The following paragraphs are intended only as a general guide and are based on current legislation and HM Revenue & Customs (HMRC) published practice, which is subject to change at any time (possibly with retrospective effect). They are of a general nature and do not constitute tax advice and apply only to Shareholders who are resident at all times in the UK, who are the absolute beneficial owners of their New Ordinary Shares and who hold such New Ordinary Shares as an investment. They do not address the position of certain classes of Shareholders such as dealers in securities, insurance companies or collective investment schemes.**

**If you are in any doubt as to your tax position or if you are subject to tax in a jurisdiction outside the UK, you should consult an appropriate professional adviser without delay.**

#### **The Company**

**The Directors intend that the affairs of the Company should be managed and conducted so that it does not become resident in the UK for UK taxation purposes. Accordingly, and provided that the Company does not carry on a trade in the UK through a permanent establishment, the Company will not be subject to UK income tax or corporation tax on its profits other than on any UK source income.**

**Certain interest and other income received by the Company which has a UK source may be subject to withholding taxes in the UK.**



## Shareholders

### Dividends

Shareholders who are resident in the UK for taxation purposes may, depending on their circumstances, be liable to UK income tax or corporation tax in respect of dividends paid by the Company.

For UK resident individual Shareholders there is an annual £2,000 tax free dividend allowance. Dividends received by individuals totalling in excess of £2,000 in any tax year will be subject to tax at the rate of 7.5 per cent. for basic rate taxpayers, 32.5 per cent. for higher rate taxpayers, or 38.1 per cent. for additional rate taxpayers, depending on their personal circumstances.

Unless the recipient is a “**small company**” (as to which see below) a UK resident corporate Shareholder will be liable to UK corporation tax (currently 19 per cent., but expected to rise to 25 per cent. with effect from 1 April 2023 for companies with annual profits of more than £250,000, with a tapered rate of between 19 and 25 per cent. for companies with annual profits between £50,000 to £250,000) unless the dividend falls within one of the exempt classes set out in Part 9A of the Corporation Tax Act 2009. It is likely that dividends will fall within one of such exempt classes but Shareholders within the charge to UK corporation tax are advised to consult their independent professional tax advisers to determine whether dividends received will be subject to UK corporation tax.

UK resident corporate Shareholders which are “small companies” (as that term is defined in section 931S of the Corporation Tax Act 2009) will be liable to corporation tax (currently at the rate of 19 per cent., but expected to rise to 25 per cent. with effect from 1 April 2023 for companies with annual profits of more than £250,000, with a tapered rate of between 19 and 25 per cent. for companies with annual profits between £50,000 to £250,000) on dividends as the Company is not resident in a “**qualifying territory**” for the purposes of the legislation contained in the Corporation Tax Act 2009.

### Chargeable gains

#### *New Ordinary Shares*

The issue of New Ordinary Shares to a Shareholder *pro rata* to their Existing Ordinary Shares will constitute a reorganisation of the Company's share capital. Therefore, the New Ordinary Shares will be regarded as the same asset as the Shareholder's Existing Ordinary Shares, acquired on the same date as the Existing Ordinary Shares were acquired. A Shareholder's base cost of the Existing Ordinary Shares and of the New Ordinary Shares (being the consideration paid for such shares) will be spread *pro rata* across their entire holding.

#### *New Ordinary Shares issued under the Excess Application Facility, the Offer for Subscription, the Initial Placing and any Subsequent Placing*

The issue of any New Ordinary Shares under the Excess Application Facility, the Offer for Subscription, the Initial Placing or pursuant to the Placing Programme will not constitute a reorganisation of the share capital of the Company for the purposes of the UK taxation of chargeable gains and, accordingly, any New Ordinary Shares so acquired will be treated as acquired as part of a separate acquisition of such New Ordinary Shares.

### General

Any gains on disposals of the New Ordinary Shares by UK resident Shareholders or Shareholders who carry on a trade in the UK through a permanent establishment with which their investment in the Company is connected may, depending on their circumstances, give rise to a liability to UK tax on capital gains.

UK resident individual Shareholders (or those otherwise not within the charge to UK corporation tax) are subject to tax on their capital gains on a disposal of New Ordinary Shares at a rate of 10 per cent. for basic rate tax payers, and 20 per cent. for higher or additional rate tax payers. No indexation allowance will be available to such Shareholders but they may be entitled to an annual exemption from capital gains (this is £12,300 for the tax year 2021/2022).

Shareholders who are individuals and who are temporarily non-resident in the UK may, under anti-avoidance legislation, still be liable to UK tax on any capital gain realised (subject to any available exemption or relief).

Shareholders within the charge to UK corporation tax may be subject to corporation tax on chargeable gains in respect of any gain arising on a disposal of New Ordinary Shares. No indexation allowance will be available to such Shareholders.

The Directors have been advised that the Company should not be an offshore fund for the purposes of UK taxation and the provisions of Part 8 of the Taxation (International and Other Provisions) Act 2010 should not apply.

### ***Holdco***

Holdco will be liable to UK corporation tax on its income, although dividend income may be exempt from tax. Holdco will also be liable to UK corporation tax on chargeable gains, however in certain cases these may be exempt under the substantial shareholding exemption subject to meeting the relevant qualifying criteria.

### ***Other UK tax considerations***

The attention of UK resident Shareholders is drawn to the provisions of section 3 of the Taxation of Chargeable Gains Act 1992 under which, in certain circumstances, a portion of capital gains made by the Company can be attributed to a Shareholder who holds, alone or together with associated persons, more than 25 per cent. of the Ordinary Shares. This applies if the Company would be a close company for the purposes of UK taxation if it was resident in the UK. It is not anticipated that the Company would be regarded as a close company if it were resident in the UK although this cannot be guaranteed.

The attention of UK resident individual Shareholders is drawn to the provisions of sections 714 to 751 of the Income Tax Act 2007. These sections contain anti-avoidance legislation dealing with the transfer of assets to overseas persons in circumstances which may render such individuals liable to taxation in respect of undistributed profits of the Company.

The attention of UK resident company Shareholders is drawn to the controlled foreign companies legislation contained in Part 9A of the Taxation (International and Other Provisions) Act 2010. Broadly, a charge may arise to UK tax resident companies if the Company is controlled directly or indirectly by persons who are resident in the UK, it has profits which are attributable to its significant people functions and one of the exemptions does not apply.

### ***Stamp duty and stamp duty reserve tax (SDRT)***

The following comments are intended as a guide to the general UK stamp duty and SDRT position and do not relate to persons such as market makers, brokers, dealers, intermediaries and persons connected with depository arrangements or clearance services to whom special rules apply.

No UK stamp duty or SDRT will be payable on the issue of New Ordinary Shares.

UK stamp duty (at the rate of 0.5 per cent., rounded up where necessary to the next £5, of the amount of the value of the consideration for the transfer) is payable on any instrument of transfer of New Ordinary Shares executed within, or in certain cases brought into, the UK.

Provided that the New Ordinary Shares are not registered in any register of the Company kept in the UK, are not paired with shares issued by a UK company, any agreement to transfer the New Ordinary Shares should not be subject to SDRT. The Company does not intend to maintain a share register in the UK.

### ***ISAs and SIPPs***

The New Ordinary Shares will be “qualifying investments” for the stocks and shares component of an ISA (subject to applicable subscription limits) provided that they have been acquired by purchase in the market (which, for these purposes, will include any New Ordinary Shares acquired directly under Open Offer and the Offer for Subscription, but not any New Ordinary Shares acquired directly under the Initial Placing or any Subsequent Placing under the Placing Programme).

Save where New Ordinary Shares are being acquired using available funds in an existing ISA, an investment in New Ordinary Shares by means of an ISA is subject to the usual annual subscription limits applicable to new investments into an ISA (for the tax year 2021/2022, an individual may invest £20,000 worth of stocks and shares in a stocks and shares ISA). The New Ordinary Shares

will be permissible assets for SIPPs and SSASs. The Board will use its reasonable endeavours to manage the affairs of the Company so as to enable this status to be maintained.

### ***Scrip dividends***

A scrip dividend is a scrip issue of new shares made in lieu of a cash dividend where Shareholders can choose whether to receive a cash dividend or the equivalent dividend in shares. The shares issued under a scrip dividend arrangement have an equivalent cash value to the cash dividend.

A UK resident corporate Shareholder will not be liable to UK corporation tax in respect of a scrip dividend where it elects to receive new shares from the Company in lieu of a cash dividend. For the purposes of computing any future liability to UK corporation tax on chargeable gains, no consideration will be treated as having been paid for the new shares. The new shares will be added to the corporate Shareholder's existing holding of shares in the Company and treated as though they had been acquired when the corporate Shareholder's existing holding was acquired.

A UK resident individual Shareholder will not be liable to UK income tax in respect of a scrip dividend where he elects to receive new shares from the Company in lieu of a cash dividend. For capital gains tax purposes, where the election to receive new shares instead of a cash dividend is made then no consideration will be treated as having been paid for the new shares and the new shares are treated, along with the original shareholding, as the same asset acquired at the same time as the existing holding of shares in the Company (as is the case for a UK resident corporate Shareholder). UK resident individual Shareholders may be subject to UK capital gains tax in respect of chargeable gains arising on a subsequent disposal depending on their individual circumstances.

No stamp duty or stamp duty reserve tax is payable on the issue of new shares pursuant to a scrip dividend.

## PART XI

### ADDITIONAL INFORMATION

#### 1 Incorporation and administration

- (a) The Company was incorporated with liability limited by shares in Guernsey under the Companies Law on 29 May 2013 with registered number 56708 as a closed-ended investment company registered pursuant to the Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended, and the Rules. Registered schemes are regulated by the Commission insofar as they are required to comply with the requirements of the Rules, including requirements to notify the Commission of certain events and the disclosure requirements of the Commission's Prospectus Rules 2018. The Company is not regulated by the Financial Conduct Authority or any other regulator.
- (b) The registered office and principal place of business of the Company is Floor 2, Trafalgar Court, Les Banques, St Peter Port, Guernsey GY1 4LY, and the telephone number is +44 (0) 1481 742742.
- (c) The Company's existing issued Ordinary Shares have a premium listing on the Official List and are admitted to trading on the Main Market of the London Stock Exchange. The Company operates under the Companies Law and ordinances and regulations made thereunder and is subject to the Listing Rules, the Disclosure Guidance and Transparency Rules of the Financial Conduct Authority and UK MAR.

#### 2 Share Capital

- (a) The share capital of the Company consists of an unlimited number of shares of no par value which upon issue may be designated as Ordinary Shares or C Shares or such other classes of shares as the Directors may determine, in each case, of such classes and denominated in such currencies as they may determine. Notwithstanding this, a maximum of 500 million New Ordinary Shares can be issued pursuant to the Initial Issue and the Placing Programme.
- (b) C Shares are shares which convert into Ordinary Shares only when a specified proportion of the net proceeds of issuing such C Shares have been invested in accordance with the Company's investment policy (prior to which the assets of the Company attributable to the C Shares are segregated from the assets of the Company attributable to the other classes of shares). The issue of C Shares would therefore permit the Board to raise further capital for the Company whilst limiting any dilution of investment returns for existing Shareholders which might otherwise result.
- (c) As at the date of this Prospectus, the Company's issued share capital comprises 406,999,622 Ordinary Shares, all of which are fully paid.
- (d) Since 1 July 2018, the following issues of shares have taken place:
  - (i) an aggregate of 688,341 fully paid Ordinary Shares have been issued to the Investment Adviser in respect of its variable fee for the financial years ended 30 June 2017 and 30 June 2019; and
  - (ii) 36,500,000 fully paid Ordinary Shares were issued pursuant to a non-pre-emptive placing on 24 November 2020.
- (e) Since 1 July 2018, the Company has not repurchased any Ordinary Shares.
- (f) The New Ordinary Shares will be issued and created in accordance with the Articles and the Companies Law. The New Ordinary Shares are denominated in Sterling.
- (g) Pursuant to a special resolution passed on 17 December 2020, in substitution for all disapplication authorities granted to them, the Directors were generally and unconditionally authorised to allot, issue and/or sell equity securities for cash as if article 6.2 of the Articles of Incorporation did not apply to any such allotment, issue and/or sale, provided that this power shall be limited to the allotment, issue and/or sale of up to 10 per cent. of the Ordinary Shares in issue as at the date of the 2020 AGM for the period expiring at the date falling 15 months after the date of the passing of the

resolution or the conclusion of the Company's next annual general meeting, whichever is earlier (unless previously renewed, varied or revoked by the Company in a general meeting), save that the Company shall be entitled to make offers or agreements before the expiry of such power which would or might require equity securities to be allotted and issued after such expiry and the Directors shall be entitled to allot and issue equity securities pursuant to any such offer or agreement as if the power conferred hereby had not expired.

- (h) If the Resolution is passed at the Extraordinary General Meeting, the Directors will be authorised to allot and issue and/or sell equity securities for cash as if article 6.2 of the Articles did not apply to any such allotment, issue and/or sale provided that this power shall be limited to the allotment, issue and/or sale of up to an aggregate number of 500 million New Ordinary Shares (or Ordinary Shares out of treasury) pursuant to the Initial Issue and the Placing Programme and shall expire 12 months after the date of this Prospectus (unless previously renewed, varied or revoked by the Company in a general meeting), save that the Company shall be entitled to make offers or agreements before the expiry of such power which would or might require equity securities to be allotted and issued after such expiry and the Directors shall be entitled to allot and issue equity securities pursuant to any such offer or agreement as if the power had not expired.
- (i) Pursuant to an ordinary resolution passed on 17 December 2020, the Directors were authorised to make market purchases of Ordinary Shares not exceeding 14.99 per cent. of the Company's issued share capital as at the date of passing the resolution. The maximum price which may be paid for an Ordinary Share must not be more than the higher of (i) 105 per cent. of the average of the mid-market values of Ordinary Shares for the five Business Days before the purchase is made; and (ii) the higher of the last independent trade or the highest current independent bid for Ordinary Shares. Such authority will expire on the earlier of the conclusion of the next annual general meeting of the Company, or if earlier, fifteen months from the date of the resolution.
- (j) The New Ordinary Shares will be in registered form and, from Admission, will be capable of being held in uncertificated form and title to such New Ordinary Shares may be transferred by means of a relevant system (as defined in the CREST Regulations). Where the New Ordinary Shares are held in certificated form, share certificates will be sent to the registered members or their nominated agent (at their own risk) within 10 days of the completion of the registration process or transfer, as the case may be, of the New Ordinary Shares. Where New Ordinary Shares are held in CREST, the relevant CREST stock account of the registered members will be credited. The Registrar, whose registered address is set out on page 42 of this document, maintains a register of Shareholders holding their Ordinary Shares in CREST.
- (k) Save as disclosed in this paragraph 2, no share or loan capital of the Company is under option or has been agreed, conditionally or unconditionally, to be put under option.

### 3 Directors' and other Interests

- (a) Insofar as is known to the Company, the interests of each Director, including any connected person, the existence of which is known to, or could with reasonable diligence be ascertained by, that Director whether or not held through another party, in the share capital of the Company as at the date of this document is as follows:

Director	Ordinary Shares currently held	Ordinary Shares currently held (%)
John Rennocks .....	316,011	0.08
John Scott .....	512,436	0.13
Laurence McNairn .....	441,764	0.11
Meriel Lenfestey .....	—	—
Paul Le Page .....	35,000	0.01

- (b) Each of the Directors and the Investment Adviser have notified the Company that they do not intend to subscribe for any New Ordinary Shares pursuant to the Initial Issue.
- (c) As at 25 June 2021 (being the latest practicable date prior to the publication of this document), the only persons known to the Company who, directly or indirectly, are interested in five per cent. or more of the Company's issued share capital are as set out in the following table:

Shareholder	Number of Ordinary Shares	Percentage of issued Ordinary Shares
BlackRock .....	79,550,242	19.5
Gravis Capital Management .....	28,579,162	7.0
Newton Investment Management .....	28,198,322	6.9
Legal & General Investment Management .....	24,087,170	5.9
Aberdeen Standard Capital .....	22,799,794	5.6

- (d) The Company is not aware of any person who, immediately following Initial Admission, could, directly or indirectly, jointly or severally, exercise control over the Company.
- (e) The Company knows of no arrangements, the operation of which may result in a change of control of the Company.
- (f) All Shareholders of the same class have the same voting rights in respect of the share capital of the Company.
- (g) There are no outstanding loans from the Company to any of the Directors or any outstanding guarantees provided by the Company in respect of any obligation of any of the Directors.
- (h) The aggregate remuneration and benefits in kind of the Directors in respect of the Company's accounting period ending on 30 June 2021 which will be payable out of the assets of the Company are not expected to exceed £218,000. Each of the Directors is entitled to receive £39,000 per annum other than the Chairman who will be entitled to receive £62,500 per annum and the chairman of the Audit Committee who will be entitled to receive an additional fee of £8,000 per annum. No amount has been set aside or accrued by the Company to provide pension, retirement or other similar benefits.
- (i) Each of the Directors was appointed pursuant to a letter of appointment dated 24 June 2013 other than Laurence McNairn who was appointed pursuant to a letter of appointment dated 1 July 2013 and Meriel Lenfestey who was appointed pursuant to a letter of appointed dated 25 March 2019. No Director has a service contract with the Company, nor are any such contracts proposed. The Directors' appointments can be



terminated in accordance with the Articles and without compensation. There is no notice period specified in the Articles for the removal of Directors. The Articles provide that the office of Director shall be terminated by, among other things: (i) written resignation; (ii) unauthorised absences from board meetings for 12 months or more; (iii) written request of the other Directors; and (iv) a resolution of the Shareholders.

- (j) None of the Directors has, or has had, an interest in any transaction which is or was unusual in its nature or conditions or significant to the business of the Company or which has been effected by the Company since its incorporation.
- (k) Pursuant to an instrument of indemnity entered into between the Company and each Director, the Company has undertaken, subject to certain limitations, to indemnify each Director out of the assets and profits of the Company against all costs, charges, losses, damages, expenses and liabilities arising out of any claims made against him in connection with the performance of his duties as a Director of the Company.
- (l) In addition to their directorships of the Company, the Directors hold or have held the directorships and are or were members of the partnerships, as listed in the table below, over or within the past five years.

Name	Current directorships/partnerships	Past directorships/partnerships
John Rennocks	Utilico Emerging Markets Trust plc	AFC Energy plc Utilico Emerging Markets Limited
John Scott	Alpha Insurance Analysts Limited Archimedes Holdings Limited Archimedes Partners Trustees Limited Bluefield SIF Investments Limited CC Japan Income & Growth Trust plc Gala Farms Partnership Impax Environmental Markets plc Jupiter Emerging and Frontier Income Trust plc Lothian Family Trust The Oundle School Foundation River Tweed Commission The Tweed Foundation Fleming-Wyfold Art Foundation JPMorgan Global Core Real Assets Limited	The Abbotsford Trust JP Morgan Claverhouse Investment Trust plc Scottish Mortgage Investment Trust PLC Alternative Asset Opportunities PPC Limited (in liquidation)
Paul Le Page	Peregrine Guernsey Limited UK Mortgages Limited Highbridge Tactical Credit Fund Limited CAM Bastion Fund Limited CAM Bastion Dollar Fund Limited CAM Bastion Rand Fund Limited CAM Pinnacle Dollar Fund Limited CAM Pinnacle Rand Fund Limited Peregrine Global Multi-Strategy Equity Limited Peregrine Global Portfolios PCC Limited Peregrine Global Funds PCC Limited RTW Venture Fund Limited Savoir Faire Limited Lindenwood Limited	FRM Investment Management Limited (in liquidation) FA Sub 2 Limited RBH Holdings (Jersey) Limited RMF Co-Investment Limited Man Group Japan Limited Man Fund Management (Guernsey) Limited FRM Global Equity Fund SPC (liquidated) FRM Global Equity Master Fund SPC (liquidated) FCA Catalyst Master Fund SPC (liquidated) FRM Credit Strategies Master Fund PCC Limited (liquidated) FRM Phoenix Fund Limited (liquidated) FRM Diversified III Fund PCC Limited (liquidated) FRM Diversified III Master Fund Limited (liquidated) ARK Masters Fund (liquidated) Loire Limited (liquidated) RMF Multi-Manager Fund (liquidated) GLG MMI Diversified Fund (liquidated) GLG International Small Cap Fund (dissolved) RMF Enhanced Alpha Master Ltd (liquidated) Waterstone Market Neutral MCA 51 Limited (in liquidation) GLG AD Astra Value Fund (dissolved) GLG AD Astra Value Master Fund (in liquidation) Man Systematic Cat Bond Fund Limited (in

Name	Current directorships/partnerships	Past directorships/partnerships
		liquidation) MNJ Japan Cayman Fund Limited (in liquidation) Red Kite Compass Cayman Fund Limited (in liquidation) Man Glenwood Investment Strategies SPC (liquidated) Fairway Fund Limited (in liquidation) Kostbar Cayman Fund Limited (dissolved) Ishin MA (dissolved)C 90 Ltd FRM Idiosyncratic Alpha SPC FRM Selection Fund Limited Financial Risk Management Matrio Fund Limited FCA Catalyst Fund SPC FCA Catalyst Trading SPC Man Multi-Style Master Limited FRM Sigma Limited Man Multi-Strategies Master Limited Ithuba Fund SPC Kostbar Cayman Feeder FRM Thames Fund General Partner 1 Limited GLG Global Aggressive Fund GLG Global Mining and Resources Fund GLG Global Utilities Fund Ore Hill Hub Fund Ltd Ore Hill Intermediate Fund II Ltd Ore Hill Intermediate Fund Ltd Ore Hill International Fund Ltd Man GLG European Long Short Equity Restricted FRM Credit Strategies Master Fund PCC Limited
Meriel Lenfestey	Aurigny Air Services Jersey Telecom Global Limited Gemserv Ltd International Public Partnerships Limited	Foolproof Limited Whitespace Exchange Platform Solutions MXC Capital
Laurence McNaim	Hologram FSG Limited BC Partners Management XI Limited BCEC Management X Limited CIE Management IX Limited CIE Management II Limited BC Partners Holdings Limited BC Partners Group Holdings Limited BC Partners Co-Investment Holdings Limited HAT Limited BECAP GP Limited BECAP 12 GP Limited Trilantic Capital Management GP Limited Trilantic Capital Partners Management Limited Trilantic Capital Partners V Management Limited Crystal Amber Asset Management (Gsy) Limited DF Investments Limited Moulton Goodies Limited	Heritage Group Limited Hologram Holdings Limited Heritage International Fund Managers Limited Heritage Financial Services Group Limited Heritage Partners (GP) Limited Heritage international Fund Services Limited Heritage Depositary Company (UK) Limited Heritage Management Holdings (Malta) Limited Heritage International Fund Services (Malta) Limited Collingwood Holdings Limited Pietersen Holdings Limited BCEC Member Co 1 Limited BC European Capital – HSI Co-Investment Limited BC Partners Group Holdings Limited BC Partners Investment Holdings Limited BC Ws2 Newco Limited BCEC Member Co 2 Limited BCP Credit HC Limited CIE Holdings Limited BCEC Holdings X Limited CIE Management Holdings Limited GLC Limited GTU Limited Marlinbass Limited JMP 2 Limited FBAL Sellco Limited International Hospitals Network (GP) Limited Lanner SICAV PLC Macscos 30 Ltd

Name	Current directorships/partnerships	Past directorships/partnerships
		NB PEP GP Limited P25 (GP) Limited P25 Investments Limited Patria Brazil Fund Limited Falcon Investment SICAV plc CCEIP Manager Limited C Bidco Limited Yucatan Devco Limited Yucatan Devco 2 Limited

- (m) Save as disclosed above, there are no potential conflicts of interest between any duties to the Company of any of the Directors and their private interests and/or other duties. There are no lock-up provisions regarding the disposal by any of the Directors of any Ordinary Shares.
- (n) At the date of this document:
- (i) none of the Directors has had any convictions in relation to fraudulent offences for at least the previous five years;
  - (ii) save as detailed above, none of the Directors was a director of a company, a member of an administrative, management or supervisory body or a senior manager of a company within the previous five years which has entered into any bankruptcy, receivership or liquidation proceedings;
  - (iii) none of the Directors has been subject to any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies) or has been disqualified by a court from acting as a member of the administrative, management or supervisory bodies of an issuer or from acting in the management or conduct of the affairs of any issuer for at least the previous five years; and
  - (iv) none of the Directors are aware of any contract or arrangement subsisting in which they are materially interested and which is significant to the business of the Company which is not otherwise disclosed in this document.
- (o) The Company maintains directors' and officers' liability insurance on behalf of the Directors at the expense of the Company.

#### 4 Group Structure

- (a) The Company makes its investments via Bluefield SIF Investments Limited (**Holdco**), a wholly-owned subsidiary of the Company. Holdco invests directly or indirectly in the SPVs which own the assets.
- (b) Holdco was incorporated in England and Wales on 20 June 2013 as a private limited company under the CA 2006 with registered number 08577841 and having its registered office at 2nd Floor, 2 City Place Beehive Ring Road, Gatwick, West Sussex, RH6 0PA.
- (c) The directors of Holdco are John Rennocks, John Scott, James Armstrong and Neil Wood. James Armstrong is a managing partner of the Investment Adviser and Neil Wood is a partner of the Investment Adviser and as such, there is a potential conflict of interest between their duties to Holdco and their duties to the Investment Adviser.
- (d) As at this document, none of the directors of Holdco:
  - (i) has any convictions in relation to fraudulent offences for at least the previous five years;
  - (ii) has been bankrupt or been a director of any company or been a member of the administrative, management or supervisory body of an issuer or a senior manager of an issuer at the time of any bankruptcy, receivership or compulsory or creditors' voluntary liquidation for at least the previous five years;

- (iii) has been subject to any official public incrimination or sanction of him or her by any statutory or regulatory authority (including designated professional bodies) nor has he or she been disqualified by a court from acting as a director of a company or from acting as a member of the administrative, management or supervisory bodies of an issuer or from acting in the management or conduct of the affairs of any issuer, for at least the previous five years.

(e) The Company holds the entire issued share capital in Holdco.

## 5 Memorandum and Articles

The following is a summary of the Memorandum and Articles. Prospective investors should read in full the Articles, a copy of which, together with the Memorandum, is available for inspection at the place specified in paragraph 16 of this Part XI.

### (a) Objects

The memorandum of incorporation of the Company provides that the objects of the Company are unrestricted.

### (b) Dividends and other distributions

- (i) Subject to the rights of any Ordinary Shares which may be issued with special rights or privileges, the Ordinary Shares carry the right to receive all income of the Company attributable to the Ordinary Shares, and to participate in any distribution of such income made by the Company, such income shall be divided *pari passu* among the holders of Ordinary Shares in proportion to the number of Ordinary Shares held by them.
- (ii) The Directors may from time to time authorise dividends and distributions to be paid to Shareholders in accordance with the procedure set out in the Companies Law and subject to any Shareholder's rights attaching to their shares.
- (iii) The Directors may from time to time authorise dividends and distributions to be paid to holders of C Shares out of the assets attributable to the C Shares in accordance with the procedure set out in the Companies Law and subject to any rights attaching to such C Shares.
- (iv) All unclaimed dividends and distributions may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. All dividends unclaimed on the earlier of (i) a period of six years after the date when it first became due for payment and (ii) the date on which the Company is wound-up, shall be forfeited and shall revert to the Company without the necessity for any declaration or other action on the part of the Company.

### (c) Voting

- (i) Subject to any special rights, restrictions or prohibitions as regards voting for the time being attached to any Ordinary Shares, holders of Ordinary Shares shall have the right to receive notice of and to attend and vote at general meetings of the Company.
- (ii) Each Shareholder being present in person or by proxy or by a duly authorised representative (if a corporation) at a meeting shall upon a show of hands have one vote and upon a poll each such holder present in person or by proxy or by a duly authorised representative (if a corporation) shall, in the case of a separate class meeting, have one vote in respect of each share held by him and, in the case of a general meeting of all Shareholders, have one vote in respect of each Ordinary Share held by him.
- (iii) Save in certain limited circumstances, C Shares will not carry the right to attend or receive notice of general meetings of the Company nor will they carry the right to vote at such meetings.

(d) Capital

- (i) As to a winding-up of the Company or other return of capital (other than by way of a repurchase or redemption of Ordinary Shares in accordance with the provisions of the Articles and the Companies Law), the surplus assets of the Company attributable to the Ordinary Shares remaining after payment of all creditors shall, subject to the rights of any Ordinary Shares that may be issued with special rights or privileges, be divided amongst the holders of Ordinary Shares *pari passu* among the holders of Ordinary Shares in proportion to the number of Ordinary Shares held by them.
- (ii) The manner in which distributions of capital proceeds realised from investments (net of fees and expenses) and attributable to the Ordinary Shares (**Capital Proceeds**) shall be effected shall, subject to compliance with the Companies Law, be determined by the Directors in their absolute discretion and, once determined, shall be notified to Shareholders by way of an RIS announcement.
- (iii) Without restricting the discretion of the Directors described in paragraph 4(d)(ii), the Directors may effect distributions of Capital Proceeds by:
  - A) compulsorily redeeming a proportion of each Shareholder's holding of Ordinary Shares and paying the redemption proceeds to Shareholders on such terms and in such manner as the Directors may determine; or
  - B) in such other manner as may be lawful.

(e) Pre-emption rights

There are no provisions of Guernsey law which confer rights of pre-emption in respect of the allotment of the Ordinary Shares. However, the Articles of Incorporation provide that the Company is not permitted to allot (for cash) equity securities (being Ordinary Shares or C Shares or rights to subscribe for, or convert securities into, Ordinary Shares or C Shares) or sell (for cash) any Ordinary Shares or C Shares held in treasury, unless it shall first have offered to allot to each existing holder of Ordinary Shares and C Shares on the same or more favourable terms a proportion of those Ordinary Shares or C Shares the aggregate value of which (at the proposed issue price) is as nearly as practicable equal to the proportion of the total Net Asset Value of the Company represented by the Ordinary Shares or C Shares held by such shareholder. These pre-emption rights may be excluded and disapplied or modified by special resolution of the Shareholders.

(f) Variation of rights

- (i) Whenever the capital of the Company is divided into different classes of shares, the rights attached to any class of shares may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated:
  - A) with the consent in writing of the holders of more than half in number of the issued shares of that class; or
  - B) with the sanction of an ordinary resolution passed at a separate meeting of the holders of the shares of that class.
- (ii) The necessary quorum at any separate class meeting shall be two persons present holding or representing by proxy at least one-third of the voting rights of the issued shares of that class (provided that if any such meeting is adjourned for lack of a quorum, the quorum at the reconvened meeting shall be one person present holding shares of that class or his proxy) provided always that where the class has only one member, that member shall constitute the necessary quorum and any holder of shares of the class in question may demand a poll.
- (iii) The special rights conferred upon the holders of any shares or class of shares issued with preferred, deferred or other rights shall (unless otherwise expressly provided by the conditions of issue of such shares) be deemed not to be varied by (a) the creation or issue of further shares ranking *pari passu* therewith or (b) the purchase or redemption by the Company of any of its shares (or the holding of such shares as treasury shares).

- (g) Disclosure of interests in Ordinary Shares
- (i) The Directors shall have power by notice in writing (a **Disclosure Notice**) to require a Shareholder to disclose to the Company the identity of any person other than the Shareholder (an **interested party**) who has any interest (whether direct or indirect) in the Ordinary Shares held by the Shareholder and the nature of such interest or has been so interested at any time during the 3 years immediately preceding the date on which the Disclosure Notice is issued. Any such Disclosure Notice shall require any information in response to such Disclosure Notice to be given in writing to the Company within 28 days of the date of service (or 14 days if the Ordinary Shares concerned represent 0.25 per cent. or more of the number of Ordinary Shares in issue of the class of Ordinary Shares concerned).
  - (ii) If any member is in default in supplying to the Company the information required by the Company within the prescribed period (which is 28 days after service of the notice or 14 days if the Ordinary Shares concerned represent 0.25 per cent. or more in number of the issued Ordinary Shares of the relevant class), or such other reasonable period as the Directors may determine, the Directors in their absolute discretion may serve a direction notice on the member (a **Direction Notice**). The Direction Notice may direct that in respect of the Ordinary Shares in respect of which the default has occurred (the **Default Shares**) and any other Ordinary Shares held by the member shall not be entitled to vote in general meetings or class meetings. Where the Default Shares represent at least 0.25 per cent. in number of the class of Ordinary Shares concerned, the Direction Notice may additionally direct that dividends on such Default Shares will be retained by the Company (without interest) and that no transfer of the Default Shares (other than a transfer authorised under the Articles) shall be registered until the default is rectified.
  - (iii) The Directors may be required to exercise their power to require disclosure of interested parties on a requisition of Shareholders holding not less than 1/10th of the total voting rights attaching to the Ordinary Shares in issue at the relevant time.
  - (iv) In addition to the rights referred to above, the Board may serve notice on any Shareholder requiring that Shareholder to promptly provide the Company with any information, representations, certificates or forms relating to such Shareholder (or its direct or indirect owners or account holders) that the Board determines from time to time are necessary or appropriate for the Company to:
    - A) satisfy any account or payee identification, documentation or other diligence requirements and any reporting requirements imposed under sections 1471 to 1474 of the United States Internal Revenue Code of 1986 Treasury Regulations made thereunder and any agreement relating thereto (including, any amendments, modification, consolidation, re-enactment or replacement thereof made from time to time) (**FATCA**) or the requirements of any similar laws or regulations to which the Company may be subject enacted from time to time by any other jurisdiction (**Similar Laws**); or
    - B) avoid or reduce any tax otherwise imposed by FATCA or Similar Laws (including any withholding upon any payments to such Shareholder by the Company); or
    - C) permit the Company to enter into, comply with, or prevent a default under or termination of, an agreement of the type described in section 1471(b) of the US Internal Revenue Code of 1986 or under Similar Laws.
- (h) If any Shareholder (a Defaulting Shareholder) is in default of supplying to the Company the information referred to above within the prescribed period (which shall not be less than 28 days after the service of the notice), the Defaulting Shareholder shall be deemed to be a Non-Qualified Holder.



(i) Transfer of Shares

- (i) Subject to the Articles (and the restrictions on transfer contained therein), a Shareholder may transfer all or any of his Shares in any manner which is permitted by the Companies Law or in any other manner which is from time to time approved by the Board.
- (ii) A transfer of a certificated Share shall be in the usual common form or in any other form approved by the Board. An instrument of transfer of a certificated Share shall be signed by or on behalf of the transferor and, unless the Share is fully paid, by or on behalf of the transferee.
- (iii) The Articles of Incorporation provide that the Board has power to implement such arrangements as it may, in its absolute discretion, think fit in order for any class of Ordinary Shares or C Shares to be admitted to settlement by means of an uncertificated system (including the CREST UK system). If the Board implements any such arrangements, no provision of the Articles will apply or have effect to the extent that it is in any respect inconsistent with:
  - A) the holding of shares of the relevant class in uncertificated form;
  - B) the transfer of title to shares of the relevant class by means of the CREST UK system; or
  - C) the Guernsey USRs or the CREST Rules.
- (iv) Where any class of Ordinary Shares or C Shares is, for the time being, admitted to settlement by means of the CREST UK system such securities may be issued in uncertificated form in accordance with and subject to the Guernsey USRs and the CREST Rules. Unless the Board otherwise determines, shares held by the same holder or joint holders in certificated form and uncertificated form will be treated as separate holdings. Shares may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject to the Guernsey USRs and the CREST Rules. Title to such of the shares as are recorded on the register as being held in uncertificated form may be transferred only by means of the CREST UK system.
- (v) The Board may, in its absolute discretion and without giving a reason, refuse to register a transfer of any share in certificated form or uncertificated form subject to the Articles which is not fully paid or on which the Company has a lien provided that this would not prevent dealings in the shares from taking place on an open and proper basis on the London Stock Exchange.
- (vi) In addition, the Board may decline to transfer, convert or register a transfer of any share in certificated form or (to the extent permitted by the Guernsey USRs and the CREST Rules) uncertificated form: (a) if it is in respect of more than one class of shares, (b) if it is in favour of more than four joint transferees, (c) if applicable, if it is delivered for registration to the registered office of the Company or such other place as the Board may decide, not accompanied by the certificate for the shares to which it relates and such other evidence of title as the Board may reasonably require, or (d) the transfer is in favour of any Non-Qualified Holder.
- (vii) If any shares are owned directly, indirectly or beneficially by a person believed by the Board to be a Non-Qualified Holder, the Board may give notice to such person requiring him either (i) to provide the Board within 30 days of receipt of such notice with sufficient satisfactory documentary evidence to satisfy the Board that such person is not a Non-Qualified Holder or (ii) to sell or transfer his Ordinary Shares to a person who is not a Non-Qualified Holder within 30 days and within such 30 days to provide the Board with satisfactory evidence of such sale or transfer and pending such sale or transfer, the Board may suspend the exercise of any voting or consent rights and rights to receive notice of or attend any meeting of the Company and any rights to receive dividends or other distributions with respect to such shares. Where condition (i) or (ii) is not satisfied within 30 days after the serving of the notice, the person will be deemed, upon the expiration of such 30 days, to have forfeited his

shares. If the Board in its absolute discretion so determines, the Company may dispose of the shares at the best price reasonably obtainable and pay the net proceeds of such disposal to the former holder.

(j) General meetings

- (i) General meetings (which are annual general meetings) shall be held at least once in each calendar year and in any event, no more than 15 months since the last annual general meeting. All general meetings (other than annual general meetings) shall be called extraordinary general meetings. Extraordinary general meetings and annual general meetings shall be held in Guernsey or such other place outside the United Kingdom as may be determined by the Board from time to time.
- (ii) The notice must specify the date, time and place of any general meeting and the text of any proposed special and ordinary resolution. Any general meeting shall be called by at least ten clear days' notice. A general meeting may be deemed to have been duly called by shorter notice if it is so agreed by all the members entitled to attend and vote thereat. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive such notice shall not invalidate the proceedings at the meeting.
- (iii) The Shareholders may require the Board to call an extraordinary general meeting in accordance with the Companies Law.

(k) Restrictions on voting

Unless the Board otherwise decides, no member shall be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all calls and other sums presently payable by him in respect of that share have been paid. No member of the Company shall, if the Directors so determine, be entitled in respect of any share held by him to attend or vote (either personally or by representative or by proxy) at any general meeting or separate class meeting of the Company or to exercise any other right conferred by membership in relation to any such meeting if he or any other person appearing to be interested in such shares has failed to comply with a Disclosure Notice (see paragraph 4(h)(i) above) within 14 days, in a case where the shares in question represent at least 0.25 per cent. of their class, or within 28 days, in any other case, from the date of such Disclosure Notice.

These restrictions will continue until the information required by the notice is supplied to the Company or until the shares in question are transferred or sold in circumstances specified for this purpose in the Articles.

(l) Appointment, retirement and disqualification of Directors

- (i) Unless otherwise determined by the Shareholders by ordinary resolution, the number of Directors shall not be less than two and there shall be no maximum number. At no time shall a majority of the Board be resident in the UK for UK tax purposes.
- (ii) A Director need not be a Shareholder. A Director who is not a Shareholder shall nevertheless be entitled to attend and speak at Shareholders' meetings.
- (iii) Subject to the Articles, Directors may be appointed by the Board (either to fill a vacancy or as an additional Director). No person other than a Director retiring at a general meeting shall, unless recommended by the Directors, be eligible for election by the Company to the office of Director unless not less than seven and not more than 42 clear days before the date appointed for the meeting there shall have been left at the Company's registered office (or, if an electronic address has been specified by the Company for such purposes, sent to the Company's electronic address) notice in writing signed by a Shareholder who is duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election together with notice in writing signed by that person of his

willingness to be elected, specifying his tax residency status and containing a declaration that he is not ineligible to be a Director in accordance with the Companies Law.

- (iv) No person shall be or become incapable of being appointed a Director, and no Director shall be required to vacate that office, by reason only of the fact that he has attained the age of 70 years or any other age.
  - (v) Subject to the Articles, at each annual general meeting of the Company, any Director (i) who has been appointed by the Board since the last annual general meeting, (ii) who held office at the time of the two preceding annual general meetings and who did not retire at either of them, or (iii) who has held office with the Company, other than employment or executive office, for a continuous period of nine years or more at the date of the meeting, shall retire from office and may offer himself for election or re-election by the Shareholders.
  - (vi) A Director who retires at an annual general meeting may, if willing to continue to act, be elected or re-elected at that meeting. If he is elected or re-elected he is treated as continuing in office throughout. If he is not elected or re-elected, he shall remain in office until the end of the meeting or (if earlier) when a resolution is passed to appoint someone in his place or when a resolution to elect or re-elect the Director is put to the meeting and lost.
  - (vii) The office of a Director shall be vacated: (i) if he (not being a person holding for a fixed term an executive office subject to termination if he ceases from any cause to be a Director) resigns his office by one month's written notice signed by him sent to or deposited at the Company's registered office; (ii) if he dies; (iii) if he shall have absented himself (such absence not being absence with leave or by arrangement with the Board on the affairs of the Company) from meetings of the Board for a consecutive period of 12 months and the Board resolves that his office shall be vacated; (iv) if he becomes bankrupt or makes any arrangements or composition with his creditors generally; (v) if he ceases to be a Director by virtue of, or becomes prohibited from being a Director by reason of, an order made under the provisions of any law or enactment; (vi) if he is requested to resign by written notice signed by a majority of his co-Directors (being not less than two in number); (vii) if the Company by ordinary resolution shall declare that he shall cease to be a Director; (viii) if he becomes resident in the United Kingdom for tax purposes and, as a result thereof, a majority of the Directors would, if he were to remain a Director, be resident in the United Kingdom for tax purposes; or (ix) if he becomes ineligible to be a Director in accordance with the Companies Law.
  - (viii) Any Director may, by notice in writing, appoint any other person (subject to the provisions in paragraph 4(l)(ix) below), who is willing to act as his alternate and may remove his alternate from that office.
  - (ix) Each alternate Director shall be either (i) resident for tax purposes in the same jurisdiction as his appointor, or (ii) resident outside the UK for UK tax purposes, in each case for the duration of the appointment of that alternate Director and in either case shall also be eligible to be a Director under the Companies Law and signs a written consent to act. Every appointment or removal of an alternate Director shall be by notice in writing signed by the appointor and served upon the Company.
- (m) Proceedings of the Board
- (i) The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless so fixed shall be two. Subject to the Articles, a meeting of the Board at which a quorum is present shall be competent to exercise all the powers and discretion exercisable by the Board.

- (ii) All meetings of the Board are to take place outside the United Kingdom and any decision reached or resolution passed by the Directors at any meeting of the Board held within the United Kingdom or at which no majority of Directors resident outside the UK (and not within the UK) for UK tax purposes is present shall be invalid and of no effect.
  - (iii) The Board may elect one of their number as chairman. If no chairman is elected or if at any meeting the chairman is not present within five minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting.
  - (iv) Questions arising at any meeting shall be determined by a majority of votes.
  - (v) The Board may delegate any of its powers to committees consisting of one or more Directors as they think fit with a majority of such Directors being resident outside of the United Kingdom for United Kingdom tax purposes. Committees shall only meet outside the United Kingdom. Any committee so formed shall be governed by any regulations that may be imposed on it by the Board and (subject to such regulations) by the provisions of the Articles that apply to meetings of the Board.
- (n) Remuneration of Directors
- The Directors shall be entitled to receive fees for their services, such sums not to exceed in aggregate £300,000 in any financial year in aggregate (or such sum as the Company in general meeting shall from time to time determine). The Directors may be paid all reasonable travelling, hotel and other out of pocket expenses properly incurred by them in attending board or committee meetings or general meetings, and all reasonable expenses properly incurred by them seeking independent professional advice on any matter that concerns them in the furtherance of their duties as a Director.
- (o) Interests of Directors
- (i) Subject to and in accordance with the Companies Law, a Director must, immediately after becoming aware of the fact that he is interested in a transaction or proposed transaction with the Company, disclose the nature and extent of that interest to the Directors.
  - (ii) Subject to the provisions of the Companies Law, and provided that he has disclosed to the Directors the nature and extent of any interests of his, a Director notwithstanding his office:
    - A) may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director on such terms as to the tenure of office and otherwise as the Directors may determine;
    - B) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
    - C) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, a shareholder of or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested;
    - D) shall not, by reason of his office, be accountable to the Company for any remuneration or benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit;
    - E) may act by himself or his firm in a professional capacity for the Company, other than as auditor, and he or his firm shall be entitled to remuneration for professional services as though he were not a Director of the Company; and
    - F) may be counted in the quorum present at any meeting in relation to any resolution in respect of which he has declared an interest (but he may not vote thereon).

(p) Winding-up

- (i) If the Company shall be wound up, the liquidator may, with the sanction of an extraordinary resolution, divide the whole or any part of the assets of the Company among the members entitled to the same *in specie* and the liquidator may for that purpose value any assets as he deems fair and determine how the division shall be carried out as between the members or different classes of members and, with the like sanction, may vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he may determine, but no member shall be compelled to accept any assets upon which there is a liability.
- (ii) Where the Company is proposed to be or is in the course of being wound up and the whole or part of its business or property is proposed to be transferred or sold to another company, the liquidator may, with the sanction of an ordinary resolution, receive in compensation shares, policies or other like interests for distribution or may enter into any other arrangements whereby the members may, in lieu of receiving cash, shares, policies or other like interests, participate in the profits of or receive any other benefit from the transferee.

(q) Borrowing powers

The Directors may exercise all the powers of the Company to borrow money and to give guarantees, mortgage, hypothecate, pledge or charge all or part of its undertaking, property (present or future) or assets or uncalled capital and to issue securities whether outright, or as collateral security for any debt, liability or obligation of the Company or of any third party.

(r) Discontinuation Resolution

The Directors are required to propose an ordinary resolution at every fifth annual general meeting that the Company should cease to continue as presently constituted (a **Discontinuation Resolution**). In the event that a Discontinuation Resolution is passed, the Directors will be required to formulate proposals to be put to Shareholders within four months to wind up or otherwise reconstruct the Company, bearing in mind the illiquid nature of the Company's underlying assets.

## 6 Material Contracts

The following are all of the contracts, not being contracts entered into in the ordinary course of business, that have been entered into by the Company in the two years immediately preceding the date of document and are, or may be, material or that contain any provision under which the Company has any obligation or entitlement which is or may be material to it as at the date of this document:

(a) Investment Advisory Agreement

Pursuant to an agreement dated 25 June 2013 made between the Company, Holdco and the Investment Adviser (as amended and restated from time to time), the Investment Adviser has been appointed to provide investment advisory services to the Company and Holdco, to identify and source potential investments for the Company in accordance with the investment policy and to undertake the day to day management of the Company's investment portfolio, subject to the overall supervision of the Board. The Investment Adviser does not have authority to make investment decisions on behalf of the Company and all investment decisions (including in respect of new investments and the realisation of existing investments) will be subject to the approval of the Board.

The Investment Adviser will be entitled to the fee described in Part VI of this document.

The Investment Advisory Agreement is terminable by either the Investment Adviser or the Company giving to the other not less than 12 months' written notice, such notice not to be given before 30 June 2023.

The Investment Advisory Agreement may be terminated by the Company with immediate effect, *inter alia* if:

- (i) an order has been made or an effective resolution passed for the liquidation of the Investment Adviser;



- (ii) the Investment Adviser ceases to carry on business;
- (iii) the Investment Adviser has committed a material breach of the Investment Advisory Agreement and fails to remedy such breach within 30 days of receiving notice requiring it to do so or is guilty of wilful default, fraud or gross negligence or if the Investment Adviser fails to comply with any reasonable direction of the Board;
- (iv) the Investment Adviser ceases to hold any required authorisation to carry out its services under the Investment Advisory Agreement;
- (v) the Company is required to do so by a relevant regulatory authority and this is a final decision with no right of appeal; or
- (vi) a Key Executive Event occurs (as defined in the agreement) and if only one Key Executive (initially being any of James Armstrong, Giovanni Terranova or Mike Rand) remains and a replacement is not nominated and approved by the Board within 3 months or if no Key Executives remain following such Key Executive Event.

The Investment Advisory Agreement may be terminated by the Investment Adviser with immediate effect if an order has been made or an effective resolution passed for the winding up of the Company or the Company has committed a material breach of the Investment Advisory Agreement and fails to remedy such breach within 30 days of receiving notice requiring it to do so.

The Company has given certain market standard indemnities in favour of the Investment Adviser in respect of the Investment Adviser's potential losses in carrying on its responsibilities under the Investment Advisory Agreement.

The Ordinary Shares previously acquired by the Investment Adviser in respect of the variable fee which has been paid to it are subject to a three year lock-up period, with one-third of the relevant Ordinary Shares becoming free from the lock-up on each anniversary of their issue. These restrictions will not prevent the Investment Adviser from disposing of the relevant Ordinary Shares in the following circumstances (i) pursuant to the acceptance of any general, partial or tender offer by any third party or the Company, (ii) in connection with a scheme of arrangement, (iii) to another member of the Investment Adviser's group or to any of its members or employees provided that the transferee continues to be bound by the lock-in, (iv) pursuant to an order of a court with competent jurisdiction, (v) on a winding-up of the Company or (vi) a disposal of such number of Ordinary Shares (as agreed with the Board) in order to enable any member of the Investment Adviser to pay any taxation or similar levy payable by that member which is referable to the variable fee.

The Investment Adviser reserves the right, in its absolute discretion, to rebate a part of the fee payable to it under the Investment Advisory Agreement to an introducer or underlying investor.

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

(b) Administration Agreement

The Company and the Administrator have entered into an administration agreement dated 24 June 2013, pursuant to which the Company has appointed the Administrator to act as its administrator and company secretary.

Under the terms of the Administration Agreement, the Administrator is entitled to the fees described in Part VI of this document. The Administrator will, in addition, be entitled to recover third party expenses and disbursements.

The Company has given certain market standard indemnities in favour of the Administrator in respect of the Administrator's potential losses in carrying out its responsibilities under the Administration Agreement.

The Administration Agreement is terminable by either party on three months' notice in writing (given so as to expire on the last day of the calendar month), and may be terminated immediately by either party in the event of insolvency or material breach of the other party.



The Administration Agreement is governed by the laws of the Island of Guernsey.

(c) Registrar Agreement

The Company and the Registrar entered into a registrar agreement dated 25 June 2013, pursuant to which the Company appointed the Registrar to act as registrar of the Company.

The Registrar will be entitled to an annual fee from the Company equal to £1.65 per shareholder per annum or part thereof; with a minimum of £7,500 per annum. Other registrar activity will be charged for in accordance with the Registrar's normal tariff as published from time to time.

The Registrar Agreement may be terminated by either the Company or the Administrator giving to the other not less than three months' written notice at any time.

The Registrar Agreement contains certain standard indemnities from the Company in favour of the Registrar and from the Registrar in favour of the Company. The Registrar's liability under the Registrar Agreement is subject to a financial limit.

(d) Revolving Credit Facility Agreement

The Company, Holdco and The Royal Bank of Scotland International Limited entered into an amended and restated revolving credit facility agreement on 6 November 2020 (the **Revolving Credit Facility Agreement**). The Revolving Credit Facility Agreement provides for a working capital facility of £50 million and a further uncommitted, accordion facility of £50 million (the **RCF** or **Revolving Credit Facility**). The RCF enables the Company to fund new acquisitions and to provide letters of credit for future investment obligations should they be required.

On 4 January 2021, the Company drew down £40 million from the accordion facility (out of a possible £50 million) for a 12 month period to 5 January 2022. The Company retains the ability to extend the tenor of this drawdown, if required, in line with the wider maturity terms of the RCF.

The RCF may be used to (i) finance investments made by the Company, subject to compliance with the investment policy in relation to the nature, jurisdiction, characteristics and concentration of the Portfolio; (ii) finance-related acquisition costs; and (iii) for general corporate working capital purposes up to £5 million. Various interest cover and loan to value ratios are imposed. The proceeds of any disposal by the Company or Holdco or, equity raised by the Company are required to be paid into a series of specified accounts and must either be applied in prepayment of the RCF or, subject to confirmation that the financial covenants are, and will continue to be, achieved in the acquisition of further investments.

The RCF is guaranteed by the Company and secured against its cash balances and loan notes between the Company, Holdco and a selection of portfolio assets. There are also cross guarantees and indemnities between the Company, Holdco and a selection of portfolio assets, including the Company in its capacity as a guarantor under the RCF. The RCF contains further representations, warranties, covenants, events of default and other obligations including indemnities on the part of the Company.

(e) Long Term Facility Agreement

The Company, Holdco and Aviva Investors entered into a £187 million 18 year fully amortising long term debt facility in September 2016 (the **Long Term Facility**). The Long Term Facility has been provided in two tranches, both of which were fully drawn down at inception. The first is a £121.5 million fixed-rate long term facility with a fixed rate margin of 2.875 per cent. and the second is a £65.5 million index-linked long term facility at RPI + 70 basis points.

Both tranches will be fully amortised by September 2034, with repayments being made on a quarterly basis, sculpted to the Company's cash flows over the life of the respective tranches.

The Long Term Facility is guaranteed by the Company and secured against its cash balances and loan notes between the Company, Holdco and a selection of portfolio assets on a *pari passu* basis with the RCF. There are also cross guarantees and indemnities between the Company, Holdco and a selection of portfolio assets, as well as further representations, warranties, covenants, events of default and other obligations including indemnities on the part of the Company.

(f) Sponsor and Placing Agreement

Pursuant to the Sponsor and Placing Agreement dated 29 June 2021 between the Company, the Investment Adviser and Numis, and subject to certain conditions, Numis has agreed to use its reasonable endeavours to procure subscribers for the New Ordinary Shares pursuant to the Initial Placing at the Initial Issue Price and for New Ordinary Shares at the applicable Placing Programme Price pursuant to the Placing Programme. In addition, under the Sponsor and Placing Agreement, Numis has been appointed as sponsor and financial adviser in connection with the proposed applications for Admission, the Initial Issue and the Placing Programme. Neither the Initial Placing nor the Placing Programme are being underwritten.

The obligations of the Company to issue the New Ordinary Shares and the obligations of Numis to use its reasonable endeavours to procure subscribers for New Ordinary Shares pursuant to the Initial Placing is conditional upon certain conditions that are typical for an agreement of this nature. These conditions include, among others: (i) the Resolution being passed at the EGM; (ii) the Sponsor and Placing Agreement becoming wholly unconditional (save as to Initial Admission) and not having been terminated in accordance with its terms prior to Initial Admission; and (iii) Initial Admission occurring by 8.00 a.m. on 23 July 2021 (or such later date as the Company, the Investment Adviser and Numis may agree in writing, being not later than 8.00 a.m. on 31 July 2021).

The obligations of the Company to issue the New Ordinary Share and the obligations of Numis to use its reasonable endeavours to procure subscribers for New Ordinary Shares pursuant to any Subsequent Placing are also conditional upon certain conditions that are typical for an agreement of this nature. These conditions include, among others: (i) the Resolution being passed at the EGM; (ii) the Sponsor and Placing Agreement becoming otherwise unconditional in respect of that Subsequent Placing, and not being terminated in accordance with its terms before the relevant Admission becomes effective; (iii) if a supplementary prospectus is required to be published in accordance with Article 23 of the UK Prospectus Regulation, such supplementary prospectus being approved by the FCA and published by the Company in accordance with the Prospectus Regulation Rules; and (iv) Admission of the New Ordinary Shares issued pursuant to each Subsequent Placing at such time and on such date as the Company, the Investment Adviser and Numis may agree prior to the closing of that Placing, not being later than 28 June 2022.

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

Numis reserves the right, in its absolute discretion, to pay away part of the fee payable to it under the Sponsor and Placing Agreement to an introducer or underlying investor.

The Sponsor and Placing Agreement may be terminated by Numis in certain customary circumstances prior to Admission.

The Sponsor and Placing Agreement is governed by the laws of England and Wales.

(g) Receiving Agent's Agreement

The Company and the Receiving Agent entered into a receiving agent agreement dated 14 May 2021 pursuant to which the Company appointed Link Market Services Limited to act as receiving agent to the Open Offer and the Offer for Subscription, and other related services. The Receiving Agent is entitled to various fees for its service (including all disbursements). The agreement contains certain standard indemnities from the Company

in favour of the Receiving Agent and from the Receiving Agent in favour of the Company. The Receiving Agent's liability under the Receiving Agent's Agreement is subject to a financial limit of the lesser of £250,000 or an amount equal to five (5) times the fees payable to the Receiving Agent under the Receiving Agent's Agreement.

## **7 Litigation**

There are, and 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 period covering the 12 months preceding the date of this document, which may have, or have had in the recent past, a significant effect on the Company's and/or the Group's financial position or profitability.

## **8 No significant change**

There has been no significant change in the financial position of the Group since 31 December 2020 (being the end of the last financial period of the Company for which unaudited financial information has been published), save for:

- On 8 January 2021, Holdco acquired 100 per cent of the issued share capital of Bradenstoke Solar Park Limited, the owner of Bradenstoke Solar Park, a 70 MWp ground mounted plant, for a total cash consideration of £87.9 million. The acquisition of Bradenstoke Solar Park Limited was financed by a £90 million drawdown of the Revolving Credit Facility on 7 January 2021. The plant, located in Wiltshire, has been operational since March 2015 and is accredited under the ROC regime with a tariff of 1.4 ROCs;
- on 22 January 2021, the Company declared an interim dividend of 2.00 pence per Ordinary Share for the quarter 1 October 2020 to 31 December 2020. The total dividend, £8,139,992, is based on a record date of 5 February 2021 and the number of Ordinary Shares in issue at that time, being 406,999,622 Ordinary Shares;
- on 5 May 2021, the Company declared an interim dividend of 2.00 pence per Ordinary Share for the quarter 1 January 2021 to 31 March 2021. The total dividend, £8,139,992, is based on a record date of 14 May 2021 and the number of Ordinary Shares in issue at that time, being 406,999,622 Ordinary Shares;
- on 28 June 2021, the Company announced that it had entered into a conditional sale and purchase agreement to acquire an unlevered portfolio of 109 small scale onshore wind turbines located in the UK for an aggregate consideration of £60 million (including working capital) from Arena Capital Partners Limited, a large-scale owner-operator of small to medium scale wind turbines (the **Wind Portfolio Acquisition**). The Wind Portfolio Acquisition is conditional on the Company obtaining the necessary financing in order to complete the Wind Portfolio Acquisition.

## **9 Related Party Transactions**

Except with respect to the appointment letters and instruments of indemnity entered into between the Company and each director and the agreement entered into with the Investment Adviser as set out in paragraph 6(a) of this Part XI and save as disclosed in note 16 on pages 110 and 111 of the published annual report and audited accounts for the Company for the financial year ended 30 June 2018, note 16 on pages 122 and 123 of the published annual report and audited accounts for the Company for the financial year ended 30 June 2019, note 16 on page 128 of the published annual report and audited accounts for the Company for the financial year ended 30 June 2020 and note 14 on page 63 of the half-yearly report for the period ended 31 December 2020, which have all been incorporated into this document by reference, the Group was not a party to, nor had any interest in, any related party transaction (as defined in the Standards adopted according to the Regulation (EC) No 1606/2002) at any time during the three years ended 30 June 2020 or during the period from 30 June 2020 to 25 June 2021 (being the latest practicable date prior to the publication of this document).

## 10 General

- (a) The Initial Placing and the Placing Programme are being carried out on behalf of the Company by Numis which is authorised and regulated in the UK by the Financial Conduct Authority.
- (b) The address of the Investment Adviser is 6 New Street Square, London EC4A 3BF and its telephone number is +44 (0)20 7078 0020.
- (c) Applications will be made to each of the Financial Conduct Authority and the London Stock Exchange respectively for the New Ordinary Shares to be admitted to listing and trading on the premium segment of the Official List and the London Stock Exchange's Main Market respectively. It is expected that Admission of the New Ordinary Shares issued pursuant to the Initial Issue and any Subsequent Placing will become effective, and that dealings in such New Ordinary Shares will commence between 23 July 2021 and 28 June 2022.
- (d) No application is being made for the New Ordinary Shares to be dealt with in or on any stock exchanges or investment exchanges other than the London Stock Exchange.
- (e) As at the Latest Practicable Date, the published net assets of the Company were £460.5 million. On the basis that 500 million New Ordinary Shares are issued under the Initial Issue and the Placing Programme and assuming an issue price of 118 pence per New Ordinary Share, the net assets of the Company would increase by approximately £580.9 million immediately after their Admission. The Company derives earnings from its gross assets in the form of dividends and interest. It is not expected that there will be any material impact on the Net Asset Value per Ordinary Share as the net proceeds of the Initial Issue and each Subsequent Placing under the Placing Programme are expected to be used to be invested in investments consistent with the Company's investment objective, after having repaid sums drawn down under the Revolving Credit Facility.
- (f) None of the New Ordinary Shares available under the Initial Issue or the Placing Programme are being underwritten.
- (g) CREST is a paperless settlement procedure enabling securities to be evidenced other than by certificates and transferred other than by written instrument. The Articles of the Company permit the holding of the New Ordinary Shares under the CREST system. The Directors intend to apply for the New Ordinary Shares to be admitted to CREST with effect from their respective Admission. Accordingly it is intended that settlement of transactions in the New Ordinary Shares following Admission may take place within the CREST system if the relevant Shareholders so wish. CREST is a voluntary system and Shareholders who wish to receive and retain share certificates will be able to do so upon request from the Registrar.
- (h) The Company does not own any premises and does not lease any premises.
- (i) The Company has not had any employees since its incorporation and does not own any premises.

## 11 Third party sources

- (a) Certain information contained in this document has been sourced from third parties. Such information (which can be identified by the word "source" followed by the source) has been accurately reproduced and, as far as the Company is aware and able to ascertain from information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading.
- (b) The Investment Adviser has given and not withdrawn its written consent to the issue of this document with references to its name in the form and context in which such references appear and has authorised the inclusion of such statements in this document. The Investment Adviser accepts responsibility for information attributed to it in this document and declares that, the information contained in this document is, to the best of its knowledge, in accordance with the facts and this document makes no omission likely to affect its import.

- (c) Numis has given and not withdrawn its written consent to the inclusion in this document of its name and references in the form and context in which they appear.

## 12 Mandatory Bids, Squeeze Out and Sell Out Rights Relating to the Shares

- (a) The Takeover Code applies to the Company. Under the Takeover Code, if an acquisition of Shares were to increase the aggregate holding of the acquirer and its concert parties to Shares carrying 30 per cent. or more of the voting rights in the Company, the acquirer (and depending on the circumstances, its concert parties) would be required, except with the consent of the Panel, to make a cash offer for the outstanding Shares in the Company at a price not less than the highest price paid for any interests in the Shares by the acquirer or its concert parties during the previous 12 months. This requirement would also be triggered by an acquisition of Shares by a person holding (together with its concert parties) Shares carrying between 30 per cent. and 50 per cent. of the voting rights in the Company if the effect of such acquisition were to increase that person's percentage of the voting rights.
- (b) Shares may be subject to compulsory acquisition in the event of a takeover offer which satisfies the requirements of Part XVIII of the Companies Law or, in the event of a scheme of arrangement, under Part VIII of the Companies Law.
- (c) In order for a takeover offer to satisfy the requirements of Part XVIII of the Companies Law, the prospective purchaser must prepare a scheme or contract (in this paragraph, the **Offer**) relating to the acquisition of the Shares and make the Offer to some or all of the Shareholders. If, at the end of a four month period following the making of the Offer, the Offer has been accepted by Shareholders holding 90 per cent. in value of the Shares affected by the Offer, the purchaser has a further two months during which it can give a notice (in this paragraph, a **Notice to Acquire**) to any Shareholder to whom the Offer was made but who has not accepted the Offer (in this paragraph, the **Dissenting Shareholders**) explaining the purchaser's intention to acquire their Shares on the same terms. The Dissenting Shareholders have a period of one month from the Notice to Acquire in which to apply to the Court for the cancellation of the Notice to Acquire. Unless, prior to the end of that one month period, the Court has cancelled the Notice to Acquire or granted an order preventing the purchaser from enforcing the Notice to Acquire, the purchaser may acquire the Shares belonging to the Dissenting Shareholders by paying the consideration payable under the Offer to the Company, which it will hold on trust for the Dissenting Shareholders.
- (d) A scheme of arrangement is a proposal made to the Court by the Company in order to effect an "arrangement" or reconstruction, which may include a corporate takeover in which the Shares are acquired in consideration for cash or shares in another company. A scheme of arrangement is subject to the approval of a majority in number representing at least 75 per cent. (in value) of the members (or any class of them) present and voting in person or by proxy at a meeting convened by the Court and subject to the approval of the Court. If approved, the scheme of arrangement is binding on all Shareholders.
- (e) In addition, the Companies Law permits the Company to effect an amalgamation, in which the Company amalgamates with another company to form one combined entity. The Shares would then be shares in the capital of the combined entity.

## 13 AIFM Directive

The Company is categorised as an internally managed non-UK and non-EU AIF for the purposes of the UK AIFMD Laws and the EU AIFM Directive and as such it is not required to seek authorisation under the UK AIFMD Laws or the EU AIFM Directive. However, following national transposition of the UK AIFMD Laws into the UK and the EU AIFM Directive in a given EU member state, the marketing of shares in AIFs that are established outside the UK, in the case of the UK AIFMD Laws, or outside the EU, the case of the EU AIFM Directive (such as the Company) to investors in the UK or that EU member state will be prohibited unless certain conditions set out in the UK AIFMD Laws or the EU AIFM Directive, as applicable, are met.



Certain of these conditions are outside the Company's control as they are dependent on the regulators of the relevant third country (in this case Guernsey) and the UK or the relevant EU member state, as applicable, entering into regulatory co-operation agreements with one another and the Company cannot guarantee that such conditions will be satisfied.

The conditions specified in UK AIFMD Laws and the EU AIFM Directive include, *inter alia*, a requirement that the Company make certain specified disclosures to prospective investors prior to their investment in the Company. A copy of the Company's investor disclosure document prepared in accordance with the UK AIFMD Laws and the EU AIFM Directive is available on the Company's website at [www.bluefieldsif.com](http://www.bluefieldsif.com).

#### **14 UK Rules on marketing of pooled investments**

The FCA Rules contains rules restricting the marketing within the UK of certain pooled investments or 'funds', referred to in the FCA Rules as non-mainstream pooled investments (**NMPIs**), to 'ordinary retail clients'. These rules took effect on 1 January 2014. The Company currently conducts its affairs such that its Shares are excluded from the FCA's restrictions which apply to NMPI products because the Shares are shares in an investment company which, if it were domiciled in the United Kingdom, would currently qualify as an "investment trust".

#### **15 Availability of this Prospectus**

Copies of this document can be collected, free of charge during business hours on any Business Day, from the Investment Adviser at 6 New Street Square, London EC4A 3BF, or from the registered office of the Company (being Floor 2, Trafalgar Court, Les Banques, St Peter Port, Guernsey GY1 4LY).

#### **16 Documents available for inspection**

Copies of the following documents will be available for inspection at the Company's website (<https://www.bluefieldsif.com>) and at the registered office of the Company during business hours on any Business Day from the date of this document until 28 June 2022:

- (a) the memorandum of incorporation of the Company;
- (b) the Articles;
- (c) the audited financial statements of the Company for the years ended 30 June 2018, 30 June 2019 and 30 June 2020;
- (d) the half yearly reports and unaudited financial statements of the Company for the six month periods ended 31 December 2019 and 2020; and
- (e) this document.

This document is dated 29 June 2021.



## PART XII

### NOTICES TO OVERSEAS INVESTORS

No application to market the New Ordinary Shares has been made by the Company under the relevant private placement regimes in any member state of the EEA other than the Republic of Ireland, the Netherlands and Luxembourg (further details of which are set out below). No marketing of New Ordinary Shares in any member state of the EEA other than the Republic of Ireland, the Netherlands and Luxembourg will be undertaken by the Company save to the extent that such marketing is permitted by the EU AIFM Directive as implemented in the Member State of the EEA (each a **Relevant Member State**).

If you receive a copy of the Prospectus in any territory other than the United Kingdom, Guernsey, Jersey, the Isle of Man, Switzerland, the Republic of Ireland, the Netherlands or Luxembourg (together, the **Eligible Jurisdictions**) you may not treat it as constituting an invitation or offer to you. It is your responsibility, if you are outside the Eligible Jurisdictions and wishing to make an application for New Ordinary Shares under the Initial Issue or any New Ordinary Shares under the Placing Programme to satisfy yourself that you have fully observed the laws of any relevant territory or jurisdiction in connection with your application, including obtaining any requisite governmental or other consents, observing any other formalities requiring to be observed in such territory and paying any issue, transfer or other taxes required to be paid in such territory. The Company reserves the right, in its absolute discretion, to reject any application received from outside the Eligible Jurisdictions.

This document does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. The distribution of this document and the offering of New Ordinary Shares in certain jurisdictions may be restricted and accordingly persons into whose possession this document is received are required to inform themselves about and to observe such restrictions.

None of the New Ordinary Shares have been or will be registered under the laws of Australia, Canada, Japan or the Republic of South Africa. Accordingly, unless an exemption under applicable law is available, the New Ordinary Shares may not be offered, sold or delivered, directly or indirectly, within Australia, Canada, Japan or the Republic of South Africa (as the case may be). If you subscribe for New Ordinary Shares you will, unless the Company agrees otherwise in writing, be deemed to represent and warrant to the Company that you are not a resident of Australia, Canada, Japan or the Republic of South Africa or a corporation, partnership or other entity organised under the laws of Australia, Canada, Japan or the Republic of South Africa (or any political subdivision of any of them) and that you are not subscribing for such New Ordinary Shares for the account of any resident of Australia, Canada, Japan or the Republic of South Africa and will not offer, sell, renounce, transfer or deliver, directly or indirectly, any of the New Ordinary Shares in or into Australia, Canada, Japan or the Republic of South Africa or to any resident in Australia, Canada, Japan or the Republic of South Africa. Save where an applicant has satisfied the Company or its agents that an appropriate exemption applies so as to permit the applicant to subscribe under the relevant terms and conditions of application no application will be accepted if it shows the applicant, payor or a prospective holder having an address in Australia, Canada, Japan or the Republic of South Africa.

The New Ordinary Shares offered by this document have not been and will not be registered under the US Securities Act, or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, in or into the United States or to or for the account or benefit of any US Person (within the meaning of Regulation S under the US Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States. In addition, the Company has not been, and will not be, registered under the US Investment Company Act, nor will the Investment Adviser be registered under the US Investment Advisers Act, and investors will not be entitled to the benefits of the US Investment Company Act or the US Investment Advisers Act. Save where an applicant has satisfied the Company or its agents that an appropriate exemption applies so as to permit the applicant to subscribe under the relevant Terms

and Conditions of Application no application will be accepted if it shows the applicant, payor or a prospective holder having an address in the United States.

Without the express consent of the Company, this document may not be published, distributed or transmitted by any means or media, directly or indirectly, in whole or in part, in or into the United States, Australia, Canada, Japan or the Republic of South Africa.

Any persons (including, without limitation, custodians, nominees and trustees) who would or otherwise intend to, or may have a contractual or other legal obligation to forward the Prospectus or any accompanying documents in or into the United States, Australia, Canada, Japan, the Republic of South Africa or any other jurisdiction outside the Eligible Jurisdictions should seek appropriate advice before taking any action.

#### **Notice to prospective investors in the EEA**

In relation to each EEA Member State, no New Ordinary Shares have been offered or will be offered pursuant to the Initial Issue or the Placing Programme to the public in that EEA Member State prior to the publication of a prospectus in relation to the New Ordinary Shares which has been approved by the competent authority in that EEA Member State, or, where appropriate, approved in another EEA Member State and notified to the competent authority in that EEA Member State, all in accordance with the EU Prospectus Regulation, except that offers of New Ordinary Shares to the public may be made at any time with the prior consent of Numis, under the following exemptions under the EU Prospectus Regulation, if they are effective in that EEA Member State:

- (a) to any legal entity which is a qualified investor as defined in Article 2(e) of the EU Prospectus Regulation;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the EU Prospectus Regulation) in such EEA Member State; or
- (c) in any other circumstances falling within Article 1(4) of the EU Prospectus Regulation with the prior consent of Numis,

provided that no such offer of Shares shall result in a requirement for the publication of a prospectus pursuant to Article 3(l) of the EU Prospectus Regulation in a EEA Member State.

For the purposes of this provision, the expression an “offer to the public” in relation to any offer of New Ordinary Shares in any EEA Member State means a communication in any form and by any means presenting sufficient information on the terms of the offer and any Shares to be offered so as to enable an investor to decide to purchase or subscribe for New Ordinary Shares.

The Company has made the notifications or applications and received, where relevant, approvals for the marketing of the Shares to “professional investors” (as defined in the EU AIFM Directive) in the Republic of Ireland, the Netherlands and Luxembourg. Notwithstanding any other statement in this Prospectus, this Prospectus should not be made available to any investor domiciled in any EEA Member State other than the Republic of Ireland, the Netherlands and Luxembourg. Prospective investors domiciled in the EEA that have received the Prospectus in any EEA Member States other than the Republic of Ireland, the Netherlands and Luxembourg should not subscribe for New Ordinary Shares (and the Company reserves the right to reject any application so made, without explanation) unless: (i) the Company has confirmed that it has made the relevant notification or applications in that EEA Member State and are lawfully able to market New Ordinary Shares into that EEA Member State; or (ii) such investors have received this Prospectus on the basis of an enquiry made at the investor’s own initiative.

#### **For the attention of Guernsey investors**

The Company is a registered closed-ended collective investment scheme registered pursuant to The Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended and the Registered Collective Investment Scheme Rules 2018 issued by the Guernsey Financial Services Commission (GFSC). The GFSC, in granting registration, has not reviewed the Prospectus but has relied upon specific declarations provided by Ocorian Administration (Guernsey) Limited.

The Initial Issue and Placing Programme is available, and is and may be made, and is being provided in or from within the Bailiwick of Guernsey only:

- by persons licensed to do so (or permitted by way of exemption granted) by the GFSC under the Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended (**POI Law**); or
- to persons licensed under the POI Law, the Banking Supervision (Bailiwick of Guernsey) Law, 1994, the Insurance Business (Bailiwick of Guernsey) Law, 2002, the Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law, 2002 or the Regulation of Fiduciaries, Administration Businesses and Company Directors, etc. (Bailiwick of Guernsey) Law, 2000 by non-Guernsey bodies who: (i) carry on such promotion in a manner in which they are permitted to carry on promotion in or from within, and under the law of certain designated countries or territories which, in the opinion of the GFSC, afford adequate protection to investors; and (ii) meet the criteria specified in section 29(1)(cc) of the POI Law; or
- as otherwise permitted by the GFSC.

Neither the GFSC nor the States of Guernsey take any responsibility for the financial soundness of the Company or for the correctness of any of the statements made or opinions expressed with regard to it.

#### **For the attention of Irish investors**

Neither the Company nor any investment in the Company has been authorised by the Central Bank of Ireland. The Prospectus does not, and shall not be deemed to, constitute an invitation to the public in Ireland to purchase interests in the Company.

The New Ordinary Shares have not been and will not be registered in Ireland or passported for inward marketing to professional investors (as defined in Annex II of Directive 2014/65/EU) under the European Communities (Alternative Investment Fund Manager) Regulations 2013 (**AIFM Regulations**) or any applicable regulations or guidance issued thereunder by the Central Bank of Ireland. The New Ordinary Shares may only be offered to professional investors on a private placement basis in accordance with the EU AIFM Directive. In respect of such private placement, the Company has provided notification to the Central Bank of Ireland and has received confirmation of its eligibility to market the New Ordinary Shares under Article 42 of the EU AIFM Directive (as implemented into Irish Law).

The offer of New Ordinary Shares in the Company shall not be made by any person in Ireland otherwise than in conformity with the provisions of the European Communities (Markets in Financial Instruments) Regulations 2017 (as amended) and in accordance with any codes, guidance or requirements imposed by the Central Bank of Ireland thereunder.

#### **For the attention of Isle of Man investors**

This Prospectus has not been, and is not required to be, filed or lodged with any regulatory or other authority in the Isle of Man. The Company is not subject to any regulatory approval in the Isle of Man. Investors in the Company are not protected by any statutory compensation arrangements in the event of the Company's failure and the Isle of Man Financial Services Authority does not vouch for the financial soundness of the Company or for the correctness of any statements made or opinions expressed with regard to it.

#### **For the attention of Jersey investors**

The Company has no "relevant connection" with Jersey and the offering of the New Ordinary Shares is valid in the United Kingdom and is, *mutatis mutandis*, circulated in Jersey only to persons similar to those to whom, and in a manner similar to that in which, it is for the time being being circulated in the United Kingdom for the purposes of Article 8 of the Control of Borrowing (Jersey) Order 1958 (the **Jersey COBO**). Accordingly, the consent of the Jersey Financial Services Commission under Article 8(2) of the Jersey COBO to the circulation of the Prospectus in Jersey is not required and has not been obtained.

#### **For the attention of Netherlands investors**

The Company is an alternative investment fund (AIFM) within the meaning of the Act on the Financial Supervision (Wet op het financieel toezicht, the AFS). The Company has given written notification to the Netherlands Authority for the Financial Markets (AFM), pursuant to Article 1:13b section 1 and 2 of the AFS of its intention to market the New Shares exclusively to individuals or

entities in the Netherlands that are qualified investors within the meaning of Article 1:1 of the AFS, all in accordance with the AFS, any rules and regulations promulgated pursuant thereto and the rules and guidance of the AFM.

#### **For the attention of Luxembourg investors**

This Prospectus is strictly private and confidential, is being issued solely to the addressee and may not be reproduced or used for any other purpose, nor provided to any person other than the recipient. This Prospectus should not be considered as a public offering in the Grand Duchy of Luxembourg. The Company has notified its intention to market shares of the Company in Luxembourg to the Commission de Surveillance du Secteur Financier in accordance with article 45 of the Luxembourg Law of 12 July 2013 to professional investors only, and has received confirmation of its eligibility to market the Shares under Article 42 of the AIFM Directive (as implemented into Luxembourg Law). Each person in Luxembourg to whom any offer is made will be deemed to have represented, acknowledged and agreed that it is a professional investor (which, for this purpose shall have the same meaning as a “professional client” as such term is defined in the Markets in Financial Instruments Directive 2004/39/EC).

#### **For the attention of Swiss investors**

The offer and marketing of the New Ordinary Shares in Switzerland will be exclusively made to, and directed at, qualified investors (the “**Qualified Investors**”), as defined in Article 10(3) of the Swiss Collective Investment Schemes Act (**CISA**) in conjunction with Article 4(4) of the Swiss Financial Services Act (**FinSA**), i.e. institutional clients, at the exclusion of professional clients with opting-out pursuant to Article 5(3) FinSA (**Excluded Qualified Investors**). Accordingly, the Company has not been and will not be registered with the Swiss Financial Market Supervisory Authority (**FINMA**) and no representative or paying agent have been or will be appointed in Switzerland. This Prospectus and/or any other offering or marketing materials relating to the New Ordinary Shares of the Company may be made available in Switzerland solely to Qualified Investors, at the exclusion of Excluded Qualified Investors.

#### **For the attention of US investors**

The New Ordinary Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, in or into the United States or to or for the account or benefit of any US Person except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States. In addition, the Company has not been, and will not be, registered under the US Investment Company Act nor will the Investment Adviser be registered as an investment adviser under the US Investment Advisers Act and investors will not be entitled to the benefits of the US Investment Company Act or the US Advisers Act. Accordingly, the New Ordinary Shares are being offered and sold (i) outside the United States in reliance on the exemption from the registration requirements of the US Securities Act provided by Regulation S and (ii) to persons located inside the United States or to US Persons that are “qualified institutional buyers” (as the term is defined in Rule 144A under the US Securities Act) that are also “qualified purchasers” within the meaning of section 2(A)(51) of the US Investment Company Act in reliance on an exemption from registration provided by section 4(A)(2) under the US Securities Act and that have signed a U.S investor letter in form satisfactory to the Company. The Company reserves the right, in its absolute discretion, to refuse to permit a transfer of interests in the Company and to require compulsory transfer of interests in the Company and intends to exercise this discretion as the Company determines to be necessary for the purposes of compliance with the US Securities Act, the US Investment Company Act, and other US legislation.

Subject to such limited exceptions as may be determined within its sole discretion, the Company does not intend to permit New Ordinary Shares to be acquired by investors subject to Title I of ERISA, or to the prohibited transaction provisions of Section 4975 of the Internal Revenue Code, or by others holding the assets of such investors as defined in Section 3(42) of ERISA and applicable regulations.

The New Ordinary Shares have not been approved or disapproved by the US Securities and Exchange Commission or any state securities commission, nor has any such regulatory authority passed upon or endorsed the merits of this offering or the accuracy or adequacy of this document. Any representation to the contrary is unlawful.

Prospective US investors must rely on their own examination of the US tax consequences of an investment in the Company. Prospective US investors should not treat the contents of this document as advice relating to US tax matters and are advised to consult their own professional US tax advisers concerning the acquisition, holding or disposal of any investment in the Company.

## PART XIII

### GLOSSARY

<b>BEIS</b>	the Department for Business, Energy and Industrial Strategy, UK
<b>BSUoS</b>	Balancing Services Use of System charges: costs set to ensure that the network companies can recover their allowed revenue under Ofgem price controls
<b>CCC</b>	Committee on Climate Change
<b>CfD</b>	contract for difference
<b>CPI</b>	the consumer price index
<b>DECC</b>	the Department of Energy and Climate Change, UK
<b>DNO</b>	distribution network operator
<b>EPC</b>	engineering, procurement and construction
<b>ESG</b>	Environmental, Social and Governance
<b>FiT</b>	a Feed-in Tariff
<b>GWh</b>	gigawatt hour
<b>GWp</b>	gigawatt peak
<b>kWh</b>	kilowatt hour
<b>kWp</b>	kilowatt peak
<b>MW</b>	megawatt (a unit of power equal to one million watts)
<b>MWh</b>	megawatt hour
<b>MWp</b>	megawatt peak
<b>O&amp;M</b>	operation and maintenance
<b>Ofgem</b>	the Office of Gas and Electricity Markets
<b>P10</b>	irradiation estimate exceeded with 10 per cent. probability
<b>P90</b>	irradiation estimate exceeded with 90 per cent. probability
<b>PPA</b>	power purchase agreement
<b>PV</b>	Photovoltaic
<b>RO Scheme</b>	the Renewable Obligation Scheme which is the financial mechanism by which the UK government incentivises the deployment of large-scale renewable electricity generation by placing a mandatory requirement on licensed UK electricity suppliers to source a specified and annually increasing proportion of the electricity they supply to customers from eligible renewable energy sources, or pay a penalty
<b>ROC</b>	Renewable Obligation Certificates
<b>ROC Recycle</b>	the payment received by generators from the redistribution of the buy-out fund. Payments are made into the buy-out fund when suppliers do not have sufficient ROCs to cover their obligation
<b>RPI</b>	the Retail Price Index



## PART XIV

### DEFINITIONS

<b>2020 Interim Report</b>	the interim report and unaudited condensed interim financial statements for the six months ended 31 December 2020 published by the Company
<b>Administration Agreement</b>	the administration agreement between the Company and the Administrator, a summary of which is set out in paragraph 6(b) of Part XI of this document
<b>Administrator</b>	Ocorian Administration (Guernsey) Limited
<b>Admission</b>	admission of the New Ordinary Shares issued pursuant to the Initial Issue or the Placing Programme, as applicable, to the premium listing segment of the Official List and to trading on the Main Market
<b>Aggregate Group Debt</b>	the debt incurred by the Group and the Group's proportionate share of the outstanding third party borrowings of non-subsidiary companies in which the Group holds an interest
<b>AIC</b>	the Association of Investment Companies
<b>AIC Code</b>	the AIC Code of Corporate Governance
<b>AIF</b>	an alternative investment fund, within the meaning of the EU AIFM Directive or the UK AIFMD Laws (as applicable)
<b>AIFM</b>	an alternative investment fund manager, within the meaning of the EU AIFM Directive or the UK AIFMD Laws (as applicable)
<b>Articles</b>	the articles of incorporation of the Company, as amended from time to time
<b>Auditors</b>	KPMG Channel Islands Limited
<b>Bluefield</b>	Bluefield Partners LLP
<b>Board</b>	the board of directors of the Company
<b>BOL</b>	Bluefield Operations Limited, a company which has the same ownership as that of the Investment Adviser and provides O&M and other services to the operation and daily management activities of certain SPVs owned by the Group
<b>Business Day</b>	a day on which the London Stock Exchange and banks in Guernsey are normally open for business
<b>BSL</b>	Bluefield Services Limited, a company which has the same ownership as that of the Investment Adviser and provides asset management and other services to the operation and daily management activities of the SPVs owned by the Group
<b>C Shares</b>	redeemable ordinary shares of no par value in the capital of the Company issued as "C Shares" which will convert into Ordinary Shares, and having the rights and being subject to the restrictions as set out in the Articles
<b>certificated or certificated form</b>	not in uncertificated form
<b>Commission or GFSC</b>	the Guernsey Financial Services Commission
<b>Companies Law</b>	the Companies (Guernsey) Law, 2008, as amended
<b>Company</b>	Bluefield Solar Income Fund Limited

<b>CREST Manual</b>	the compendium of documents entitled CREST Manual issued by Euroclear from time to time and comprising the CREST Reference Manual, the CREST Central Counterparty Service Manual, the CREST International Manual, CREST Rules, CCSS Operations Manual and the CREST Glossary of Terms
<b>CREST Regulations</b>	the Uncertificated Securities Regulations 2001 (SI No. 2001/3755) and the Guernsey USRs
<b>CREST Rules</b>	the rules, within the meaning of the Uncertificated Securities Regulations 1995 (SI 1995 No. 3272), the Uncertified Securities Regulations 2001 and such other regulations made under Section 207 of the Companies Act 1985 as are applicable to Euroclear and/or the CREST System and are from time to time enforced and/or the Financial Services Act 1986, made by Euroclear in relation to the CREST System
<b>CREST System</b>	the computer-based system and procedures established by Euroclear UK & Ireland to enable title to units of securities to be evidenced and transferred without a written instrument and to facilitate supplementary and incidental matters and the services (if any) provided by Euroclear UK & Ireland (whether to the CREST Member or any other person) which are referred to in the CREST Manual but which do not form part of such system
<b>CREST</b>	the facilities and procedures for the time being of the relevant system of which Euroclear has been approved as operator pursuant to the Uncertificated Securities Regulations 2001 (SI 2001 No. 2001/3755) of the United Kingdom
<b>CRS</b>	the OECD's Common Reporting Standard
<b>Current Portfolio</b>	the portfolio of solar PV assets held by the Group as at the date of this document, as further described in Part IV of this document
<b>Directors or Board</b>	the directors of the Company
<b>Disclosure Guidance and Transparency Rules or DTRs</b>	the disclosure guidance and transparency rules made by the FCA Rules under Part VI of the FSMA
<b>Discontinuation Resolution</b>	has the meaning given in the section headed "Duration" in Part II of this document as to the discontinuation of the Company as currently constituted
<b>DP Law</b>	the Data Protection (Bailiwick of Guernsey) Law 2017, as such may be varied, amended or replaced from time to time
<b>DP Legislation</b>	the applicable data protection legislation (including the UK GDPR, the EU GDPR and the DP Law) and regulatory requirements in Guernsey, the United Kingdom and/or the EEA, as appropriate
<b>DVP</b>	delivery versus payment
<b>EEA</b>	the European Economic Area
<b>ERISA</b>	the US Employee Retirement Income Security Act of 1974, as amended from time to time, and the applicable regulations thereunder
<b>EU</b>	the European Union
<b>EU AIFM Delegated Regulation</b>	the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision

<b>EU AIFM Directive</b>	Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010, and the EU AIFM Delegated Regulation
<b>EU GDPR</b>	the General Data Protection Regulation (EU) 2016/679
<b>EU Market Abuse Regulation or EU MAR</b>	Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse and repealing the Directive of the European Parliament and of the Council of 28 January 2003 and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC
<b>EU MiFID II</b>	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (MiFID) and Regulation (EU) No 600/2014 of the European Parliament and the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (MiFIR), and together with MiFID, MiFID II)
<b>EU Money Laundering Directive</b>	Directive (2005/60/EC of the European Parliament and of the EC Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing)
<b>EU PRIIPs Regulation</b>	Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) and its implementing and delegated acts
<b>EU Prospectus Regulation</b>	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC
<b>Euroclear</b>	Euroclear UK & Ireland Limited
<b>Excess Application Facility</b>	the arrangements pursuant to which Qualifying Shareholders may apply for additional New Ordinary Shares in excess of their Open Offer Entitlement in accordance with the terms and conditions of the Open Offer
<b>Excess CREST Open Offer Entitlements</b>	in respect of each Qualifying CREST Shareholder, the entitlement (in addition to their Open Offer Entitlement) to apply for New Ordinary Shares using CREST pursuant to the Excess Application Facility
<b>Excess Shares</b>	New Ordinary Shares which are made available to Qualifying Shareholders under the Excess Application Facility at the absolute discretion of the Directors (after consultation with Numis and the Investment Adviser)
<b>Excluded Shareholder</b>	unless otherwise agreed with the Company, a holder of Ordinary Shares with a registered mailing address in an Excluded Territory
<b>Excluded Territories</b>	the United States, Australia, Canada, the Republic of South Africa, Japan and any other jurisdiction in which an offer to sell or issue or a solicitation of an offer to buy or subscribe for the New Ordinary Shares in that jurisdiction would breach any applicable law or regulation
<b>Existing Ordinary Shares</b>	Ordinary Shares in issue as at the Record Date

<b>Extraordinary General Meeting or EGM</b>	the extraordinary general meeting of the Shareholders of the Company to be held at Floor 2, Trafalgar Court, St Peter Port, Guernsey GY1 4LY on 15 July 2021 at 9.00 a.m. to consider and, if thought fit, approve the Resolution
<b>FATCA</b>	the US Foreign Account Tax Compliance Act of 2010
<b>Financial Conduct Authority or FCA</b>	the Financial Conduct Authority of the United Kingdom and, where applicable, acting as the competent authority for listing in the United Kingdom
<b>Form of Proxy</b>	the enclosed form of proxy for use in relation to the EGM
<b>FSMA</b>	the Financial Services and Markets Act 2000, as amended
<b>Gross Asset Value</b>	the aggregate of (i) the fair value of the Group's underlying investments (whether or not subsidiaries) valued on an unlevered, discounted cashflow basis as described in the International Private Equity and Venture Capital Valuation Guidelines (latest edition December 2012) (ii) the Group's proportionate share of the cash balances and cash equivalents of Group Companies and non-subsidiary companies in which the Group holds an interest and (iii) the other relevant assets or liabilities of the Group valued at fair value (other than third party borrowings) to the extent not included in (i) and (ii) above
<b>Group</b>	the Company, Holdco and any other direct or indirect subsidiaries of either of them
<b>Guernsey AML Requirements</b>	the Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Law, 1999 (as amended or replaced from time to time), ordinances, rules and thereunder, and the Commission's Handbook on Countering Financial Crime and Terrorist Financing (as amended, supplemented and/or replaced from time to time) regulations made
<b>Guernsey USRs</b>	the Uncertificated (Guernsey) Regulations, 2009, as amended from time to time
<b>Holdco</b>	Bluefield SIF Investments Limited, a wholly-owned subsidiary of the Company incorporated and registered under the UK Companies Act 2006
<b>Holdco Board</b>	the board of directors of Holdco
<b>Holdco Investment Committee</b>	the investment committee of Holdco described in Part V of this document
<b>IFRS</b>	International Financial Reporting Standards
<b>Initial Admission</b>	Admission of the New Ordinary Shares issued pursuant to the Initial Issue
<b>Initial Closing Date</b>	15 July 2021
<b>Initial Issue</b>	the Initial Placing, Open Offer and the Offer for Subscription
<b>Initial Issue Price</b>	118 pence per New Ordinary Share to be issued under the Initial Issue
<b>Initial Placing</b>	the conditional placing by Numis of up to 171,118,644 New Ordinary Shares, but for the avoidance of doubt excludes any New Ordinary Shares issued pursuant to the Placing Programme
<b>Internal Revenue Code</b>	the US Internal Revenue Code of 1986, as amended
<b>Investment Adviser</b>	Bluefield Partners LLP

<b>Investment Advisory Agreement</b>	the Investment Advisory agreement between the Company and the Investment Adviser, as amended and supplemented from time to time, a summary of which is set out in paragraph 6(a) of Part XI of this document
<b>Investment Committee</b>	the investment committee of the Investment Adviser, details of which are set out in Part V of this document
<b>IPO</b>	the initial public offering of the Company's Ordinary Shares in 2013
<b>ISA</b>	an individual savings account
<b>ISIN</b>	International Securities Identification Number
<b>Issue Price</b>	in relation to the Initial Issue, the Initial Issue Price and in relation to any Subsequent Placing the applicable Placing Programme Price (as the context may require)
<b>Latest Practicable Date</b>	25 June 2021
<b>Link Group</b>	a trading name of Link Market Services Limited
<b>Listing Rules</b>	the listing rules made by the Financial Conduct Authority pursuant to Part VI of the FSMA
<b>London Stock Exchange or LSE</b>	London Stock Exchange plc
<b>Long Term Facility or LTF</b>	the £187 million long term facility provided to the Group by Aviva Investors Limited
<b>Long Term Facility Agreement</b>	the long term facility agreement dated 26 September 2016 between the Company, Holdco and Aviva Investors Limited, details of which are set out in paragraph 6(e) of Part XI of this document
<b>LSE Admission Standards</b>	the admission and disclosure standards published by the London Stock Exchange in effect at the date of the relevant Admission
<b>Main Market</b>	the main market for listed securities of the London Stock Exchange
<b>Managing Partners</b>	the managing partners of the Investment Adviser, being James Armstrong and Giovanni Terranova
<b>Memorandum</b>	the memorandum of incorporation of the Company
<b>Net Asset Value or NAV</b>	the Gross Asset Value less the Aggregate Group Debt
<b>Net Asset Value per Ordinary Share</b>	the Net Asset Value of the Company divided by the number of Ordinary Shares in issue at the relevant time
<b>New Ordinary Shares</b>	the Ordinary Shares to be issued pursuant to the Initial Issue or the Placing Programme as described in this document and having the rights set out in the Articles and "New Ordinary Share" shall be construed accordingly
<b>Non-Qualified Holder</b>	any person whose ownership of Shares may: (i) cause the Company's assets to be deemed "plan assets" for the purposes of the Internal Revenue Code; (ii) cause the Company to be required to register as an "investment company" under the Investment Company Act (including because the holder of the shares is not a "qualified purchaser" as defined in the Investment Company Act); (iii) cause the Company to register under the Exchange Act, the Securities Act or any similar legislation; (iv) cause the Company not being considered a "Foreign Private Issuer" as such term is defined in rule 3b-4(c) under the Exchange Act; (v) whose ownership may result in a person holding Shares in violation of the transfer restrictions put forth in any prospectus published by the

	Company from time to time; or (vi) cause the Company to be a “controlled foreign corporation” for the purposes of the Internal Revenue Code, or may cause the Company to suffer any pecuniary disadvantage (which will include any excise tax, penalties or liabilities under ERISA or the Internal Revenue Code) or (vii) who is a Defaulting Shareholder (as defined in the Articles) in accordance with the Articles
<b>Numis</b>	Numis Securities Limited
<b>Offer for Subscription</b>	the offer for subscription to the public in the UK of New Ordinary Shares on the terms and conditions set out in Appendix 3 to this document and the Application Form
<b>Offer for Subscription Application Form</b>	the application form attached to this document for use in connection with the Offer for Subscription which is set out at the end of this document
<b>Official List</b>	the official list maintained by the FCA pursuant to Part VI of FSMA
<b>Open Offer</b>	the offer to Qualifying Shareholders, constituting an invitation to apply for New Ordinary Shares under the Initial Issue, on the terms and subject to the conditions set out in in Appendix 2 to this document and in the case of Qualifying Non-CREST Shareholders only, the Open Offer Application Form
<b>Open Offer Application Form</b>	the personalised application form on which Qualifying Non-CREST Shareholders may apply for New Ordinary Shares under the Open Offer
<b>Open Offer Entitlement</b>	the entitlement of Qualifying Shareholders to apply for New Ordinary Shares under the Open Offer as set out in Part VII of this document
<b>Ordinary Shares</b>	redeemable ordinary shares of no par value in the capital of the Company (including the New Ordinary Shares, where the context requires)
<b>Placing</b>	the Initial Placing and/or a placing of New Ordinary Shares under the Placing Programme, as the context may require
<b>Placee</b>	a person subscribing for New Ordinary Shares under the Initial Placing or a Subsequent Placing under the Placing Programme
<b>Placing Programme</b>	the proposed programme of placings of up to 500 million New Ordinary Shares (less any New Ordinary Shares issued pursuant to the Initial Issue) as described in Part VIII of this document
<b>Placing Programme End Date</b>	28 June 2022
<b>Placing Programme Price</b>	the applicable price at which the New Ordinary Shares will be issued pursuant to a Subsequent Placing as determined in accordance with this document and the Sponsor and Placing Agreement
<b>Portfolio</b>	the portfolio of renewable energy assets held by the Group from time to time
<b>PROD</b>	in respect of the rules applicable to Numis and the Investment Adviser, the FCA's Product Intervention and Governance Sourcebook
<b>Prospectus Regulation Rules</b>	the prospectus regulation rules made by the Financial Conduct Authority under section 73(A) of FSMA
<b>Qualifying Shareholder</b>	holders of Existing Ordinary Shares on the register of members of the Company at the Record Date other than an Excluded Shareholder



<b>Receiving Agent</b>	Link Group
<b>Receiving Agent Agreement</b>	the receiving agent agreement between the Company and the Receiving Agent relating to the Open Offer and the Offer for Subscription, a summary of which is set out in paragraph 6(g) of Part XI of this document
<b>Registrar</b>	Link Market Services (Guernsey) Limited or such other person or persons from time to time appointed by the Company to act as its registrar
<b>Registrar Agreement</b>	the registrar agreement between the Company and the Registrar, a summary of which is set out in paragraph 6(c) of Part XI of this document
<b>Regulation S</b>	Regulation S promulgated under the Securities Act
<b>Resolution</b>	the special resolution that will be put to Shareholders at the Extraordinary General Meeting to approve the disapplication of pre-emption rights for up to 500 million New Ordinary Shares to be issued pursuant to the Initial Issue and the Placing Programme
<b>Regulatory Information Service or RIS</b>	a regulatory information service or RIS
<b>Revolving Credit Facility or RCF</b>	the £100 million revolving credit facility made available to the Company pursuant to the Revolving Credit Facility Agreement
<b>Revolving Credit Facility Agreement</b>	the revolving credit facility agreement dated 26 September 2016, as amended and restated on 25 October 2018 and 6 November 2020 between Holdco (as borrower), the Company (as parent), The Royal Bank of Scotland International Limited (as the Tranche A Lender and RCF agent), U.S. Bank Global Corporate Trust Limited (as global agent, note agent and registrar) and Elavon Financial Services DAC, UK branch (as security trustee), details of which are set out in paragraph 6(d) of Part XI of this document
<b>Rules</b>	the Registered Collective Investment Scheme Rules 2018 issued by the Commission under The Protection of Investors (Bailiwick of Guernsey) Law, 1987 as amended
<b>SEC</b>	the US Securities and Exchange Commission
<b>Securities Act</b>	the US Securities Act of 1933, as amended
<b>SEDOL</b>	Stock Exchange Daily Official List
<b>Shareholder</b>	a holder of Ordinary Shares, as the context may require
<b>Share</b>	a share in the capital of the Company (of whatever class and including a C Share of any class and an Ordinary Share converted from a C Shares)
<b>Special Purpose Company or SPV</b>	a special purpose vehicle, being a company or other entity whose sole purpose is the holding of a particular asset
<b>Sponsor and Placing Agreement</b>	the conditional agreement between the Company, the Investment Adviser, and Numis relating to the Initial Issue and the Placing Programme, a summary of which is set out in paragraph 6(f) of Part XI of this document
<b>Sterling</b>	the lawful currency of the United Kingdom
<b>Subsequent Placing</b>	a placing of New Ordinary Shares under the Placing Programme
<b>Tap Issue</b>	the issue of 36.5 million Ordinary Shares by the Company by way of a non pre-emptive tap issue

<b>US Exchange Act</b>	the United States Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated pursuant to it
<b>US Investment Advisers Act</b>	the United States Investment Advisers Act of 1940, as amended, and the rules and regulations of the SEC promulgated pursuant to it
<b>US Investment Company Act</b>	the United States Investment Company Act of 1940, as amended, and the rules and regulations of the SEC promulgated pursuant to it
<b>US Persons</b>	has the meaning given to it in Regulation S under the Securities Act
<b>US Securities Act</b>	the US Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated pursuant to it
<b>UK or United Kingdom</b>	the United Kingdom of Great Britain and Northern Ireland
<b>UK AIFMD Laws</b>	(i) the Alternative Investment Fund Managers Regulations 2013 (SI 2013/1773) and any other implementing measure which operated to transpose EU AIFM Directive in to UK law before 31 January 2020 (as amended from time to time including by the Alternative Investment Fund Managers (Amendment) (EU Exit) Regulations 2019 (SI 2019/328)); and (ii) the UK versions of the EU AIFM Delegated Regulation and any other delegated regulations in respect of the EU AIFM Directive, each being part of UK law by virtue of the European Union (Withdrawal) Act 2018, as further amended and supplemented from time to time including by the Alternative Investment Fund Managers (Amendment) (EU Exit) Regulations 2019 (SI 2019/328), the Technical Standards (Alternative Investment Funds Management Directive) (EU Exit) Instrument 2019 (FCA 2019/37) and the Exiting the European Union: Specialist Sourcebooks (Amendments) Instrument 2019 (FCA 2019/25)
<b>UK Corporate Governance Code</b>	the UK Corporate Governance Code as published by the Financial Reporting Council
<b>UK GDPR</b>	the UK version of the EU GDPR which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended and supplemented from time to time including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419)
<b>UK MAR</b>	the UK version of the EU Market Abuse Regulation which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended and supplemented from time to time including by the Market Abuse (Amendment) (EU Exit) Regulations 2019 (SI 2019/310)
<b>UK MiFID Laws</b>	(i) the Financial Services and Markets Act 2000 (Markets in Financial Instruments) Regulations 2017 (SI 2017/701), The Data Reporting Services Regulations 2017 (SI 2017/699) and the Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) Order 2017 (SI 2017/488), and any other implementing measure which operated to transpose EU MiFID II into UK law before 31 January 2020 (as amended and supplemented from time to time including by: (1) Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2018 (SI 2018/1403); (2) The Financial Regulators' Powers (Technical Standards etc.) and Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2019 (SI 2019/576); (3) The

	Financial Services (Miscellaneous) (Amendment) (EU Exit) Regulations 2019 (SI 2020/628); and (4) The Financial Services (Electronic Money, Payment Services and Miscellaneous Amendments) (EU Exit) Regulations 2019 (SI 2019/1212); and (ii) the UK version of Regulation (EU) No 600/2014 of the European Parliament, which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended and supplemented from time to time including by: (a) Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2018 (SI 2018/1403); (b) The Financial Regulators' Powers (Technical Standards etc.) and Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2019 (SI 2019/576); (c) The Financial Services (Miscellaneous) (Amendment) (EU Exit) Regulations 2019 (SI 2020/628); and (d) The Financial Services (Electronic Money, Payment Services and Miscellaneous Amendments) (EU Exit) Regulations 2019 (SI 2019/1212)
<b>UK Money Laundering Regulations</b>	the UK The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (SI 2017/692) as amended and supplemented from time to time including by the Money Laundering and Transfer of Funds (Information) (Amendment) (EU Exit) Regulations 2019 (SI 2019/253)
<b>UK PRIIPs Laws</b>	the UK version of the EU PRIIPs Regulation which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended and supplemented from time to time including by the Packaged Retail and Insurance-based Investment Products (Amendment)(EU Exit) Regulations 2019 (February 2019) (SI 2019/403)
<b>UK Prospectus Amendment Regulations 2019</b>	the Prospectus (Amendment etc.) (EU Exit) Regulations 2019/1234
<b>UK Prospectus Regulation</b>	the UK version of the EU Prospectus Regulation which is part of UK law by virtue of the European Union (Withdrawal) Act 2018 (as amended and supplemented from time to time (including but, not limited to, by the UK Prospectus Amendment Regulations 2019 and The Financial Services and Markets Act 2000 (Prospectus) Regulations 2019) (SI 2019/1043))
<b>uncertificated or in uncertificated form</b>	recorded on the register as being held in uncertificated form in CREST and title to which may be transferred by means of CREST
<b>United States or US</b>	the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia, and all other areas subject to its jurisdiction

## APPENDIX 1

### TERMS AND CONDITIONS OF THE INITIAL PLACING AND EACH SUBSEQUENT PLACING

#### 1 Introduction

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE INITIAL PLACING OR ANY SUBSEQUENT PLACING. THE TERMS AND CONDITIONS SET OUT HEREIN ARE DIRECTED ONLY AT PERSONS SELECTED BY NUMIS WHO ARE “INVESTMENT PROFESSIONALS” FALLING WITHIN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE **FPO**) OR “HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS ETC” FALLING WITHIN ARTICLE 49(2) OF THE FPO OR PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED UNDER THE FPO AND ARE A “PROFESSIONAL CLIENT” OR AN “ELIGIBLE COUNTERPARTY” WITHIN THE MEANING OF CHAPTER 3 OF THE FCA’S CONDUCT OF BUSINESS SOURCEBOOK (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS **RELEVANT PERSONS**). ONLY RELEVANT PERSONS MAY PARTICIPATE IN THE INITIAL PLACING OR ANY SUBSEQUENT PLACING AND THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS DOCUMENT AND THE TERMS AND CONDITIONS SET OUT HEREIN RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS DOCUMENT AND THE TERMS AND CONDITIONS SET OUT HEREIN RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS.

THE NEW ORDINARY SHARES THAT ARE THE SUBJECT OF THE INITIAL PLACING OR ANY SUBSEQUENT PLACING (THE **PLACING SHARES**) ARE NOT BEING OFFERED OR SOLD TO ANY PERSON IN THE UNITED KINGDOM OR THE EUROPEAN ECONOMIC AREA (**EEA**), OTHER THAN TO PERSONS WHO ARE BOTH (I) “QUALIFIED INVESTORS” AS DEFINED IN ARTICLE 2(E) OF THE UK PROSPECTUS REGULATION OR ARTICLE 2(E) OF THE EU PROSPECTUS REGULATION (AS APPLICABLE), WHICH INCLUDES LEGAL ENTITIES WHICH ARE REGULATED BY THE FINANCIAL CONDUCT AUTHORITY (IN THE UK) OR ENTITIES WHICH ARE NOT SO REGULATED WHOSE CORPORATE PURPOSE IS SOLELY TO INVEST IN SECURITIES AND (II) PERSONS TO WHOM THE NEW ORDINARY SHARES MAY BE LAWFULLY MARKETING UNDER THE UK AIFMD LAWS OR THE EU AIFM DIRECTIVE OR THE APPLICABLE IMPLEMENTING LEGISLATION (IF ANY) OF THE MEMBER STATE OF THE EEA IN WHICH SUCH PERSON IS DOMICILED OR IN WHICH SUCH PERSON HAS A REGISTERED OFFICE (AS APPLICABLE).

EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF A SUBSCRIPTION FOR PLACING SHARES.

The Placing Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any State or other jurisdiction of the United States (as defined below), and accordingly may not be offered, sold or transferred within the United States of America, its territories or possessions, any State of the United States or the District of Columbia (the **United States**) except pursuant to an exemption from, or in a transaction not subject to, registration under the US Securities Act. The Initial Placing and any Subsequent Placing thereafter under the Placing Programme is being made (i) outside the United States in reliance on the exemption from the registration requirements of the US Securities Act provided by Regulation S and (ii) to persons located inside the United States or to US Persons that are “qualified institutional buyers” (as the term is defined in Rule 144A under the US Securities Act) that are also “qualified purchasers” within the meaning of section 2(A)(51) of the US Investment Company Act in reliance on an exemption from registration provided by section 4(A)(2) under the US Securities Act and that have signed a US investor letter in a form satisfactory to the Company and Numis. The Company has not been and will not be registered under the US Investment Company Act and investors will not be entitled to the benefits of the US Investment Company Act. Persons receiving this document (including

custodians, nominees and trustees) must not forward, distribute, mail or otherwise transmit it in or into the United States or to US Persons or use the United States mails, directly or indirectly, in connection with the Initial Placing or any Subsequent Placing.

This document does not constitute an offer to sell or issue or a solicitation of an offer to buy or subscribe for Placing Shares in any Excluded Territory, including, without limitation, the United States, Australia, Canada, Japan or the Republic of South Africa or any other jurisdiction in which such offer or solicitation is or may be unlawful. This document and the information contained herein are not for publication or distribution, directly or indirectly, to persons in an Excluded Territory unless permitted pursuant to an exemption under the relevant local law or regulation in any such jurisdiction.

The distribution of this document, the Initial Placing and any Subsequent Placing and/or issue of the Placing Shares in certain jurisdictions may be restricted by law and/or regulation. No action has been taken by the Company, Numis or any of their respective affiliates as defined in Rule 501(b) under the US Securities Act (as applicable in the context used, **Affiliates**) that would permit an offer of the Placing Shares or possession or distribution of this document or any other publicity material relating to the Placing Shares in any jurisdiction where action for that purpose is required. Persons receiving this document are required to inform themselves about and to observe any such restrictions.

Numis is authorised and regulated in the United Kingdom by the FCA. Numis is acting exclusively for the Company and for no one else in connection with the Initial Issue, the Placing Programme, each Subsequent Placing under it and the matters referred to in this document, will not regard any other person as its client in relation to the Initial Placing and/or any Subsequent Placing and will not be responsible to anyone other than the Company for providing the protections afforded to clients of Numis or for providing advice in relation to the Initial Placing, any Subsequent Placing, or any other matters referred to herein. This does not exclude any responsibilities or liabilities of Numis under FSMA or the regulatory regime established thereunder.

By participating in the Initial Placing or any Subsequent Placing under the Placing Programme, each Placee is deemed to have read and understood this document in its entirety and to be providing the representations, warranties, undertakings, agreements and acknowledgements contained in this Appendix 1.

Each Placee which confirms its agreement (whether orally or in writing) to Numis to subscribe for Placing Shares under the Initial Placing or any Subsequent Placing will be bound by these terms and conditions and will be deemed to have accepted them.

The Company and/or Numis may require any Placee to agree to such further terms and/or conditions and/or give such additional warranties and/or representations as it (in its absolute discretion) sees fit and/or may require any such Placee to execute a separate placing letter (a **Placing Letter**). The terms and conditions contained in any Placing Letter shall be supplemental and in addition to the terms and conditions contained in this Appendix 1.

## **2 Agreement to Subscribe for Placing Shares**

Conditional upon:

- (i) the Resolution being passed at the Extraordinary General Meeting (or any adjournment thereof);
- (ii) in the case of the Initial Placing, Initial Admission occurring and becoming effective by 8.00 a.m. (London time) on or prior to 23 July 2021 (or such later time and/or date, not being later than 31 July 2021, as the Company, the Investment Adviser and Numis may agree) and in the case of any Subsequent Placing, Admission of the relevant Placing Shares occurring by no later than 8.00 a.m. (London time) on such date as may be agreed between the Company, the Investment Adviser and Numis prior to the closing of that relevant Subsequent Placing, not being later than 28 June 2022;
- (iii) the Sponsor and Placing Agreement becoming otherwise unconditional in all respects in relation to the Initial Placing or the relevant Subsequent Placing, as applicable, (save as to the Admission of the relevant Placing Shares) and not having been terminated on or before the date of the relevant Admission; and



(iv) Numis confirming to the Placees their allocation of the relevant Placing Shares,

a Placee agrees to become a member of the Company and agrees to subscribe for those Placing Shares allocated to it by Numis at the Initial Issue Price in the case of the Initial Placing and at the applicable Placing Programme Price in the case of any Subsequent Placing.

To the fullest extent permitted by law, each Placee acknowledges and agrees that it will not be entitled to exercise any remedy of rescission at any time. This does not affect any other rights the Placee may have.

### **3 Payment for Placing Shares**

Each Placee must pay the applicable Issue Price for the Placing Shares issued to or for the benefit of the Placee in the manner and by the time directed by Numis. If any Placee fails to pay as so directed and/or by the time required, the relevant Placee's application for the Placing Shares shall, at Numis' discretion, either be accepted or rejected in which case paragraphs 4.6 or 8.5 of these terms and conditions shall apply to such application respectively.

### **4 Participation in, and principal terms of, the Initial Placing and any Subsequent Placing**

- 4.1 The Issue Price for the Placing Shares to be issued under the Initial Placing is 118 pence per Placing Share. The applicable Issue Price for the Placing Shares to be issued under any Subsequent Placing will be determined in accordance with this document. The applicable Issue Price will be payable to Numis by all Placees in respect of each Placing Share issued to them under the Initial Placing or the relevant Subsequent Placing (as applicable).
- 4.2 Prospective Placees will be identified and contacted by Numis.
- 4.3 The closing date for the Initial Placing is 20 July 2021. The closing date for each Subsequent Placing will be such date as may be agreed between the Company, the Investment Adviser and Numis and notified to Placees.
- 4.4 Numis will re-contact and confirm orally or in writing to Placees the size of their respective allocations and a trade confirmation will be dispatched as soon as possible thereafter and the terms of this Appendix 1 will be deemed incorporated by reference therein. Numis' oral or written confirmation of the size of allocations and each Placee's oral commitment to accept the same or such lesser number as determined in accordance with paragraph 4.5 below will constitute a legally binding agreement pursuant to which each such Placee will be required to accept the number of Placing Shares allocated to the Placee at the applicable Issue Price and otherwise on the terms and subject to the conditions set out in this document.
- 4.5 Numis in its absolute discretion (after consultation with the Company and the Investment Adviser) reserves the right to scale back the number of Placing Shares to be subscribed by any Placee in the event of an oversubscription in the Initial Placing or any Subsequent Placing under the Placing Programme. The Company and Numis also reserve the right not to accept offers to subscribe for Placing Shares or to accept such offers in part rather than in whole. Numis shall be entitled to effect the Initial Placing and each Subsequent Placing by such method as it shall in its sole discretion determine. To the fullest extent permissible by law, neither Numis, nor any holding company of Numis, nor any subsidiary, branch or affiliate of Numis (each an **Affiliate**) nor any person acting on behalf of any of the foregoing shall have any liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise). Neither Numis, nor any Affiliate thereof nor any person acting on their behalf shall have any liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise). In particular, neither Numis nor any Affiliate thereof nor any person acting on their behalf shall have any liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise) in respect of their conduct of the Initial Placing or any Subsequent Placing under the Placing Programme. No commissions will be paid to Placees or directly by Placees in respect of any Placing Shares.
- 4.6 Each Placee's obligations will be owed to the Company and to Numis. Following the oral or written confirmation(s) referred to in paragraph 4.4 above, each Placee will have an immediate, separate, irrevocable and binding obligation, owed to Numis, to pay to Numis (or as Numis



may direct) in cleared funds an amount equal to the product of the applicable Issue Price and the number of Placing Shares which such Placee has agreed to acquire under the Initial Placing or the relevant Subsequent Placing, as applicable. Commitments under the Initial Placing or any Subsequent Placing, once made, cannot be withdrawn without the consent of the Directors (and each Placee hereby agrees that if following any publication of a supplementary prospectus under Article 23 of the UK Prospectus Regulation it chooses to exercise its statutory right of withdrawal, it will immediately resubscribe for the number of Placing Shares previously comprising its commitment). The Company shall allot such Placing Shares to each Placee (or to Numis for onward transmission to the relevant Placee) following each Placee's payment to Numis of such amount.

- 4.7 Each Placee agrees to indemnify on demand and hold each of Numis, the Company, the Investment Adviser 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 acknowledgements, undertakings, representations, warranties and agreements set forth in these terms and conditions, as supplemented by any Placing Letter.
- 4.8 All obligations of Numis under the Initial Placing and any Subsequent Placing will be subject to fulfilment (or where applicable, waiver) of the conditions referred to below under "Conditions" and the Initial Placing or any Subsequent Placing not being terminated on the basis referred to under "Right to terminate under the Sponsor and Placing Agreement" below.

## **5 Conditions**

- 5.1 The Initial Placing and each Subsequent Placing under the Placing Programme are conditional upon the passing of the Resolution (and any further resolution required to give the Company authority to allot and issue the relevant Placing Shares on a non-pre-emptive basis) and the Sponsor and Placing Agreement becoming unconditional in relation to the Initial Placing or the relevant Subsequent Placing (as applicable) and not having been terminated in accordance with its terms.
- 5.2 The obligations of Numis under the Sponsor and Placing Agreement in relation to the Initial Placing and each Subsequent Placing are conditional, *inter alia*, on:
- (a) in case of the Initial Placing, Initial Admission occurring and becoming effective by 8.00 a.m. (London time) on or prior to 23 July 2021 (or such later time and/or date, not being later than 31 July 2021, as the Company, the Investment Adviser and Numis may agree) and in the case of any Subsequent Placing, Admission of the relevant Placing Shares occurring by no later than 8.00 a.m. (London time) on such date as may be agreed between the Company, the Investment Adviser and Numis prior to the closing of that relevant Subsequent Placing, not being later than 28 June 2022; and
  - (b) none of the representations, warranties and undertakings given by the Company or the Investment Adviser, respectively, in the Sponsor and Placing Agreement being breached or being untrue, inaccurate in any material respect or misleading in any material respect when made or, by reason of any event occurring or circumstance arising before Admission of the relevant Placing Shares, would cease to be true and accurate were it to be repeated as at their Admission.
- 5.3 If: (a) the conditions are not fulfilled (or, to the extent permitted under the Sponsor and Placing Agreement, have not been waived by Numis) by the respective time or date where specified (or such later time or date as Numis may agree); (b) the conditions become incapable of being fulfilled (or, to the extent permitted under the Sponsor and Placing Agreement, have not been waived by Numis) or (c) the Sponsor and Placing Agreement is terminated in the circumstances specified below, the Initial Placing or the relevant Subsequent Placing, as applicable, will lapse and each Placee's rights and obligations under the Initial Placing or the relevant Subsequent Placing shall cease and determine at such time and no claim may be made by a Placee in respect thereof. Numis shall have no liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision it may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition in the Sponsor and Placing Agreement or in respect of the Initial Placing or any Subsequent Placing under the Placing Programme generally.

- 5.4 By participating in the Initial Placing or any Subsequent Placing, each Placee agrees that its rights and obligations hereunder terminate only in the circumstances described above and under “Right to terminate under the Sponsor and Placing Agreement” below, and will not be capable of rescission or termination by the Placee.

## **6 Right to terminate under the Sponsor and Placing Agreement**

- 6.1 Numis shall be entitled, after such consultation with the Company as the circumstances allow, to terminate its obligations under the Sponsor and Placing Agreement by notice to the Company at any time prior to the Placing Programme End Date, if there shall have occurred, happened or come into effect any of the following:
- (a) any government regulation or other occurrence of any nature whatsoever which, in the opinion of Numis, acting in good faith, seriously and adversely affects or will or is reasonably likely seriously and adversely to affect the business of the Group taken as a whole;
  - (b) a suspension or material limitation in trading in securities generally on the London Stock Exchange's market for listed securities, a general moratorium on commercial banking activities in London or New York or a material disruption in commercial banking or securities settlement or clearance services in the United Kingdom or United States of America, an incidence of terrorism or the outbreak or escalation of hostilities involving the UK, any EEA Member State or the US or the declaration by the UK, any EEA Member State or the USA of a national emergency or war or the occurrence of any other calamity or crisis resulting in a change in financial, political, market or economic conditions or currency exchange rates in the UK or US which, in the opinion of Numis acting in good faith makes it impractical or inadvisable to continue with the Initial Issue and/or the Placing Programme;
  - (c) any material adverse change in the financial or regulatory position or prospects or business of the Group (taken as a whole) or the Investment Adviser and, in the opinion of Numis, acting in good faith, the effect of such change is such that it would materially prejudice the success of the Initial Issue and/or the Placing Programme or the distribution of the relevant New Ordinary Shares placed pursuant to the Initial Issue and/or the Placing Programme; or
  - (d) the application of the Company for any Admission is withdrawn or refused by the FCA or London Stock Exchange.
- 6.2 Numis shall be entitled, after such consultation with the Company as the circumstances allow, to terminate its remaining obligations under the Sponsor and Placing Agreement by notice to the Company at any time prior to the Placing Programme End Date, if there shall have occurred, happened or come into effect any of the following:
- (a) it comes to the knowledge of Numis that any of the warranties given by the Company or the Investment Adviser in the Placing and Sponsor Agreement was untrue, inaccurate or misleading when made and/or that any of the warranties would be untrue, inaccurate or misleading if it were to be repeated at any time prior to the Placing Programme End Date by reference to the facts, matters and circumstances then subsisting;
  - (b) it shall come to the notice of Numis that any statement in the Issue Documents (as defined in the Sponsor and Placing Agreement) is incorrect in any material respect or has become untrue or incorrect in any material respect or misleading as a result of a new matter or change or that a new matter has arisen or a change has taken place which would if the Issue Documents were published at that time, constitute a material omission from such documents;
  - (c) any fact or matter arises that, in the opinion of Numis (acting in good faith) requires the Company to publish a supplementary prospectus in accordance with Article 23 of the UK Prospectus Regulation provided that where the significant change or new matter is the publication by the Company of half year or annual financial accounts only and a supplementary prospectus has been published by or on behalf of the Company in respect of such publication, this termination right shall not apply; or

- (d) the Company or the Investment Adviser shall fail to comply with any of its respective obligations under the Sponsor and Placing Agreement in a material respect.
- 6.3 If Numis exercises its right to terminate its obligations under the Sponsor and Placing Agreement, the Sponsor and Placing Agreement will be terminated and the Initial Placing or the relevant Subsequent Placing will not proceed. By participating in the Initial Placing or any Subsequent Placing, each Placee agrees that the exercise by Numis of any right of termination or other discretion under the Sponsor and Placing Agreement shall be within the absolute discretion of Numis and that it need not make any reference to Placees and that it shall have no liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise) whatsoever in connection with any such exercise or failure so to exercise. Placees will have no rights against Numis, the Company or any of their respective directors or employees under the Sponsor and Placing Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (as amended).

## **7 Prospectus**

- 7.1 This document has been published in connection, *inter alia*, with the Initial Issue and the Placing Programme. This document has been approved by the Financial Conduct Authority. A Placee may only rely on the information contained in this document and any supplementary prospectus published by the Company prior to Admission of the relevant Placing Shares in deciding whether or not to participate in the Initial Placing or the relevant Subsequent Placing.
- 7.2 Each Placee, by accepting a participation in the Initial Placing or any Subsequent Placing, agrees that the content of this document is exclusively the responsibility of the Directors and the Company and the persons stated herein as accepting responsibility for this document and confirms to Numis, the Company and the Investment Adviser that it has not relied on any information, representation, warranty or statement made by or on behalf of Numis (other than the amount of the relevant Placing participation in the oral or written confirmation given to Placees and the trade confirmation referred to elsewhere in these terms), any of its Affiliates, any persons acting on its behalf or the Company or the Investment Adviser other than this document and any supplementary prospectus published by the Company prior to Admission of the relevant Placing Shares and neither Numis, nor any of its Affiliates, nor any persons acting on their behalf, nor the Company, nor the Investment Adviser will be liable for the decision of any Placee to participate in the Initial Placing or any Subsequent Placing based on any other information, representation, warranty or statement which the Placee may have obtained or received (regardless of whether or not such information, representation, warranty or statement was given or made by or on behalf of any such persons) other than this document and any supplementary prospectus published by the Company prior to Admission of the relevant Placing Shares. By participating in the Initial Placing or the relevant Subsequent Placing, each Placee acknowledges to and agrees with Numis for itself and as agent for the Company that, except in relation to the information contained in this document and any supplementary prospectus published by the Company prior to Admission of the relevant Placing Shares, it has carried out and relied on its own investigation of the business, financial or other position of the Company in deciding to participate in the Initial Placing or the relevant Subsequent Placing. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

## **8 Registration and settlement**

- 8.1 Settlement of transactions in the relevant Placing Shares following their Admission will take place within the CREST system, using the DVP mechanism, subject to certain exceptions. Numis reserves the right to require settlement for and delivery of the relevant Placing Shares (or a portion thereof) to Placees by such other means as it may deem necessary, if delivery or settlement is not possible or practicable within the CREST system within the timetable set out in this document or would not be consistent with the regulatory requirements in the relevant Placee's jurisdiction.
- 8.2 Each Placee allocated New Ordinary Shares in the Initial Placing or any Subsequent Placing will be sent a trade confirmation stating the number of New Ordinary Shares allocated to it, the applicable Issue Price, the aggregate amount owed by such Placee to Numis and settlement instructions. Each Placee agrees that it will do all things necessary to ensure that

delivery and payment is completed in accordance with either the standing CREST or certificated settlement instructions which it has in place with Numis. In the event of late CREST settlement, Numis reserves the right to deliver a Placee's Placing Shares outside CREST in certificated form, provided that payment has been made in terms satisfactory to Numis and all other conditions relating to the Initial Placing or relevant Subsequent Placing have been satisfied. Notwithstanding the above, the right is reserved to deliver all of the Placing Shares to which a Placee is entitled in certificated form should Numis consider this necessary or desirable.

- 8.3 It is expected that settlement will be on a T+2 basis in accordance with the instructions set out in the trade confirmation. Trade confirmations will be despatched on or around 20 July 2021 for the Initial Placing and this will also be the trade date in respect thereof.
- 8.4 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 2 percentage points above the base rate of Barclays Bank Plc.
- 8.5 Each Placee is deemed to agree that if it does not comply with these obligations, Numis may sell any or all of the Placing Shares allocated to the Placee on such Placee's behalf and retain from the proceeds, for its own account and profit, an amount equal to the aggregate amount owed by the Placee plus any interest due. The Placee will, however, remain liable and shall indemnify Numis for any shortfall below the aggregate amount owed by such Placee and it may be required to bear any tax or other charges (together with any interest or penalties) which may arise upon the sale of such Placing Shares on such Placee's behalf. By communicating a bid for Placing Shares, each Placee confers on Numis all such authorities and powers necessary to carry out any such sale and agrees to ratify and confirm all actions which Numis lawfully takes in pursuance of such sale.
- 8.6 If Placing Shares are to be delivered to a custodian or settlement agent, the Placee should ensure that the trade confirmation is copied and delivered immediately to the relevant person within that organisation.
- 8.7 Insofar as Placing Shares are registered in the Placee's name or that of its nominee or in the name of any person for whom the Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax. The agreement to settle a Placee's subscription of the Placing Shares (and/or the subscription of a person for whom such Placee is contracting as agent) free of UK stamp duty and stamp duty reserve tax depends on the settlement relating only to a subscription by it and/or such person direct from the Company for the Placing Shares in question. Such agreement assumes that the Placing Shares are not being subscribed for in connection with arrangements to issue depositary receipts or to issue or transfer the Placing Shares into a clearance service. If there are any such arrangements, or the settlement related to any other dealing in the Placing Shares, UK stamp duty or stamp duty reserve tax may be payable, for which neither the Company nor Numis will be responsible and the Placee to whom (or on behalf of whom, or in respect of the person for whom it is participating in the Placing as an agent or nominee) the allocation, allotment, issue or delivery of Placing Shares has given rise to such UK stamp duty or stamp duty reserve tax undertakes to pay such UK stamp duty or stamp duty reserve tax forthwith and to indemnify on an after-tax basis and to hold harmless the Company and Numis in the event that the Company or Numis has incurred any such liability to UK stamp duty or stamp duty reserve tax. If this is the case, each Placee should seek its own advice and notify Numis accordingly. In addition, Placees should note that they will be liable for any stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the UK by them or any other person on the subscription by them of any Placing Shares or the agreement by them to subscribe for any Placing Shares. If there are any circumstances in which any other stamp duty or stamp duty reserve tax is payable in respect of the issue of the Placing Shares, neither Numis nor the Company shall be responsible for the payment thereof. Placees will not be entitled to receive any fee or commission in connection with the Initial Placing or any Subsequent Placing.

## 9 Representations and Warranties

By agreeing to subscribe for Placing Shares, each Placee which enters into a commitment to subscribe for Placing Shares will (for itself and any person(s) procured by it to subscribe for Placing Shares and any nominee(s) for any such person(s)) be deemed to acknowledge, agree, represent and warrant to each of the Company, the Investment Adviser and Numis that:

- 9.1 it has carried out its own investigation of the Company and the Placing Shares and is relying solely on this document and any supplementary prospectus published by the Company prior to Admission of the relevant Placing Shares and not on any other information given, or representation or statement made, at any time, by any person concerning the Company or the Initial Placing or relevant Subsequent Placing, as applicable, including, without limitation, the Key Information Document. It agrees that none of the Company, the Investment Adviser and Numis, nor any of their respective officers, agents or employees, will have any liability for any other information or representation. It irrevocably and unconditionally waives any rights it may have in respect of any other information or representation;
- 9.2 it has carefully read this document and any supplementary prospectus published by the Company prior to Admission of the relevant Placing Shares in its entirety and understands and acknowledges that it is acquiring Placing Shares on the terms and subject to the conditions set out in this Appendix 1 and, as applicable, in the contract note or Placing Letter (if applicable) and the Articles as in force at the date of Admission of the relevant Placing Shares and agrees that in accepting a participation in the Initial Placing and/or any Subsequent Placing it has had access to all information it believes necessary or appropriate in connection with its decision to subscribe for the Placing Shares;
- 9.3 the content of this document and any supplementary prospectus is exclusively the responsibility of the Directors and the Company and the persons stated therein as accepting responsibility for this document and any supplementary prospectus and apart from the liabilities and responsibilities, if any, which may be imposed on Numis under any regulatory regime, neither Numis nor any person acting on its behalf nor any of its Affiliates makes any representation, express or implied, nor accepts any responsibility whatsoever for the contents of this document nor any supplementary prospectus nor for any other statement made or purported to be made by them or on its or their behalf in connection with the Company, the Placing Shares or the Initial Placing or the relevant Subsequent Placing or any other matter referred to in this document, including but without limitation any Key Information Document published by the Company in accordance with the UK PRIIPs Laws (and/or the EU PRIIPs Regulation) and will not be liable for any decision by a Placee to participate in the Initial Placing and/or a Subsequent Placing based on any information, representation or statement contained in the Prospectus or any supplementary prospectus published by the Company or otherwise;
- 9.4 it has neither received nor relied on any confidential price sensitive information concerning the Company in accepting an invitation to participate in the Initial Placing or any Subsequent Placing;
- 9.5 it has not relied on Numis or any person affiliated with Numis or an agent of Numis in connection with any investigation of the accuracy of any information contained in the Prospectus and it has relied on its own investigation with respect to the Placing Shares in connection with its investment decision;
- 9.6 Numis does not have any duties or responsibilities to it, or its clients, similar or comparable to the duties of “best execution” and “suitability” imposed by the Conduct of Business Sourcebook in the FCA’s Handbook of Rules and Guidance and that Numis is not acting for it or its clients and that Numis will not be responsible for providing protections to it or its clients;
- 9.7 save in the event of fraud on the part of Numis (and to the extent permitted by the FCA), neither Numis, its ultimate holding company nor any direct or indirect subsidiary undertakings of such holding company, nor any of its directors and employees shall be liable to Placees for any matter arising out of Numis’ role as broker or otherwise in connection with the Initial Placing or any Subsequent Placing and that where any such liability nevertheless arises as a matter of law, Placees will immediately waive any claim against any of such persons which it may have in respect thereof;



- 9.8 it has the power and authority to subscribe for Placing Shares under the Initial Placing and/or any Subsequent Placing and to execute and deliver all documents necessary for such subscription;
- 9.9 if the laws of any territory or jurisdiction outside the United Kingdom are applicable to its agreement to subscribe for Placing Shares under the Initial Placing or the relevant Subsequent Placing, it warrants that it has complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with its application in any territory and that it has not taken any action or omitted to take any action which will result in the Company, the Investment Adviser or Numis or any of their respective officers, agents or employees acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside the United Kingdom in connection with the Initial Placing or the relevant Subsequent Placing, as applicable;
- 9.10 it makes the representations, warranties, undertakings, agreements and acknowledgements set out in this document, including (unless otherwise expressly agreed with the Company and Numis), the case of the Initial Placing those set out in the paragraph entitled "Subscriber representations, warranties and undertakings" in Part VII (The Initial Issue) of this document and in the case of any Subsequent Placing those set out in the paragraph entitled "Subscriber representations, warranties and undertakings" in Part VIII (The Placing Programme) of this document;
- 9.11 it does not have a registered address in, and is not a citizen, resident or national of, any jurisdiction in which it is unlawful to make or accept an offer of the Placing Shares and it is not acting on a non-discretionary basis for any such person;
- 9.12 it agrees that, having had the opportunity to read this document, it shall be deemed to have had notice of all information and representations contained in this document, that it is acquiring Placing Shares solely on the basis of this document and any supplementary prospectus published by the Company prior to Admission of the relevant Placing Shares and no other information and that in accepting a participation in the Initial Placing or the relevant Subsequent Placing, it has had access to all information it believes necessary or appropriate in connection with its decision to subscribe for the relevant Placing Shares;
- 9.13 it acknowledges that no person is authorised in connection with the Initial Placing or any Subsequent Placing to give any information or make any representation other than as contained in this document or any supplementary prospectus published by the Company prior to Admission of the relevant Placing Shares and, if given or made, any information or representation must not be relied upon as having been authorised by Numis, the Company or the Investment Adviser;
- 9.14 it is not applying as, nor is it applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in section 67, 70, 93 or 96 (depository receipts and clearance services) of the Finance Act 1986;
- 9.15 it accepts that none of the Placing Shares have been or will be registered under the securities laws, or with any securities regulatory authority of, the United States, any member state of the EEA (other than any EEA member state where the Placing Shares are lawfully marketed), or any Excluded Territory and that the Placing Shares may not be offered, sold, issued or delivered, directly or indirectly, within any Excluded Territory unless an exemption from any registration requirement is available;
- 9.16 if it is applying for Placing Shares in circumstances under which the laws or regulations of a jurisdiction other than the United Kingdom would apply, that it is a person to whom the Placing Shares may be lawfully offered under that other jurisdiction's laws and regulations;
- 9.17 it has not been engaged to acquire the Placing Shares (a) on behalf of any other person in the UK who is not a qualified investor (within the meaning of Article 2(e) of the UK Prospectus Regulation) unless the terms on which it is engaged enable it to make decisions concerning the acceptance of offers of transferable securities on the client's behalf without reference to the client as described in section 86(2) of FSMA or (b) where it has been engaged to acquire Placing Shares on behalf of any other person in the EEA who is not a qualified investor (within



the meaning of Article 2(e) of the EU Prospectus Regulation) unless the offer of the Placing Shares is not treated under the EU Prospectus Regulation as having been made to such other person;

- 9.18 it: (i) is entitled to subscribe for the Placing Shares under the laws of all relevant jurisdictions; (ii) has fully observed the laws of all relevant jurisdictions; (iii) has the requisite capacity and authority and is entitled to enter into and perform its obligations as a subscriber for Placing Shares and will honour such obligations; and (iv) has obtained all necessary consents and authorities to enable it to enter into the transactions contemplated hereby and to perform its obligations in relation thereto;
- 9.19 if it is resident in the UK, (a) it is a qualified investor within the meaning of Article 2(e) of the UK Prospectus Regulation and also a person (i) who has professional experience in matters relating to investments falling within Article 19(5) of the FPO; or (ii) falling within Article 49(2)(A) to (D) ("High Net Worth Companies, Unincorporated Associations, etc") of the FPO; (iii) and/or is a person who is a "professional client" or an "eligible counterparty" within the meaning of Chapter 3 of the FCA's Conduct of Business Sourcebook or, if it is receiving the offer in circumstances under which the laws or regulations of a jurisdiction other than the United Kingdom would apply, it is a person to whom the Placing Shares may be lawfully offered under that other jurisdiction's laws and regulations or (iv) to whom the Initial Placing or the relevant Subsequent Placing may otherwise be lawfully communicated, and (b) if it is a financial intermediary, as that term is used in Article 5 of the UK Prospectus Regulation, that the New Ordinary Shares purchased by it in the Initial Placing or the relevant Subsequent Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in the UK other than qualified investors (within the meaning of Article 2(e) of the UK Prospectus Regulation), or in circumstances in which the prior consent of Numis has been given to the offer or resale;
- 9.20 if it is a resident in the EEA: (a) it is a qualified investor within the meaning of Article 2(e) of the EU Prospectus Regulation; and (b) if that Relevant Member State has implemented the EU AIFM Directive, that it is a person to whom the Placing Shares may be lawfully marketed under the EU AIFM Directive or under the applicable implementing legislation (if any) of that Relevant Member State; and (c) if it is a financial intermediary, as that term is used in Article 5 of the EU Prospectus Regulation, that the New Ordinary Shares purchased by it in the Initial Placing or the relevant Subsequent Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in a Relevant Member State other than qualified investors (within the meaning of Article 2(e) of the EU Prospectus Regulation), or in circumstances in which the prior consent of Numis has been given to the offer or resale;
- 9.21 if it is outside the United Kingdom, neither this document nor any other offering, marketing or other material in connection with the Initial Placing or the relevant Subsequent Placing constitutes an invitation, offer or promotion to, or arrangement with, it or any person whom it is procuring to subscribe for Placing Shares pursuant to the Initial Placing or the relevant Subsequent Placing unless, in the relevant territory, such offer, invitation or other course of conduct could lawfully be made to it or such person and such documents or materials could lawfully be provided to it or such person and the Placing Shares could lawfully be distributed to and subscribed and held by it or such person without compliance with any unfulfilled approval, registration or other regulatory or legal requirements;
- 9.22 if it is resident in the Isle of Man, it (a) holds a licence issued by the Isle of Man Financial Services Authority under Section 7 of the Isle of Man Financial Services Act 2008; or (b) is a person falling within exclusion (2)(r) contained in Schedule 1 to the Isle of Man Regulated Activities Order 2011, as amended; or (c) is a person whose ordinary business activities involve it in acquiring, holding, managing or disposing of shares or debentures (as principal or agent) for the purposes of its business;
- 9.23 if the Placee is a natural person, such Placee is not under the age of majority (18 years of age in the United Kingdom) on the date of such Placee's agreement to subscribe for Placing Shares and will not be any such person on the date any such agreement to subscribe under the Initial Placing or relevant Subsequent Placing is accepted;

- 9.24 it has the funds available to pay in full for the Placing Shares for which it has agreed to subscribe pursuant to its commitment under the Initial Placing or relevant Subsequent Placing and that it will pay the total subscription in accordance with the terms set out in this Appendix 1 and, as applicable, as set out in the contract note or other confirmation and the Placing Letter (if any) on the due time and date;
- 9.25 (i) it has communicated or caused to be communicated and will 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 Placing Shares only in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person; and (ii) no document is being issued by Numis in its capacity as an authorised person under section 21 of FSMA;
- 9.26 it has complied and will comply with all applicable provisions of the FSMA and the Financial Services Act 2012 with respect to anything done by it in relation to the Placing Shares in, from or otherwise involving, the United Kingdom;
- 9.27 no action has been taken or will be taken in any jurisdiction other than the United Kingdom that would permit a public offering of the Placing Shares or possession of this document (and any supplementary prospectus issued by the Company) in any country or jurisdiction where action for that purpose is required;
- 9.28 it acknowledges that neither Numis nor any of its Affiliates nor any person acting on their behalf is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Initial Placing or the relevant Subsequent Placing or providing any advice in relation to the Initial Placing or the relevant Subsequent Placing and participation in the Initial Placing or the relevant Subsequent Placing is on the basis that it is not and will not be a client of either of Numis or any of its Affiliates and that Numis and any of its Affiliates do not have any duties or responsibilities to it for providing the protections afforded to its clients or for providing advice in relation to the Initial Placing or the relevant Subsequent Placing nor in respect of any representations, warranties, undertaking or indemnities contained in these terms and conditions and/or in any Placing Letter;
- 9.29 it acknowledges that where it is subscribing for Placing Shares for one or more managed, discretionary or advisory accounts, it is authorised in writing for each such account: (i) to subscribe for the Placing Shares for each such account; (ii) to make on each such account's behalf the representations, warranties and agreements set out in this document; and (iii) to receive on behalf of each such account any documentation relating to the Initial Placing or the relevant Subsequent Placing in the form provided by the Company and/or Numis. It agrees that the provision of this paragraph shall survive any resale of the Placing Shares by or on behalf of any such account;
- 9.30 it irrevocably appoints any Director and any director of Numis 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 Placing Shares for which it has given a commitment under the Initial Placing or the relevant Subsequent Placing, in the event of its own failure to do so;
- 9.31 it accepts that if the Initial Placing or the relevant Subsequent Placing does not proceed or the conditions to the Sponsor and Placing Agreement are not satisfied or the Placing Shares for which valid application are received and accepted are not admitted to listing and trading on the premium segment of the Official List and the London Stock Exchange's Main Market (respectively) for any reason whatsoever, then none of the Company, Numis, the Investment Adviser 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;
- 9.32 it acknowledges that any person in Guernsey involved in the business of the Company who has a suspicion or belief that any other person (including the Company or any person subscribing for Placing Shares) is involved in money laundering activities, is under an obligation to report such suspicion to the Financial Intelligence Service pursuant to the Terrorism and Crime (Bailiwick of Guernsey) Law, 2002 (as amended);

- 9.33 if it is acting as a “distributor” (for the purposes of the MiFID II Product Governance Requirements):
- (a) it acknowledges that the Target Market Assessment undertaken by Numis and the Investment Adviser does not constitute: (a) an assessment of suitability or appropriateness for the purposes of EU MiFID II or the UK MiFID II Laws; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Placing Shares, and each distributor is responsible for undertaking its own target market assessment in respect of the Placing Shares and determining appropriate distribution channels;
  - (b) notwithstanding any Target Market Assessment undertaken by Numis and the Investment Adviser, it confirms that it has satisfied itself as to the appropriate knowledge, experience, financial situation, risk tolerance and objectives and needs of the investors to whom it plans to distribute the Placing Shares and that it has considered the compatibility of the risk/reward profile of such Placing Shares with the end target market;
  - (c) it acknowledges that the price of the Placing Shares may decline and investors could lose all or part of their investment; the Placing Shares offer no guaranteed income and no capital protection; and an investment in the Placing Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom;
  - (d) it acknowledges that Numis is acting for the Company in connection with the Initial Issue or the relevant Subsequent Placing and for no-one else and that it will not treat any Placee as its customer by virtue of such application being accepted or owe any Placee any duties or responsibilities concerning the price of the Placing Shares or concerning the suitability of the Placing Shares for the Placee or be responsible to the Placee for the protections afforded to its customers; and
  - (e) it agrees that if so required by Numis or the Investment Adviser, it shall provide aggregated summary information on sales of the New Ordinary Shares as contemplated under rule 3.3.30R of PROD and information on the reviews carried out under rules 3.3.26R to 3.3.28R of PROD;
- 9.34 it has complied with and will comply with all applicable provisions of the Criminal Justice Act 1993 and the UK MAR with respect to anything done by it in relation to the Initial Placing or any Subsequent Placing;
- 9.35 in connection with its participation in the Initial Placing or the relevant Subsequent Placing, it has observed all relevant legislation and regulations, in particular (but without limitation) under UK MAR, the Criminal Justice Act 1993, Part VIII of FSMA and those relating to money laundering and terrorist financing, including but not limited to the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000 (as amended), the Terrorism Act 2006, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (SI 2017/692) (the **UK Money Laundering Regulations 2017**) and any other applicable law (together referred to as the **AML Legislation**) and it is not a person: (1) with whom transactions are prohibited under the Foreign Corrupt Practices Act of 1977 or any economic sanction programmes administered by, or regulations promulgated by, the Office of Foreign Assets Control of the U.S. Department of the Treasury; (2) named on the Consolidated List of Financial Sanctions Targets maintained by HM Treasury of the United Kingdom; or (3) subject to financial sanctions imposed pursuant to a regulation of the EU or a regulation adopted by the United Nations (together, **Regulations**) and, if making payment on behalf of a third party, that: (i) satisfactory evidence has been obtained and recorded by it to verify the identity of the third party and (ii) arrangements have been entered into with the third party to obtain from the third party copies of any identification and verification data immediately on request as required by the Regulations and pursuant to AML Legislation and has obtained all governmental and other consents (if any) which may be required for the purpose of, or as a consequence of, such purchase and, in each case, agrees that pending satisfaction of such obligations, definitive certificates (or allocation under the CREST system) in respect of the Placing Shares comprising the Placee’s allocation may be retained at the discretion of Numis and that its

application is only made on the basis that it accepts full responsibility for any requirement to verify the identity of its clients and other persons in respect of whom it has applied. In addition, it warrants that it is a person: (i) subject to the UK Money Laundering Regulations 2017 and any other applicable anti-money laundering guidance, regulations or legislation in force and applicable in the UK; or (ii) subject to the EU Money Laundering Directive; or (iii) subject to the Guernsey AML Requirements; or (iv) acting in the course of a business in relation to which an overseas regulatory authority exercises regulatory functions and is based or incorporated in, or formed under the law of, a country in which there are in force provisions at least equivalent to those required by the EU Money Laundering Directive;

- 9.36 it agrees that, due to anti-money laundering and the countering of terrorist financing requirements, Numis and/or the Company and/or the Registrar and/or the Administrator may require proof of identity of the Placee and related parties and verification of the source of the payment before the application can be processed and the Placee will provide promptly to Numis or the Company such evidence, if any, as to the identity or location or legal status of any person (including in relation to the beneficial ownership of any underlying investor) which Numis or the Company may request from it in connection with the Initial Placing and/or relevant Subsequent Placing (for the purposes of complying with the Regulations or ascertaining the nationality of any person or the jurisdiction(s) to which any person is subject or otherwise or any other information as may be required to comply with legal or regulatory requirements (including in particular under the AML Legislation)) in the form and manner requested by Numis and/or the Company and that, in the event of delay or failure by the Placee to produce any information required for verification purposes, Numis and/or the Company may refuse to accept the application and the subscription monies relating thereto. It holds harmless and will indemnify Numis and/or the Company against any liability, loss or cost ensuing due to the failure to process its application, if such information as has been required has not been provided by it or has not been provided on a timely basis;
- 9.37 it is aware of, has complied with and will at all times comply with its obligations in connection with money laundering under the Proceeds of Crime Act 2002;
- 9.38 Numis, the Investment Adviser and the Company (and any agent on their behalf) are entitled to exercise any of their rights under the Sponsor and Placing Agreement or any other right in their absolute discretion without any liability whatsoever to Placees (or any agent acting on their behalf);
- 9.39 the representations, undertakings and warranties contained in this document are irrevocable. It acknowledges that Numis, the Company and their respective Affiliates will rely upon the truth and accuracy of the foregoing representations and warranties and it agrees that if any of the representations or warranties made or deemed to have been made by its subscription of the relevant Placing Shares are no longer accurate, it shall promptly notify Numis and the Company in writing;
- 9.40 where it or any person acting on behalf of it is dealing with Numis, any money held in an account with Numis on behalf of it and/or any person acting on behalf of it will not be treated as client money within the meaning of the relevant rules and regulations of the Financial Conduct Authority which therefore will not require Numis to segregate such money, as that money will be held by Numis under a banking relationship and not as trustee;
- 9.41 any of its clients, whether or not identified to Numis or any of its Affiliates or agents, will remain its sole responsibility and will not become clients of Numis 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;
- 9.42 it accepts that the allocation of Placing Shares shall be determined by Numis (in consultation with the Company and the Investment Adviser) in its absolute discretion and that it may scale down any placing commitments for this purpose on such basis as it may determine;
- 9.43 it is aware of the obligations regarding insider dealing in the Criminal Justice Act 1993, the Proceeds of Crime Act 2002 and UK MAR and confirms that it has and will continue to comply with those obligations;

- 9.44 time shall be of the essence as regards its obligations to settle payment for the relevant Placing Shares and to comply with its other obligations under the Initial Placing or the relevant Subsequent Placing;
- 9.45 it authorises Numis to deduct from the total amount subscribed under the Initial Placing and/or relevant Subsequent Placing the aggregate commission (if any) payable on the number of Placing Shares allocated under the Initial Placing and/or relevant Subsequent Placing;
- 9.46 its commitment to subscribe for Placing Shares on the terms set out in this Appendix 1 and in the trade confirmation and any Placing Letter (if applicable) will continue notwithstanding any amendment that may in the future be made to the terms of the Initial Placing or relevant Subsequent Placing and that Placees will have no right to be consulted or require that their consent be obtained with respect to Numis' or the Company's conduct of the Initial Placing and/or any Subsequent Placing;
- 9.47 Numis or any of its affiliates acting as an investor for its own account may take up shares in the Company and in that capacity may retain, purchase or sell for its own account such shares and may offer or sell such shares other than in connection with the Initial Placing or any Subsequent Placing;
- 9.48 to the fullest extent permitted by law, it acknowledges and agrees to the disclaimers contained in this document (including this Appendix 1); and
- 9.49 it requests, at its own initiative, that the Company (or its agents) notifies it of all future opportunities to acquire securities in the Company and provides it with all available information in connection therewith.

## 10 Supply and Disclosure of Information

If Numis, the Company or any of their agents requests any information in connection with a Placee's agreement to subscribe for Placing Shares under the Initial Placing or the relevant Subsequent Placing or to comply with any relevant legislation, such Placee must promptly disclose it to them.

## 11 Data Protection

- 11.1 Each Placee acknowledges that it has been informed that, pursuant to applicable data protection legislation (including the UK GDPR, the EU GDPR and the DP Law) and regulatory requirements in Guernsey and/or the EEA, as appropriate (the **DP Legislation**) the Company, Numis, the Administrator and/or the Registrar hold their personal data.
- 11.2 The Company, Numis, the Administrator and the Registrar will process such personal data at all times in compliance with DP Legislation and shall only process such information for the purposes set out in the Company's privacy notice (the **Purpose**) which is available for consultation on the Company's website: <https://bluefieldsif.com/privacy-notice/> (the **Privacy Notice**).
- 11.3 Any sharing of personal data between parties will be carried out in compliance with DP Legislation and as set out in the Company's Privacy Notice.
- 11.4 In providing the Company, Numis, the Administrator and/or the Registrar with personal data, the Placee hereby represents and warrants to the Company, Numis, the Administrator and the Registrar that: (1) it complies in all material aspects with its data controller obligations under DP Legislation, and in particular, it has notified any data subject of the purposes for which personal data will be used and by which parties it will be used and it has provided a copy of the Privacy Notice to such relevant data subjects; and (2) where consent is legally competent and/or required under DP Legislation, the Placee has obtained the consent of any data subject to the Company, Numis, the Administrator and the Registrar and their respective affiliates and group companies, holding and using their personal data for the purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the purposes).



- 11.5 Each Placee acknowledges that by submitting personal data to the Company, Numis, the Administrator or Registrar (acting for and on behalf of the Company) where the Placee is a natural person, he or she (as the case may be) represents and warrants that (as applicable) he or she has read and understood the terms of the Privacy Notice.
- 11.6 Each Placee acknowledges that by submitting personal data to the Company, Numis, the Administrator or the Registrar (acting for and on behalf of the Company) where the Placee is not a natural person, it represents and warrants that:
- (a) it has brought the Privacy Notice to the attention of any underlying data subjects on whose behalf or account the Placee may act or whose personal data will be disclosed to the Company, Numis, the Administrator and/or the Registrar as a result of the Placee agreeing to subscribe for New Ordinary Shares under the Initial Placing or the relevant Subsequent Placing; and
  - (b) the Placee has complied in all other respects with all applicable data protection legislation in respect of disclosure and provision of personal data to the Company, Numis, the Administrator and/or the Registrar.
- 11.7 Where the Placee acts for or on account of an underlying data subject or otherwise discloses the personal data of an underlying data subject, he/she/it shall, in respect of the personal data it processes in relation to or arising in relation to the Initial Placing or any Subsequent Placing:
- (a) comply with all applicable data protection legislation;
  - (b) take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to the personal data;
  - (c) if required, agree with the Company, Numis, the Administrator and the Registrar (as applicable), the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and
  - (d) immediately on demand, fully indemnify the Company, Numis, the Administrator and the Registrar (as applicable) and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company and/or Numis and/or the Administrator and/or the Registrar in connection with any failure by the Placee to comply with the provisions set out above.

## **12 Miscellaneous**

- 12.1 Each Placee, and any person acting on behalf of the Placee, acknowledges that Numis does not owe any fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings or indemnities in the Sponsor and Placing Agreement and that such representations, warranties, undertakings and indemnities are not given for the benefit of any Placee.
- 12.2 Each Placee and any person acting on behalf of the Placee acknowledges and agrees that Numis or any of its Affiliates may, at their absolute discretion, agree to become a Placee in respect of some or all of the Placing Shares.
- 12.3 The rights and remedies of Numis and the Company under these terms and conditions are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.
- 12.4 On application, if a Placee is a discretionary fund manager, that Placee may be asked to disclose in writing or orally the jurisdiction in which its funds are managed or owned. All documents provided in connection with the Initial Placing or the relevant Subsequent Placing will be sent at the Placee's risk. They may be returned by post to such Placee at the address notified by such Placee.
- 12.5 Each Placee agrees to be bound by the Articles (as amended from time to time) once the relevant Placing Shares, which the Placee has agreed to subscribe for pursuant to the Initial Placing or the relevant Subsequent Placing, have been acquired by the Placee. The contract



to subscribe for Placing Shares under the Initial Placing or the relevant Subsequent Placing and the appointments and authorities mentioned in this document will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of Numis and the Company, each Placee irrevocably submits to the jurisdiction of the courts of England and Wales and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum. This does not prevent an action being taken against a Placee in any other jurisdiction.

- 12.6 In the case of a joint agreement to subscribe for Placing Shares under the Initial Placing or the relevant Subsequent Placing, references to a “Placee” in these terms and conditions are to each of the Placees who are a party to that joint agreement and their liability is joint and several.
- 12.7 Numis and the Company expressly reserve the right to modify the Initial Placing or the relevant Subsequent Placing under the Placing Programme (including, without limitation, the timetable and settlement) at any time before allocations are determined.
- 12.8 The Placing Programme, the Initial Placing and each Subsequent Placing are subject to the satisfaction of the conditions contained in the Sponsor and Placing Agreement and the Sponsor and Placing Agreement not having been terminated. Further details of the terms of the Sponsor and Placing Agreement are contained in paragraph 6(f) of Part XI of this document.
- 12.9 Persons (including, without limitation, nominees and trustees) who have a contractual or other legal obligation to forward a copy of this Appendix or the document of which it forms part to a jurisdiction outside the United Kingdom should seek appropriate advice before taking any action.

## APPENDIX 2

### TERMS AND CONDITIONS OF THE OPEN OFFER

#### 1 Introduction

The New Ordinary Shares are only suitable for investors who understand the potential risk of capital loss and that there may be limited liquidity in the underlying investments of the Company, for whom an investment in New Ordinary Shares is part of a diversified investment programme and who fully understand and are willing to assume the risks involved in such an investment programme.

In the case of a joint Application, references to you in these Terms and Conditions are to each of you, and your liability is joint and several. Please ensure you read these terms and conditions in full before completing the Open Offer Application Form or sending a USE instruction in CREST.

The Record Date for entitlements under the Open Offer for Qualifying CREST Shareholders and Qualifying Non-CREST Shareholders is close of business on 25 June 2021. Open Offer Application Forms are expected to be posted to Qualifying Non-CREST Shareholders on or around 29 June 2021 and Open Offer Entitlements are expected to be credited to stock accounts of Qualifying CREST Shareholders in CREST as soon as possible after 8.00 a.m. on 1 July 2021. The latest time and date for receipt of completed Open Offer Application Forms and payment in full under the Open Offer and settlement of relevant CREST instructions (as appropriate) is expected to be 11.00 a.m. on 15 July 2021 with Initial Admission and commencement of dealings in New Ordinary Shares issued under the Initial Issue expected to take place at 8.00 a.m. on 23 July 2021.

This Appendix and, for Qualifying Non-CREST Shareholders only, the Open Offer Application Form contain the formal terms and conditions of the Open Offer. Your attention is drawn to paragraph 4 of these Terms and Conditions which gives details of the procedure for application and payment for the New Ordinary Shares. The attention of Overseas Shareholders is drawn to paragraph 6 of these Terms and Conditions.

The New Ordinary Shares will, when issued and fully paid, rank equally in all respects with Existing Ordinary Shares, including the right to receive all dividends or other distributions made, paid or declared, if any, by reference to a record date after the date of their issue. For the avoidance of doubt, the New Ordinary Shares issued pursuant to the Initial Issue will not rank for the third quarterly interim dividend of 2 pence per Ordinary Share which is expected to be declared shortly and which will be payable to Shareholders on the register prior to the issue of any New Ordinary Shares pursuant to the Initial Issue. However, the New Ordinary Shares issued pursuant to the Initial Issue will rank for all dividends on New Ordinary Shares declared thereafter.

Applications will be made to the Financial Conduct Authority for the New Ordinary Shares to be admitted to the premium segment of the Official List and to the London Stock Exchange for the New Ordinary Shares to be admitted to trading on the Main Market of the London Stock Exchange.

The Open Offer is an opportunity for Qualifying Shareholders to apply for, in aggregate, 81,399,924 New Ordinary Shares *pro rata* to their current holdings at the Initial Issue Price of 118 pence per New Ordinary Share in accordance with these Terms and Conditions.

The Excess Application Facility is an opportunity for Qualifying Shareholders who have applied for all of their Open Offer Entitlements to apply for additional New Ordinary Shares. The Excess Application Facility will comprise such number of New Ordinary Shares, if any, which in their absolute discretion (after consultation with Numis and the Investment Adviser) the Directors determine to make available under the Excess Application Facility, which may include any New Ordinary Shares which are not taken up by Qualifying Shareholders pursuant to their Open Offer Entitlements, fractional entitlements under the Open Offer which have been aggregated and any New Ordinary Shares which would otherwise have been available under the Initial Placing or the Offer for Subscription but which the Directors determine to allocate to

the Excess Application Facility (including any additional New Ordinary Shares which may be made available under the Initial Issue if the Directors exercise their discretion to increase the size of the Initial Issue).

There is no limit on the amount of New Ordinary Shares that can be applied for by Qualifying Shareholders under the Excess Application Facility, save that the maximum amount of New Ordinary Shares to be allotted under the Excess Application Facility shall be limited by the maximum size of the Initial Issue (as may be increased by the Directors) less New Ordinary Shares issued under the Open Offer pursuant to Qualifying Shareholders' Open Offer Entitlements that are taken up and any New Ordinary Shares that the Directors determine to issue under the Initial Placing and the Offer for Subscription.

Qualifying Shareholders should note that there is no assurance that any New Ordinary Shares will be allocated to the Excess Application Facility and applications under the Excess Application Facility shall be allocated in such manner as the Directors may determine in their absolute discretion. Accordingly, no assurance can be given that the applications by Qualifying Shareholders under the Excess Application Facility will be met in full, or in part or at all.

Any Qualifying Shareholder who has sold or transferred all or part of his/her registered holding(s) of Existing Ordinary Shares prior to 8.00 a.m. on 30 June 2021, being the ex-entitlement date, is advised to consult his or her stockbroker, bank or other agent through, or to whom, the sale or transfer was effected as soon as possible since the invitation to apply for New Ordinary Shares under the Open Offer may be a benefit which may be claimed from him/her by the purchaser(s) under the rules of the London Stock Exchange.

## **2 The Open Offer**

Subject to the Terms and Conditions (and, in the case of Qualifying Non-CREST Shareholders, in the Open Offer Application Form), Qualifying Shareholders are being given the opportunity to apply for any number of New Ordinary Shares at the Initial Issue Price (payable in full on application and free of all expenses) up to a maximum of their Open Offer Entitlement which shall be calculated on the basis of:

### **1 New Ordinary Share for every 5 Existing Ordinary Shares**

registered in the name of each Qualifying Shareholder on the Record Date and so in proportion for any other number of Existing Ordinary Shares then registered.

Fractions of New Ordinary Shares will not be issued to Qualifying Shareholders in the Open Offer. Open Offer Entitlements will be rounded down to the nearest whole number and any fractional entitlements to New Ordinary Shares will be disregarded in calculating Open Offer Entitlements. All fractional entitlements will be aggregated and allocated at the absolute discretion of the Directors (after consultation with Numis and the Investment Adviser) to the Initial Placing, the Offer for Subscription and/or the Excess Application Facility. Accordingly, Qualifying Shareholders with fewer than 5 Existing Ordinary Shares will not receive an Open Offer Entitlement but may apply for Excess Shares under the Excess Application Facility.

Applications by Qualifying Shareholders will be satisfied in full up to the amount of their individual Open Offer Entitlement.

Qualifying Shareholders may apply to acquire less than their Open Offer Entitlement should they so wish. In addition, Qualifying Shareholders may apply to acquire Excess Shares using the Excess Application Facility. Please refer to paragraphs 4.1(c) and 4.2(c) of these Terms and Conditions for further details of the Excess Application Facility.

Holdings of Existing Ordinary Shares in certificated and uncertificated form will be treated as separate holdings for the purpose of calculating entitlements under the Open Offer, as will holdings under different designations and in different accounts.

If you are a Qualifying Non-CREST Shareholder, the Open Offer Application Form shows the number of Existing Ordinary Shares registered in your name on the Record Date (in Box 1).

Qualifying CREST Shareholders will have New Ordinary Shares representing their Open Offer Entitlement credited to their stock accounts in CREST and should refer to paragraph 4.2 of these Terms and Conditions and also to the CREST Manual for further information on the relevant CREST procedures.

The Open Offer Entitlement, in the case of Qualifying Non-CREST Shareholders, is equal to the number of New Ordinary Shares shown in Box 2 on the Open Offer Application Form or, in the case of Qualifying CREST Shareholders, is equal to the number of the New Ordinary Shares representing their Open Offer Entitlement standing to the credit of their stock account in CREST.

Details as to how Qualifying Non-CREST Shareholders and Qualifying CREST Shareholders may apply for more than their Open Offer Entitlement under the Excess Application Facility are set out in section 4 (Procedure for application and payment) below, and in the case of Qualifying Non-CREST Shareholders on the Open Offer Application Form

The Directors have absolute discretion (after consultation with Numis and the Investment Adviser) to determine the basis of allocation of New Ordinary Shares within and between the Initial Placing, the Offer for Subscription and the Excess Application Facility and applications under the Initial Placing, the Offer for Subscription and/or the Excess Application Facility may be scaled back accordingly. No assurance can be given that the applications by Qualifying Shareholders under the Excess Application Facility will be met in full, or in part or at all.

**Qualifying Shareholders should be aware that the Open Offer is not a rights issue. Qualifying Non-CREST Shareholders should also note that their respective Open Offer Application Forms are not negotiable documents and cannot be traded.**

**Qualifying CREST Shareholders should note that, although the New Ordinary Shares representing their Open Offer Entitlements and Excess CREST Open Offer Entitlements will be credited to CREST and be enabled for settlement, applications in respect of entitlements under the Open Offer may only be made by the Qualifying Shareholder originally entitled or by a person entitled by virtue of a *bona fide* market claim raised by Euroclear's Claims Processing Unit.** New Ordinary Shares not applied for under the Open Offer will not be sold in the market for the benefit of those who do not apply under the Open Offer and Qualifying Shareholders who do not apply to take up New Ordinary Shares available under the Open Offer will have no rights under the Open Offer. Any New Ordinary Shares which are not applied for in respect of the Open Offer may be allotted to Qualifying Shareholders to meet any valid applications under the Excess Application Facility or may be issued to the subscribers under the Initial Placing or the Offer for Subscription, with the proceeds retained for the benefit of the Company.

Application will be made for the Open Offer Entitlements and Excess CREST Open Offer Entitlements to be credited to Qualifying CREST Shareholders' CREST accounts. The Open Offer Entitlements and Excess CREST Open Offer Entitlements are expected to be credited to CREST accounts as soon as possible after 8.00 a.m. on 1 July 2021. The Existing Ordinary Shares are already admitted to CREST. No further application for admission to CREST is accordingly required for the New Ordinary Shares. All such shares, when issued and fully paid, may be held and transferred by means of CREST. Application has been made for the Open Offer Entitlements and Excess CREST Open Offer Entitlements to be admitted to CREST.

### **3 Conditions and further terms of the Open Offer**

The contract created by the acceptance of an Open Offer Application Form or a USE instruction will be conditional on:

- (a) the Resolution being passed at the Extraordinary General Meeting (or any adjournment thereof);
- (b) Initial Admission becoming effective by not later than 8.00 a.m. (London time) on 23 July 2021 (or such later date, not being later than 31 July 2021, as the Company, the Investment Adviser and Numis may agree); and
- (c) the Sponsor and Placing Agreement becoming otherwise unconditional in all respects in relation to the Initial Issue (save as to Initial Admission), and not being terminated in accordance with its terms before Initial Admission becomes effective.

Accordingly, if these conditions are not satisfied or waived (where capable of waiver), the Open Offer will not proceed and any Applications made by Qualifying Shareholders will be rejected. In such circumstances, application monies will be returned (at the applicant's sole risk), without payment of interest, as soon as practicable thereafter.

No temporary documents of title will be issued in respect of New Ordinary Shares under the Open Offer held in certificated form. Definitive certificates in respect of New Ordinary Shares taken up are expected to be posted to those Qualifying Shareholders who have validly elected to hold their New Ordinary Shares in certificated form in the week commencing 26 July 2021. In respect of those Qualifying Shareholders who have validly elected to hold their New Ordinary Shares in uncertificated form, the New Ordinary Shares are expected to be credited to their stock accounts maintained in CREST on 23 July 2021.

Applications will be made for the New Ordinary Shares to be listed on the premium segment of the Official List and to be admitted to trading on the Main Market of the London Stock Exchange. Initial Admission is expected to occur on 23 July 2021, when dealings in the New Ordinary Shares are expected to begin. All monies received by the Receiving Agent in respect of New Ordinary Shares will be placed on deposit in a non-interest bearing account by the Receiving Agent.

If for any reason it becomes necessary to adjust the expected timetable as set out in this document, the Company will make an appropriate announcement to a Regulatory Information Service giving details of the revised dates. In particular, the Directors have the discretion to extend the last time and/or date for applications under the Open Offer (but to not later than 31 July 2021), and any such extension will not affect applications already made, which will continue to be irrevocable.

#### **4 Procedure for application and payment**

The action to be taken by you in respect of the Open Offer depends on whether, at the relevant time, you have an Open Offer Application Form in respect of your entitlement under the Open Offer or you have your Open Offer Entitlement and Excess CREST Open Offer Entitlement credited to your CREST stock account in respect of such entitlement.

Qualifying Shareholders who hold their Existing Ordinary Shares in certificated form will be issued New Ordinary Shares in certificated form. Qualifying Shareholders who hold part of their Existing Ordinary Shares in uncertificated form will be issued New Ordinary Shares in uncertificated form to the extent that their entitlement to New Ordinary Shares arises as a result of holding Existing Ordinary Shares in uncertificated form. However, it will be possible for Qualifying Shareholders to deposit Open Offer Entitlements into, and withdraw them from, CREST. Further information on deposit and withdrawal from CREST is set out in paragraph 4.2(g) of these Terms and Conditions.

CREST sponsored members should refer to their CREST sponsor, as only their CREST sponsor will be able to take the necessary action specified below to apply under the Open Offer in respect of the Open Offer Entitlements and Excess CREST Open Offer Entitlements of such members held in CREST. CREST members who wish to apply under the Open Offer in respect of their Open Offer Entitlements and Excess CREST Open Offer Entitlements in CREST should refer to the CREST Manual for further information on the CREST procedures referred to below.

***Qualifying Shareholders who do not want to apply for the New Ordinary Shares under the Open Offer should take no action and should not complete or return the Open Offer Application Form.***

##### **4.1 If you have an Open Offer Application Form in respect of your entitlement under the Open Offer:**

###### **(a) General**

Subject as provided in paragraph 6 of these Terms and Conditions in relation to Overseas Shareholders, Qualifying Non-CREST Shareholders will receive an Open Offer Application Form. The Open Offer Application Form shows the number of Existing Ordinary Shares registered in their name on the Record Date in Box 1. It also shows the maximum number of New Ordinary Shares for which they are entitled to apply under the



Open Offer (other than the Excess Application Facility), as shown by the total number of Open Offer Entitlements allocated to them set out in Box 2. Box 3 shows how much they would need to pay if they wish to take up their Open Offer Entitlement in full. Any fractional entitlements to New Ordinary Shares will be disregarded in calculating Open Offer Entitlements and will be aggregated and allocated at the absolute discretion of the Directors (after consultation with Numis and the Investment Adviser) to the Initial Placing, the Offer for Subscription and/or the Excess Application Facility.

Any Qualifying Non-CREST Shareholders with fewer than 5 Existing Ordinary Shares will not receive an Open Offer Entitlement but may apply for Excess Shares pursuant to the Excess Application Facility (see paragraph 4.1(c) of these Terms and Conditions). Qualifying Non-CREST Shareholders may apply for less than their Open Offer Entitlement should they wish to do so. Qualifying Non-CREST Shareholders may also hold such an Open Offer Application Form by virtue of a *bona fide* market claim. Qualifying Non-CREST Shareholders may also apply for Excess Shares under the Excess Application Facility by completing Box 5 of the Open Offer Application Form.

The instructions and other terms set out in the Open Offer Application Form form part of the terms of the Open Offer in relation to Qualifying Non-CREST Shareholders.

(b) *Bona fide* market claims

Applications to acquire New Ordinary Shares may only be made on the Open Offer Application Form and may only be made by the Qualifying Non-CREST Shareholder named in it or by a person entitled by virtue of a *bona fide* market claim in relation to a purchase of Existing Ordinary Shares through the market prior to the date upon which the Existing Ordinary Shares were marked “ex” the entitlement to participate in the Open Offer. Open Offer Application Forms may not be assigned, transferred or split, except to satisfy *bona fide* market claims up to 3.00 p.m. on 13 July 2021. The Open Offer Application Form is not a negotiable document and cannot be separately traded. A Qualifying Non-CREST Shareholder who has sold or otherwise transferred all or part of his holding of Existing Ordinary Shares prior to the date upon which the Existing Ordinary Shares were marked “ex” the entitlement to participate in the Open Offer, should consult his broker or other professional adviser as soon as possible, as the invitation to acquire New Ordinary Shares under the Open Offer may be a benefit which may be claimed by the transferee. Qualifying Non-CREST Shareholders who have sold all or part of their registered holdings should, if the market claim is to be settled outside CREST, complete Box 9 on the Open Offer Application Form and immediately send it to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee. The Open Offer Application Form should not, however be forwarded to or transmitted in or into the United States or any other Excluded Territory. If the market claim is to be settled outside CREST, the beneficiary of the claim should follow the procedures set out in the accompanying Open Offer Application Form. If the market claim is to be settled in CREST, the beneficiary of the claim should follow the procedure set out in paragraph 4.2(b) below.

(c) Excess Application Facility

Qualifying Shareholders may apply to acquire Excess Shares using the Excess Application Facility, should they wish. Qualifying Non-CREST Shareholders wishing to apply for Excess Shares may do so by completing Box 5 of the Open Offer Application Form. There is no limit on the amount of New Ordinary Shares that can be applied for by Qualifying Shareholders under the Excess Application Facility, save that the maximum amount of New Ordinary Shares to be allotted under the Excess Application Facility shall be limited by the maximum size of the Initial Issue (as may be increased by the Directors) less New Ordinary Shares issued under the Open Offer pursuant to Qualifying Shareholders’ Open Offer Entitlements that are taken up and any New Ordinary Shares that the Directors determine to issue under the Initial Placing and/or the Offer for Subscription.

The Directors have absolute discretion (after consultation with Numis and the Investment Adviser) to determine the basis of allocation of New Ordinary Shares within and between the Initial Placing, the Offer for Subscription and the Excess Application Facility and



applications under the Initial Placing, the Offer for Subscription and/or the Excess Application Facility may be subject to scaling back. Accordingly, no assurance can be given that the applications of Qualifying Shareholders under the Excess Application Facility will be met in full, or in part or at all.

Excess monies in respect of applications which are not met in full will be returned to the applicant (at the applicant's risk) without interest as soon as practicable thereafter by way of cheque or CREST payment, as appropriate.

(d) Application procedures

Qualifying Non-CREST Shareholders wishing to apply to acquire all or any of the New Ordinary Shares should complete the Open Offer Application Form in accordance with the instructions printed on it. Completed Open Offer Application Forms, together with the appropriate cheques or bankers' drafts, should be posted in the accompanying pre-paid envelope for use within the UK only or returned by post or by hand (during normal business hours only) to Link Group, Corporate Actions, Central Square, 29 Wellington Street, Leeds, LS1 4DL (who will act as Receiving Agent in relation to the Open Offer) so as to be received by the Receiving Agent by no later than 11.00 a.m. on 15 July 2021, after which time Open Offer Application Forms will not be valid. Qualifying Non-CREST Shareholders should note that applications, once made, will be irrevocable (save to the extent permitted under statutory law following the publication of any supplementary prospectus by the Company prior to Initial Admission) and receipt thereof will not be acknowledged. If an Open Offer Application Form is being sent by first-class post in the UK, Qualifying Shareholders are recommended to allow at least four working days for delivery.

All payments must be in pounds sterling and made by cheque or banker's draft made payable to "Link Market Services Ltd re: BSIF – 2021 OPEN OFFER A/C" and crossed "A/C Payee Only". Cheques or bankers' drafts must be drawn on a bank or building society or branch of a bank or building society in the United Kingdom or Channel Islands which is either a settlement member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which has arranged for its cheques and bankers' drafts to be cleared through the facilities provided by any of those companies or committees and must bear the appropriate sort code in the top right hand corner and must be for the full amount payable on application. Third party cheques may not be accepted with the exception of building society cheques or bankers' drafts where the building society or bank has confirmed the name of the account holder by stamping or endorsing the back of the cheque or draft to such effect. The account name should be the same as that shown on the application. Post-dated cheques will not be accepted. Third party cheques (other than building society cheques or bankers' drafts where the building society or bank has confirmed that the relevant Qualifying Shareholder has title to the underlying funds by printing the Qualifying Shareholder's name on the back of the draft and adding the branch stamp) will be subject to the UK Money Laundering Regulations 2017 which will delay Shareholders receiving their New Ordinary Shares (please see paragraph 5 below).

Cheques or bankers' drafts will be presented for payment upon receipt. No interest will be paid on payments. It is a term of the Open Offer that cheques shall be honoured on first presentation and the Company may elect to treat as invalid acceptances in respect of which cheques are not so honoured. All documents, cheques and bankers' drafts sent through the post will be sent at the risk of the sender. Payments via CHAPS, BACS or electronic transfer will not be accepted.

If cheques or bankers' drafts are presented for payment before the conditions of the Initial Issue are fulfilled, the application monies will be kept in a separate non-interest bearing bank account until all conditions are met. If the Open Offer does not become unconditional, no New Ordinary Shares will be issued and all monies will be returned by cheque or banker's draft (as applicable) (at the applicant's sole risk), without payment of interest, to applicants as soon as practicable following the lapse of the Open Offer.

The Company may in its sole discretion, but shall not be obliged to, treat an Open Offer Application Form as valid and binding on the person by whom or on whose behalf it is lodged, even if not completed in accordance with the relevant instructions or not accompanied by a valid power of attorney where required, or if it otherwise does not strictly comply with these Terms and Conditions. The Company further reserves the right (but shall not be obliged) to accept either:

- (i) Open Offer Application Forms received after 11.00 a.m. on 15 July 2021; or
- (ii) applications in respect of which remittances are received before 11.00 a.m. on 15 July 2021 from authorised persons (as defined in FSMA) specifying the New Ordinary Shares applied for and undertaking to lodge the Open Offer Application Form in due course but, in any event, within two Business Days.

All documents and remittances sent by post by or to an applicant (or as the applicant may direct) will be sent at the applicant's own risk.

(e) Effect of application

By completing and delivering an Open Offer Application Form the applicant:

- (i) represents and warrants to the Company and Numis that he has the right, power and authority, and has taken all action necessary, to make the application under the Open Offer and/or the Excess Application Facility, as the case may be, and to execute, deliver and exercise his rights, and perform his obligations under any contracts resulting therefrom and that he is not a person otherwise prevented by legal or regulatory restrictions from applying for New Ordinary Shares and/or Excess Shares or acting on behalf of any such person on a non-discretionary basis;
- (ii) agrees with the Company and Numis that all applications under the Open Offer and the Excess Application Facility and contracts resulting therefrom and any non-contractual obligations arising under or in connection therewith shall be governed by and construed in accordance with the laws of England and Wales;
- (iii) confirms to the Company and Numis that, in making the application he is not relying on any information or representation in relation to the Company and the New Ordinary Shares other than that contained in this document and any supplementary prospectus published by the Company prior to Initial Admission, and the applicant accordingly agrees that no person responsible solely or jointly for this document, any such supplementary prospectus or any part thereof, or involved in the preparation thereof, shall have any liability for any such information or representation not so contained and further agrees that, having had the opportunity to read this document, he will be deemed to have had notice of all information in relation to the Company and the New Ordinary Shares contained in this document;
- (iv) represents and warrants to the Company and Numis that he is the Qualifying Shareholder originally entitled to the Open Offer Entitlement or that he received such Open Offer Entitlement by virtue of a *bona fide* market claim;
- (v) represents and warrants to the Company and Numis that if he has received some or all of his Open Offer Entitlement from a person other than the Company he is entitled to apply under the Open Offer in relation to such Open Offer Entitlements by virtue of a *bona fide* market claim;
- (vi) requests that the New Ordinary Shares to which he will become entitled be issued to him on the terms set out in this document and the Open Offer Application Form, subject to the Company's Memorandum of Incorporation and the Articles;
- (vii) represents and warrants to the Company and Numis that he is not, nor is he applying on behalf of, an Excluded Shareholder or a person who is in the United States or any jurisdiction in which the application for New Ordinary Shares and/or Excess Shares is prevented by law and he is not applying with a view to re-offering, re-selling, transferring or delivering any of the New Ordinary Shares and/or Excess Shares which are the subject of his application in the United States or to any Excluded Shareholder or for the benefit of any person in any jurisdiction in which the application for New Ordinary Shares and/or Excess Shares is prevented by law

(except where proof satisfactory to the Company has been provided to the Company (which may include a US investor letter in a form satisfactory to the Company) that he is able to accept the invitation by the Company free of any requirement which it (in its absolute discretion) regards as unduly burdensome), nor acting on behalf of any such person on a non-discretionary basis nor (a) person(s) otherwise prevented by legal or regulatory restrictions from applying for New Ordinary Shares under the Open Offer or Excess Shares under the Excess Application Facility;

- (viii) represents and warrants to the Company and Numis that he is not, and nor is he applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in section 93 (depository receipts) or section 96 (clearance services) of the Finance Act 1986; and
- (ix) acknowledges that the KID relating to the Ordinary Shares to be issued pursuant to the Open Offer prepared by the Company pursuant to the UK PRIIPs Laws can be provided to him in paper form or by means of a website, but that unless requested in writing otherwise, the lodging of an Open Offer Application Form represents the investor's consent to being provided the KID via the website at <http://www.bluefieldsif.com>;
- (x) acknowledges and agrees that the procedures for calculating the risks, costs and potential returns as set out in the KID relating to the Ordinary Shares are prescribed by the UK PRIIPs Laws and the information contained in the KID may not reflect the expected returns for the Company, and that anticipated performance returns cannot be guaranteed;
- (xi) warrants that, if he is an individual, he is not under the age of 18;
- (xii) agrees that all documents and cheques or bankers' drafts sent by post to, by or on behalf of the Company or the Receiving Agent will be sent at the risk of the person(s) entitled thereto;
- (xiii) confirms that in making the application he is not relying and has not relied on Numis or any person affiliated with Numis in connection with any investigation of the accuracy of any information contained in this document or any supplementary prospectus published by the Company prior to Initial Admission or his investment decision.

All enquiries in connection with the procedure for application and completion of the Open Offer Application Form should be addressed to the Receiving Agent, Link Group, Corporate Actions, Central Square, 29 Wellington Street, Leeds, LS1 4DL or by calling Link on 0371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. to 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

**Qualifying Non-CREST Shareholders who do not want to take up or apply for the New Ordinary Shares under the Open Offer should take no action and should not complete or return the Open Offer Application Form.**

4.2 If you have Open Offer Entitlements and Excess CREST Open Offer Entitlements credited to your stock account in CREST in respect of your entitlement under the Open Offer:

(a) General

Subject as provided in paragraph 6 of these Terms and Conditions in relation to certain Overseas Shareholders, each Qualifying CREST Shareholder will receive a credit to his stock account in CREST of his Open Offer Entitlement equal to the maximum number of New Ordinary Shares for which he is entitled to apply to acquire under the Open Offer (other than the Excess Application Facility). Entitlements to New Ordinary Shares will be rounded down to the nearest whole number and any fractional Open Offer Entitlements

will therefore also be rounded down. Any fractional entitlements to New Ordinary Shares will be disregarded in calculating Open Offer Entitlements and will be aggregated and allocated at the absolute discretion of the Directors (after consultation with Numis and the Investment Adviser) to the Initial Placing, the Offer for Subscription and/or the Excess Application Facility. Any Qualifying CREST Shareholders with fewer than 5 Existing Ordinary Shares will not receive an Open Offer Entitlement but may apply for Excess Shares pursuant to the Excess Application Facility.

The CREST stock account to be credited will be an account under the participant ID and member account ID that apply to the Existing Ordinary Shares held on the Record Date by the Qualifying CREST Shareholder in respect of which the Open Offer Entitlement and Excess CREST Open Offer Entitlement have been allocated.

If for any reason the Open Offer Entitlements and/or Excess CREST Open Offer Entitlements cannot be admitted to CREST by, or the stock accounts of Qualifying CREST Shareholders cannot be credited by 3.00 p.m. on 1 July 2021, or such later time and/or date as the Company may decide, an Open Offer Application Form will be sent to each Qualifying CREST Shareholder in substitution for the Open Offer Entitlement and Excess CREST Open Offer Entitlement which should have been credited to his stock account in CREST. In these circumstances the expected timetable as set out in this document will be adjusted as appropriate and the provisions of this document applicable to Qualifying Non-CREST Shareholders with Open Offer Application Forms will apply to Qualifying CREST Shareholders who receive such Open Offer Application Forms.

Notwithstanding any other provision of this document, the Company reserves the right to send Qualifying CREST Shareholders an Open Offer Application Form instead of crediting the relevant stock account with Open Offer Entitlements and Excess CREST Open Offer Entitlements, and to issue any New Ordinary Shares in certificated form. In normal circumstances, this right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST (or of any part of CREST).

CREST members who wish to apply to acquire some or all of their entitlements to New Ordinary Shares should refer to the CREST Manual for further information on the CREST procedures referred to below. Should you need advice with regard to these procedures, please contact Link on 0371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. to 5.30 p.m., Monday to Friday (excluding public holidays) in England and Wales. Please note that Link cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

If you are a CREST sponsored member you should consult your CREST sponsor if you wish to apply for New Ordinary Shares as only your CREST sponsor will be able to take the necessary action to make this application in CREST.

(b) Market claims

Each of the Open Offer Entitlements and the Excess CREST Open Offer Entitlements will constitute a separate security for the purposes of CREST. Although Open Offer Entitlements and the Excess CREST Open Offer Entitlements will be admitted to CREST and be enabled for settlement, applications in respect of Open Offer Entitlements and the Excess CREST Open Offer Entitlements may only be made by the Qualifying Shareholder originally entitled or by a person entitled by virtue of a *bona fide* market claim transaction. Transactions identified by the CREST Claims Processing Unit as “cum” the Open Offer Entitlement and the Excess CREST Open Offer Entitlements will generate an appropriate market claim transaction and the relevant Open Offer Entitlement(s) and Excess CREST Open Offer Entitlement(s) will thereafter be transferred accordingly.

(c) Excess Application Facility

Qualifying Shareholders may apply to acquire Excess Shares using the Excess Application Facility, should they wish. The Excess Application Facility enables Qualifying CREST Shareholders to apply for Excess Shares in excess of their Open Offer Entitlement.

An Excess CREST Open Offer Entitlement may not be sold or otherwise transferred. Subject as provided in paragraph 6 of these Terms and Conditions in relation to Overseas Shareholders, the CREST accounts of Qualifying CREST Shareholders will be credited with an Excess CREST Open Offer Entitlement of 81,399,924 million Excess Shares (due to CREST limits on size) in order for any applications for Excess Shares to be settled through CREST. If a Qualifying Shareholder wishes to apply for more Excess Shares, such Qualifying CREST Shareholder should contact Link to arrange for a further credit up to the maximum amount of New Ordinary Shares to be issued under the Excess Application Facility.

Qualifying CREST Shareholders should note that, although the Open Offer Entitlements and the Excess CREST Open Offer Entitlements will be admitted to CREST, they will have limited settlement capabilities (for the purposes of *bona fide* market claims only). Neither the Open Offer Entitlements nor the Excess CREST Open Offer Entitlements will be tradable or listed and applications in respect of the Open Offer may only be made by the Qualifying Shareholders originally entitled or by a person entitled by virtue of a *bona fide* market claim.

To apply for Excess Shares pursuant to the Excess Application Facility, Qualifying CREST Shareholders should follow the instructions in paragraph 4.2(f) below and must not return a paper application form and cheque.

Should a transaction be identified by the CREST Claims Processing Unit as “cum” the Open Offer Entitlement and the relevant Open Offer Entitlement be transferred, Excess Entitlements will not be subject to Euroclear’s market claims process. Eligible Shareholders holding all their Existing Ordinary Shares in CREST claiming Excess Entitlements by virtue of a *bona fide* market claim are advised to contact the Receiving Agent to request a credit of the appropriate number of entitlements to their CREST account. Please note that a separate USE Instruction must be sent in respect of any application under the Excess CREST Open Offer Entitlement.

Qualifying Shareholders may apply to acquire Excess Shares using the Excess Application Facility, should they wish. There is no limit on the amount of New Ordinary Shares that can be applied for by Qualifying Shareholders under the Excess Application Facility, save that the maximum amount of New Ordinary Shares to be allotted under the Excess Application Facility shall be limited by the maximum size of the Initial Issue (as may be increased by the Directors) less New Ordinary Shares issued under the Open Offer pursuant to Qualifying Shareholders’ Open Offer Entitlements that are taken up and any New Ordinary Shares that the Directors determine to issue under the Initial Placing and/or the Offer for Subscription.

The Directors have absolute discretion (after consultation with Numis and the Investment Adviser) to determine the basis of allocation of New Ordinary Shares within and between the Initial Placing, the Offer for Subscription and the Excess Application Facility and applications under the Initial Placing, the Offer for Subscription and/or the Excess Application Facility may be subject to scaling back. Accordingly, no assurance can be given that the applications by Qualifying Shareholders under the Excess Application Facility will be met in full, or in part or at all.

Excess monies in respect of applications which are not met in full will be returned to the applicant (at the applicant’s risk) without interest as soon as practicable thereafter by way of cheque or CREST payment, as appropriate.

All enquiries in connection with the procedure for application of Excess CREST Open Offer Entitlements should be made to Link on 0371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. to 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.



(d) USE instructions

Qualifying CREST Shareholders who are CREST members and who want to apply for New Ordinary Shares in respect of all or some of their Open Offer Entitlements and/or Excess CREST Open Offer Entitlements in CREST must send (or, if they are CREST sponsored members, procure that their CREST sponsor sends) a USE Instruction to Euroclear which, on its settlement, will have the following effect:

- (i) the crediting of a stock account of the Receiving Agent under the participant ID and member account ID specified below, with a number of Open Offer Entitlements and Excess CREST Open Offer Entitlements corresponding to the number of New Ordinary Shares applied for; and
- (ii) the creation of a CREST payment, in accordance with the CREST payment arrangements in favour of the payment bank of the Receiving Agent in respect of the amount specified in the USE Instruction which must be the full amount payable on application for the number of New Ordinary Shares referred to in (i) above.

(e) Content of USE Instruction in respect of Open Offer Entitlements

The USE Instruction must be properly authenticated in accordance with Euroclear's specifications and must contain, in addition to the other information that is required for settlement in CREST, the following details:

- (i) the number of New Ordinary Shares for which application is being made (and hence the number of the Open Offer Entitlement(s) being delivered to the Receiving Agent);
- (ii) the ISIN of the New Ordinary Shares applied for under the Qualifying Shareholder's basic entitlement under the Open Offer Entitlement. This is GG00BM9H9Z34;
- (iii) the CREST participant ID of the accepting CREST member;
- (iv) the CREST member account ID of the accepting CREST member from which the Open Offer Entitlements are to be debited;
- (v) the participant ID of the Receiving Agent in its capacity as a CREST receiving agent. This is 7RA33;
- (vi) the member account ID of the Receiving Agent in its capacity as a CREST receiving agent. This is 21250BLU;
- (vii) the amount payable by means of a CREST payment on settlement of the USE Instruction. This must be the full amount payable on application for the number of New Ordinary Shares referred to in (e)(i) above;
- (viii) the intended settlement date. This must be on or before 11.00 a.m. on 15 July 2021; and
- (ix) the Corporate Action Number for the Open Offer. This will be available by viewing the relevant corporate action details in CREST.

In order for an application under the Open Offer to be valid, the USE Instruction must comply with the requirements as to authentication and contents set out above and must settle on or before 11.00 a.m. on 15 July 2021. In order to assist prompt settlement of the USE Instruction, CREST members (or their sponsors, where applicable) may consider adding the following non-mandatory fields to the USE Instruction:

- (x) a contact name and telephone number (in the free format shared note field); and
- (xi) a priority of at least 80.

CREST members and, in the case of CREST sponsored members, their CREST sponsors, should note that the last time at which a USE Instruction may settle on 20 July 2021 in order to be valid is 11.00 a.m. on that day. If the Initial Issue does not become unconditional by 8.00 a.m. on 23 July 2021 or such later time and date as the Company, the Investment Adviser and Numis determine (being no later than 31 July 2021), the



Initial Issue will lapse, the Open Offer Entitlements admitted to CREST will be disabled and the Receiving Agent will refund the amount paid by a Qualifying CREST Shareholder by way of a CREST payment, without interest, as soon as practicable thereafter.

(f) Content of USE instruction in respect of Excess CREST Open Offer Entitlements

The USE Instruction must be properly authenticated in accordance with Euroclear's specifications and must contain, in addition to the other information that is required for settlement in CREST, the following details:

- (i) the number of Excess Shares for which the application is being made (and hence the number of the Excess CREST Open Offer Entitlement(s) being delivered to the Receiving Agent);
- (ii) the ISIN of the Excess CREST Open Offer Entitlement. This is GG00BM9HB023;
- (iii) the CREST participant ID of the accepting CREST member;
- (iv) the CREST member account ID of the accepting CREST member from which the Excess CREST Open Offer Entitlements are to be debited;
- (v) the participant ID of the Receiving Agent in its capacity as Receiving Agent. This is 7RA33;
- (vi) the member account ID of the Receiving Agent in its capacity as Receiving Agent. This is 21250BLU;
- (vii) the amount payable by means of a CREST payment on settlement of the USE instruction. This must be the full amount payable on application for the number of Excess Shares referred to in (f)(i) above;
- (viii) the intended settlement date. This must be on or before 11.00 a.m. on 20 July 2021; and
- (ix) the Corporate Action Number for the Open Offer. This will be available by viewing the relevant corporate action details in CREST.

In order for the application in respect of an Excess CREST Open Offer Entitlement under the Excess Application Facility to be valid, the USE instruction must comply with the requirements as to authentication and contents set out above and must settle on or before 11.00 a.m. on 20 July 2021.

In order to assist prompt settlement of the USE instruction, CREST members (or their sponsors, where applicable) may consider adding the following non-mandatory fields to the USE instruction:

- (x) a contact name and telephone number (in the free format shared note field); and
- (xi) a priority of at least 80.

CREST members and, in the case of CREST sponsored members, their CREST sponsors, should note that the last time at which a USE instruction may settle on 20 July 2021 in order to be valid is 11.00 a.m. on that day. Please note that automated CREST generated claims and buyer protection will not be offered on the Excess CREST Open Offer Entitlement security.

In the event that the Initial Issue does not become unconditional by 8.00 a.m. on 23 July 2021 or such later time and date as the Directors and Numis determine (being no later than 31 July 2021), the Initial Issue will lapse, the Open Offer Entitlements and Excess CREST Open Offer Entitlements admitted to CREST will be disabled and the Receiving Agent will refund the amount paid by a Qualifying CREST Shareholder by way of a CREST payment, without interest, as soon as practicable thereafter.

(g) Deposit of Open Offer Entitlements into, and withdrawal from, CREST

A Qualifying Non-CREST Shareholder's entitlement under the Open Offer as shown by the number of Open Offer Entitlements set out in his Open Offer Application Form may be deposited into CREST (either into the account of the Qualifying Shareholder named in the Open Offer Application Form or into the name of a person entitled thereto by virtue

of a *bona fide* market claim). Similarly, Open Offer Entitlements and Excess CREST Open Offer Entitlements held in CREST may be withdrawn from CREST so that the entitlement under the Open Offer is reflected in an Open Offer Application Form. Normal CREST procedures (including timings) apply in relation to any such deposit or withdrawal, subject (in the case of a deposit into CREST) as set out in the Open Offer Application Form.

A holder of an Open Offer Application Form who is proposing to deposit the entitlement set out in such form into CREST is recommended to ensure that the deposit procedures are implemented in sufficient time to enable the person holding or acquiring the Open Offer Entitlement and the entitlement to apply under the Excess Application Facility following their deposit into CREST to take all necessary steps in connection with taking up the entitlement prior to 11.00 a.m. on 20 July 2021. After depositing their Open Offer Entitlement into their CREST account, CREST holders will, shortly after that, receive a credit for their Excess CREST Open Offer Entitlement, which will be managed by the Receiving Agent.

In particular, having regard to normal processing times in CREST and on the part of the Registrar, the recommended latest time for depositing an Open Offer Application Form with the CREST Courier and Sorting Service, where the person entitled wishes to hold the entitlement under the Open Offer set out in such Open Offer Application Form as an Open Offer Entitlement or Excess CREST Open Offer Entitlements in CREST, is 3.00 p.m. on 12 July 2021 and the recommended latest time for receipt by Euroclear of a dematerialised instruction requesting withdrawal of Open Offer Entitlements or Excess CREST Open Offer Entitlements from CREST is 4:30 p.m. on 9 July 2021 in either case so as to enable the person acquiring or (as appropriate) holding the Open Offer Entitlements or Excess CREST Open Offer Entitlements following the deposit or withdrawal (whether as shown in an Open Offer Application Form or held in CREST) to take all necessary steps in connection with applying in respect of the Open Offer Entitlements or Excess CREST Open Offer Entitlements prior to 11.00 a.m. on 20 July 2021. CREST holders inputting the withdrawal of their Open Offer Entitlement from their CREST account must ensure that they withdraw both their Open Offer Entitlement and the Excess CREST Open Offer Entitlement.

Delivery of an Open Offer Application Form with the CREST deposit form duly completed whether in respect of a deposit into the account of the Qualifying Shareholder named in the Open Offer Application Form or into the name of another person in respect of a *bona fide* market claim, shall constitute a representation and warranty to the Company and the Registrar by the relevant CREST member(s) that it/they is/are not in breach of the provisions of the notes under the paragraph headed "Instructions for depositing entitlements under the Open Offer into CREST" on page 3 of the Open Offer Application Form, and a declaration to the Company and the Receiving Agent from the relevant CREST member(s) that it/they is/are not in the United States or an Excluded Shareholder or a person in any jurisdiction in which the application for New Ordinary Shares or Excess Shares is prevented by law and, where such deposit is made by a beneficiary of a market claim, a representation and warranty that the relevant CREST member(s) is/are entitled to apply under the Open Offer and the Excess Application Facility by virtue of a *bona fide* market claim.

(h) Validity of application

A USE Instruction complying with the requirements as to authentication and contents set out above which settles by no later than 11.00 a.m. on 15 July 2021 will constitute a valid and irrevocable (subject to statutory rights of withdrawal) application under the Open Offer.

(i) CREST procedures and timings

CREST members and (where applicable) their CREST sponsors should note that Euroclear does not make available special procedures in CREST for any particular corporate action. Normal system timings and limitations will therefore apply in relation to the input of a USE Instruction and its settlement in connection with the Open Offer and the Excess Application Facility. It is the responsibility of the CREST member concerned

to take (or, if the CREST member is a CREST sponsored member, to procure that his CREST sponsor takes) such action as shall be necessary to ensure that a valid application is made as stated above by 11.00 a.m. on 15 July 2021. In connection with this CREST members and (where applicable) their CREST sponsors are referred in particular to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

(j) Incorrect or incomplete applications

If a USE Instruction includes a CREST payment for an incorrect sum, the Company, through the Receiving Agent, reserves the right:

- (i) to reject the application in full and refund the payment to the CREST member in question (without interest);
- (ii) in the case that an insufficient sum is paid, to treat the application as a valid application for such lesser whole number of New Ordinary Shares and/or Excess Shares as would be able to be applied for with that payment at the Initial Issue Price, refunding any unutilised sum to the CREST member in question (without interest); and
- (iii) in the case that an excess sum is paid, to treat the application as a valid application for all the New Ordinary Shares and/or Excess Shares referred to in the USE Instruction, refunding any unutilised sum to the CREST member in question (without interest).

(k) Effect of valid application

A CREST member who makes or is treated as making a valid application in accordance with the above procedures thereby:

- (i) represents and warrants to the Company and Numis that he has the right, power and authority, and has taken all action necessary, to make the application under the Open Offer or the Excess Application Facility, as the case may be, and to execute, deliver and exercise his rights, and perform his obligations, under any contracts resulting therefrom and that he is not a person otherwise prevented by legal or regulatory restrictions from applying for New Ordinary Shares and/or Excess Shares or acting on behalf of any such person on a non-discretionary basis;
- (ii) agrees to pay the amount payable on application in accordance with the above procedures by means of a CREST payment in accordance with the CREST payment arrangements (it being acknowledged that the payment to the Receiving Agent's payment bank in accordance with the CREST payment arrangements shall, to the extent of the payment, discharge in full the obligation of the CREST member to pay to the Company the amount payable on application);
- (iii) agrees with the Company and Numis that all applications and contracts resulting therefrom under the Open Offer and the Excess Application Facility and any non-contractual obligations arising under or in connection therewith shall be governed by, and construed in accordance with, the laws of England and Wales;
- (iv) confirms to the Company and Numis that in making the application he is not relying on any information or representation in relation to the Company and the New Ordinary Shares other than that contained in this document and any supplementary prospectus published by the Company prior to Initial Admission, and the applicant accordingly agrees that no person responsible solely or jointly for this document, any such supplementary prospectus or any part thereof, or involved in the preparation thereof, shall have any liability for any such information or representation not so contained and further agrees that, having had the opportunity to read this document, he will be deemed to have had notice of all the information in relation to the Company and the New Ordinary Shares contained in this document;
- (v) represents and warrants to the Company and Numis that he is the Qualifying Shareholder originally entitled to the Open Offer Entitlement and Excess CREST Open Offer Entitlement or that he has received such Open Offer Entitlement and Excess CREST Open Offer Entitlement by virtue of a *bona fide* market claim;

- (vi) represents and warrants to the Company and Numis that if he has received some or all of his Open Offer Entitlement and Excess CREST Open Offer Entitlement from a person other than the Company, he is entitled to apply under the Open Offer and the Excess Application Facility in relation to such Open Offer Entitlement and Excess CREST Open Offer Entitlements by virtue of a *bona fide* market claim.
  - (vii) subject to certain limited exceptions, requests that the New Ordinary Shares to which he will become entitled be issued to him on the terms set out in this document, subject to the Company's Memorandum of Incorporation and Articles;
  - (viii) represents and warrants to the Company and Numis that he is not, nor is he applying on behalf of any Shareholder who is in the United States or is an Excluded Shareholder or a person in any jurisdiction in which the application for New Ordinary Shares and/or Excess Shares is prevented by law and he is not applying with a view to re-offering, re-selling, transferring or delivering any of the New Ordinary Shares or Excess Shares which are the subject of his application in the United States or to, or for the benefit of, a Shareholder who is a citizen or resident or which is a corporation, partnership or other entity created or organised in or under any laws of any other Excluded Territory or any jurisdiction in which the application for New Ordinary Shares and/or Excess Shares is prevented by law (except where proof satisfactory to the Company has been provided to the Company (which may include a US investor letter in a form satisfactory to the Company) that he is able to accept the invitation by the Company free of any requirement which it (in its absolute discretion) regards as unduly burdensome), nor acting on behalf of any such person on a non-discretionary basis nor (a) person(s) otherwise prevented by legal or regulatory restrictions from applying for New Ordinary Shares under the Open Offer or Excess Shares under the Excess Application Facility;
  - (ix) represents and warrants to the Company and Numis that he is not, and nor is he applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in section 93 (depository receipts) or section 96 (clearance services) of the Finance Act 1986;
  - (x) confirms that he has reviewed the restrictions contained in these Terms and Conditions;
  - (xi) warrants that, if he is an individual, he is not under the age of 18; and
  - (xii) confirms that in making the application he is not relying and has not relied on Numis or any person affiliated with Numis in connection with any investigation of the accuracy of any information contained in this document or his investment decision.
- (l) Company's discretion as to the rejection and validity of applications.
- The Company may in its sole discretion:
- (i) treat as valid (and binding on the CREST member concerned) an application which does not comply in all respects with the requirements as to validity set out or referred to in these Terms and Conditions;
  - (ii) accept an alternative properly authenticated dematerialised instruction from a CREST member or (where applicable) a CREST sponsor as constituting a valid application in substitution for or in addition to a USE Instruction and subject to such further terms and conditions as the Company may determine;
  - (iii) treat a properly authenticated dematerialised instruction (in this sub-paragraph the "**first instruction**") as not constituting a valid application if, at the time at which the Receiving Agent receives a properly authenticated dematerialised instruction giving details of the first instruction or thereafter, either the Company or the Receiving Agent has received actual notice from Euroclear of any of the matters specified in Regulation 35(5)(a) of the CREST Regulations in relation to the first instruction. These matters include notice that any information contained in the first instruction was incorrect or notice of lack of authority to send the first instruction; and

- (iv) accept an alternative instruction or notification from a CREST member or CREST sponsored member or (where applicable) a CREST sponsor, or extend the time for settlement of a USE Instruction or any alternative instruction or notification, in the event that, for reasons or due to circumstances outside the control of any CREST member or CREST sponsored member or (where applicable) CREST sponsor, the CREST member or CREST sponsored member is unable validly to apply for New Ordinary Shares and/or Excess Shares by means of the above procedures. In normal circumstances, this discretion is only likely to be exercised in the event of any interruption, failure or breakdown of CREST (or any part of CREST) or on the part of the facilities and/or systems operated by the Receiving Agent in connection with CREST.

(m) Lapse of the Open Offer

In the event that the Initial Issue does not become unconditional by 8.00 a.m. on 23 July 2021 or such later time and date as the Company, the Investment Adviser and Numis may agree, the Open Offer will lapse, the Open Offer Entitlements admitted to CREST will be disabled and the Receiving Agent will refund the amount paid by a Qualifying CREST Shareholder by way of a CREST payment, without interest, as soon as practicable thereafter.

## 5 Anti-money laundering regulations

### 5.1 Holders of Open Offer Application Forms

To ensure compliance with the UK Money Laundering Regulations 2017, the Receiving Agent may require, at its absolute discretion, verification of the identity of the person by whom or on whose behalf the Open Offer Application Form is lodged with payment (which requirements are referred to below as the “**verification of identity requirements**”).

The person lodging the Open Offer Application Form with payment and in accordance with the other terms as described above (the “**acceptor**”), including any person who appears to the Receiving Agent to be acting on behalf of some other person, accepts the Open Offer in respect of such number of New Ordinary Shares and/or Excess Shares as is referred to therein (for the purposes of this paragraph 5 the “**relevant New Ordinary Shares**”) shall thereby be deemed to agree to provide the Receiving Agent with such information and other evidence as the Receiving Agent may require to satisfy the verification of identity requirements.

If the Receiving Agent determines that the verification of identity requirements apply to any acceptor or application, the relevant New Ordinary Shares (notwithstanding any other term of the Open Offer and the Excess Application Facility) will not be issued to the relevant acceptor unless and until the verification of identity requirements have been satisfied in respect of that acceptor or application. The Receiving Agent is entitled, in its absolute discretion, to determine whether the verification of identity requirements apply to any acceptor or application and whether such requirements have been satisfied, and neither the Receiving Agent nor the Company will be liable to any person for any loss or damage suffered or incurred (or alleged), directly or indirectly, as a result of the exercise of such discretion.

If the verification of identity requirements apply, failure to provide the necessary evidence of identity within a reasonable time may result in delays in the despatch of share certificates or in crediting CREST accounts. If, within a reasonable time following a request for verification of identity, the Receiving Agent has not received evidence satisfactory to it as aforesaid, the Company may, in its absolute discretion, treat the relevant application as invalid, in which event the monies payable on acceptance of the Open Offer or under the Excess Application Facility will be returned (at the acceptor’s risk) without interest to the account of the bank or building society on which the relevant cheque or banker’s draft was drawn.

Submission of an Open Offer Application Form with the appropriate remittance will constitute a warranty to each of the Company, the Registrar, the Receiving Agent and Numis from the applicant that the UK Money Laundering Regulations 2017 and the Guernsey AML Regulations will not be breached by application of such remittance. In respect of the UK Money Laundering Regulations, the verification of identity requirements will not usually apply:



- (i) if the applicant (not being an applicant who delivers his application in person) makes payment by way of a cheque drawn on an account in the applicant's name; or
- (ii) if the aggregate subscription price for the New Ordinary Shares is less than the Sterling equivalent of €15,000 (approximately £12,862).

In other cases the verification of identity requirements may apply. Satisfaction of these requirements may be facilitated as follows: if payment is made by cheque or banker's draft in Sterling drawn on a branch in the United Kingdom of a bank or building society which bears a UK bank sort code number in the top right hand corner the following applies. Cheques, should be made payable to "Link Market Services Ltd re: BSIF – 2021 OPEN OFFER A/C" in respect of an application by a Qualifying Shareholder and crossed "A/C Payee Only". Third party cheques may not be accepted with the exception of building society cheques or bankers' drafts where the building society or bank has confirmed the name of the account holder by stamping or endorsing the back of the cheque/ banker's draft to such effect. The account name should be the same as that shown on the Open Offer Application Form.

To confirm the acceptability of any written assurance referred to in (b) above, or in any other case, the acceptor should contact Link on 0371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. to 5.30 p.m., Monday to Friday (excluding public holidays) in England and Wales. Please note that Link cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

If the Open Offer Application Form(s) is/are in respect of the relevant New Ordinary Shares with an aggregate subscription price of the Sterling equivalent of €15,000 (approximately £12,862) or more and is/are lodged by hand by the acceptor in person, or if the Open Offer Application Form(s) in respect of the relevant New Ordinary Shares is/are lodged by hand by the acceptor and the accompanying payment is not the acceptor's own cheque, he or she should ensure that he or she has with him or her evidence of identity bearing his or her photograph (for example, his or her passport) and separate evidence of his or her address.

If, within a reasonable period of time following a request for verification of identity, and in any case by no later than 11.00 a.m. on 15 July 2021, the Receiving Agent has not received evidence satisfactory to it as aforesaid, the Receiving Agent may, at its discretion, as agent of the Company, reject the relevant application, in which event the monies submitted in respect of that application will be returned without interest by cheque or to the account at the drawee bank from which such monies were originally debited (without prejudice to the rights of the Company to undertake proceedings to recover monies in respect of the loss suffered by it as a result of the failure to produce satisfactory evidence as aforesaid).

## 5.2 Open Offer Entitlements and Excess CREST Open Offer Entitlements in CREST

If you hold your Open Offer Entitlement and Excess CREST Open Offer Entitlements in CREST and apply for New Ordinary Shares in respect of all or some of your Open Offer Entitlement and Excess CREST Open Offer Entitlements as agent for one or more persons and you are not a UK or EU regulated person or institution (e.g. a UK financial institution), then, irrespective of the value of the application, the Receiving Agent is obliged to take reasonable measures to establish the identity of the person or persons on whose behalf you are making the application. You must therefore contact the Receiving Agent before sending any USE or other instruction so that appropriate measures may be taken.

Submission of a USE Instruction (which on its settlement constitutes a valid application as described above) constitutes a warranty and undertaking by the applicant to provide promptly to the Receiving Agent such information as may be specified by the Receiving Agent as being required for the purposes of the UK Money Laundering Regulations 2017. Pending the provision of evidence satisfactory to the Receiving Agent as to identity, the Receiving Agent may in its absolute discretion take, or omit to take, such action as it may determine to prevent or delay issue of the relevant New Ordinary Shares concerned. If satisfactory evidence of identity has not been provided within a reasonable time, then the application for the relevant New Ordinary Shares represented by the USE Instruction will not be valid. This is without prejudice to the right of the Company to take proceedings to recover any loss suffered by it as a result of failure to provide satisfactory evidence.



## 6 Overseas Shareholders

This document has been approved by the FCA, being the competent authority in the United Kingdom.

Accordingly, the making of the Open Offer and the Excess Application Facility to persons resident in, or who are citizens of, or who have a registered address in, countries other than the United Kingdom may be affected by the law or regulatory requirements of the relevant jurisdiction.

The comments set out in this paragraph 6 are intended as a general guide only and any Overseas Shareholders who are in any doubt as to their position should consult their professional advisers without delay.

### 6.1 General

The distribution of this document and the making of the Open Offer and the Excess Application Facility to persons who have registered addresses in, or who are resident or ordinarily resident in, or citizens of, or which are corporations, partnerships or other entities created or organised under the laws of countries other than the United Kingdom or to persons who are nominees of or agents, custodians, trustees or guardians for citizens, residents in or nationals of, countries other than the United Kingdom may be affected by the laws or regulatory requirements of the relevant jurisdictions. Those persons should consult their professional advisers as to whether they require any governmental or other consents or need to observe any applicable legal requirement or other formalities to enable them to apply for New Ordinary Shares under the Open Offer or Excess Shares under the Excess Application Facility.

No action has been or will be taken by the Company, Numis, or any other person, to permit a public offering of the New Ordinary Shares in any jurisdiction where action for that purpose may be required, other than in the United Kingdom.

Save as set out below, as at the date of this document, the Company has not sought any approval to offer New Ordinary Shares or Excess Shares to professional investors in any EEA state other than the Republic of Ireland, the Netherlands and Luxembourg. Accordingly, the Open Offer (including the Excess Application Facility) is not being made to Shareholders in other EEA states.

Receipt of this document and/or an Open Offer Application Form and/or a credit of Open Offer Entitlements or Excess CREST Open Offer Entitlements to a stock account in CREST will not constitute an invitation or offer of securities for subscription, sale or purchase in those jurisdictions in which it would be illegal to make such an invitation or offer and, in those circumstances, this document and/or the Open Offer Application Form must be treated as sent for information only and should not be copied or redistributed. Open Offer Application Forms will not be sent to, and Open Offer Entitlements and Excess CREST Open Offer Entitlements will not be credited to stock accounts in CREST of, Excluded Shareholders or persons with registered addresses in the United States or their agents or any intermediaries acting on their behalf, except where the Company is satisfied that such action would not result in the contravention of any registration or other legal requirement in any jurisdiction.

No person receiving a copy of this document and/or an Open Offer Application Form in any territory other than the United Kingdom and/or a credit of Open Offer Entitlements or Excess CREST Open Offer Entitlements to a stock account in CREST in any territory other than the United Kingdom may treat the same as constituting an invitation or offer to him or her, nor should he or she in any event use any such Open Offer Application Form and/or credit of Open Offer Entitlements or Excess CREST Open Offer Entitlements to a stock account in CREST unless, in the relevant territory in which the Open Offer Application Form is received or in which the person is resident or located, such an invitation or offer could lawfully be made to him or her and such Open Offer Application Form and/or credit of Open Offer Entitlements or Excess CREST Open Offer Entitlements to a stock account in CREST could lawfully be used, and any transaction resulting from such use could be effected, without contravention of any registration or other legal or regulatory requirements. In circumstances where an invitation or offer would contravene any registration or other legal or regulatory requirements, this document and/or the Open Offer Application Form must be treated as sent for information only and

should not be copied or redistributed. It is the responsibility of any person (including, without limitation, custodians, agents, nominees and trustees) outside the United Kingdom wishing to apply for New Ordinary Shares under the Open Offer or the Excess Shares under the Excess Application Facility to satisfy himself or herself as to the full observance of the laws of any relevant territory in connection therewith, including obtaining any governmental or other consents that may be required, observing any other formalities required to be observed in such territory and paying any issue, transfer or other taxes due in such territory.

None of the Company, Numis, nor any of their respective representatives, is making any representation to any offeree or purchaser of the New Ordinary Shares or Excess Shares regarding the legality of an investment in the New Ordinary Shares or Excess Shares by such offeree or purchaser under the laws applicable to such offeree or purchaser.

Persons (including, without limitation, custodians, agents, nominees and trustees) receiving a copy of this document and/or an Open Offer Application Form and/or a credit of Open Offer Entitlements or Excess CREST Open Offer Entitlements to a stock account in CREST, in connection with the Open Offer, the Excess Application Facility or otherwise, should not distribute or send either of those documents nor transfer Open Offer Entitlements or Excess CREST Open Offer Entitlements in or into any jurisdiction where to do so would or might contravene local securities laws or regulations. If a copy of this document and/or an Open Offer Application Form and/or a credit of Open Offer Entitlements or Excess CREST Open Offer Entitlements to a stock account in CREST is received by any person in any such territory, or by his or her custodian, agent, nominee or trustee, he or she must not seek to apply for New Ordinary Shares in respect of the Open Offer or the Excess Shares under the Excess Application Facility unless the Company and Numis determine that such action would not violate applicable legal or regulatory requirements. Any person (including, without limitation, custodians, agents, nominees and trustees) who does forward a copy of this document and/or an Open Offer Application Form and/or transfers Open Offer Entitlements or Excess CREST Open Offer Entitlements into any such territory, whether pursuant to a contractual or legal obligation or otherwise, should draw the attention of the recipient to the contents of these Terms and Conditions and specifically the contents of this paragraph 6.

Subject to paragraphs 6.2 to 6.6 below, any person (including, without limitation, custodians, agents, nominees and trustees) outside of the United Kingdom wishing to apply for New Ordinary Shares in respect of the Open Offer or the Excess Shares under the Excess Application Facility must satisfy himself or herself as to the full observance of the applicable laws of any relevant territory, including obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in such territories.

The Company reserves the right to treat as invalid any application or purported application for New Ordinary Shares and/or Excess Shares that appears to the Company or its agents to have been executed, effected or despatched from the United States or any other Excluded Territory or in a manner that may involve a breach of the laws or regulations of any jurisdiction or if the Company or its agents believe that the same may violate applicable legal or regulatory requirements or if it provides an address for delivery of the share certificates of New Ordinary Shares and/or Excess Shares or in the case of a credit of Open Offer Entitlements or Excess CREST Open Offer Entitlements to a stock account in CREST, to a CREST member whose registered address would be, in the United States or who is an Excluded Shareholder or in any other jurisdiction outside the United Kingdom in which it would be unlawful to deliver such share certificates or make such a credit.

The attention of Overseas Shareholders is drawn to paragraphs 6.2 to 6.6 below.

Notwithstanding any other provision of this document or the relevant Open Offer Application Form, the Company reserves the right to permit any person to apply for New Ordinary Shares in respect of the Open Offer and/or the Excess Shares under the Excess Application Facility if the Company, in its sole and absolute discretion, is satisfied that the transaction in question is exempt from, or not subject to, the legislation or regulations giving rise to the restrictions in question.

Overseas Shareholders who wish, and are permitted, to apply for New Ordinary Shares and/or Excess Shares should note that payment must be made in Sterling denominated cheques or bankers' drafts or where such Overseas Shareholder is a Qualifying CREST Shareholder, through CREST.

Due to restrictions under the securities laws of the United States and the other Excluded Territories, Shareholders in the United States or who have registered addresses in, or who are U.S Persons (within the meaning of Regulation S of the Securities Act) or who are resident or ordinarily resident in, or citizens of (as applicable), any other Excluded Territory will not qualify to participate in the Open Offer or the Excess Application Facility and will not be sent an Open Offer Application Form nor will their stock accounts in CREST be credited with Open Offer Entitlements or Excess CREST Open Offer Entitlements.

The New Ordinary Shares and Excess Shares have not been and will not be registered under the relevant laws of the United States or any other Excluded Territory or any state, province or territory thereof and may not be offered, sold, resold, delivered or distributed, directly or indirectly, in or into the United States or any other Excluded Territory or to, or for the account or benefit of, any US Person or any person with a registered address in, or who is resident or ordinarily resident in, or a citizen of, any Excluded Territory except pursuant to an applicable exemption.

No public offer of New Ordinary Shares or the Excess Shares is being made by virtue of this document or the Open Offer Application Forms into the United States or any other Excluded Territory.

Receipt of this document and/or an Open Offer Application Form and/or a credit of an Open Offer Entitlement or Excess CREST Open Offer Entitlements to a stock account in CREST will not constitute an invitation or offer of securities for subscription, sale or purchase in those jurisdictions in which it would be illegal to make such an invitation or offer and, in those circumstances, this document and/ or the Open Offer Application Form must be treated as sent for information only and should not be copied or redistributed.

## 6.2 The United States

None of the New Ordinary Shares, the Excess Shares, the Open Offer Entitlements nor the Excess CREST Open Offer Entitlements have been or will be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. The Company has not been and will not be registered as an "investment company" under the US Investment Company Act, and investors will not be entitled to the benefits of the US Investment Company Act. Accordingly, the New Ordinary Shares, the Excess Shares, the Open Offer Entitlements and the Excess CREST Open Offer Entitlements may not be offered, sold, taken up, exercised, resold, renounced, distributed, delivered, pledged or otherwise transferred directly or indirectly, in or into the United States or to US Persons (within the meaning of Regulation S of the US Securities Act), except pursuant to an applicable exemption from the registration requirements of the US Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States. There will be no public offer of the New Ordinary Shares, the Excess Shares or Existing Ordinary Shares in the United States.

Accordingly, subject to limited exceptions, the Open Offer (including the Excess Application Facility) is not being made in the United States or to US Persons and none of this document, the Open Offer Application Form nor the crediting of Open Offer Entitlements or Excess CREST Open Offer Entitlements to a stock account in CREST constitutes or will constitute an offer, or an invitation to apply for, or an offer or invitation to acquire any New Ordinary Shares or Excess Shares in the United States. This document will not be sent to any Shareholder with a registered address or who is otherwise located in the United States.

Unless otherwise expressly agreed by the Company, any person who acquires New Ordinary Shares and/or Excess Shares will be deemed to have declared, warranted and agreed, by accepting delivery of this document and/or the Open Offer Application Form or by applying for New Ordinary Shares in respect of Open Offer Entitlements or Excess Shares in respect of the Excess CREST Open Offer Entitlements credited to a stock account in CREST and delivery of the New Ordinary Shares or Excess Shares, that (1) they are not, and that at the time of acquiring the New Ordinary Shares or Excess Shares they will not be, in the United

States or applying for New Ordinary Shares or Excess Shares on behalf of, or for the account of, persons in the United States unless (a) the instruction to apply was received from a person outside the United States and (b) the person giving such instruction has confirmed that (i) it has authority to give such instruction and (ii) either (A) has investment discretion over such account or (B) is an investment manager or investment company that is acquiring the New Ordinary Shares in an “offshore transaction” within the meaning of Regulation S, and (2) they are not applying for the New Ordinary Shares or the Excess Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any New Ordinary Shares or Excess Shares into the United States; and (3) they are not a US Person or acquiring the New Ordinary Shares on behalf of a US Person.

The Company reserves the right to treat as invalid any Open Offer Application Form that appears to the Company or its agents to have been executed in or despatched from the United States, or that provides an address in the United States for the acceptance of the Open Offer, or where the Company believes such acceptance may infringe applicable legal or regulatory requirements. The Company will not be bound to allot or issue any New Ordinary Shares or Excess Shares to any person or to any person who is acting on behalf of, or for the account or benefit of, any person on a non-discretionary basis with an address in, or who is otherwise located in, the United States or who is a US Person in whose favour an Open Offer Application Form or any New Ordinary Shares or Excess Shares may be transferred. In addition, the Company and Numis reserve the right to reject any USE instruction sent by or on behalf of any CREST member with a registered address or who is otherwise located in the United States in respect of New Ordinary Shares or Excess Shares or who does not make the above warranty. Any payment made in respect of Open Offer Application Forms under any of these circumstances will be returned without interest.

### 6.3 Excluded Territories

Due to restrictions under the securities laws of the other Excluded Territories, Shareholders who have a registered address in, or who are resident or ordinarily resident in, or citizens of, any Excluded Territory, will not qualify to participate in the Open Offer or under the Excess Application Facility and will not be sent an Open Offer Application Form nor will their stock accounts in CREST be credited with Open Offer Entitlements or Excess CREST Open Offer Entitlements.

The New Ordinary Shares and the Excess Shares have not been and will not be registered under the relevant laws of any Excluded Territory or any state, province or territory thereof and may not be offered, sold, resold, delivered or distributed, directly or indirectly, in or into any Excluded Territory or to, or for the account or benefit of, any person with a registered address in, or who is resident or ordinarily resident in, or a citizen of, any Excluded Territory except pursuant to an applicable exemption.

No offer of New Ordinary Shares or Excess Shares is being made by virtue of this document or the Open Offer Application Forms into any Excluded Territory.

### 6.4 Overseas territories other than Excluded Territories

Open Offer Application Forms will be sent to Qualifying Non-CREST Shareholders and Open Offer Entitlements and Excess CREST Open Offer Entitlements will be credited to the stock account in CREST of Qualifying CREST Shareholders. Qualifying Shareholders in jurisdictions other than the United States or the other Excluded Territories may, subject to the laws of their relevant jurisdiction, take up New Ordinary Shares under the Open Offer or Excess Shares under the Excess Application Facility in accordance with the instructions set out in this document and the Open Offer Application Form. Qualifying Shareholders who have registered addresses in, or who are resident or ordinarily resident in, or citizens of, countries other than the United Kingdom should, however, consult appropriate professional advisers as to whether they require any governmental or other consents or need to observe any further formalities to enable them to apply for any New Ordinary Shares in respect of the Open Offer or any Excess Shares under the Excess Application Facility.



## 6.5 Representations and warranties relating to Overseas Shareholders

### (a) Qualifying Non-CREST Shareholders

- (i) Any person completing and returning an Open Offer Application Form or requesting registration of the New Ordinary Shares or any Excess Shares represents and warrants to the Company, Numis, the Receiving Agent and the Registrar that, except where proof has been provided to the Company's satisfaction that such person's use of the Open Offer Application Form will not result in the contravention of any applicable legal requirements in any jurisdiction: (i) such person is not requesting registration of the relevant New Ordinary Shares or Excess Shares from within the United States or any other Excluded Territory; (ii) such person is not a US Person (within the meaning of Regulation S under the US Securities Act); (iii) such person is not in any territory in which it is unlawful to make or accept an offer to acquire New Ordinary Shares in respect of the Open Offer or Excess Shares under the Excess Application Facility or to use the Open Offer Application Form in any manner in which such person has used or will use it; (iv) such person is not acting on a non-discretionary basis for a US Person or for a person located within any other Excluded Territory (except as agreed with the Company) or any territory referred to in (iii) above at the time the instruction to accept was given; and (v) such person is not acquiring New Ordinary Shares or Excess Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any such New Ordinary Shares or Excess Shares into any of the above territories. The Company, and/or the Receiving Agent may treat as invalid any acceptance or purported acceptance of the allotment of New Ordinary Shares comprised in an Open Offer Application Form or of Excess Shares under the Excess Application Facility if it:
- A) appears to the Company or its agents to have been executed, effected or despatched from the United States or any other Excluded Territory or in a manner that may involve a breach of the laws or regulations of any jurisdiction or if the Company or its agents believe that the same may violate applicable legal or regulatory requirements; or
- B) provides an address in the United States or any other Excluded Territory for delivery of the share certificates of New Ordinary Shares or Excess Shares (or any other jurisdiction outside the United Kingdom in which it would be unlawful to deliver such share certificates); or
- C) purports to exclude the warranty required by this sub-paragraph (a).

### (b) Qualifying CREST Shareholders

A CREST member or CREST sponsored member who makes a valid acceptance in accordance with the procedures set out in these Terms and Conditions represents and warrants to the Company and Numis that, except where proof has been provided to the Company's satisfaction that such person's acceptance will not result in the contravention of any applicable legal requirement in any jurisdiction: (i) he or she is not accepting within the United States or any other Excluded Territory; (ii) he or she is not a US Person (within the meaning of Regulation S under the US Securities Act); (iii) he or she is not accepting in any territory in which it is unlawful to make or accept an offer to acquire New Ordinary Shares or Excess Shares; (iv) he or she is not accepting on a non-discretionary basis for a US Person or for a person located within any other Excluded Territory (except as otherwise agreed with the Company) or any territory referred to in (iii) above at the time the instruction to accept was given; and (v) he or she is not acquiring any New Ordinary Shares or Excess Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any such New Ordinary Shares or Excess Shares into any of the above territories.

## 6.6 Waiver

The provisions of this paragraph 6 and of any other terms of the Open Offer and the Excess Application Facility relating to Overseas Shareholders may be waived, varied or modified as regards specific Shareholders or on a general basis by the Company and Numis in their absolute discretion. Subject to this, the provisions of this paragraph 6 supersede any terms of



the Open Offer and the Excess Application Facility inconsistent herewith. References in this paragraph 6 to Shareholders shall include references to the person or persons executing an Open Offer Application Form and, in the event of more than one person executing an Open Offer Application Form, the provisions of this paragraph 6 shall apply to them jointly and to each of them.

## **7 Data Protection**

- 7.1 Each applicant acknowledges that it has been informed that, pursuant to applicable data protection legislation (including the UK GDPR, the EU GDPR and the DP Law) and regulatory requirements in Guernsey and/or the EEA, as appropriate (the **DP Legislation**) the Company, the Administrator, the Receiving Agent and/or the Registrar hold their personal data.
- 7.2 The Company, the Administrator, the Receiving Agent and the Registrar will process such personal data at all times in compliance with DP Legislation and shall only process such information for the purposes set out in the Company's privacy notice (the **Purposes**) which is available for consultation on the Company's website: <https://bluefieldsif.com/privacy-notice/> (the **Privacy Notice**).
- 7.3 Any sharing of personal data between parties will be carried out in compliance with DP Legislation and as set out in the Company's Privacy Notice.
- 7.4 In providing the Company, the Administrator, the Receiving Agent or the Registrar with personal data, the applicant hereby represents and warrants to the Company, the Administrator, the Receiving Agent and the Registrar that: (1) it complies in all material aspects with its data controller obligations under DP Legislation, and in particular, it has notified any data subject of the purposes for which personal data will be used and by which parties it will be used and it has provided a copy of the Privacy Notice to such relevant data subjects; and (2) where consent is legally competent and/or required under DP Legislation, the applicant has obtained the consent of any data subject to the Company, the Administrator, the Receiving Agent and the Registrar and their respective affiliates and group companies, holding and using their personal data for the purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the purposes).
- 7.5 Each applicant acknowledges that by submitting personal data to the Company, the Administrator, the Receiving Agent or Registrar (acting for and on behalf of the Company) where the applicant is a natural person, he or she (as the case may be) represents and warrants that (as applicable) he or she has read and understood the terms of the Privacy Notice.
- 7.6 Each applicant acknowledges that by submitting personal data to the Company, the Administrator, the Receiving Agent or the Registrar (acting for and on behalf of the Company) where the applicant is not a natural person, it represents and warrants that:
- (a) it has brought the Privacy Notice to the attention of any underlying data subjects on whose behalf or account the applicant may act or whose personal data will be disclosed to the Company as a result of the applicant agreeing to subscribe for New Ordinary Shares under the Open Offer and/or the Excess Application Facility; and
  - (b) the applicant has complied in all other respects with all applicable data protection legislation in respect of disclosure and provision of personal data to the Company.
- 7.7 Where the applicant acts for or on account of an underlying data subject or otherwise discloses the personal data of an underlying data subject, he/she/it shall, in respect of the personal data it processes in relation to or arising in relation to the Open Offer and/or the Excess Application Facility:
- (a) comply with all applicable data protection legislation;
  - (b) take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to the personal data;
  - (c) if required, agree with the Company, the Administrator, the Receiving Agent and the Registrar (as applicable), the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and

- (d) immediately on demand, fully indemnify the Company, the Administrator, the Receiving Agent and the Registrar (as applicable) and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company, the Administrator, the Receiving Agent and/or the Registrar in connection with any failure by the applicant to comply with the provisions set out above.

## **8 Admission, settlement and dealings**

The result of the Open Offer is expected to be announced on 21 July 2021. Applications will be made to the FCA for the New Ordinary Shares and Excess Shares to be admitted to the premium segment of the Official List and to the London Stock Exchange for the New Ordinary Shares and Excess Shares to be admitted to trading on the London Stock Exchange's Main Market. It is expected that Initial Admission will become effective and that dealings in the New Ordinary Shares and Excess Shares, fully paid, will commence at 8.00 a.m. on 23 July 2021.

The Existing Ordinary Shares are already admitted to CREST. No further application for admission to CREST is accordingly required for the New Ordinary Shares. All such shares, when issued and fully paid, may be held and transferred by means of CREST.

Open Offer Entitlements and Excess CREST Open Offer Entitlements held in CREST are expected to be disabled in all respects after 11.00 a.m. on 15 July 2021 (the latest date for applications under the Open Offer). If the condition(s) to the Open Offer described above are satisfied, New Ordinary Shares and Excess Shares will be issued in uncertificated form to those persons who submitted a valid application for New Ordinary Shares or Excess Shares by utilising the CREST application procedures and whose applications have been accepted by the Company. The stock accounts to be credited will be accounts under the same CREST participant IDs and CREST member account IDs in respect of which the USE Instruction was given.

Notwithstanding any other provision of this document, the Company reserves the right to send Qualifying CREST Shareholders an Open Offer Application Form instead of crediting the relevant stock account with Open Offer Entitlements and Excess CREST Open Offer Entitlements, and to allot and/or issue any New Ordinary Shares and Excess Shares in certificated form. In normal circumstances, this right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST (or of any part of CREST) or on the part of the facilities and/or systems operated by the Registrar in connection with CREST.

For Qualifying Non-CREST Shareholders who have applied by using an Open Offer Application Form, share certificates in respect of the New Ordinary Shares and Excess Shares validly applied for are expected to be despatched by post in the week commencing 26 July 2021. No temporary documents of title will be issued and, pending the issue of definitive certificates, transfers will be certified against the UK share register of the Company. All documents or remittances sent by or to applicants, or as they may direct, will be sent through the post at their own risk. For more information as to the procedure for application, Qualifying Non-CREST Shareholders are referred to paragraph 4.1 above and their respective Open Offer Application Form.

## **9 Times and dates**

The Company shall, in agreement with Numis and after consultation with the Investment Adviser and its financial and legal advisers, be entitled to amend the dates that Open Offer Application Forms are despatched or amend or extend the latest date for acceptance under the Open Offer and all related dates set out in this document and in such circumstances shall notify the FCA, and make an announcement on a Regulatory Information Service and, if appropriate, notify Shareholders but Qualifying Shareholders may not receive any further written communication. If a supplementary prospectus is issued by the Company two or fewer Business Days prior to the latest time and date for acceptance and payment in full under the Open Offer specified in this document, the latest date for acceptance under the Open Offer shall be extended to the date that is three Business Days after the date of issue of the supplementary prospectus (and the dates and times of principal events due to take place following such date shall be extended accordingly).

## **10 Governing law and jurisdiction**

The terms and conditions of the Open Offer and the Excess Application Facility as set out in this document, the Open Offer Application Form and any non-contractual obligation arising out of or in connection therewith shall be governed by, and construed in accordance with, English law. The courts of England and Wales are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Open Offer, the Excess Application Facility, this document or the Open Offer Application Form. By taking up New Ordinary Shares and/or Excess Shares in accordance with the instructions set out in this document and, where applicable, the Open Offer Application Form, Qualifying Shareholders irrevocably submit to the jurisdiction of the courts of England and Wales and waive any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

## **11 Further information**

Your attention is drawn to the further information set out in this document and also, in the case of Qualifying Non-CREST Shareholders and other Qualifying Shareholders to whom the Company has sent Open Offer Application Forms, to the terms, conditions and other information printed on the accompanying Open Offer Application Form.

## APPENDIX 3

### TERMS AND CONDITIONS OF THE OFFER FOR SUBSCRIPTION

#### 1 Introduction

The New Ordinary Shares are only suitable for investors who understand the potential risk of capital loss and that there may be limited liquidity in the underlying investments of the Company, for whom an investment in New Ordinary Shares is part of a diversified investment programme and who fully understand and are willing to assume the risks involved in such an investment programme.

In the case of a joint Application, references to you in these Terms and Conditions of Application are to each of you, and your liability is joint and several. Please ensure that you read these terms and conditions in full before completing the Offer for Subscription Application Form.

If you apply for New Ordinary Shares under the Offer for Subscription, you will be agreeing with the Company, the Registrar and the Receiving Agent to the Terms and Conditions of Application set out below.

#### 2 Offer to acquire New Ordinary Shares

2.1 Your application must be made on the Offer for Subscription Application Form set out at the end of this document or as may be otherwise published by the Company. By completing and delivering an Offer for Subscription Application Form, you, as the applicant, and, if you sign the Offer for Subscription Application Form on behalf of another person or a corporation, that person or corporation:

- (a) offer to subscribe for such number of New Ordinary Shares specified in Box 1 on your Offer for Subscription Application Form (or such lesser number for which your application is accepted) at the Initial Issue Price on the terms, and subject to the conditions, set out in this document, including these Terms and Conditions of Application and the Company's Memorandum of Incorporation and Articles;
- (b) agree that, in consideration of the Company agreeing that it will not, prior to the date of Initial Admission, offer for subscription such New Ordinary Shares to any person other than by means of the procedures referred to in this document, your application may not be revoked and that this paragraph shall constitute a collateral contract between you and the Company which will become binding upon despatch by post to, or in the case of delivery by hand on receipt by the Receiving Agent of, your Offer for Subscription Application Form;
- (c) undertake to pay the aggregate Initial Issue Price for the number of New Ordinary Shares specified in your Offer for Subscription Application Form, and warrant that the remittance accompanying your Offer for Subscription Application Form will be honoured on first presentation and agree that if such remittance is not so honoured you will not be entitled to receive the share certificates for the New Ordinary Shares applied for in certificated form or be entitled to commence dealing in the New Ordinary Shares applied for in uncertificated form or to enjoy or receive any rights in respect of such New Ordinary Shares unless and until you make payment in cleared funds for such New Ordinary Shares and such payment is accepted by the Receiving Agent (which acceptance shall be in its absolute discretion and on the basis that you indemnify the Receiving Agent and the Company against all costs, damages, losses, expenses and liabilities arising out of, or in connection with, the failure of your remittance to be honoured on first presentation) and the Company may (without prejudice to any other rights it may have) void the agreement to allot the New Ordinary Shares and may allot them to some other person, in which case you will not be entitled to any refund or payment in respect thereof (other than the refund by way of a cheque, in your favour, at your risk, for an amount equal to the proceeds of the remittance which accompanied your Offer for Subscription Application Form, without interest);

- (d) agree that where on your Offer for Subscription Application Form a request is made for New Ordinary Shares to be deposited into a CREST Account, the Receiving Agent may in its absolute discretion amend the form so that such New Ordinary Shares may be issued in certificated form registered in the name(s) of the holders specified in your Offer for Subscription Application Form (and recognise that the Receiving Agent will so amend the form if there is any delay in satisfying the identity of the applicant or the owner of the CREST Account or in receiving your remittance in cleared funds);
  - (e) agree, in respect of applications for New Ordinary Shares in certificated form (or where the Receiving Agent exercises its discretion pursuant to paragraph 2.1(d) above to issue New Ordinary Shares in certificated form), that any share certificate to which you or, in the case of joint applicants, any of the persons specified by you in your Offer for Subscription Application Form may become entitled (and any monies returnable to you) may be retained by the Receiving Agent:
    - (i) pending clearance of your remittance;
    - (ii) pending investigation of any suspected breach of the warranties contained in paragraph 6 below or any other suspected breach of these Terms and Conditions of Application; or
    - (iii) pending any verification of identity which is, or which the Receiving Agent considers may be, required for the purpose of Guernsey AML Requirements, and any interest accruing on such retained monies shall accrue to and for the benefit of the Company;
  - (f) agree, on the request of the Receiving Agent, to disclose promptly in writing to it such information as the Receiving Agent may request in connection with your application and authorise the Receiving Agent to disclose any information relating to your application which it may consider appropriate;
  - (g) agree that, if evidence of identity satisfactory to the Receiving Agent is not provided to the Receiving Agent within a reasonable time (in the opinion of the Company) following a request therefor, the Company or the Receiving Agent may terminate the agreement with you to allot New Ordinary Shares and, in such case, the New Ordinary Shares which would otherwise have been allotted to you may be re-allotted or sold to some other party and the lesser of your application monies or such proceeds of sale (as the case may be, with the proceeds of any gain derived from a sale accruing to the Company) will be returned to you by cheque in your favour without interest and at your risk;
  - (h) agree that you are not applying on behalf of a person engaged in money laundering, drug trafficking or terrorism;
  - (i) undertake to ensure that, in the case of an Offer for Subscription Application Form signed by someone else on your behalf, the original of the relevant power of attorney (or a complete copy certified by a solicitor or notary) is enclosed with your Offer for Subscription Application Form together with full identity documents for the person so signing;
  - (j) undertake to pay interest at the rate described in paragraph 3.3 below if the remittance accompanying your Offer for Subscription Application Form is not honoured on first presentation; and
  - (k) authorise the Receiving Agent to procure that there be sent to you definitive certificates in respect of the number of New Ordinary Shares for which your application is accepted or if you have completed Box 3B on your Offer for Subscription Application Form, but subject to paragraph 2.1(d) above, to deliver the number of New Ordinary Shares for which your application is accepted into CREST, and/or to return any monies returnable by cheque in your favour without interest and at your risk;
- 2.2 confirm that you have read and complied with paragraph 8 of this Appendix 3;
- 2.3 agree that all subscription cheques and payments will be processed through a bank account (the **Acceptance Account**) in the name of "Link Market Services Ltd re: BSIF – 2021 OFS OFFER A/C" opened with the Receiving Agent; and



- 2.4 agree that your Offer for Subscription Application Form is addressed to the Receiving Agent acting as agent for the Company.
- 2.5 Any application may be rejected in whole or in part at the sole discretion of the Company.

### **3 Acceptance of your offer for subscription**

- 3.1 The Receiving Agent may, on behalf of the Company, accept your offer to subscribe (if your application is received, valid (or treated as valid), processed and not rejected).
- 3.2 The right is reserved notwithstanding the basis as so determined to reject in whole or in part and/or scale back any application. The right is reserved to treat as valid any application not complying fully with these Terms and Conditions of Application or not in all respects completed or delivered in accordance with the instructions accompanying the Offer for Subscription Application Form. In particular, but without limitation, the Company may accept an application made otherwise than by completion of an Offer for Subscription Application Form where you have agreed with the Company in some other manner to apply in accordance with these Terms and Conditions of Application. The Company and Receiving Agent reserves the right (but shall not be obliged) to accept Offer for Subscription Application Forms and accompanying remittances which are received otherwise than in accordance with these Terms and Conditions of Application.
- 3.3 The Receiving Agent will present all cheques and bankers' drafts for payment on receipt and will retain documents of title and surplus monies pending clearance of successful applicants' payment. The Company reserves the right in its absolute discretion (but shall not be obliged) to accept applications for less than the minimum of 1,000 New Ordinary Shares.

### **4 Conditions**

- 4.1 The contracts created by the acceptance of applications (in whole or in part) under the Offer for Subscription will be conditional upon, *inter alia*:
- (a) the Resolution being passed at the Extraordinary General Meeting (or any adjournment thereof);
  - (b) Initial Admission occurring by not later than 8.00 a.m. on 23 July 2021 (or such later time or date, not being later than 31 July 2021, as the Company and Numis may agree); and
  - (c) the Sponsor and Placing Agreement becoming otherwise unconditional in all respects in relation to the Initial Issue (save as to Initial Admission), and not being terminated in accordance with its terms before Initial Admission becomes effective.

### **5 Return of Application Monies**

Where application monies have been banked and/or received, if any application is not accepted in whole, or is accepted in part only, or if any contract created by acceptance does not become unconditional, the application monies or, as the case may be, the balance of the amount paid on application will be returned without interest and after the deduction of any applicable bank charges by crossed cheque in your favour, by post at the risk of the person(s) entitled thereto or back to the bank where the funds originated from if payment is made by electronic transfer. In the meantime, application monies will be retained by the Receiving Agent in a separate non-interest bearing account.

### **6 Warranties**

By completing an Offer for Subscription Application Form, you:

- 6.1 warrant that, if you sign the Offer for Subscription Application Form on behalf of somebody else or on behalf of a corporation, you have due authority to do so on behalf of that other person and that such other person will be bound accordingly and will be deemed also to have given the confirmations, warranties and undertakings contained in these Terms and Conditions of Application and undertake to enclose your power of attorney (or a complete copy certified by a solicitor or notary together with full identity documents for yourself);

- 6.2 warrant that you are not a US Person, you are not located within the United States, you are acquiring the New Ordinary Shares in an offshore transaction meeting the requirements of Regulation S and are not acquiring the New Ordinary Shares for the account or benefit of a US Person, unless you have delivered a signed a US investor letter in a form satisfactory to the Company;
- 6.3 warrant, if the laws of any territory or jurisdiction outside Guernsey or the United Kingdom are applicable to your application, that you have complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with your application in any territory and that you have not taken any action or omitted to take any action which will result in the Company, Numis or the Receiving Agent, or any of their respective officers, agents or employees, acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside Guernsey or the United Kingdom in connection with the Offer for Subscription in respect of your application;
- 6.4 confirm that in making an application you are not relying on any information or representations in relation to the Company and the New Ordinary Shares other than those contained in this document and any supplementary prospectus published by the Company prior to Initial Admission (on the basis of which alone your application is made) and accordingly you agree that no person responsible solely or jointly for this document, any such supplementary prospectus or any part thereof shall have any liability for any such other information or representation;
- 6.5 agree that, having had the opportunity to read this document, you shall be deemed to have had notice of all information and representations contained therein;
- 6.6 acknowledge that no person is authorised in connection with the Offer for Subscription to give any information or make any representation other than as contained in this document and any supplementary prospectus published by the Company prior to Initial Admission and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, Numis or the Receiving Agent;
- 6.7 acknowledge that the KID relating to the Ordinary Shares to be issued pursuant to the Offer for Subscription prepared by the Company in connection with the Ordinary Shares pursuant to the UK PRIIPs Laws can be provided to you in paper form or by means of a website, but that where you are applying under the Offer for Subscription directly and not through an adviser or other intermediary, unless requested in writing otherwise, the lodging of an Offer for Subscription Application Form represents your consent to being provided the KID via the website at <http://www.bluefieldsif.com> or on such other website as has been notified to you. Where your application is made on an advised basis or through another intermediary, the terms of your engagement should address the means by which such KID will be provided to you;
- 6.8 acknowledge and agree that the procedures for calculating the risks, costs and potential returns as set out in the KID relating to the Ordinary Shares are prescribed by the UK PRIIPs Laws and the information contained in the KID may not reflect the expected returns for the Company, and that anticipated performance returns cannot be guaranteed;
- 6.9 warrant that you are not under the age of 18 on the date of your application;
- 6.10 agree that all documents and monies sent by post to, by or on behalf of the Company, or the Receiving Agent, will be sent at your risk and, in the case of documents and returned application cheques and payments to be sent to you, may be sent to you at your address (or, in the case of joint holders, the address of the first named holder) as set out in your Offer for Subscription Application Form;
- 6.11 confirm that you have reviewed the restrictions contained in paragraph 8 of this Appendix 3 below and warrant, to the extent relevant, that you (and any person on whose behalf you apply) comply or have complied with the provisions therein;

- 6.12 agree that, in respect of those New Ordinary Shares for which your Offer for Subscription Application Form has been received and processed and not rejected, acceptance of your Offer for Subscription Application Form shall be constituted by the Company instructing the Registrar to enter your name on the Company's register of members;
- 6.13 agree that all applications, acceptances of applications and contracts resulting therefrom under the Offer for Subscription and any non-contractual obligations arising under or in connection therewith shall be governed by and construed in accordance with English Law and that you submit to the jurisdiction of the English Courts and agree that nothing shall limit the right of the Company to bring any action, suit or proceedings arising out of or in connection with any such applications, acceptances of applications and contracts or non-contractual obligations in any other manner permitted by law or in any court of competent jurisdiction;
- 6.14 irrevocably authorise the Company, or the Receiving Agent or any other person authorised by any of them, as your agent, to do all things necessary to effect registration of any New Ordinary Shares subscribed by or issued to you into your name and authorise any representatives of the Company and/or the Receiving Agent to execute any documents required therefor and to enter your name on the register of members of the Company;
- 6.15 agree to provide the Company and Receiving Agent with any information which they may request in connection with your application or to comply with any other relevant legislation (as the same may be amended from time to time) including without limitation satisfactory evidence of identity to ensure compliance with the Guernsey AML Requirements;
- 6.16 agree that the Receiving Agent is acting for the Company in connection with the Offer for Subscription and for no one else and that it will not treat you as its customer by virtue of such application being accepted or owe you any duties or responsibilities concerning the price of New Ordinary Shares or concerning the suitability of New Ordinary Shares for you or be responsible to you for providing the protections afforded to its customers;
- 6.17 warrant that no portion of the assets used to purchase, and no portion of the assets used to hold, the New Ordinary Shares or any beneficial interest therein constitutes or will constitute the assets of (i) an "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title I of ERISA; (ii) a "plan" as defined in Section 4975 of the Internal Revenue Code, including an individual retirement account or other arrangement that is subject to Section 4975 of the Internal Revenue Code; or (iii) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements that is subject to Title I of ERISA or Section 4975 of the Internal Revenue Code. In addition, if an investor is a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the Internal Revenue Code, its purchase, holding, and disposition of the New Ordinary Shares must not constitute or result in a non-exempt violation of any such substantially similar law;
- 6.18 warrant that, in connection with your application, you have observed the laws of all requisite territories, obtained any requisite governmental or other consents, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with your application in any territory and that you have not taken any action which will or may result in the Company, Numis or the Receiving Agent acting in breach of the regulatory or legal requirements of any territory in connection with the Offer for Subscription or your application;
- 6.19 warrant that the information contained in your Offer for Subscription Application Form is true and accurate and agree that if you request that New Ordinary Shares are issued to you on a date other than Initial Admission and such New Ordinary Shares are not issued on such date that the Company and its agents and Directors will have no liability to you arising from the issue of such New Ordinary Shares on a different date.

## **7 Money Laundering**

- 7.1 You agree that, in order to ensure compliance with the UK Money Laundering Regulations 2017 (where applicable) and the Guernsey AML Requirements, the Receiving Agent or the Administrator may respectively at their absolute discretion require verification of identity from any person lodging an Offer for Subscription Application Form. Submission of an Offer for Subscription Application Form with the appropriate remittance will constitute a warranty to each of the Company, the Administrator and the Receiving Agent from the applicant that the UK

Money Laundering Regulations 2017 and the Guernsey AML Regulations will not be breached by application of such remittance. In respect of the UK Money Laundering Regulations 2017, the verification of identity requirements will not usually apply if the aggregate subscription price for the offered New Ordinary Shares is less than the Sterling equivalent of Euro 15,000 (approximately £12,862).

- 7.2 In other cases the verification of identity requirements may apply.
- 7.3 The Receiving Agent may undertake electronic searches for the purposes of verifying your identity. To do so the Receiving Agent may verify the details against your identity, but may also request further proof of your identity. The Receiving Agent reserves the right to withhold any entitlement (including any refund cheque) until such verification of identity is completed to its satisfaction.
- 7.4 Except as provided in paragraphs 7.5 and 7.6 below, payments must be made by cheque or banker's draft in Sterling drawn on a United Kingdom branch of a bank or building society. Cheques, which must be drawn on your personal account where you have sole or joint title to the funds, should be made payable to "Link Market Services Ltd re: BSIF – 2021 OFS A/C" and crossed "A/C payee". Third party cheques may not be accepted with the exception of building society cheques or bankers' drafts where the building society or bank has confirmed the name of the account holder by stamping or endorsing the back of the cheque/banker's draft by following the instructions in paragraph 7.9 below. The name on the bank account must be the same as that stated on the Offer for Subscription Application Form.
- 7.5 For applicants sending subscription monies by electronic bank transfer (CHAPs), payment must be made for value by 11.00 a.m. on 15 July 2021 directly into the bank account detailed below. The payment instruction must also include a unique reference comprising your name and a contact telephone number which should be entered in the reference field on the payment instruction, for example, MJ SMITH 01234 567 8910
- Bank: Lloyd Bank plc
- Sort Code: 30-80-12
- A/C No: 21539360
- A/C Name: Link Market Services Ltd re: BSIF – 2021 CHAPS A/C
- 7.6 Electronic payments must come from a UK bank account and from a personal account in the name of the individual applicant where they have sole or joint title to the funds. The account name should be the same as that inserted in 3A of the Offer for Subscription Application Form and payments must relate solely to your Application. You should tick the relevant payment method box in section 2. It is recommended that such transfers are actioned within 24 hours of posting your application.
- 7.7 Evidence of the source of funds may also be required. Typically this will be a copy of the remitting bank account statement clearly identifying the applicant's name, the value of the debit (equal to the application value) and the crediting account details or application reference. A photocopy of the transaction can be enclosed with your application or a pdf copy can also be scanned and emailed to [operationalsupportteam@linkgroup.co.uk](mailto:operationalsupportteam@linkgroup.co.uk). Photographs of the electronic transfer are not acceptable.
- 7.8 Any delay in providing monies may affect acceptance of the Application. If the Receiving Agent is unable to match your Application with a bank payment, there is a risk that your Application could be delayed or will not be treated as a valid application and may be rejected by the Company and/or the Receiving Agent. Please note that you should check with your bank regarding any limits imposed on the level and timing of transfers allowed from your account (for example, some banks apply a maximum transaction or daily limit, and you may need to make the transfer as more than one payment). The Receiving Agent cannot take responsibility for correctly identifying payments without a unique reference nor where a payment has been received but without an accompanying Offer for Subscription Application Form.
- 7.9 Applicants wishing to settle DVP will still need to complete and submit a valid Offer for Subscription Application Form to be received by no later than 11.00 a.m. on 15 July 2021 (being the Initial Closing Date) allowing for the delivery and acceptance of New Ordinary

Shares to be made against payment of the Initial Issue Price per New Ordinary Share, following the CREST matching criteria set out in the Offer for Subscription Application Form. You should tick the relevant box in section 2 of the Offer for Subscription Application Form.

- 7.10 Applicants will also need to ensure that their settlement instructions are input to Link Group's Participant account (RA06) by no later than 11.00 a.m. on 15 July 2021 (being the Initial Closing Date). Please note that Link Group will not take any action until a valid DEL message has been alleged to the Participant account by the applicant/custodian. No acknowledgement of receipt or input will be provided.
- 7.11 Applicants should also ensure that their agent/custodian has a sufficient "debit cap" within the CREST system to facilitate settlement in addition to their usual daily trading and settlement requirements. In the event of late/non-settlement, the Company reserves the right to deliver shares outside of CREST in certificated form provided that payment has been made in terms satisfactory to the Company and all other conditions of the Offer for Subscription have been satisfied. If you require a share certificate you should not use this facility.
- 7.12 Where you appear to the Receiving Agent to be acting on behalf of some other person certifications of identity of any persons on whose behalf you appear to be acting may be required.
- 7.13 Failure to provide the necessary evidence of identity may result in application(s) being rejected or delays in the despatch of documents.
- 7.14 In all circumstances, where an Application is made with a value greater than the higher of Euro 15,000 (approximately £12,862), verification of the identity of applicants will be required. If you use a building society cheque, banker's draft or money order you should ensure that the bank or building society enters the name, address and account number of the person whose account is being debited on the reverse of the cheque, banker's draft or money order and adds its stamp. The name on the bank account must be the same as that stated on the Offer for Subscription Application Form. You should endeavour to have the declaration contained in section 6 of the Offer for Subscription Application Form signed by an appropriate firm as described in that section.

## **8 Overseas Investors**

The attention of potential investors who are not resident in, or who are not citizens of, the United Kingdom and Guernsey is drawn to paragraphs 8.1 to 8.4 below:

- 8.1 The offer of New Ordinary Shares under the Offer for Subscription to persons who are resident in, or citizens of, countries other than the United Kingdom and Guernsey (**Overseas Investors**) may be affected by the law of the relevant jurisdictions. Such persons should consult their professional advisers as to whether they require any government or other consents or need to observe any applicable legal requirements to enable them to subscribe for New Ordinary Shares under the Offer for Subscription. It is the responsibility of all Overseas Investors receiving this document and/or wishing to subscribe for the New Ordinary Shares under the Offer for Subscription, to satisfy themselves as to full observance of the laws of any relevant territory or jurisdiction in connection therewith, including obtaining all necessary governmental or other consents that may be required and observing all other formalities requiring to be observed and paying any issue, transfer or other taxes due in such territory.
- 8.2 No person receiving a copy of this document in any territory other than the United Kingdom or Guernsey may treat the same as constituting an offer or invitation to him, unless in the relevant territory such an offer can lawfully be made to him without compliance with any further registration or other legal requirements.
- 8.3 Persons (including, without limitation, nominees and trustees) receiving this document should not distribute or send it to any US Person or in or into the United States, Canada, Australia, Japan or the Republic of South Africa, their respective territories or possessions or any other jurisdiction where to do so would or might contravene local securities laws or regulations.
- 8.4 The Company reserves the right to treat as invalid any agreement to subscribe for New Ordinary Shares pursuant to the Offer for Subscription if it appears to the Company or its agents to have been entered into in a manner that may involve a breach of the securities legislation of any jurisdiction. Save where you have satisfied the Company or its agents that an



appropriate exemption applies so as to permit you to subscribe under the Terms and Conditions of Application, you represent and agree that you are not a resident of Australia, Canada, Japan or the Republic of South Africa.

## **9 Data Protection**

- 9.1 Each applicant acknowledges that it has been informed that, pursuant to applicable data protection legislation (including the UK GDPR, the EU GDPR and the DP Law) and regulatory requirements in Guernsey and/or the EEA, as appropriate (the **DP Legislation**) the Company, the Administrator, the Receiving Agent and/or the Registrar hold their personal data.
- 9.2 The Company, the Administrator, the Receiving Agent and the Registrar will process such personal data at all times in compliance with DP Legislation and shall only process such information for the purposes set out in the Company's privacy notice (the **Purposes**) which is available for consultation on the Company's website: <https://bluefieldsif.com/privacy-notice/> (the **Privacy Notice**).
- 9.3 Any sharing of personal data between parties will be carried out in compliance with DP Legislation and as set out in the Company's Privacy Notice.
- 9.4 In providing the Company, the Administrator, the Receiving Agent or the Registrar with personal data, the applicant hereby represents and warrants to the Company, the Administrator, the Receiving Agent and the Registrar that: (1) it complies in all material aspects with its data controller obligations under DP Legislation, and in particular, it has notified any data subject of the purposes for which personal data will be used and by which parties it will be used and it has provided a copy of the Privacy Notice to such relevant data subjects; and (2) where consent is legally competent and/or required under DP Legislation, the applicant has obtained the consent of any data subject to the Company, the Administrator, the Receiving Agent and the Registrar and their respective affiliates and group companies, holding and using their personal data for the purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the purposes).
- 9.5 Each applicant acknowledges that by submitting personal data to the Company, the Administrator, the Receiving Agent or Registrar (acting for and on behalf of the Company) where the applicant is a natural person, he or she (as the case may be) represents and warrants that (as applicable) he or she has read and understood the terms of the Privacy Notice.
- 9.6 Each applicant acknowledges that by submitting personal data to the Company, the Administrator, the Receiving Agent or the Registrar (acting for and on behalf of the Company) where the applicant is not a natural person, it represents and warrants that:
- (a) it has brought the Privacy Notice to the attention of any underlying data subjects on whose behalf or account the applicant may act or whose personal data will be disclosed to the Company as a result of the applicant agreeing to subscribe for New Ordinary Shares under the Offer for Subscription; and
  - (b) the applicant has complied in all other respects with all applicable data protection legislation in respect of disclosure and provision of personal data to the Company.
  - (c) where the applicant acts for or on account of an underlying data subject or otherwise discloses the personal data of an underlying data subject, he/she/it shall, in respect of the personal data it processes in relation to or arising in relation to the Offer for Subscription:
  - (d) comply with all applicable data protection legislation;
    - (i) take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to the personal data;
    - (ii) if required, agree with the Company, the Administrator, the Receiving Agent and the Registrar (as applicable), the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and

- (iii) immediately on demand, fully indemnify the Company, the Administrator, the Receiving Agent and the Registrar (as applicable) and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company, the Administrator, the Receiving Agent and/or the Registrar in connection with any failure by the applicant to comply with the provisions set out above.

## **10 Miscellaneous**

- 10.1 The rights and remedies of the Company and the Receiving Agent under these Terms and Conditions of Application are in addition to any rights and remedies which would otherwise be available to either of them and the exercise or partial exercise of one will not prevent the exercise of others.
- 10.2 The Company reserves the right to shorten or extend the closing time of the Offer for Subscription from 11.00 a.m. on 15 July 2021 (provided that the closing time of the Offer for Subscription shall not be extended to a date later than 31 July 2021), provided that if such closing time is extended this document remains valid at the closing time as extended, by giving notice to the London Stock Exchange. In such circumstances the Company shall notify the FCA, and make an announcement on a Regulatory Information Service and, if appropriate, notify Shareholders.
- 10.3 The Company may terminate the Offer for Subscription in its absolute discretion at any time prior to Initial Admission. If such right is exercised, the Offer for Subscription will lapse and any monies will be returned to the applicant as indicated without interest and at the applicant's risk.
- 10.4 The dates and times referred to in these Terms and Conditions of Application may be altered by the Company so as to be consistent with the Sponsor and Placing Agreement (as the same may be altered from time to time in accordance with its terms).
- 10.5 Save where the context requires otherwise, terms used in these Terms and Conditions of Application bear the same meaning as use elsewhere in this document.

## **NOTES ON HOW TO COMPLETE THE OFFER FOR SUBSCRIPTION APPLICATION FORM**

**Applications should be returned so as to be received by Link Group, Corporate Actions, Central Square, 29 Wellington Street, Leeds, LS1 4DL by no later than 11.00 a.m. on 15 July 2021.**

If you have a query concerning the completion of an Offer for Subscription Application Form, please contact Link on 0371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. to 5.30 p.m., Monday to Friday (excluding public holidays) in England and Wales. Please note that Link cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

### **1 Application**

Fill in (in figures) in Box 1A of the Offer for Subscription Application Form, the number of New Ordinary Shares for which your application is made under the Offer for Subscription. Your application under the Offer for Subscription must be for a minimum of 1,000 New Ordinary Shares and thereafter in multiples of 1,000 New Ordinary Shares. Only one application for New Ordinary Shares may be made by a person under the Offer for Subscription and multiple applications from the same person will not be accepted.

If an applicant is investing on behalf of its clients it should make separate applications for each client.

### **2 Amount payable**

Fill in (in figures) in Box 2 the total amount payable for the New Ordinary Shares for which your application is made which is the number inserted in Box 1A of the Offer for Subscription Application Form, multiplied by the Initial Issue Price, being 118 pence per New Ordinary Share. You should also mark in Box 2 to confirm your payment method, i.e. cheque, electronic bank transfer (CHAPS) or settlement via CREST.

### **3**

#### **3A. Holder details**

Fill in (in block capitals) the full name(s) of each holder and date of birth and the address of the first named holder.

Applications may only be made by persons aged 18 or over. In the case of joint holders only the first named may bear a designation reference. A maximum of four joint holders is permitted. All holders named must sign the Offer for Subscription Application Form in section 4.

#### **3B. CREST**

If you wish your New Ordinary Shares to be deposited in a CREST account in the name of the holders given in section 3A, enter in section 3B the details of that CREST account. Where it is requested that New Ordinary Shares be deposited into a CREST account please note that payment for such New Ordinary Shares must be made prior to the day such New Ordinary Shares might be allotted and issued. It is not possible for an applicant to request that New Ordinary Shares be deposited in their CREST account on an "against payment basis". Any Offer for Subscription Application Form received containing such a request will be rejected.

### **4 Signature**

All holders named in section 3A must sign section 4 and insert the date. The Offer for Subscription Application Form may be signed by another person on behalf of each holder if that person is duly authorised to do so under a power of attorney. The power of attorney (or a copy duly certified by a solicitor or a bank) must be enclosed for inspection (which originals will be returned by post at the addressee's risk). A corporation should sign under the hand of a duly authorised official whose representative capacity should be stated and a copy of a notice issued by the corporation authorising such person to sign should accompany the Offer for Subscription Application Form.

## 5 Settlement

### (a) Cheque/Banker's draft

All payments by cheque or banker's draft must accompany your Offer for Subscription Application Form and be for the exact amount inserted in Box 2 of the Offer for Subscription Application Form. Applications accompanied by a post-dated cheque will not be accepted. Your payment must relate solely to the Application. No receipt will be issued.

In the case of an application under the Offer for Subscription, your cheque or banker's draft must be made payable to "Link Market Services Ltd re: BSIF – 2021 OFS A/C" in respect of an Application and crossed "A/C Payee Only".

The cheque or banker's draft must be drawn in pounds sterling on an account at a bank branch in the United Kingdom which is either a settlement member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which has arranged for its cheques and bankers' drafts to be cleared through the facilities provided by any of those companies or committees, and must bear a United Kingdom bank sort code number in the top right hand corner. If you use a banker's draft or a building society cheque you should ensure that the bank or building society issuing the payment enters the name, address and account number of the person whose account is being debited on the reverse of the banker's draft or cheque and adds its stamp. Cheques should be drawn on the personal account to which you have sole or joint title to the funds. Third party cheques may not be accepted with the exception of building society cheques or bankers' drafts where the bank or building society has confirmed the name of the account holder by stamping and endorsing the cheque to such effect.

### (b) Electronic Bank Transfers ("**CHAPS**")

For applicants sending subscription monies by electronic bank transfer (CHAPs), payment must be made for value by 11.00 a.m. on 15 July 2021 directly into the bank account detailed below. The payment instruction must also include a unique reference comprising your name and a contact telephone number which should be entered in the reference field on the payment instruction, for example, MJ SMITH 01234 567 8910

Bank: Lloyds Bank plc

Sort Code: 30-80-12

A/C No: 21539360

A/C Name: Link Market Services Ltd re: BSIF – 2021 CHAPS A/C

Electronic payments must come from a UK bank account and from a personal account in the name of the individual applicant where they have sole or joint title to the funds. The account name should be the same as that inserted in 3A of the Offer for Subscription Application Form and payments must relate solely to your Application. You should tick the relevant payment method box in section 2. It is recommended that such transfers are actioned within 24 hours of posting your application. Evidence of the source of funds may also be required. Typically this will be a copy of the remitting bank account statement clearly identifying the applicant's name, the value of the debit (equal to the application value) and the crediting account details or application reference. If such information is required Link will contact you to request this.

Any delay in providing monies may affect acceptance of the Application. If the Receiving Agent is unable to match your Application with a bank payment, there is a risk that your Application could be delayed or will not be treated as a valid application and may be rejected by the Company and/or the Receiving Agent. Please note that you should check with your bank regarding any limits imposed on the level and timing of transfers allowed from your account (for example, some banks apply a maximum transaction or daily limit, and you may need to make the transfer as more than one payment). The Receiving Agent cannot take responsibility for correctly identifying payments without a unique reference nor where a payment has been received but without an accompanying Offer for Subscription Application Form.

No acknowledgement of receipt of an Application Form or funds received will be provided.

(c) CREST settlement

The Company will apply for the New Ordinary Shares issued pursuant to the Offer for Subscription in uncertificated form to be enabled for CREST transfer and settlement with effect from the date of Initial Admission (the **Relevant Settlement Date**). Accordingly, settlement of transactions in the New Ordinary Shares will normally take place within the CREST system.

The Offer for Subscription Application Form contain details of the information which the Company's registrars, Link, will require from you in order to settle your application within CREST, if you so choose. If you do not provide any CREST details or if you provide insufficient CREST details for Link to match to your CREST account, Link will deliver your New Ordinary Shares in certificated form provided payment has been made in terms satisfactory to the Company.

The right is reserved to issue your New Ordinary Shares in certificated form should the Company, having consulted with Link, consider this to be necessary or desirable. This right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST or any part of CREST or on the part of the facilities and/or system operated by the Receiving Agent in connection with CREST.

The person named for registration purposes in your Offer for Subscription Application Form (which term shall include the holder of the relevant CREST account) must be: (a) the person procured by you to subscribe for or acquire the relevant New Ordinary Shares; or (b) yourself; or (c) a nominee of any such person or yourself, as the case may be. Neither Link nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. You will need to input the DVP instructions into the CREST system in accordance with your application. The input returned by Link of a matching or acceptance instruction to our CREST input will then allow the delivery of your New Ordinary Shares to your CREST account against payment of the Initial Issue Price per New Ordinary Share through the CREST system upon the Relevant Settlement Date.

By returning your Offer for Subscription Application Form, you agree that you will do all things necessary to ensure that you or your settlement agent/custodian's CREST account allows for the delivery and acceptance of New Ordinary Shares to be made prior to 23 July 2021 against payment of the Initial Issue Price per New Ordinary Share. Failure by you to do so will result in you being charged interest at the rate of 2 percentage points above the then published bank base rate of a clearing bank selected by Link.

To ensure that you fulfil this requirement it is essential that you or your settlement agent/custodian follow the CREST matching criteria set out below:

Trade Date: 20 July 2021  
Settlement Date: 23 July 2021  
Company: Bluefield Solar Income Fund Limited  
Security Description: Ordinary Shares of no par value  
SEDOL: BM9H9Z3  
ISIN: GG00BM9H9Z34

Should you wish to settle DVP, you will need to input your instructions to Link's participant account RA06 by no later than 11.00 a.m. on 20 July 2021.

You must also ensure that you or your settlement agent/custodian has a sufficient "debit cap" within the CREST system to facilitate settlement in addition to your/its own daily trading and settlement requirements.



In the event of late CREST settlement, the Company, after having consulted with Link, reserves the right to deliver New Ordinary Shares outside CREST in certificated form provided payment has been made in terms satisfactory to the Company and all other conditions in relation to the Offer for Subscription have been satisfied.

Applicants will still need to complete and submit a valid Offer for Subscription Application Form to be received by no later than 11.00 a.m. on 15 July 2021. You should ensure that the relevant box in Section 2 of the Offer for Subscription Application Form has been ticked.

## **6 Verification of identity**

Applications under the Offer for Subscription with a value greater than €15,000 (approximately £12,862) will be subject to verification of identity requirements. This will involve you providing the verification of identity documents listed below.

If the declaration in section 6 cannot be completed and the value of your application under the Offer for Subscription is greater than €15,000 (approximately £12,862) the documents listed below must be provided with the completed Offer for Subscription Application Form, as appropriate, in accordance with internationally recognised standards for the prevention of money laundering. Notwithstanding that the declaration in section 6 has been completed and signed, the Company (or any of its agents) reserves the right to request of you the identity documents listed below and/or to seek verification of identity of each holder and payor (if necessary) from you or your bankers or from another reputable institution, agency or professional adviser in the applicable country of residence. If satisfactory evidence of identity has not been obtained within a reasonable time your Application may be rejected or revoked. Where certified copies of documents are requested below, such copy documents should be certified by a senior signatory of a firm which is either a governmental approved bank, stockbroker or investment firm, financial services firm or an established law firm or accountancy firm which is itself subject to regulation in the conduct of its business in its own country of operation and the name of the firm should be clearly identified on each document certified.

### **6A. For each holder being an individual enclose:**

- (1) a certified clear photocopy of one of the following identification documents which bear both a photograph and the signature of the person: current passport – Government or Armed Forces identity card – driving licence; and
- (2) certified copies of at least two of the following documents which purport to confirm that the address given in section 3A is that person's residential address: a recent gas, electricity, water or telephone (not mobile) bill (such utility bill must be no more than 3 months old and show the usage of the utility), a recent bank statement, a council rates bill or similar document issued by a recognised authority; and
- (3) if none of the above documents show their date and place of birth, enclose a note of such information; and
- (4) details of the name and address of their personal bankers from which the Company (or any of its agents) may request a reference, if necessary.

### **6B. For each holder being a company (a holder company) enclose:**

- (1) a certified copy of the certificate of incorporation of the holder company; and
- (2) the name and address of the holder company's principal bankers from which the Company (or any of its agents) may request a reference, if necessary; and
- (3) a statement as to the nature of the holder company's business, signed by a director; and
- (4) a list of the names and residential addresses of each director of the holder company; and
- (5) for each director provide documents and information per paragraph 6A above; and
- (6) a copy of the authorised signatory list for the holder company.

## **7 Contact details**

To ensure the efficient and timely processing of your Offer for Subscription Application Form, please provide contact details of a person the Company (or any of its agents) may contact with all enquiries concerning your Application.

Ordinarily this contact person should be the person signing in section 4 on behalf of the first named holder. If no details are entered here and the Company (or any of its agents) requires further information, any delay in obtaining that additional information may result in your Application being rejected or revoked.

## **INSTRUCTIONS FOR DELIVERY OF COMPLETED OFFER FOR SUBSCRIPTION APPLICATION FORMS**

Completed Offer for Subscription Application Forms should be returned, by post (or by hand during normal business hours only) to Link Group, Corporate Actions, Central Square, 29 Wellington Street, Leeds, LS1 4DL so as to be received by no later than 11.00 a.m. on 15 July 2021, together in each case with payment by cheque or duly endorsed banker's draft in full in respect of the Application except where payment is being made by electronic bank transfer or by CREST settlement.

You are recommended to use first class post and to allow at least two days for delivery. Offer for Subscription Application Forms received after the relevant dates specified above may be rejected.

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## APPLICATION FORM FOR THE OFFER FOR SUBSCRIPTION

**For Office Use Only Log No.**

**Important:** before completing this form, you should read the accompanying notes.

To: Link Group, acting as Receiving Agent for Bluefield Solar Income Fund Limited

### 1 Application

I/We, the person(s) detailed in section 3A below, offer to subscribe for the number of fully paid New Ordinary Shares specified in Box 1A in respect of the Offer for Subscription at an issue price of 118 pence per New Ordinary Share (the **Initial Issue Price**) subject to the Terms and Conditions of Application set out in Appendix 3 to the Prospectus dated 29 June 2021 and subject to the Memorandum and Articles of Incorporation of the Company.

#### Box 1A (No. of New Ordinary Shares under the Offer for Subscription)

(Minimum subscription of 1,000 New Ordinary Shares and thereafter in multiples of 1,000 New Ordinary Shares).

### 2 Amount payable

(The number in Box 1A multiplied by the Initial Issue Price, being 118 pence per New Ordinary Share)

£

Payment  
Method:

☐

Cheque

☐

CHAPS

☐

CREST Settlement

### 3A. Details of Holder(s) in whose Name(s) New Ordinary Shares will be issued (BLOCK CAPITALS)

Mr, Mrs, Miss, or Title.....

Forenames (in full) .....

Surname/Company Name: .....

Date of Birth: .....

Address (in Full) .....

Designation (if any) .....

Mr, Mrs, Miss, or Title.....

Forenames (in full) .....

Surname.....

Date of Birth: .....

Mr, Mrs, Miss, or Title.....

Forenames (in full) .....

Surname.....

Date of Birth: .....

Mr, Mrs, Miss or Title.....

Forenames (in full) .....

Surname.....

Date of Birth: .....





### 3B. CREST details

(Only complete this section if New Ordinary Shares allotted are to be deposited in a CREST Account which must be in the same name as the holder(s) given in section 3A).

CREST Participant ID: 

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CREST Member Account ID: 

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Designation:

### 4 Signature(s) all holders must sign

First holder signature	Second holder signature
Name (Print)	Name (Print)
Dated:	Dated:
Third holder signature:	Fourth holder signature:
Name (Print)	Name (Print)
Dated:	Dated:

### 5 Settlement

#### (a) *Cheque/Banker's Draft*

If you are subscribing for New Ordinary Shares and paying by cheque or banker's draft, pin or staple to this form your cheque or banker's draft for the exact amount shown in Box 2 made payable to "Link Market Services Ltd re: BSIF – 2021 OFS A/C". Cheques and bankers' payments must be drawn in Sterling on an account at a bank branch in the UK and must bear a UK bank sort code number in the top right hand corner.

#### (b) *Electronic Bank Transfer ("CHAPS")*

For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by 11.00 a.m. on 15 July 2021 directly into the bank account detailed below. The payment instruction must also include a unique reference comprising your name and a contact telephone number which should be entered in the reference field on the payment instruction, for example, MJ SMITH 01234 567 8910

Bank: Lloyds Bank plc  
Sort Code: 30-80-12  
A/C No: 21539360  
A/C Name: Link Market Services Ltd re: BSIF – 2021 CHAPS A/C

#### (c) *CREST Settlement*

If you choose to settle your application within CREST, that is DVP, you or your settlement agent/custodian's CREST account must allow for the delivery and acceptance of New Ordinary Shares to be made against payment of the Initial Issue Price per New Ordinary Share, following the CREST matching criteria set out below:

Trade Date: 20 July 2021  
Settlement Date: 23 July 2021  
Company: Bluefield Solar Income Fund Limited  
Security Description: Ordinary Shares of no par value  
SEDOL: BM9H9Z3  
ISIN: GG00BM9H9Z34

Should you wish to settle DVP, you will need to input your instructions to Link Group's Participant account RA06 by no later than 11.00 a.m. on 15 July 2021.

You must also ensure that you or your settlement agent/custodian has a sufficient "debit cap" within the CREST system to facilitate settlement in addition to your/its own daily trading and settlement requirements.

Applicants will still need to complete and submit a valid Offer for Subscription Application Form to be received by no later than 11.00 a.m. on 15 July 2021. You should ensure that the relevant box in Section 2 of the Offer for Subscription Application Form has been ticked.



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# NOTICE OF EXTRAORDINARY GENERAL MEETING

## BLUEFIELD SOLAR INCOME FUND LIMITED

*(a company incorporated in Guernsey under the Companies (Guernsey) Law, 2008 (as amended)  
with registered number 56708)*

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of Bluefield Solar Income Fund Limited (the **Company**) will be held at Floor 2, Trafalgar Court, Les Banques, St Peter Port, Guernsey, GY1 4LY at 9.00 a.m. on 15 July 2021 to consider and, if thought fit, approve the following resolution, which will be proposed as a special resolution:

### SPECIAL RESOLUTION

**THAT** the Directors be and are hereby authorised, to allot, issue and/or sell equity securities for cash in accordance with article 4.4 of the Articles and as if article 6.2 of the Articles did not apply to any such allotment, issue and/or sale, provided that this power shall be limited to the allotment, issue and/or sale as described in the prospectus of the Company dated 29 June 2021 (the **Prospectus**) of up to an aggregate number of 500 million New Ordinary Shares (or Ordinary Shares out of treasury) in connection with the Initial Issue and the Placing Programme (each as defined in the Prospectus) and shall expire on 28 June 2022 (unless previously renewed, varied or revoked by the Company in a general meeting), save that the Company shall be entitled to make offers or agreements before the expiry of such power which would or might require equity securities to be allotted and issued after such expiry and the Directors shall be entitled to allot and issue equity securities pursuant to any such offer or agreement as if the power conferred hereby had not expired.

By order of the Board

29 June 2021

Ocorian Administration (Guernsey) Limited  
Floor 2  
Trafalgar Court  
Les Banques  
St Peter Port  
Guernsey GY1 4LY

#### Notes:

- 1 A member of the Company who is entitled to attend, speak and vote at the Extraordinary General Meeting is entitled to appoint one or more proxies to attend, speak and on a poll or otherwise to vote in his or her place. A proxy does not need to be a member of the Company but must attend the Extraordinary General Meeting to represent you. Details of how to appoint the Chairman of the Extraordinary General Meeting or another person as your proxy using the Form of Proxy are set out in the notes to the Form of Proxy. If you wish your proxy to speak on your behalf at the Extraordinary General Meeting you will need to appoint your own choice of proxy (not the Chairman) and give your instructions directly to them. A member may appoint more than one proxy to attend the Extraordinary General Meeting provided that each proxy is appointed to exercise rights attached to different shares.
- 2 Shareholders will find enclosed a Form of Proxy for use in relation to the Extraordinary General Meeting. The Form of Proxy should be completed in accordance with the instructions printed on it. To be valid, the Form of Proxy (together with the power of attorney or other authority (if any) under which it is signed or a copy of such power or authority certified notarially or in some other way approved by the Directors) must be deposited with the Company's UK Transfer Agent, PXS 1, Link Group, Central Square, 29 Wellington Street, Leeds LS1 4DL not later than 9.00 a.m. on Tuesday, 13 July 2021 or, in the event of any adjournment of the Extraordinary General Meeting, not later than 48 hours (excluding days which are not Business Days) before the time appointed for the adjourned meeting at which the person named in the instrument proposes to vote. Completion of the Form of Proxy will not preclude a member from attending and voting in person if he/she so wishes subject to such attendance being in accordance with the guidance relating to Covid-19 for the time being in force published by The States of Guernsey.
- 3 To change your proxy instructions simply submit a new Form of Proxy using the methods set out above and in the notes to the Form of Proxy. Note that the cut-off date and time for receipt of a Form of Proxy (see above) do not apply in relation to amended instructions given to a proxy validly appointed prior to the relevant cut-off date. If you submit more than one valid Form of Proxy, the form received last before the latest time for the receipt of proxies will take precedence.
- 4 In order to revoke a proxy instruction you will need to inform the Company by sending a signed hard copy notice clearly stating your intention to revoke your proxy appointment to the Company's UK Transfer Agent. In the case of a member which is an individual, the revocation notice must be under the hand of the appointer or of his attorney duly authorised in writing or, in the case of a member which is a company, the revocation notice must be executed under

its common seal or under the hand of an officer of the company or an attorney duly authorised. Any power of attorney or any other authority under which the revocation notice is signed (or a notarially certified copy of such power or authority) must be included with the revocation notice.

- 5 The revocation notice must be received by the commencement of the Extraordinary General Meeting or any adjournment of that meeting. If you attempt to revoke your proxy appointment but the revocation is received after the time specified then, subject to paragraph 8 below, your proxy appointment will remain valid.
- 6 To allow effective constitution of the Extraordinary General Meeting, if it is apparent to the Chairman that no shareholders will be present in person or by proxy, other than by proxy in the Chairman's favour, the Chairman may appoint a substitute to act as proxy in his stead for any other shareholder, provided that such substitute proxy shall vote on the same basis as the Chairman.
- 7 To have the right to attend, speak and vote at the Extraordinary General Meeting (and also for the purposes of calculating how many votes a shareholder casts), a shareholder must first have his or her name entered on the Company's register of members by no later than 48 hours before the time of the Extraordinary General Meeting (or, if the meeting is adjourned, 48 hours before the time of the adjourned meeting). Changes to entries on the Company's register of members after that time shall be disregarded in determining the right of any shareholder to attend, speak and vote at the Extraordinary General Meeting (or any adjournment thereof).
- 8 Appointment of a proxy does not preclude you from attending the Extraordinary General Meeting and voting in person. If you have appointed a proxy and attend the Extraordinary General Meeting in person, your proxy appointment will automatically be terminated.
- 9 You may submit your proxy electronically using the share portal service at [www.signalshares.com](http://www.signalshares.com).

#### **Additional Notes:**

CREST members who wish to appoint a proxy or proxies by utilising the CREST electronic proxy appointment service may do so for the Extraordinary General Meeting to be held on 15 July 2021 (and any adjournments thereof) by utilising the procedures described in the CREST Manual. 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 providers, who will be able to take the appropriate action on their behalf.

In order for a proxy appointment made by means of CREST 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 instructions, as described in the CREST Manual. The message must be transmitted so as to be received by the issuer's agent (RA10) by the latest time for receipt of proxy appointments specified in this notice of Extraordinary General Meeting. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST.

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 messages. 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 personal member or sponsored member or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider takes) 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 service providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 34(1) of the Uncertificated Securities (Guernsey) Regulations 2009.

