

**THIS SECURITIES NOTE, THE REGISTRATION DOCUMENT AND THE SUMMARY ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION. If you are in any doubt about the action, you should immediately consult your accountant, legal or professional adviser, financial adviser or a person authorised for the purposes of the Financial Services and Markets Act 2000, as amended (“FSMA”) who specialises in advising on the acquisition of shares and other securities.**

This Securities Note, the Registration Document and the Summary together constitute a prospectus relating to Gresham House Energy Storage Fund PLC (the “**Company**”) (the “**Prospectus**”) for the purposes of Article 3 of the Prospectus Regulation and have been prepared in accordance with the prospectus regulation rules of the Financial Conduct Authority (the “**FCA**”) made pursuant to section 73A of FSMA (the “**Prospectus Regulation Rules**”) and have been approved by the FCA as competent authority under the Prospectus Regulation. The FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation and such approval should not be considered as an endorsement of the Company or the quality of the New Shares that are the subject of this Prospectus. This Prospectus has been drawn up as part of a simplified prospectus in accordance with Article 14 of the Prospectus Regulation. Investors should make their own assessment as to the suitability of investing in the New Shares.

The Prospectus is being issued in connection with the issue, under the Share Issuance Programme, of up to 400 million New Shares, in aggregate, in one or more tranches during the period commencing on 25 May 2022 and ending on 24 May 2023. It is expected that an application will be made to London Stock Exchange plc (“**LSE**”) for all of the New Shares to be issued pursuant to the Share Issuance Programme to be admitted to trading on the Specialist Fund Segment. It is expected that Admissions in respect of the Share Issuance Programme will become effective, and that dealings for normal settlement in New Shares issued pursuant to the Share Issuance Programme will commence on 31 May 2022. The Share Issuance Programme will remain open until 24 May 2023. All dealings in New Shares prior to the commencement of unconditional dealings will be at the sole risk of the parties concerned.

The Company and its Directors, whose names appear on pages 16 and 50 of this Securities Note, accept responsibility for the information contained in the Securities Note and the Summary. To the best of the knowledge of the Company and the Directors, the information contained in the Securities Note and the Summary is in accordance with the facts and this Securities Note and the Summary make no omission likely to affect their import.

Prospective investors should read the entire Prospectus and, in particular, the matters set out under the heading “Risk Factors” on pages 4 to 7 of this Securities Note and on pages 4 to 23 of the Registration Document when considering an investment in the Company.

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

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## **Gresham House Energy Storage Fund PLC**

*(Incorporated in England and Wales with company number 11535957 and registered as an investment company under section 833 of the Companies Act 2006 (as amended))*

### **Securities Note**

**Sole Global Co-ordinator, Bookrunner and  
Financial Adviser  
Jefferies International Limited**

**Manager  
Gresham House Asset Management Limited**

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### **Share Issuance Programme of up to 400 million New Shares, in aggregate, and Admission to trading on the Specialist Fund Segment**

Jefferies International Limited (“**Jefferies**”) which is authorised in the United Kingdom (the “**UK**”) and regulated in the UK by the FCA is acting exclusively for the Company and no one else in connection with the Share Issuance Programme or the matters referred to in this Securities Note, and will not regard any other person (whether or not a recipient of this Prospectus) as its client in relation to the Share Issuance Programme and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or for providing advice in relation to the

Share Issuance Programme or any transaction or arrangement referred to in the Prospectus. However, nothing in this paragraph shall serve to limit or exclude any of the responsibilities and liabilities, if any, which may be imposed on Jefferies by FSMA or the regulatory regime established thereunder.

The Manager, pursuant to the AIFM Rules has notified the FCA of its intention to market the New Shares in the UK.

The New Shares offered by the Prospectus may not be offered or sold directly or indirectly in or into the United States or to, or for the account or benefit of, any US Persons, except pursuant to an exemption from the registration requirements of the US Securities Act for offers and sales of securities that do not involve any public offering contained in Section 4(a)(2) of the US Securities Act and analogous exemptions under state securities laws. In particular, investors should note that the New 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 the Company has not registered, and does not intend to register, as an investment company under the US Investment Company Act. No offer, purchase, sale or transfer of the New Shares may be made except under circumstances which will not result in the Company being required to register as an investment company under the US Investment Company Act. The New Shares are being offered only to (i) US Persons who are reasonably believed to be QIBs and QPs and who deliver to the Company and Jefferies an Investor Representation Letter and (ii) investors who are not US Persons outside of the United States in "offshore transactions" as defined in and pursuant to Regulation S.

The New Shares are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the US Securities Act and any applicable state or other securities laws, pursuant to registration or an exemption therefrom.

The New Shares have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any other US regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of New Shares or the accuracy or adequacy of this Securities Note. Any representation to the contrary is a criminal offence in the United States.

The distribution of this Securities Note and any offer of New Shares pursuant to the Initial Tranche or the Share Issuance Programme may be restricted by law in certain jurisdictions. Other than in the UK, no action has been or will be taken to permit the possession, issue or distribution of this Securities Note or the Registration Document (or any other offering or publicity material relating to the New Shares) in any jurisdiction where action for that purpose may be required or where doing so is restricted by law. Accordingly, neither this Securities Note, the Prospectus nor any advertisement, nor any other offering material may be distributed or published in any jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Securities Note comes should inform themselves about and observe any such restrictions. None of the Company, Jefferies, the Manager or any of their respective affiliates or advisers accepts any legal responsibility to any person, whether or not such person is a potential investor, in respect of any such restrictions. The attention of persons resident outside the UK is drawn to the notices to overseas investors set out in the Important Information section of this Securities Note that sets out restrictions on the holding of New Shares by such persons in certain jurisdictions.

Copies of this Securities Note, the Registration Document and the Summary (along with any Future Securities Note and Future Summary) will be available on the Company's website at [www.greshamhouse.com/gresham-house-energy-storage-fund-plc](http://www.greshamhouse.com/gresham-house-energy-storage-fund-plc).

This document is dated 25 May 2022.

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## **PART 1: RISK FACTORS**

Investment in the Company should be regarded as being of a long-term nature and involving a degree of risk. Accordingly, prospective investors should consider carefully all of the information set out in this Securities Note and the risks relating to the Company, Gresham House and the Shares including, in particular, the risks described below, which may not be an exhaustive list or explanation of all the risks which investors may face when making an investment in the Shares and should be used as guidance only.

Only those risks which are believed to be material and currently known to the Directors at the date of this Securities Note have been disclosed. Those risks may adversely affect the Company's and its ESS Project Companies' business, business prospects, financial condition and NAV ("Company's NAV and revenues") and returns to Shareholders including dividends, and/or the market price of the Shares ("returns to Shareholders"). Additional risks and uncertainties not currently known to the Directors, or that the Directors deem immaterial at the date of this Securities Note, may also have an adverse effect on the Company's NAV, revenues and returns to Shareholders. Potential investors should review this Securities Note carefully and in its entirety and consult with their professional advisers before making an application to invest in the Shares.

Investment in the Company carries a high degree of risk, including but not limited to, the risks in relation to the Group and the New Shares referred to below. The risks referred to below are the risks which are considered to be material but are not the only risks relating to the Group and the New Shares. In addition, specific risk factors in respect of the Company and the industry are set out in the Summary and the Registration Document.

Potential investors should review this Securities Note and the information contained in the Registration Document carefully and in its entirety and consult with their professional advisers before acquiring any New Shares. If any of the risks referred to in this Securities Note and the Registration Document were to occur, the financial position and prospects of the Group could be materially and adversely affected. If that were to occur, the trading price of the New Shares and/or their underlying Net Asset Value and/or the level of dividends or distributions (if any) received from the New Shares could decline significantly and investors could lose all or part of their investment.

Prospective investors should note that the risks relating to the Group, its industry and the New Shares summarised in the Summary are the risks that the Board believes to be the most essential to an assessment by a prospective investor of whether to consider an investment in the New Shares. However, as the risks which the Group 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 Summary but also, among other things, the risks and uncertainties described below and in the section headed "Risk Factors" in the Registration Document.

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 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. Investors may wish to consult their stockbroker, bank manager, solicitor, accountant or other independent financial adviser before making an investment in the Company.

### **Risks relating to the Shares**

#### ***No right of redemption***

The Directors are under no obligation to effect repurchases of Ordinary Shares and/or C Shares. Shareholders wishing to realise their investment in the Company may therefore be required to dispose of their Ordinary Shares and/or C Shares (as the case may be) in the market, which may have limited liquidity.

### **General risks affecting the Shares**

The price of shares in an investment trust is determined by the interaction of supply and demand for its shares in the market as well as the net asset value per share. The Share price can therefore fluctuate and may represent a discount or a premium to the net asset value per share. This premium or discount is itself variable as conditions for supply and demand change. This can mean that the Company's Share price may be down as well as up and the Share price can fall when the NAV per Share rises or vice versa. There is no guarantee that the market price of the Shares will fully reflect their underlying Net Asset Value.

An investor may not recover the amount originally invested. The company can offer no assurance that its investments will generate gains or income or that any gains or income may be generated on particular investments will be sufficient to offset any losses that may be sustained.

### **Risks relating to the Company's share price performance and target returns and dividends**

Prospective investors should be aware that the periodic distributions made to Shareholders will comprise amounts periodically received by the Company in repayment of, or being distributions on its investment in ESS Projects and other investment entities, including distributions of operating receipts of investment entities. Although it is envisaged that receipts from ESS Projects over the life of the Company will generally be sufficient to fund such periodic distributions and repay the value of the Company's original investments in the ESS Projects or other investment entities over the long term, this is based on estimates and cannot be guaranteed. The Company's target returns and dividends for the Shares are based on assumptions which the Board considers reasonable. However, there is no assurance that all or any assumptions will be justified, and the returns and dividends may be correspondingly reduced. 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 hard commitments or profit forecasts).

The Company's target dividend and future distribution growth will be affected by the Company's underlying investment portfolio and the availability of distributable reserves. Any change or incorrect assumption in relation to the dividends or interest or other receipts receivable by the Company (including in relation to projected electricity prices, availability and operating performance of equipment used in the operation of ESS Projects within the Portfolio, ability to make distributions to Shareholders (especially where the Group has a minority interest in a particular ESS Project) and tax treatment of distributions to Shareholders) may reduce the level of distributions received by Shareholders. In particular, prospective investors should refer to the information set out in Part 8 (*UK Taxation*) of this Securities Note including the requirement of the Company to continue to be eligible to qualify as an investment trust. 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 and affect the ability of the Company to pay dividends.

### **Liquidity**

There can be no guarantee that a liquid market in the Shares will exist. Accordingly, Shareholders may be unable to realise their New 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 Shares may affect the ability of Shareholders to realise their investment.

### **Discount**

The Shares may trade at a discount to Net Asset Value and Shareholders may be unable to realise their investments through the secondary market at Net Asset Value. The Shares may trade at a discount to Net Asset Value for a variety of reasons, including market conditions or to the extent investors undervalue the management activities of the Manager or discount its valuation methodology and judgments of value. While the Board may seek to mitigate any discount to Net Asset Value through discount management mechanisms summarised in paragraph 9 of Part 3 (*The Company*) of the Registration Document, there can be no guarantee that they will do so or that such mechanisms will be successful, and the Company accepts no responsibility for any failure of any such strategy to effect a reduction in any discount.



### ***Dilution***

If an existing Shareholder does not subscribe under the relevant Tranche for such number of New Shares as is equal to their proportionate ownership of existing Ordinary Shares, their proportionate ownership and voting interests in the Company will be reduced and the percentage that their existing Ordinary Shares will represent of the total share capital of the Company will be reduced accordingly. Assuming that all 400 million New Shares available for issue under the Share Issuance Programme are issued in the Initial Tranche, Shareholders who do not participate at all will suffer a dilution of 47.7 per cent. to their interests in the Company.

Subject to the paragraph below, there should be no dilution of the Net Asset Value attributable to the existing Ordinary Shares as the issue price of each Tranche of the New Shares will be set at a premium to the net assets attributable to the existing Ordinary Shares. Securities laws of certain jurisdictions may restrict the Company's ability to allow participation by Shareholders in the Share Issuance Programme.

### ***Issue Price of New Ordinary Shares under the Share Issuance Programme***

The issue price of the New Ordinary Shares issued on a non-pre-emptive basis under the Share Issuance Programme cannot be lower than the Net Asset Value per Ordinary Share at the time of allotment. The issue price of the New Ordinary Shares will be calculated by reference to the latest published unaudited Net Asset Value per Ordinary Share and will include consideration of any published guidance on the Company's Net Asset Value per Ordinary Share. 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. If such issue price should have been less than the issue price actually paid, investors will have borne a greater premium than intended. If the issue price should have been greater than the issue price actually paid, investors will have paid less than intended and, in certain circumstances, the Net Asset Value of the existing Ordinary Shares may have been diluted.

### ***Long term holding***

The New 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 and investors may not get back the full value of their investment.

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. There is no assurance that any appreciation in the value of the New Shares will occur or that the investment objectives of the Company will be achieved.

### ***Compensation Risk***

As the subscription of New Shares and the performance of the New 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.

### ***Risks relating to the C Shares***

The NAV performance of any issued C Shares may diverge significantly from that of the Ordinary Shares between the admission of the C Shares to trading on the Specialist Fund Segment and conversion of the C Shares into Ordinary Shares in accordance with the Articles.

Trading liquidity in any issued C Shares may be lower than in the Ordinary Shares which may affect: (i) a Shareholders' ability to realise some or all of its investment; (ii) the price at which such Shareholder can effect such realisation; and/or (iii) the price at which C Shares trade in the secondary market. Accordingly, Shareholders may be unable to realise their investment in C Shares at Net Asset Value per C Share or at all.

C Shares will represent interests in a pool of assets that is accounted for separately to the remainder of the assets of the Company in respect of which the holders of Ordinary Shares will be interested and therefore Shareholders will not, until conversion, have exposure to the Company's

existing investments and Shareholders' returns will be dependent on the deployment of cash raised in a timely manner.

Dividends will be declared on C Shares only in the event that there is material net income available for distribution to the holders of the C Shares.

## **PART 2: IMPORTANT INFORMATION**

### **1. Introduction**

The Prospectus should be read in its entirety before making any application for New Shares. In assessing an investment in the Company, investors should rely only on the information in the Prospectus. No person has been authorised to give any information or make any representations other than those contained in the 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 Manager, Jefferies 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, and/or a Future Securities Note and Future Summary, neither the delivery of this Prospectus nor any subscription or purchase of New Shares made pursuant to the Securities Note 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 in this Securities Note is correct at any time subsequent to, the date of the Prospectus.

### **2. Responsibility for Information**

The Company and its Directors, whose names appear on pages 16 and 50 of this Securities Note, accept responsibility for the information contained in the Securities Note and the Summary. To the best of the knowledge of the Company and the Directors, the information contained in the Securities Note and the Summary is in accordance with the facts and this Securities Note and the Summary make no omission likely to affect their import.

Except to the extent stated in paragraph 8 of Part 9 (*Additional Information*) of the Registration Document and apart from the liabilities and responsibilities (if any) which may be imposed on the Manager or Jefferies by FSMA or the regulatory regime established thereunder, neither the Manager nor Jefferies makes any representation or warranty, express or implied, or accepts any responsibility whatsoever for the contents of the Securities Note 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 Manager, the New Shares or the Share Issuance Programme. Each of the Manager and Jefferies (and their respective 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 the Prospectus or any such statement.

### **3. Offering Restrictions**

The Prospectus does not constitute an offer to sell, or the solicitation of an offer to subscribe for or buy New Shares in any jurisdiction in which such offer or solicitation is unlawful. The Share Issuance Programme or circulation of the Prospectus may be prohibited in some countries.

The New Shares offered by the Prospectus may not be offered or sold directly or indirectly in or into the United States or to, or for the account or benefit of, any US Persons, except pursuant to an exemption from the registration requirements of the US Securities Act for offers and sales of securities that do not involve any public offering contained in Section 4(a)(2) of the US Securities Act and analogous exemptions under state securities laws. In particular, investors should note that the New 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 the Company has not registered, and does not intend to register, as an investment company under the US Investment Company Act. No offer, purchase, sale or transfer of the New Shares may be made except under circumstances which will not result in the Company being required to register as an investment company under the US Investment Company Act. The New Shares are being offered only to (i) US Persons who are reasonably believed to be QIBs and QPs and who deliver to the Company and Jefferies an Investor Representation Letter and (ii) investors who are not US Persons outside of the United States in "offshore transactions" as defined in and pursuant to Regulation S.

The New Shares are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the US Securities Act and any applicable state or other securities laws, pursuant to registration or an exemption therefrom.



The New Shares have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any other US regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of New Shares or the accuracy or adequacy of this Registration Document. Any representation to the contrary is a criminal offence in the United States. Prospective investors should consider carefully (to the extent relevant to them) the notices to residents of various countries set out immediately below.

#### **4. Notices to Overseas Investors**

The Prospectus has been approved by the FCA as a Prospectus which may be used to offer securities to the public for the purposes of section 85 of FSMA and the Prospectus Regulation. No arrangement has, however, been made with the competent authority in any other jurisdiction for the use of the Prospectus as an approved Prospectus in such jurisdiction and accordingly no public offer is to be made in such jurisdictions. Issue or circulation of the Prospectus may be prohibited in countries other than those in relation to which notices are given below. The Prospectus does not constitute an offer to sell, or the solicitation of an offer to subscribe for or buy, shares in any jurisdiction in which such offer or solicitation is unlawful.

**FOR THE ATTENTION OF PROSPECTIVE INVESTORS IN THE EEA:** In relation to each EEA Member State, no New Shares have been offered or will be offered pursuant to the Share Issuance Programme to the public in that EEA Member State prior to the publication of a prospectus in relation to the New 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 Shares to the public may be made at any time with the prior consent of Jefferies, 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 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 Jefferies, provided that no such offer of New 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 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 New Shares to be offered so as to enable an investor to decide to purchase or subscribe for New Shares.

Notwithstanding any other statement in the Prospectus, the Prospectus should not be made available to any investor domiciled in any EEA Member State unless: (i) the AIFM has confirmed that the AIFM has made the relevant notification or applications in that EEA Member State and is lawfully able to market New Shares into that EEA Member State; or (ii) such investors have received the Prospectus on the basis of an enquiry made at the investor’s own initiative. At the date of the Prospectus, the AIFM has registered the Company to enable the marketing of New Shares to professional investors in the following jurisdictions under Article 42 of the EU AIFM Directive: **The Republic of Ireland and the Netherlands.**

The New Shares may not be marketed to retail investors (as this term is defined in the EU AIFM Directive as transposed in the relevant EEA Member State) in any EEA Member State unless the New Shares have been qualified for marketing to retail investors in that EEA Member State in accordance with applicable local laws. At the date of the Prospectus, the New Shares are not eligible to be marketed to retail investors in any EEA Member State. Accordingly, the New Shares may not be offered, sold or delivered and neither this document nor any other offering materials relating to such New Shares may be distributed or made available to retail investors in any EEA Member State.

**NOTICE TO PROSPECTIVE INVESTORS IN GUERNSEY:** The Prospectus has not been approved or authorised by the Guernsey Financial Services Commission (the “**Commission**”) or by the States of Guernsey.

The Prospectus and any other offering material relating to the New Shares will not be distributed or caused to be distributed directly or indirectly to private investors in the Bailiwick of Guernsey and may only be distributed or circulated directly or indirectly in or from within the Bailiwick of Guernsey, and is being distributed or circulated in or from within the Bailiwick of Guernsey only (i) by persons licensed to do so by the Commission under the Protection of Investors (Bailiwick of Guernsey) Law, 2020 (as amended) (“**POI Law**”); or (ii) by non-Guernsey bodies who (A) carry on such promotion in a manner in which they are permitted to carry on promotion in or from within, and under the law of certain designated countries or territories which, in the opinion of the Commission, afford adequate protection to investors and (B) meet the criteria specified in section 44(1)(c) of the POI Law; or (iii) to persons licensed under the POI Law, the Banking Supervision (Bailiwick of Guernsey) Law, 2020, the Insurance Business (Bailiwick of Guernsey) Law, 2002 or the Regulation of Fiduciaries, Administration Business and Company Directors etc. (Bailiwick of Guernsey) Law, 2020 by non-Guernsey bodies who (A) carry on such promotion in a manner in which they are permitted to carry on promotion in or from within, and under the law of certain designated countries or territories which, in the opinion of the Commission, afford adequate protection to investors and (B) meet the criteria specified in section 44(1)(d) of the POI Law; or (iv) as otherwise permitted by the Commission. This Prospectus is not available in or from within the Bailiwick of Guernsey other than in accordance with this paragraph and must not be relied upon by any person unless received in accordance with this paragraph.

**NOTICE TO PROSPECTIVE INVESTORS IN ISRAEL:** This Prospectus is directed at and intended for investors that fall within at least one category in each of: (1) the First Schedule of the Israeli Securities Law, 1968 (“**Sophisticated Investors**”); and (2) the First Schedule of the Regulation of Investment Advice, Investment Marketing, and Investment Portfolio Management Law, 1995 (accordingly, the “**Israeli Investment Advice Law**” and “**Qualified Clients**”). By receiving this document each prospective investor in Israel hereby declares that they are a Sophisticated Investor and a Qualified Client, that they are aware of the implications of being considered and treated as a Sophisticated Investor and a Qualified Client (including the implications mentioned below), and consent thereto. Any Israeli investor, which is either: (1) not a Sophisticated Investor; or (2) not a Qualified Client – must immediately return this Prospectus to the Company. Accordingly, each prospective investor will be required to make certain representations and undertake that it is purchasing the New Shares for investment purposes only. No action has been or will be taken in Israel that would permit a public offering of the shares or securities in Israel and this Prospectus has not been approved by the Israel Securities Authority. This Prospectus is not intended to serve, and should not be treated as Investment Advice as defined under the Israeli Investment Advice Law. Accordingly, the content of this Prospectus does not replace and should not serve as substitution for Investment Advice services that take into account the special characteristics and needs of each investor.

The Manager does not hold a license and does not have insurance in accordance with the Israeli Investment Advice Law. It is hereby noted that with respect to Qualified Clients, the Manager is not obliged to comply with the following requirements of the Israeli Investment Advice Law: (1) Section 12 – ensuring the compatibility of service to the needs of client; (2) engaging in a written agreement with the client, the content of which is as described in section 13 of the Israeli Investment Advice Law; (3) providing the client with the disclosures under section 14 regarding all matters that are material to a proposed transaction or to the advice given; (4) providing disclosure about “extraordinary risks” as defined under section 18 of the Israeli Investment Advice Law; and (5) maintaining records of advisory/discretionary actions in accordance with the rules set forth in the regulations.

It is the responsibility of any prospective investor wishing to purchase New Shares to satisfy themselves as to the full observance of the laws of Israel in connection with any such purchase, including obtaining any governmental or other consent, if required.

**NOTICE TO PROSPECTIVE INVESTORS IN JERSEY:** New Shares may only be issued pursuant to the Initial Tranche and the Share Issuance Programme where such issue is valid in the United Kingdom or Guernsey. This Prospectus is circulated in Jersey only to persons similar to those to whom, and in a manner similar to that in which, it is for the time being circulated in the United Kingdom or Guernsey as the case may be. Consent under the Control of Borrowing (Jersey) Order 1958 has not been obtained for the circulation of this offer and it must be distinctly understood that the Jersey Financial Services Commission does not accept any responsibility for the financial

soundness of or any representations made in connection with the Company. By accepting this offer each prospective investor in Jersey represents and warrants that he or she is in possession of sufficient information to be able to make a reasonable evaluation of the offer. Subject to certain exemptions (if applicable), offers for securities in the Company may only be distributed and promoted in or from within Jersey by persons with appropriate registration under the Financial Services (Jersey) Law 1998, as amended. Neither the Company nor the activities of any functionary with regard to the Company are subject to the provisions of the Financial Services (Jersey) Law 1998.

**NOTICE TO PROSPECTIVE INVESTORS IN THE UNITED STATES:** The New Shares offered by the Prospectus may not be offered or sold 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 the registration requirements of the US Securities Act for offers and sales of securities that do not involve any public offering contained in Section 4(a)(2) of the US Securities Act and analogous exemptions under state securities laws. In addition, the Company has not been, and will not be, registered under the US Investment Company Act. The Ordinary Shares are being offered only to (i) US Persons who are QIBs and QPs and (ii) investors who are not US Persons outside of the United States in “**offshore transactions**” as defined in and pursuant to Regulation S. The New Shares are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the US Securities Act and any applicable state or other securities laws, pursuant to registration or an exemption therefrom. Furthermore, that the Board may, in its absolute discretion, refuse to register a transfer of any New Shares to a person that it has reason to believe is an employee benefit plan subject to the US Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), a plan subject to Section 4975 of the US Tax Code or a plan that is subject to or similar laws or regulations, that will give rise to an obligation of the Company to register under the US Investment Company Act or preclude the availability of certain exemptions, that will cause the Company or the New Shares to become subject to registration under the US Commodity Exchange Act of 1974, would subject the Manager to registration under that Act or that would give rise to the Company or the Manager becoming subject to any US law or regulation determined to be detrimental to it (any such person being a “**Prohibited US Person**”). The Company may require a person believed to be a Prohibited US Person to provide documentary evidence that it is not such a Prohibited US Person or to sell or transfer the Shares held by it to a person who is qualified to hold the Shares and, if these requirements are not satisfied within 30 days’ notice, the Shares will be deemed to have been forfeited.

## **5. Key Information Document and PRIIPs Regulation**

In accordance with the PRIIPs Regulation, the Manager has prepared a key information document (the “**KID**”) in respect of an investment in the Company. The KID is made available by the Manager to “**retail investors**” prior to them making an investment decision in respect of Shares. Accordingly, the attention of prospective investors is drawn to the KID that is available on the Company’s website at [www.greshamhouse.com/gresham-house-energy-storage-fund-plc](http://www.greshamhouse.com/gresham-house-energy-storage-fund-plc). If you are distributing Shares, it is your responsibility to ensure the KID is provided to any clients that are “retail clients”.

Jefferies is not a manufacturer, and makes no representations, express or implied, or accepts any responsibility whatsoever for the contents of the KID nor accepts any responsibility to update the contents of the KID in accordance with the PRIIPs Regulation, to undertake any review processes in relation thereto or to provide such KID to future distributors of Shares. Each of the Company, the Manager (including in its capacity as AIFM), Jefferies and their respective affiliates accordingly disclaims all and any liability whether arising in tort or contract or otherwise which it or they might have in respect of the KID or any other key information documents. Prospective investors should note that the procedure for calculating the risks, costs and potential returns in the KID are prescribed by laws. The figures in the KID may not reflect actual returns for the Company and anticipated performance returns cannot be guaranteed. However, nothing in this paragraph shall serve to limit or exclude any of the responsibilities and liabilities, if any, which may be imposed on the Company, the Manager (including in its capacity as AIFM), Jefferies and any of their respective affiliates (as applicable) by FSMA or the regulatory regime established thereunder.

## **6. No incorporation of website**

The contents of the Company’s website at [www.greshamhouse.com/gresham-house-energy-storage-fund-plc](http://www.greshamhouse.com/gresham-house-energy-storage-fund-plc) (other than the 2021 Annual Report is located at [11](http://www.greshamhouse.com/gresham-house-</a></p></div><div data-bbox=)

energy-storage-fund-plc) does not form part of the Prospectus. Investors should base their decision to invest on the contents of the Prospectus alone and should consult their professional advisers prior to making an application to subscribe for New Shares.

## **7. Investment considerations**

The contents of the Prospectus or any other communications from the Company, the Manager, Jefferies 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 countries for the purchase, holding, transfer or other disposal of New Shares;
- any foreign exchange restrictions applicable to the purchase, holding, transfer or other disposal of New Shares which they might encounter; and
- the income and other tax consequences which may apply in their own countries as a result of the purchase, holding, transfer or other disposal of New 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 in New Shares.

The Prospectus should be read in its entirety before making any investment in the New Shares. All Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of the provisions of the Articles of Association, which investors should review. A copy of the Articles is available on the Website.

The Prospectus should be read in its entirety before making any investment in the Company.

## **8. Documents for Inspection**

Copies of the following documents will be available for inspection free of charge in electronic format on the Company's website at [www.greshamhouse.com/gresham-house-energy-storage-fund-plc](http://www.greshamhouse.com/gresham-house-energy-storage-fund-plc) from the date of the Prospectus until Admission of the final Tranche pursuant to the Share Issuance Programme:

- the Articles; and
- the Prospectus.

## **9. Information to distributors**

Solely for the purposes of the product governance requirements contained within PROD 3 of the FCA's Product Intervention and Product Governance Sourcebook (the "**Product Governance Requirements**"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the Product Governance Requirements) may otherwise have with respect thereto, the Shares have been subject to a product approval process, which has determined that the 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 COBS 3.5 and 3.6 of the FCA's Conduct of Business Sourcebook, respectively; and (ii) eligible for distribution to retail investors through advised sales only and to professional clients and eligible counterparties through all distribution channels as are permitted by the Product Governance Requirements (the "**Target Market Assessment**").

Notwithstanding the Target Market Assessment, distributors should note that: the price of the New Shares may decline and investors could lose all or part of their investment; the New Shares offer no guaranteed income and no capital protection; and an investment in the New 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 Share Issuance Programme. Furthermore, it is noted that, notwithstanding the Target Market Assessment, the Manager and



Jefferies will only procure investors 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 FCA's Conduct of Business Sourcebook; 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 Shares.

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

The Company is registered as an investment company pursuant to section 833 of the Act and is an investment trust under section 1158 of the CTA. Accordingly (since they are shares in an investment trust), the Shares are excluded securities for the purposes of the FCA's restrictions applying to "non-mainstream investment products".

## **10. Conflicts of Interest**

Jefferies and its affiliates may have engaged in transactions with, and provided various investment banking, sponsor, financial advisory and other services for, the Company, the Manager, the vendors of Further Investments or competitors of the Company (or any of their respective affiliates) for which they would have received fees. Jefferies and its affiliates may provide such services to the Company, then Manager, the vendors of Further Investments or competitors of the Company (and any of their respective affiliates) in the future.

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

## **11. Presentation of information**

### ***Market, economic and industry data***

Where information contained in this Securities Note has been sourced from a third party (including where market, economic and industry data is derived from various industry and other independent sources), the Company and the Directors confirm that such information has been accurately reproduced and, so far as they are aware and are able to ascertain from information published from such sources, no facts have been omitted which would render the reproduced information inaccurate or misleading.

### ***Forward-looking statements***

The Prospectus 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 because they relate to future events and circumstances that may or may not occur. A number of factors cause actual results and developments to differ materially from those indicated in these statements. These factors include, but are not limited to, those described in Part 1 (*Risk Factors*) of this Securities Note and the section in the Registration Document entitled "Risk Factors", which should be read in conjunction with the other cautionary statements that are included in the Prospectus.

Any forward-looking statements in the Prospectus 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 Securities Note. Subject to any obligations under the Disclosure Guidance and Transparency Rules, the Prospectus Regulation Rules and the Market Abuse Regulation, the Company undertakes no obligation publicly to update or review any forward-looking statement whether as a result of new information, future developments or otherwise.

Prospective investors should specifically consider the factors identified in the Prospectus which could cause actual results to differ before making an investment decision.

The actual number of New Shares to be issued pursuant to the Initial Tranche and each subsequent Tranche under the Share Issuance Programme will be determined by, Jefferies and the Company. In such event, the information in the Prospectus should be read in light of the actual number of New Shares to be issued under each Tranche of the Share Issuance Programme.

Nothing in the preceding paragraphs should be taken as limiting the working capital statement in this Securities Note.

### ***Latest Practicable Date***

Unless otherwise indicated, the latest practicable date for the inclusion of information in this Securities Note is at close of business on 24 May 2022.

### ***Definitions***

A list of defined terms used in this Securities Note is set out on pages 62 to 67 of this Securities Note.

## **12. Governing law**

Unless otherwise stated, statements made in the Prospectus are based on the law and practice currently in force in England and are subject to changes therein.



### **PART 3: EXPECTED TIMETABLE**

#### **Initial Tranche**

Initial Placing opens	25 May 2022
Initial Placing closes	3.00 p.m. on 26 May 2022
Announcement of the conditional results of the Initial Tranche	8.00 a.m. on 27 May 2022
Initial Admission and crediting of CREST accounts in respect of the Initial Tranche	8.00 a.m. on 31 May 2022

#### **Further Tranches pursuant to the Share Issuance Programme**

Admission and crediting of CREST accounts in respect of subsequent Tranches	8.00 a.m. on the Business Day on which the New Shares are issued
Share Issuance Programme closes	24 May 2023

The times and dates set out in the expected timetable and mentioned throughout this Securities Note may, in certain circumstances, be adjusted by the Company and Jefferies, in which event details of the new times and dates will be notified, as required, to the FCA and the London Stock Exchange and, where appropriate, Shareholders, and an announcement will be made through a Regulatory Information Service. All references to times in this Securities Note are to London time unless otherwise stated.

## **PART 4: DIRECTORS, MANAGER, DEPOSITARY AND ADVISERS**

### **Directors**

John S. Leggate CBE FREng (Chair)  
Duncan Neale  
Catherine Pitt  
David Stevenson  
All of The Scalpel, 18th Floor, 52 Lime Street, London EC3M 7AF

### **Registered Office of the Company**

The Scalpel, 18th Floor, 52 Lime Street, London, England EC3M 7AF

### **Website of the Company**

[www.greshamhouse.com/gresham-house-energy-storage-fund-plc](http://www.greshamhouse.com/gresham-house-energy-storage-fund-plc)

### **Manager and AIFM**

Gresham House Asset Management Limited  
5 New Street Square  
London EC4A 3TW  
Telephone: +44 (0)20 3837 6270  
E-Mail: [Info@greshamhouse.com](mailto:Info@greshamhouse.com)  
Website: [www.greshamhouse.com](http://www.greshamhouse.com)  
Authorised and Regulated by the Financial Conduct Authority under the Financial Services and Markets Act 2000

### **Administrator and Company Secretary**

JTC (UK) Limited  
The Scalpel, 18th Floor  
52 Lime Street  
London EC3M 7AF  
Website: <https://www.jtcgroup.com/regions/united-kingdom>

### **Depositary**

INDOS Financial Limited  
The Scalpel, 18th Floor  
52 Lime Street  
London EC3M 7AF  
Telephone: +44 (0)203 876 2218  
Website: [www.indosgroup.com](http://www.indosgroup.com)  
Authorised and Regulated by the Financial Conduct Authority under the Financial Services and Markets Act 2000

### **Sole Global Co-ordinator, Bookrunner and Financial Adviser**

Jefferies International Limited  
100 Bishopsgate  
London EC2N 4JL  
Telephone: +44(0) 20 7029 8000  
Website: [www.jefferies.com](http://www.jefferies.com)  
Authorised and Regulated by the Financial Conduct Authority under the Financial Services and Markets Act 2000

### **Legal Advisers to the Company**

Eversheds Sutherland (International) LLP  
One Wood Street  
London EC2V 7WS

### **Legal Advisers to Jefferies**

Travers Smith LLP  
10 Snow Hill  
London EC1A 2AL

**Auditor**

BDO LLP  
55 Baker Street  
London W1U 7EU

**Registrar**

Computershare Investor Services PLC  
The Pavilions  
Bridgwater Road  
Bristol BS13 8AE

**Investment Valuer**

Grant Thornton UK LLP  
30 Finsbury Square  
London EC2A 1AG

**Reporting Accountant**

Grant Thornton UK LLP  
30 Finsbury Square  
London EC2A 1AG

## **PART 5: SHARE ISSUANCE PROGRAMME**

### **1. Introduction**

The Company intends to issue up to 400 million New Shares in aggregate pursuant to the Share Issuance Programme in Tranches over a 12 month period. In order to allow the Company to build on its leading market share and significantly increase the size of its Portfolio to take advantage of the compelling market opportunity for battery energy storage system projects, the Company has launched an initial placing to institutional investors (the “**Initial Placing**”) to raise approximately £150 million through an issue of New Ordinary Shares at a price of 145 pence per Ordinary Share (the “**Issue Price**”). New Ordinary Shares issued under the Initial Placing will not be entitled to the dividend with respect to the quarterly period ended 31 March 2022 (to be payable on 27 May 2022) but will be entitled to the dividend with respect to the quarterly period ended 30 June 2022 which is expected to be declared in August 2022. Further details of the Company’s pipeline can be found in Part 5 (*Portfolio, Pipeline and Valuations*) of the Registration Document.

The Share Issuance Programme is flexible and may have a number of closing dates in order to provide the Company with the ability to issue New Shares in Tranches on appropriate occasions over a period of time. Each subsequent Tranche will comprise a placing with the potential to include an offer for subscription on similar terms (aside from the issue price) to the Initial Placing and/or an open offer.

The Company anticipates that the Net Issue Proceeds from the Initial Placing and drawings from the Company’s available debt facilities will fund the majority of the Existing Pipeline. Net Issue Proceeds from Subsequent Issues of New Shares under the Share Issuance Programme will be applied to the New Pipeline, alongside drawings from the Company’s debt facilities, together with any incremental investment required for the Existing Pipeline.

The Directors believe that the Share Issuance Programme will benefit the Company by: (i) enabling it to take advantage of current and future investment opportunities thereby diversifying its Portfolio; (ii) increasing the scope for institutional investment in the Company; (iii) improving the secondary market liquidity of the Ordinary Shares; (iv) reducing the Company’s ongoing expense ratio due to the economy of scale of the Company; (v) facilitate the issuance of New Shares at a premium to NAV which is NAV accretive to existing Shareholders; and (vi) respond quickly to market demand which may be advantageous in the current climate.

### **2. Amount of proceeds and costs and commissions**

The total Net Issue Proceeds of the Share Issuance Programme will depend on the number of New Shares issued throughout the Share Issuance Programme, the issue price of such New Shares and the aggregate costs and commissions for each Tranche. However, by way of illustration, assuming that all 400 million New Shares available for issue under the Share Issuance Programme (which is also the maximum number of New Shares available for issue under the Initial Tranche) are issued at an average issue price of 145 pence per Share with aggregate costs and commissions of £11.6 million, the total Net Issue Proceeds under the Share Issuance Programme would be £568.4 million.

The costs and commissions of each Tranche will be met out of the Gross Issue Proceeds of the relevant Tranche.

### **3. The Share Issuance Programme**

The Share Issuance Programme was announced on 25 May 2022 and will close on 24 May 2023 (or any earlier date on which it is fully subscribed). The maximum number of New Shares to be issued pursuant to the Share Issuance Programme is 400 million.

In respect of the Initial Tranche, the Initial Placing opens on 25 May 2022 and is expected to close on 26 May 2022. The issue of New Shares under the Share Issuance Programme is not being underwritten. The issue of New Shares under the Share Issuance Programme is at the discretion of the Directors. Issuance may take place at any time prior to: (i) the final closing date of 24 May 2023; or (ii) such earlier date as all New Shares the subject of the Share Issuance Programme are issued.

Where a new Tranche includes an offer component, the Company may publish a Future Securities Note (which, among other things, will set out the terms and conditions of the relevant offer) and a Future Summary, to the extent that it is required by the Prospectus Regulation.

In the event that there are any significant changes affecting any of the matters described in this Securities Note or where any significant new matters have arisen after the publication of the Prospectus and prior to an Admission of a Tranche of New Shares to be issued pursuant to the Share Issuance Programme, the Company will publish a supplementary prospectus or a Future Securities Note. Any supplementary prospectus or Future Securities Note published will give details of the significant change(s) or the significant new matter(s).

It is anticipated that dealings in the New Shares will commence no more than two Business Days after the trade date for each issue of New Shares. Whilst it is expected that all New Shares issued pursuant to a particular Tranche will be issued in uncertificated form, if any New Shares are issued in certificated form it is expected that share certificates would be despatched approximately two weeks after Admission of the relevant Tranche. No temporary documents of title will be issued.

New Ordinary Shares issued pursuant to the Share Issuance Programme or on conversion of C Shares issued pursuant to the Share Issuance Programme will rank *pari passu* with the existing 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 Shares). For the avoidance of doubt, New Shares issued under the Initial Tranche will not be entitled to the dividend with respect to the quarterly period ended 31 March 2022 (to be payable on 27 May 2022), but will be entitled to the dividend with respect to the quarterly period ended 30 June 2022 which is expected to be declared in August 2022.

The Share Issuance Programme will be suspended at any time when the Company is unable to issue New Shares pursuant to the Share Issuance Programme under any statutory provision or other regulation applicable to the Company or otherwise at the Directors' discretion. The Share Issuance Programme may resume when such conditions cease to exist, subject always to the final closing date of the Share Issuance Programme being no later than 24 May 2023.

#### **4. Allocations and issues under the Share Issuance Programme**

Allocations of the New Shares under the Share Issuance Programme will be determined at the discretion of the Directors (in consultation with Jefferies and the Manager), who will determine in respect of any particular Tranche: (a) whether that Tranche will be undertaken by way of an offer for subscription, placing or open offer (or any combination thereof); (b) the opening and closing dates of that Tranche; (c) the price at which New Ordinary Shares to be issued in that Tranche will be issued; and (d) the basis for allocation of New Shares issued pursuant to that Tranche.

If subscriptions under the Initial Placing or Subsequent Issues, as applicable, exceed the maximum number of New Shares available, Jefferies and the Company jointly will scale back subscriptions at their discretion.

The number of New Shares of a Tranche can be up to the maximum amount of New Shares remaining available under the Share Issuance Programme at the relevant point in time (taking account of the number of New Shares issued under the Initial Tranche and any prior Tranche). However, the exact size and frequency of each Tranche and of each placing, offer for subscription and open offer, will be determined jointly by the Company and Jefferies. The maximum number of New Shares under the Share Issuance Programme should not be taken as an indication of the number of the New Shares finally to be issued, which will depend on the timing and size of future acquisitions of the Company.

#### **5. Price**

The Directors (in consultation with Jefferies and the Manager) will determine the issue price in respect of each Tranche. In making their determination, the Directors will follow the following principles:

- (a) the price per share in respect of New Ordinary Shares comprised in any Tranche will be calculated by reference to: (i) the higher of the last reported Net Asset Value per share and any publicly announced NAV guidance at the time of the relevant allotment, together with a premium intended to cover, but not to be limited to, the direct costs and expenses of that

Tranche (the “**Minimum Price**”); and (ii) the prevailing market price of the shares at the time that the issue is announced (the “**Maximum Price**”). The price per share in respect of New Ordinary Shares comprised in any Tranche will never be lower than the Minimum Price and will never be higher than the Maximum Price. The price per share in respect of C Shares comprised in any Tranche will be £1 per C Share;

- (b) no New Ordinary Shares will be issued at a discount to the prevailing Net Asset Value per Ordinary Share at the time of the relevant allotment;
- (c) the Company will not issue any New Ordinary Shares at a discount of 10 per cent. or more to the middle market price of Shares of the same class at the relevant time without further Shareholder approval by way of an ordinary resolution; and
- (d) the Directors will have regard to the potential impact of the Share Issuance Programme on the payment of dividends to Shareholders, with the intention that the Share Issuance Programme should not result in any material dilution of the dividends per Ordinary Share that the Company may be able to pay.

The price for any Tranche may be a fixed price (which shall include any subsequent Tranche that comprises an offer) or by such other method as is determined by the Directors (in consultation with Jefferies and the Manager).

New Ordinary Shares issued under the Initial Tranche are to be issued at the issue price of 145 pence each. The New Ordinary Shares issued under the Initial Tranche will not be entitled to receive the Company’s quarterly dividend for the period ended 31 March 2022 (to be payable on 27 May 2022), but will be entitled to the dividend with respect to the quarterly period ended 30 June 2022 which is expected to be declared in August 2022.

## **6. Conditions**

The issuance of each Tranche of New Shares pursuant to the Share Issuance Programme is conditional upon among other things:

- (a) the price of the New Shares to be issued in respect of the relevant Tranche being determined by the Directors as described above;
- (b) Admission occurring in respect of the relevant Tranche;
- (c) the Issue Agreement becoming otherwise unconditional in respect of the relevant Tranche, and not being terminated in accordance with its terms, in each case before Admission of the relevant Tranche of New Shares becomes effective; and
- (d) if a supplementary prospectus is required to be published in accordance with FSMA, such supplementary prospectus being approved by the FCA and published by the Company in accordance with the Prospectus Regulation Rules.

If any of these conditions are not met, the relevant issue of New Shares pursuant to the Share Issuance Programme will not proceed.

There is no minimum amount required to be raised under the Share Issuance Programme in order for the Share Issuance Programme or the issue of any Tranche to proceed.

## **7. The Initial Placing and Subsequent Placings**

The Company, the Manager and Jefferies have entered into the Issue Agreement, pursuant to which Jefferies has agreed, subject to certain conditions, to use its reasonable endeavours to procure Places for the New Ordinary Shares made available in the Initial Placing and/or New Shares made available in any Subsequent Placing (as applicable).

New Shares made available in the Initial Placing or Subsequent Placings may only be acquired by Places that are: (i) US Persons who are QIBs and QPs; and (ii) investors who are not US Persons outside of the United States in “offshore transactions” as defined in and pursuant to Regulation S. New Shares may not be offered or sold to investors in the United States or to, or for the benefit of, US Persons, except pursuant to an exemption from the registration requirements of the US Securities Act for offers and sales of securities that do not involve any public offering contained in Section 4(a)(2) of the US Securities Act and analogous exemptions under state securities laws.



The terms and conditions of the Initial Placing and Subsequent Placings are set out in Part 6 (*Terms and Conditions of the Initial Placing and Subsequent Placings under the Share Issuance Programme*) of this Securities Note. These terms and conditions should be read carefully before a commitment is made.

Placees will receive a contract note following closing of the Initial Placing and prior to Initial Admission of the Ordinary Shares notifying them of the number of New Ordinary Shares they will receive. Dealings in the New Ordinary Shares issued pursuant to the Initial Placing will not be permitted prior to Initial Admission.

Further details of the terms of the Issue Agreement, including the fees payable to Jefferies, are detailed in paragraph 6.4 of Part 9 (*Additional Information*) of the Registration Document.

## **8. Subsequent Offers for Subscription**

The terms and conditions of application under any Subsequent Offers for Subscription are set out in Part 7 (*Terms and Conditions of Subsequent Offers for Subscription*) of this Securities Note. An application form to apply for Ordinary Shares under any Subsequent Offer for Subscription ("**Application Form**") is set out at the end of this Securities Note. The terms and conditions 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 doubt about the contents of the Prospectus.

Applications under any Subsequent Offer for Subscription must be for a minimum subscription amount of £1,000.

## **9. Closing Date and Admissions**

Subject to those matters on which the Share Issuance Programme is conditional, the Board, with the consent of Jefferies, may bring forward or postpone the closing date for the Share Issuance Programme and/or the Initial Tranche.

The results of the Initial Tranche are expected to be announced on 27 May 2022 via a Regulatory Information Service and the results of any Tranches of New Shares pursuant to the Share Issuance Programme will also be announced via a Regulatory Information Service in the same manner.

CREST accounts will be credited on the date of Initial Admission. Pending receipt by Shareholders of definitive share certificates, if issued, the Registrar will certify any instruments of transfer against the register of members. Dealings in the New Shares issued pursuant to an issue of New Shares under the Share Issuance Programme will not be permitted prior to the relevant Admission.

## **10. Applications and Withdrawals**

To the extent that any application for subscription under the Share Issuance Programme is rejected in whole or in part, or the Board determines in its absolute discretion that the Share Issuance Programme should not proceed, monies received will be returned to each relevant applicant at its risk and without interest.

Multiple applications or suspected multiple applications on behalf of a single client are liable to be rejected.

Subject to their statutory right of withdrawal pursuant to Article 23(2) of the Prospectus Regulation in the event of the publication of a supplementary prospectus, applicants may not withdraw their applications for New Shares.

In the event that the Company is required to publish a supplementary prospectus prior to any Admission, applicants who have applied for New Shares shall have at least two clear Business Days following the publication of the relevant supplementary prospectus within which to withdraw in its entirety their offer to acquire New Shares in the relevant Tranche. The right to withdraw an application to acquire New Shares in the relevant Tranche in these circumstances will be available to all investors in the relevant Tranche. If the application is not withdrawn within the stipulated period, any offer to apply for New Shares in the relevant Tranche will remain valid and binding.

## **11. Overseas investors**

The attention of persons resident outside the UK is drawn to the notices to investors set out on pages 9 to 11 of this Securities Note that set out restrictions on the holding of New Shares by such persons in certain jurisdictions.

## **12. Dealing arrangements**

Application will be made for the New Shares to be admitted to trading on the Specialist Fund Segment. It is expected that Initial Admission will become effective, and that dealings in the New Shares will commence, at 8.00 a.m. on 31 May 2022.

The ISIN for the New Ordinary Shares is GB00BFX3K770, and the SEDOL is BFX3K77. The ISIN of any tranche of C Shares that may be issued under the Share Issuance Programme is not known at the date of the Prospectus and will be announced by way of RIS at the appropriate time. The currency of the New Shares is pounds Sterling.

## **13. Settlement**

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 Jefferies. To the extent that any subscription or application for New Shares is rejected in whole or part, monies will be returned to the applicant without interest.

## **14. CREST**

CREST is a paperless settlement procedure enabling securities to be transferred from one person's CREST account to another without the need to use share certificates or written instruments of transfer. The Articles permit the holding of Shares under the CREST system and the Company has applied for the New Shares to be admitted to CREST with effect from Admission of the relevant Tranche. Accordingly, settlement of transactions in the New Shares following Admission of the relevant Tranche may take place within the CREST system if any Shareholder so wishes (provided that the New Shares are not in certificated form).

CREST is a voluntary system and, upon the specific request of a Shareholder, the Shares of that Shareholder which are being held under the CREST system may be exchanged, in whole or in part, for share certificates.

If a Shareholder or transferee requests New Shares to be issued in certificated form, a share certificate will be despatched either to them or their nominated agent (at their own risk) within 21 days of completion of the registration process or transfer, as the case may be, of the New Shares.

Shareholders who are non-US Persons holding definitive certificates may elect at a later date to hold their New Shares through CREST in uncertificated form, provided that they surrender their definitive certificates.

## **15. Money laundering**

Pursuant to anti-money laundering laws and regulations with which the Company must comply in the UK, any of the Company and its agents, including the Administrator and Company Secretary, the Registrar, the Manager and Jefferies may require evidence in connection with any subscription or application for New Shares, including further identification of the applicant(s), before any New Shares are issued.

Each of the Company and its agents, including the Administrator and Company Secretary, the Registrar, the Manager and Jefferies reserves the right to request such information as is necessary to verify the identity of a Shareholder or prospective Shareholder and (if any) the underlying beneficial owner or prospective beneficial owner of a Shareholder's New Shares. In the event of delay or failure by the Shareholder or prospective Shareholder to produce any information required for verification purposes, the Board, in consultation with any of the Company's agents, including the Administrator and Company Secretary, the Registrar, the Manager and Jefferies, may refuse to accept a subscription or application for New Shares, or may refuse the transfer of Shares held by any such Shareholder.

## **PART 6: TERMS AND CONDITIONS OF THE INITIAL PLACING AND SUBSEQUENT PLACINGS UNDER THE SHARE ISSUANCE PROGRAMME**

### **1. Introduction**

- 1.1 Each Placee which confirms its agreement (whether orally or in writing) to Jefferies to subscribe for New Shares under the Initial Placing or any Subsequent Placing pursuant to the Share Issuance Programme (each a “**Placing**”) will be bound by these terms and conditions and will be deemed to have accepted them.
- 1.2 The Company, the Manager and/or Jefferies 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 of this Part 6 (*Terms and Conditions of the Initial Placing and Subsequent Placings under the Share Issuance Programme*) will, where applicable, be deemed to be incorporated into that Placing Letter. Each Placee that is an US Person will also be asked to enter into the Investor Representation Letter as further described in paragraph 6 of this Part 6 (*Terms and Conditions of the Initial Placing and Subsequent Placings under the Share Issuance Programme*). Any other Placee may also be asked to enter into any other documentation that each of the Company, the Manager and Jefferies may require to comply with any applicable securities laws.

### **2. Agreement to subscribe for New Ordinary Shares in the Initial Placing**

Conditional on among other things: (i) Initial Admission occurring and becoming effective by 8.00 a.m. (London time) on or prior to 31 May 2022 (or such later time and/or date, not being later than 30 June 2022, as the Company, the Manager and Jefferies may agree); (ii) the Issue Agreement becoming unconditional in all respects (other than in respect of any condition regarding Initial Admission) and not having been terminated on or before 31 May 2022 (or such later date, not being later than 30 June 2022, as the Company, the Manager and Jefferies may agree); and (iii) Jefferies confirming to the Placees their allocation of New Ordinary Shares, a Placee agrees to become a member of the Company and agrees to subscribe for or acquire those New Ordinary Shares allocated to it by Jefferies at the Issue Price. 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. Agreement to subscribe for New Shares in Subsequent Placings**

Conditional on among other things: (i) the relevant Admission occurring and becoming effective by 8.00 a.m. (London time) on the Business Day on which the relevant New Shares are issued; (ii) the Issue Agreement becoming unconditional in all respects and not having been terminated on or before the relevant Admission of the New Shares; and (iii) Jefferies confirming to the Placees their allocation of the relevant New Shares, in each case as applicable to the Subsequent Placing in question, a Placee agrees to become a member of the Company and agrees to subscribe for or acquire those New Shares allocated to it by Jefferies at the relevant issue price. 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.

### **4. Payment for New Shares**

Each Placee undertakes to pay in full the relevant issue price for the New Shares issued to the Placee in the manner and by the time directed by Jefferies. If any Placee fails to pay as so directed and/or by the time required, the relevant Placee shall be deemed hereby to have irrevocably and unconditionally appointed Jefferies or any nominee of Jefferies as its agent to use its reasonable endeavours to sell (in one or more transactions) any or all of the New Shares in respect of which payment shall not have been made as directed, and to indemnify Jefferies and its respective affiliates on demand in respect of any liability for stamp duty and/or stamp duty reserve tax or any other liability whatsoever arising in respect of any such sale or sales.

A sale of all or any of such New Shares shall not release the relevant Placee from the obligation to make such payment for New Shares to the extent that Jefferies or its nominee has failed to sell such New Shares at a consideration which, after deduction of the expenses of such sale and

payment of stamp duty and/or stamp duty reserve tax as aforementioned, is equal to or exceeds the relevant issue price.

## 5. Representations and Warranties

By agreeing to subscribe for or acquire New Shares, at the Initial Placing or any Subsequent Placing, each Placee which enters into a commitment to subscribe for New Shares will (for itself and any person(s) procured by it to subscribe for or acquire New Shares and any nominee(s) for any such person(s)) be deemed to agree, represent and warrant to each of the Company, the Manager, the Registrar and Jefferies that:

- (a) in agreeing to subscribe for or acquire New Shares under the relevant Placing, it is relying solely on the Prospectus and any supplementary prospectus issued by the Company and not on any other information given, or representation or statement made at any time, by any person concerning the Company or the relevant Placing. It agrees that none of the Company, the Manager, the Registrar or Jefferies, nor any of their respective officers, agents or employees or affiliates will have any liability for any other information or representation. It irrevocably and unconditionally waives any rights it may have against such persons in respect of any other information or representation;
- (b) the content of the Prospectus is exclusively the responsibility of the Company and its Board and to the extent stated in paragraph 8 of Part 9 (*Additional Information*) of the Registration Document, the Manager and apart from the liabilities and responsibilities, if any, which may be imposed on Jefferies by FSMA or under any regulatory regime, neither Jefferies 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 for any other statement made or purported to be made by it or on its or their behalf in connection with the Company, the New Shares or the Initial Tranche;
- (c) if: (i) it is a US Person, it is a QIB that is also a QP, and has acknowledged and complied with all of the requirements set forth in section 6 below, including the delivery of a signed Investor Representation Letter to the Company and Jefferies; and/or (ii) if it is not a US Person, that (A) the Ordinary Shares have not been or will be registered under the US Securities Act and are being offered outside the United States in compliance with Regulation S and that it is purchasing such Shares outside the United States in compliance with such regulations; (B) it understands and acknowledges that the Company has not registered, and does not intend to register, as an investment company under the US Investment Company Act and the Shares may only be transferred under circumstances which will not result in the Company being required to register under the US Investment Company Act; and (C) that, in each case, it agrees to sell, transfer, assign, pledge or otherwise dispose of the Shares in "offshore transactions" as defined in and in compliance with Regulation S (which includes, for the avoidance of doubt, any *bona fide* sale on the Main Market) or in transactions that are exempt from registration under the US Securities Act and do not require the Company to register under the US Investment Company Act;
- (d) if the laws of any territory or jurisdiction outside the UK are applicable to its agreement to subscribe for or acquire New Shares under the relevant Placing, it warrants that it has read the notices to overseas investors contained in the Prospectus or any supplemental prospectus (as applicable), has complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with its application in any such territory or jurisdiction and that it has not taken any action or omitted to take any action which will or might reasonably be expected to result in the Company, the Manager, the Registrar or Jefferies 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 UK in connection with the relevant Placing;
- (e) it has received, carefully read and understands the Prospectus and any supplementary prospectus and has had the opportunity to read the Key Information Document each in its entirety and acknowledges that it shall be deemed to have notice of all information and representations contained in the Prospectus, any supplementary prospectus and the

Key Information Document and is acquiring New Shares on the terms and subject to the conditions set out in this Part 6 (*Terms and Conditions of the Initial Placing and Subsequent Placings under the Share Issuance Programme*) and in the contract note or oral or email placing confirmation, as applicable (a “**Contract Note**” or “**Placing Confirmation**”) and the Placing Letter (if any) and the Articles as in force at the date of Admission) and agrees that in accepting a participation in a Placing it has had access to all information it believes necessary or appropriate in connection with its decision to subscribe for the New Shares;

- (f) it has not relied on Jefferies, or any person affiliated with Jefferies in connection with any investigation of the accuracy of any information contained in the Prospectus;
- (g) the content of the Prospectus and any supplementary prospectus is exclusively the responsibility of the Company and its Directors and to the extent stated in paragraph 8 of Part 9 (*Additional Information*) of the Registration Document, the Manager and neither Jefferies, the Manager, the Registrar, nor any person acting on their behalf nor any of their affiliates are responsible for or shall have any liability for any information, representation or statement contained in the Prospectus (and any such supplementary prospectus issued by the Company) or any information previously published by or on behalf of the Company and will not be liable for any decision by a Placee to participate in a Placing based on any information, representation or statement contained in the Prospectus or otherwise. However, nothing in this paragraph shall serve to limit or exclude any of the responsibilities and liabilities, if any, which may be imposed on Jefferies by FSMA or the regulatory regime established thereunder;
- (h) 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 New Shares and it is not acting on a non-discretionary basis for any such person;
- (i) it agrees that, having had the opportunity to read the Prospectus and any supplementary prospectus, it shall be deemed to have had notice of all information and representations contained in the Prospectus and any supplementary prospectus, that it is acquiring New Shares solely on the basis of the Prospectus and any supplementary prospectus and no other information and that in accepting a participation in the relevant Placing it has had access to all information it believes necessary or appropriate in connection with its decision to subscribe for or acquire New Shares;
- (j) it has the power and authority to subscribe for New Shares and to execute and deliver all documents necessary for such subscription;
- (k) it acknowledges that no person is authorised in connection with the relevant Placing to give any information or make any representation other than as contained in the Prospectus and any supplementary prospectus and, if given or made, any information or representation must not be relied upon as having been authorised by Jefferies, the Company, or the Manager or the Registrar;
- (l) 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;
- (m) it accepts that none of the New Shares have been or will be registered under the laws of any Excluded Territory. Accordingly, the New Shares may not be offered, sold or delivered, directly or indirectly, within any Excluded Territory;
- (n) the price per New Share in respect of the Initial Tranche is fixed at the Issue Price and is payable to Jefferies on behalf of the Company in accordance with the terms of this Part 6 (*Terms and Conditions of the Initial Placing and Subsequent Placings under the Share Issuance Programme*) and, as applicable, in the Contract Note or Placing Confirmation and the Placing Letter (if any);



- (o) it has the funds available to pay in full for the New Shares for which it has agreed to subscribe and that it will pay the total subscription in accordance with the terms set out in this Part 6 (*Terms and Conditions of the Initial Placing and Subsequent Placings under the Share Issuance Programme*) and, as applicable, as set out in the Contract Note or Placing confirmation and the Placing Letter (if any) on the due time and date;
- (p) its commitment to acquire New Shares will be agreed orally or in writing (which shall include by email) with Jefferies as agent for the Company and that a Contract Note or Placing Confirmation will be issued by Jefferies as soon as possible thereafter. That oral or written agreement will constitute an irrevocable, legally binding commitment upon that person (who at that point will become a Placee) in favour of the Company and Jefferies to subscribe for the number of New Shares allocated to it at the Issue Price in respect of the Initial Placing or the applicable price to apply to each Tranche in respect of a Subsequent Placing (as applicable) on the terms and conditions set out in this Part 6 (*Terms and Conditions of the Initial Placing and Subsequent Placings under the Share Issuance Programme*) and, as applicable, in the Contract Note or Placing Confirmation and the Placing Letter (if any) and in accordance with the Articles in force as at the date of Initial Admission or the relevant Admission (as applicable). Except with the consent of Jefferies such oral or written commitment will not be capable of variation or revocation after the time at which it is made;
- (q) its allocation of New Shares will be evidenced by Contract Note or Placing Confirmation, as applicable, confirming: (i) the number of New Shares that such Placee has agreed to acquire; (ii) the aggregate amount that such Placee will be required to pay for such New Shares; and (iii) settlement instructions to pay Jefferies as agent for the Company. The terms of this Part 6 (*Terms and Conditions of the Initial Placing and Subsequent Placings under the Share Issuance Programme*) will be deemed to be incorporated into that Contract Note or Placing Confirmation;
- (r) settlement of transactions in the New Shares following Initial Admission or otherwise the relevant Admission (as applicable), will take place in CREST but Jefferies reserves the right in its absolute discretion to require settlement in certificated form if, in its opinion, delivery or settlement is not possible or practicable within the CREST system within the timescales previously notified to the Placee (whether orally, in the Contract Note or Placing Confirmation, in the Placing Letter or otherwise) or would not be consistent with the regulatory requirements in any Placee's jurisdiction;
- (s) none of the New Shares have been or will be registered under the laws of any member state of the EEA (other than the Republic of Ireland and the Netherlands), the United States, Canada, Japan, Australia, the Republic of South Africa or any other jurisdiction where the extension or availability of a Placing would breach any applicable law. Accordingly, the New Shares may not be offered, sold, issued or delivered, directly or indirectly, within any of the following: any Member State (other than Ireland and Sweden), the United States, Canada, Japan, Australia, the Republic of South Africa or any other jurisdiction where the extension or availability of a Placing would breach any applicable law unless an exemption from any registration requirement is available;
- (t) it: (i) is entitled to subscribe for the New 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 New 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;
- (u) if it is within the UK, it is: (i) a qualified investor within the meaning of Section 86(d) of the FSMA; and (ii) a person who falls within Articles 49(2)(a) to (d), 19(1) or 19(5) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 or is a person to whom the New Shares may otherwise lawfully be offered whether under such Order or otherwise; or (iii) if it is receiving the offer in circumstances under which the laws or regulations of a jurisdiction other than the UK would apply, that it is a person to whom the New Shares may be lawfully offered under that other jurisdiction's laws and regulations;



- (v) if it is resident in the EEA, it is a qualified investor within the meaning of the EU Prospectus Regulation and a professional investor within the meaning of the EU AIFM Directive;
- (w) if it is acting as a “distributor” (for the purposes of the Product Governance Requirements):
  - (i) it acknowledges that the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of the FCA’s Conduct of Business Sourcebook; 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 Shares and each distributor is responsible for undertaking its own target market assessment in respect of the New Shares and determining appropriate distribution channels;
  - (ii) notwithstanding any Target Market Assessment, it confirms that, other than where it is providing an execution-only service to investors, it has satisfied itself as to the appropriate knowledge, experience, financing situation, risk tolerance and objectives and needs of the investors to whom it plans to distribute the New Shares and that it has considered the compatibility of the risk/reward profile of such New Shares with the end target market; and
  - (iii) it acknowledges that the price of the New Shares may decline and investors could lose all or part of their investment; the New Shares offer no guaranteed income and no capital protection; and an investment in the New 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;
- (x) in the case of any New Shares acquired by a Placee as a financial intermediary within the meaning of Article 5(1) of the Prospectus Regulation: (i) the New Shares acquired by it in the relevant Placing have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in the UK or any relevant EU Member State other than qualified investors, as that term is defined in the Prospectus Regulation as the EU Prospectus Regulation (as applicable), or in circumstances in which the prior consent of Jefferies has been given to the offer or resale; or (ii) where New Shares have been acquired by it on behalf of persons in the UK or any relevant EU Member State other than qualified investors, the offer of those Ordinary Shares to it is not treated under the Prospectus Regulation as the EU Prospectus Regulation (as applicable) as having been made to such persons;
- (y) if it is outside the UK, the Prospectus, and any supplementary prospectus or any other offering, marketing or other material in connection with the relevant Placing does not constitute an invitation, offer or promotion to, or arrangement with, it or any person whom it is procuring to subscribe for or acquire New Shares pursuant to the relevant Placing unless, in the relevant territory, such offer, invitation, promotion 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 New 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;
- (z) if the Placee is a natural person, such Placee is not under the age of majority (18 years of age in the UK) on the date of such Placee’s agreement to subscribe for New Shares and will not be any such person on the date that such subscription is accepted;
- (aa) (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 the FSMA) relating to the New Shares only in circumstances in which section 21(1) of the FSMA does not require approval of the communication by an authorised person; and (ii) that no Placing document is being issued by Jefferies in its capacity as an authorised person under section 21 of the FSMA

and the Placing documents may not therefore be subject to the controls which would apply if the Placing documents were made or approved as financial promotion by an authorised person;

- (bb) it is aware of and acknowledges that it is required to comply with all applicable provisions of the FSMA with respect to anything done by it in relation to, in, from or otherwise involving, the UK;
- (cc) it is aware of the obligations regarding insider dealing in the Criminal Justice Act 1993, the Market Abuse Regulation and the Proceeds of Crime Act 2002 and confirms that it has and will continue to comply with those obligations;
- (dd) 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;
- (ee) no action has been taken or will be taken in any jurisdiction other than the UK that would permit a public offering of the New Shares or possession of the Prospectus (and any supplementary prospectus issued by the Company), in any country or jurisdiction where action for that purpose is required;
- (ff) it acknowledges that neither Jefferies nor any of its respective 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 relevant Placing or providing any advice in relation to the relevant Placing and participation in the relevant Placing is on the basis that it is not and will not be a client of Jefferies or any of its affiliates and that Jefferies and any of its affiliates do not have any duties or responsibilities to it for providing protection afforded to its clients or for providing advice in relation to the relevant Placing nor in respect of any representations, warranties, undertaking or indemnities contained in any Placing Letter;
- (gg) that, save in the event of fraud on the part of Jefferies, none of Jefferies, its ultimate holding companies, any direct or indirect subsidiary undertakings of such holding company, any of its or their respective directors, members, partners, officers and employees shall be responsible or liable to a Placee or any of its clients for any matter arising out of Jefferies' role as sole global co-ordinator, bookrunner, financial adviser or otherwise in connection with the relevant Placing and that where any such responsibility or liability nevertheless arises as a matter of law, the Placee and, if relevant, its clients, will immediately and irrevocably waive any claim against any of such persons which the Placee or any of its clients may have in respect thereof. However, nothing in this paragraph shall serve to limit or exclude any of the responsibilities and liabilities, if any, which may be imposed on Jefferies by FSMA or the regulatory regime established thereunder;
- (hh) it acknowledges that where it is subscribing for or acquiring New Shares for one or more managed, discretionary or advisory accounts, it is authorised in writing for each such account: (i) to subscribe for or acquire the New Shares for each such account; (ii) to make on each such account's behalf the representations, warranties and agreements set out in the Prospectus and any supplementary prospectus; and (iii) to receive on behalf of each such account any documentation relating to the relevant Placing in the form provided by the Company and/or Jefferies (as the case maybe). It agrees that the provision of this paragraph shall survive any resale of the New Shares by or on behalf of any such account;
- (ii) it irrevocably appoints any Director and/or any director of Jefferies or duly authorised employee or agent of Jefferies 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 or acquisition of all or any of the New Shares for which it has given a commitment under the relevant Placing, in the event of its own failure to do so;
- (jj) it accepts that if the relevant Placing does not proceed or the conditions to the Issue Agreement in respect of the relevant Placing are not satisfied or the New Shares for which valid applications are received and accepted are not admitted to trading on the Specialist Fund Segment for any reason whatsoever then none of the Company, the

Manager, Jefferies 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;

- (kk) in connection with its participation in the relevant Placing it has observed all relevant legislation and regulations, in particular (but without limitation) those relating to money laundering and countering terrorist financing (“**Money Laundering Legislation**”) and that its application is only made on the basis that it accepts full responsibility for any requirement to identify and verify the identity of its clients and other persons in respect of whom it has applied. In addition, it warrants that it is a person: (i) subject to the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 in force in the UK; (ii) subject to the UK version of Money Laundering Directive (2015/849/EC of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing) (iii) subject to the Money Laundering Regulations 2017, the Proceeds of Crime Act 2002 and the Terrorism Act 2000, in each case, as amended or (iv) as it forms part of the law of England and Wales by virtue of the EUWA, as amended by UK legislation from time to time; acting in the course of a business in relation to which an overseas regulatory authority exercises regulatory functions and is based or incorporated in, or formed under the law of, a country in which there are in force provisions at least equivalent to those required by the Money Laundering Legislation;
- (ll) it agrees that, due to anti-money laundering and the countering of terrorist financing requirements, Jefferies and/or the Company 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 that, in the event of delay or failure by the Placee to produce any information required for verification purposes, Jefferies and/or the Company may refuse to accept the application and the subscription monies relating thereto. It holds harmless and will indemnify Jefferies and/or the Company against any liability, loss or cost ensuing due to the failure to process this application, if such information as has been required has not been provided by it or has not been provided on a timely basis;
- (mm) it acknowledges that it has been informed that its personal data provided and/or collected in connection with its holding of New Shares will be processed by the Company as controller (the “**Controller**”) and processed by the Registrar as processor and processed by the Manager as independent controller (the “**Entities**”) in accordance with data protection law applicable in the United Kingdom (including, but not limited to the United Kingdom General Data Protection Regulation – the “**GDPR**”) and the Data Protection Act 2018). The personal data processed are identification data including the name, address, and invested amount of the Shareholders qualifying as natural persons as well as the name and address of their representative(s) and/or authorised signatories and/or ultimate beneficial owners (“**Personal Data**”);
- (nn) it acknowledges and agrees that it has been informed that Personal Data will be processed for the purposes of carrying out the services provided by the Entities (such as shareholder servicing and account management including processing subscription orders and shareholder communications) as well as to comply with legal or regulatory obligations including but not limited to legal or regulatory obligations under applicable fund and company law (such as maintain registers of shareholders and recording orders), anti-money laundering law and counterterrorist financing law (such as carrying out customer due diligence, sanctions screening) and tax law (such as reporting under the United States provisions commonly referred to as FATCA, similar laws and regulations in the United Kingdom or at OECD or EU level);
- (oo) it acknowledges and agrees that it has been informed that Personal Data shall only be processed for the purposes set out in the Company’s privacy notice which is available for consultation on the Website (the “**Privacy Notice**”);
- (pp) it acknowledges that the Company will monitor and record telephone calls for regulatory and security purposes as described in the Privacy Notice;

- (qq) it acknowledges and agree that it has been informed that Personal Data shall only be disclosed by Company as described in the Privacy Notice. Details with respect to the companies to which Personal Data might be disclosed as well as the related processes/ treatments involving such data can be found in the Company's Privacy Notice. Shareholders may request access to, rectification of or deletion of any data provided to any of the parties above or stored by any of the parties above in accordance with applicable data protection legislation;
- (rr) it acknowledges and agrees that it has been informed that the Company, the Manager, Jefferies or the Registrar (as the case may be) will report any relevant information in relation to its holding in the Company to the United Kingdom tax authorities in accordance with the UK provisions for the automatic exchange of information which will exchange this information on an automatic basis with the competent authorities in the United States or other permitted jurisdictions as agreed in relation to the United States provisions commonly referred to as FATCA and the similar OECD provisions. The legal basis for sharing personal data in this way under the GDPR is the Company's legitimate interest for compliance with its legal obligations;
- (ss) it acknowledges and agrees that it has been informed that failure by the Shareholders to provide relevant Personal Data requested by the Company, the Manager, Jefferies and/or the Registrar in the course of their relationship with the Company may prevent the Shareholders from maintaining their holdings in the Company and/or exercising their rights (other than rights under data protection laws) in relation thereto and may be reported by the Company, the Manager, Jefferies and/or the Registrar to the relevant United Kingdom authorities;
- (tt) it acknowledges and agrees that it has been informed that it has the rights under data protection laws as are described in the Privacy Notice;
- (uu) it acknowledges and agrees that it has been informed that the Controller will keep the Shareholders' Personal Data only for as long as is necessary (as described in the Privacy Notice);
- (vv) by subscribing for New Shares, it acknowledges and understands the aforementioned processing of its Personal Data and, in particular, the disclosure of its Personal Data to, and the processing of its Personal Data by the various parties referred to above which may involve the restricted transfers mentioned above and in the Privacy Notice;
- (ww) it acknowledges that by submitting personal data to the Registrar, or Jefferies (acting for and on behalf of the Company) where it is a natural person, that it has read and understood the terms of the Company's Privacy Notice;
- (xx) it acknowledges that by submitting personal data to the Registrar or Jefferies (acting for and on behalf of the Company) where you are not a natural person it represents and warrants that:
- (i) it has brought the Company's Privacy Notice to the attention of any underlying data subjects on whose behalf or account it may act or whose personal data will be disclosed to the Company as a result of it agreeing to subscribe for New Shares; and
  - (ii) it has complied in all other respects with all applicable data protection legislation in respect of disclosure and provision of personal data to the Company;
- (yy) it acknowledges that if it acts for or on account of an underlying data subject or otherwise discloses the personal data of an underlying data subject, it shall, in respect of the personal data it processes in relation to or arising in relation to a Placing:
- (i) comply with all applicable data protection legislation;
  - (ii) 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;

- (iii) if required, agree with the Company, Jefferies and the Registrar, the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and
  - (iv) it shall immediately on demand, fully indemnify each of the Company, Jefferies and the Registrar and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company, Jefferies and/or the Registrar in connection with any failure by it to comply with the provisions set out above;
- (zz) Jefferies and the Company (and any agent on their behalf) are entitled to exercise any of their rights under the Issue Agreement in respect of any Placing, or any other right in their absolute discretion without any liability whatsoever to them (or any agent acting on their behalf);
  - (aaa) the representations, undertakings and warranties contained in the Prospectus and, as applicable, in the Contract Note or Placing Confirmation and the Placing Letter (if any), are irrevocable. It acknowledges that Jefferies, 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 or acquisition of the New Shares are no longer accurate, it shall promptly notify Jefferies and the Company;
  - (bbb) where it or any person acting on behalf of it is dealing with Jefferies, any money held in an account with Jefferies on behalf of it and/or any person acting on behalf of it will not be treated as client money within the meaning of the relevant rules and regulations of the FCA which therefore will not require Jefferies to segregate such money, as that money will be held by Jefferies under a banking relationship and not as trustee;
  - (ccc) any of its clients, whether or not identified to Jefferies or any of their respective affiliates or agents, will remain its sole responsibility and will not become clients of Jefferies or any of their respective affiliates or agents for the purposes of the rules of the FCA or for the purposes of any other statutory or regulatory provision;
  - (ddd) it accepts that the allocation of New Shares shall be determined jointly by Jefferies and the Company and that such persons may scale down any Placing commitments for this purpose on such basis as they may determine;
  - (eee) time shall be of the essence as regards its obligations to settle payment for the New Shares and to comply with its other obligations under the Placing in question;
  - (fff) it is capable, or the underlying client(s) in the case of applications on behalf of professionally-advised investors are capable themselves, of evaluating the merits and risks of an investment in the Company and have sufficient resources both to invest in potentially illiquid securities and to be able to bear any losses (which may equal the whole amount invested) that may result from the investment;
  - (ggg) it authorises Jefferies to deduct from the total amount subscribed under the applicable Placing the aggregate commission (if any) (calculated at the rate agreed with the Placee) payable on the number of New Shares allocated under the applicable Placing;
  - (hhh) in the event that a supplementary prospectus is required to be produced pursuant to Article 23(1) of the Prospectus Regulation and in the event that it chooses to exercise any right of withdrawal pursuant to Article 23(2) of the Prospectus Regulation, such Placee will immediately re-subscribe for the same number of New Shares previously comprising its subscription;
  - (iii) the commitment to subscribe for New Shares on the terms set out in this Part 6 (*Terms and Conditions of the Initial Placing and Subsequent Placings under the Share Issuance Programme*) and, as applicable, in the Contract Note or Placing Confirmation and the Placing Letter (if any) will continue notwithstanding any amendment that may in the future



be made to the terms of the Initial Placing and/or any Subsequent Placing and that it will have no right to be consulted or require that its consent be obtained with respect to the Company's conduct of the Initial Placing or any Subsequent Placing;

- (jjj) it is capable of being categorised as 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;
- (kkk) if it is acquiring any New Shares as a fiduciary or agent for one or more accounts, the investor 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;
- (lll) it acknowledges and understands that the Company may be required to comply with UK provisions implementing international regimes for the automatic exchange of information to improve tax compliance (including FATCA, the CRS and DAC 6) and that the Company will comply with requirements to provide information directly or indirectly to Her Majesty's Revenue and Customs tax authority which may be passed on to other relevant tax authorities. It agrees to furnish any information and documents the Company may from time to time request, including but not limited to information required;
- (mmm) the Company, the Manager, the Registrar, Jefferies 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; and
- (nnn) 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 will immediately notify the Company and Jefferies and agrees to indemnify and hold each of the Company, the Manager, the Registrar and Jefferies and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of any breach of the representations, warranties, acknowledgments and agreements in this Part 6 (*Terms and Conditions of the Initial Placing and Subsequent Placings under the Share Issuance Programme*).

## **6. Purchase and Transfer Restrictions for US Persons**

By participating in the Initial Placing or any Subsequent Placing, each Placee located within the US or who is, or is acting for the account or benefit of, a US Person, acknowledges and agrees that it will (for itself and any person(s) procured by it to subscribe for New Shares and any nominee(s) for any such person(s)) be further deemed to acknowledge, understand, undertake, represent and warrant to each of the Company, the Manager, the Registrar and Jefferies that:

- (a) it is a QIB that is also a QP and has delivered to the Company and Jefferies a signed Investor Representation Letter;
- (b) it confirms that: (i) it was not formed for the purpose of investing in the Company; and (ii) it is acquiring an interest in the New Shares for its own account as principal, or for the account of one or more other persons who are able to and who shall be deemed to make all of the representations and agreements in this paragraph 6 and in the Investor Representation Letter and for whom it exercises sole investment discretion;
- (c) it understands that the New 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 or sold in the United States or to, or for the account or benefit of, US Persons absent registration except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act;
- (d) it acknowledges that the Company has not registered, and does not intend to register, as an investment company under the US Investment Company Act and that the Company has put in place transfer and offering restrictions with respect to persons located in the United States and US Persons described herein so that the Company will qualify for the exemption provided under Section 3(c)(7) of the US Investment Company Act and to ensure that the Company will not be required to register as an investment company;
- (e) it will not be entitled to the benefits of the US Investment Company Act;



- (f) it is knowledgeable, sophisticated and experienced in business and financial matters and it fully understands the limitations on ownership and transfer and the restrictions on sales of the New Shares;
- (g) it is able to bear the economic risk of its investment in the New Shares and is currently able to afford the complete loss of such investment and is aware that there are substantial risks incidental to the purchase of the New Shares, including those summarised under the heading “Risk Factors” in this Prospectus;
- (h) it is not acquiring the New Shares with a view to any offer, sale or distribution thereof within the meaning of the US Securities Act;
- (i) no portion of the assets used to purchase, and no portion of the assets used to hold, the New 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 US Tax Code, including an individual retirement account or other arrangement that is subject to Section 4975 of the US Tax 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 US Tax Code. In addition, if an investor is a governmental, church, non-US or other plan that is subject to any federal, state, local or non-US law or regulation that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the US Tax Code, its purchase, holding, and disposition of the New Shares will not constitute or result in a non-exempt violation of any such substantially similar law or regulation;
- (j) that if any New Shares offered and sold are issued in certificated form, then such certificates evidencing ownership will contain a legend substantially to the following effect unless otherwise determined by the Company in accordance with applicable law:

**“THIS SECURITY (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND THE COMPANY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE “INVESTMENT COMPANY ACT”), AND THIS SECURITY OR ANY BENEFICIAL INTEREST THEREIN MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. BY PURCHASING THE SECURITY REPRESENTED HEREBY THE HOLDER OF THIS SECURITY OR ANY BENEFICIAL INTEREST THEREIN AGREES FOR THE BENEFIT OF THE COMPANY THAT THIS SECURITY MAY BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (I) OUTSIDE OF THE UNITED STATES TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 UNDER THE SECURITIES ACT OR (II) TO A PERSON WITHIN THE UNITED STATES, OR TO A US PERSON, THAT IS BOTH A “QUALIFIED INSTITUTIONAL BUYER” WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT AND A “QUALIFIED PURCHASER” WITHIN THE MEANING OF THE INVESTMENT COMPANY ACT, IN EACH OF CASES (I) OR (II) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE JURISDICTION. THE COMPANY AND ITS REGISTRAR WILL REFUSE TO REGISTER A TRANSFER TO A US PERSON THAT DOES NOT MEET THE REQUIREMENTS REFERRED TO IN (II) ABOVE. THE COMPANY AND ITS ADMINISTRATOR AND COMPANY SECRETARY MAY REFUSE TO REGISTER A TRANSFER THAT DOES NOT MEET THE RESTRICTIONS REFERRED TO HEREIN.**

**EACH HOLDER, BY ITS ACCEPTANCE OF THESE SHARES, REPRESENTS THAT IT UNDERSTANDS AND AGREES TO THE FOREGOING RESTRICTIONS. THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY TRANSFEREE OF THESE SHARES OF THE RESALE RESTRICTIONS REFERRED TO HEREIN.**

**THE HOLDER OF THIS SECURITY AND ANY SUBSEQUENT TRANSFEREE WILL BE DEEMED TO REPRESENT, WARRANT AND AGREE THAT NO PORTION OF THE ASSETS USED TO PURCHASE, AND NO PORTION OF THE ASSETS USED TO HOLD, THE ORDINARY SHARES OR ANY BENEFICIAL INTEREST THEREIN CONSTITUTES OR WILL CONSTITUTE THE ASSETS OF (I) AN “EMPLOYEE BENEFIT PLAN” AS DEFINED IN**

**SECTION 3(3) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”) THAT IS SUBJECT TO TITLE I OF ERISA; (II) A “PLAN” AS DEFINED IN SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), INCLUDING AN INDIVIDUAL RETIREMENT ACCOUNT OR OTHER ARRANGEMENT, THAT IS SUBJECT TO SECTION 4975 OF THE 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 CODE. IN ADDITION, IF AN INVESTOR IS A GOVERNMENTAL, CHURCH, NON-US OR OTHER PLAN THAT IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-US LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF TITLE I OF ERISA OR SECTION 4975 OF THE CODE, ITS PURCHASE, HOLDING, AND DISPOSITION OF THE ORDINARY SHARES WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT VIOLATION OF ANY SUCH SUBSTANTIALLY SIMILAR LAW OR REGULATION.”;**

- (k) if in the future the Placee decides to offer, sell, transfer, assign or otherwise dispose of the New Shares, it will do so only in compliance with an exemption from the registration requirements of the US Securities Act and under circumstances which will not require the Company to register under the US Investment Company Act. It acknowledges that any sale, transfer, assignment, pledge or other disposal made other than in compliance with such laws and the above stated restrictions will be subject to the compulsory transfer provisions as provided in the Articles (as amended from time to time);
- (l) it acknowledges that the Company reserves the right to make inquiries of any holder of the New 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 holding by such person will not violate or require registration under the US securities laws to transfer such New Shares or interests in accordance with the Articles (as amended from time to time);
- (m) the Company is required to comply with FATCA and that the Company will follow FATCA’s extensive reporting and withholding requirements. The Placee agrees to furnish any information and documents which the Company may from time to time request, including but not limited to information required under FATCA;
- (n) it is entitled to acquire the New 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 Shares and that it has not taken any action, or omitted to take any action, which may result in the Company, the Manager, the Registrar, Jefferies or their respective directors, officers, agents, employees and advisers being in breach of the laws of any jurisdiction in connection with the issue or its acceptance of participation in the Initial Placing and/or any Subsequent Placing;
- (o) it has received, carefully read and understands this Prospectus (and any supplementary prospectus issued by the Company), and has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this Prospectus (and any supplementary prospectus issued by the Company) or any other presentation or offering materials concerning the New Shares to or within the United States or to any US Persons, nor will it do any of the foregoing; and
- (p) it understands that this Prospectus (and any supplementary prospectus issued by the Company) has been prepared according to the disclosure requirements of the UK, which are different from those of the United States.

## **7. Supply and disclosure of information**

If Jefferies, the Registrar, the Company or any of their agents request any information in connection with a Placee’s agreement to subscribe for or acquire New Shares under the relevant Placing or to comply with any relevant legislation (including as may be required to be submitted to any relevant tax authority), such Placee must promptly disclose it to them and shall ensure that such information is complete and accurate in all respects.

## **8. Miscellaneous**

- 8.1 The rights and remedies of Jefferies, the Manager, the Registrar 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.
- 8.2 On application, if a Placee is an individual, that Placee may be asked to disclose in writing or orally, its nationality, if a Placee is a discretionary fund manager, that Placee may be asked to disclose in writing or orally the jurisdiction in which its funds are managed or owned. All documents provided in connection with the relevant 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.
- 8.3 Each Placee agrees to be bound by the Articles (as amended from time to time) once the New Shares, which the Placee has agreed to subscribe for or acquire pursuant to the relevant Placing, have been acquired by the Placee. The contract to subscribe for or acquire New Shares under the relevant Placing and the appointments and authorities mentioned in the Prospectus and any supplementary prospectus all disputes, claims arising out of or in connection with its subject matter or formations (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of Jefferies, the Manager, the Registrar 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.
- 8.4 In the case of a joint agreement to subscribe for or acquire New Shares under a 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.
- 8.5 Jefferies and the Company expressly reserve the right to modify the terms and conditions of any Placing (including, without limitation, its timetable and settlement) at any time before allocations are determined.
- 8.6 The Initial Placing is subject to the satisfaction of the conditions contained in the Issue Agreement and the Issue Agreement not having been terminated. Further details of the terms of the Issue Agreement are contained in paragraph 6.4 of Part 9 (*Additional Information*) of the Registration Document.
- 8.7 Any Subsequent Placing is subject to the satisfaction of the conditions contained in the Issue Agreement in connection with such Subsequent Placing and the Issue Agreement not having been terminated.

## **PART 7: TERMS AND CONDITIONS OF SUBSEQUENT OFFERS FOR SUBSCRIPTION**

The New 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 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 you read these terms and conditions in full before completing the Application Form set out at the end of this Securities Note.

### **1. Conditions**

The contract created by the acceptance of an application under any Subsequent Offer for Subscription will be conditional on, among other things:

- (a) the Issue Agreement not being terminated in accordance with its terms at any time prior to Admission of the relevant New Shares;
- (b) the Admission of the New Shares issued pursuant to that subsequent Offer for Subscription; and
- (c) the relevant issue price herein determined by the Directors.

The Company reserves the right to present all cheques and banker's drafts for payment on receipt and to retain application monies and refrain from delivering an applicant's New Shares into CREST, pending clearance of the successful applicant's cheques or banker's drafts. The Company also reserves the right to reject in whole or part, or to scale down or limit, any application. The Company may treat applications as valid and binding if made in accordance with the prescribed instructions and the Company may, at its discretion, accept an application in respect of which payment is not received by the Company prior to the closing of the relevant Subsequent Offer for Subscription. If any application is not accepted in full or if any contract created by acceptance does not become unconditional, the application monies or, as the case may be, the balance thereof will be returned (without interest) by returning each relevant applicant's cheque or banker's draft or by crossed cheque in favour of the first applicant through the post at the risk of the person(s) entitled thereto. In the meantime, application monies will be retained by the Receiving Agent in a separate account.

### **2. Application Form and Verification of Identity**

To ensure compliance with the Money Laundering Regulations, the Company (or any of its agents) may require, at its absolute discretion, verification of the identity of the person by whom or on whose behalf an Application Form is lodged with payment. If the Application Form is submitted by a UK regulated broker or intermediary acting as agent and which is itself subject to the Money Laundering Regulations, any verification of identity requirements are the responsibility of such broker or intermediary and not of the Company (or any of its agents).

The person lodging the Application Form with payment and in accordance with the other terms as described above, including any person who appears to the Company (or any of its agents) to be acting on behalf of some other person, accepts the Subsequent Offer for Subscription in respect of such number of offered New Shares as is referred to therein and shall thereby be deemed to agree to provide the Company (or any of its agents) with such information and other evidence as the Company (or any of its agents) may require to satisfy the verification of identity requirements.

If the Company (or any of its agents) determines that the verification of identity requirements apply to any application, the relevant New Shares (notwithstanding any other term of the Subsequent Offer for Subscription) will not be issued to the relevant applicant unless and until the verification of identity requirements have been satisfied in respect of that applicant (or any beneficial holder) or application. The Company (or any of its agents) is entitled, in its absolute discretion, to determine whether the verification of identity requirements apply to any application and whether such requirements have been satisfied, and neither the Company nor any agent of it 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 Company (or any of its agents) 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 Subsequent Offer for Subscription will be returned (at the applicant'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 Application Form with the appropriate remittance will constitute a warranty to each of the Company, the Administrator and Company Secretary and the Registrar from the applicant that the Money Laundering Regulations will not be breached by application of such remittance. The verification of identity requirements will not usually apply:

- (a) if the applicant is an organisation required to comply with the Money Laundering Directive;
- (b) if the applicant is a regulated UK broker or intermediary acting as agent and is itself subject to the Money Laundering Regulations; or
- (c) if the aggregate subscription price for the offered New Shares is less than the lower of £13,000 or €15,000.

If, within a reasonable period of time following a request for verification of identity, Computershare Investor Services PLC has not received evidence satisfactory to it as aforesaid, Computershare Investor Services PLC may, as agent of the Company and upon instruction from the Company, reject the relevant application, in which event the monies submitted in respect of that application will be returned without interest to the account at the drawee bank from which such monies were originally debited (without prejudice to the rights of the Company to undertake proceedings to recover monies in respect of the loss suffered by it as a result of the failure to produce satisfactory evidence as aforesaid).

The following is provided by way of guidance to reduce the likelihood of difficulties, delays and potential rejection of an Application Form (but without limiting the Receiving Agent's right to require verification of identity as indicated above):

- (a) applicants should make payment by a cheque drawn on an account in their own name and write their name and address on the back of the banker's draft or cheque and, in the case of an individual, record his date of birth against his name; banker's drafts should be duly endorsed by the bank or building society on the reverse of the cheque as described above; and
- (b) if an applicant makes the application as agent for one or more persons, they should indicate on the Application Form whether they are a UK- or EU-regulated person or institution (for example a bank or stockbroker) and specify their status. If an applicant is not a UK- or EU-regulated person or institution, they should contact the Receiving Agent.

### **3. Payments**

All payments must be made by CREST settlement or by cheque or banker's draft in pounds sterling drawn on a branch in the UK of a bank or a building society 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 banker's drafts to be cleared through the facilities provided by those companies or committees. Cheques and banker's drafts must bear the appropriate sort code in the top right hand corner. Cheques, which must be drawn on the personal account of the individual investor where they have sole or joint title to the funds, should be made payable to "CIS PLC re Gresham House Energy Storage Fund plc OFS" in respect of an application and crossed "A/C Payee Only". Cheques should be for the full amount payable on application. Post-dated cheques and payment via CHAPS, BACS or electronic transfer will not be accepted.

Third party cheques may not be accepted, with the exception of building society cheques or banker's drafts where the building society or bank has confirmed the name of the account holder by stamping or endorsing the cheque/banker's draft to such effect. The account name should be the same as that shown on the Application Form.



#### 4. Confirmations, Representations and Warranties of the applicant

By completing and delivering an Application Form, at any Subsequent Offer for Subscription, you, as the Applicant (and, if you sign the Application Form on behalf of somebody else or a corporation, that person or corporation, except as referred to in paragraph (c) below):

- (a) offer to subscribe for the number of New Shares specified in your Application Form (or such lesser number for which your application is accepted) on the terms of and subject to this Securities Note, including these terms and conditions, and subject to the Articles;
- (b) agree that in respect of any New Shares for which you wish to subscribe, you will submit payment in sterling;
- (c) agree that, in consideration of the Company agreeing to process your application, your application cannot be revoked (subject to any legal right to withdraw your application which arises as a result of the publication of a supplementary prospectus) and that this paragraph shall constitute a collateral contract between you and the Company which will become binding upon despatch by post to, or on receipt by, the Receiving Agent of your application Form;
- (d) undertake to pay the amount specified in the Application Form in full and in the Application Form in full and agree and warrant that your cheque or banker's draft may be presented for payment on receipt and will be honoured on first presentation and agree that if it is not so honoured you will not be entitled to receive the New Shares until you make payment in cleared funds for the New Shares and such payment is accepted by the Company in its absolute discretion (which acceptance shall be on the basis that you indemnify it, and the Receiving Agent, 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 you agree that, at any time prior to the unconditional acceptance by the Company of such late payment, the Company may (without prejudice to its other rights) avoid the agreement to subscribe for such New Shares and may issue or allot such New Shares to some other person, in which case you will not be entitled to any payment in respect of such New Shares other than the refund to you at your risk of the proceeds (if any) of the cheque or banker's draft accompanying your application, without interest;
- (e) agree that where your application is made for New Shares to be deposited into a CREST account: (i) the Receiving Agent may in its absolute discretion amend the application so that such New Shares may be issued in certificated form registered in the name(s) of the holders specified in your application (and you acknowledge that the Receiving Agent will so amend the application if there is any delay in satisfying the identity of the applicant or the owner of the CREST account or in receiving your remittance in cleared funds) and (ii) the Receiving Agent or the Company may authorise your financial adviser or whomever it may direct to send a document of title for or credit your CREST account in respect of the number of New Shares for which your application is accepted, and/or a crossed cheque for any monies returnable, by post at your risk to your address set out on your application;
- (f) agree, in respect of an application for New Shares to be held in certificated form (or where the Receiving Agent exercises its discretion pursuant to paragraph (e) above), that any share certificate to which you or, in the case of joint applicants, any of the persons specified by you in the application may become entitled or pursuant to paragraph (e) above, may be retained by the Receiving Agent: (i) pending clearance of your remittance; (ii) pending investigation of any suspected breach of the warranties contained herein or any other suspected breach of these terms and conditions; (iii) pending any verification of identity (to the satisfaction of the Company and its agents, including as may concern the manner in which its identification documents are required for the purpose of compliance with the prevailing anti-money laundering, anti-terrorism and contributing to the financing of criminal activities legislation, regulations and procedures in force from time to time in the UK (the "**CDD Rules**")); and (iv) any interest accruing on such retained monies shall accrue to and for the benefit of the Company;
- (g) agree, on the request of the Company, Jefferies and/or the Receiving Agent, to disclose promptly in writing to them such information as the Company, Jefferies and/or the Receiving Agent may request in connection with your application, including, without limitation, satisfactory



evidence of identity to ensure compliance with Money Laundering Regulations, and authorise the Company, Jefferies and the Receiving Agent to disclose any information relating to your application which they may consider appropriate;

- (h) agree that, if evidence of identity satisfactory to the company and/or the Receiving Agent is not provided to the Receiving Agent within a reasonable time (in the opinion of the Company and the Receiving Agent) following a request therefor, the Company or the Receiving Agent may terminate the agreement with you to allot New Shares and, in such case, the New Shares which would otherwise have been allotted to you may be reallocated 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 the bank account on which the payment accompanying the application was first drawn or from which any electric interbank transfer (CHAPS) was made, without interest and at your risk;
- (i) undertake to ensure that, in the case of an Application Form signed by someone else on your behalf, the original of the relevant power of attorney (or a complete copy certificate by a solicitor or notary) is enclosed with your Application Form;
- (j) warrant and confirm that: (i) you are not a person engaged in money laundering; (ii) none of the monies or assets transferred or to be transferred to (or for the account of) the Company and its agents for the purposes of the subscription are or will be the proceeds of criminal activities or activities that would be criminal if carried out in the UK; (iii) you are not a prohibited individual or entity or resident in a prohibited country or territory listed on the United States Department of Treasury's Office of Foreign Assets Control ("**OFAC**") website and that you are not directly or indirectly affiliated with any country, territory, individual or entity named on an OFAC list or prohibited by any OFAC sanctions programmes, and (iv) you are not subject to or the target of sanctions administered or enforced by her Majesty's Treasury or other relevant sanctions authority;
- (k) represent and warrant to the Company that, where you are acting as a nominee on behalf of a retail investor based in the UK, you have delivered a hard copy of the KID to each retail investor on whose behalf you are accepting the New Shares prior to receipt of each such investor's instruction to accept the New Shares;
- (l) undertake to pay interest at a rate of 4 per cent. per annum above the then published bank base rate of a clearing bank selected by the Receiving Agent, if the remittance accompanying your Application Form is not honoured on first presentation;
- (m) authorise the Receiving Agent to credit the CREST account specified in the Application Form with the number of New Shares for which your application is accepted or, if the relevant section of the Application Form is not completed, send a definitive certificate in respect of the number of New Shares for which your application is accepted by post to your address (or that of the first-named applicant) as set out in your Application Form;
- (n) agree that, in the event of any difficulties or delays in the admission of the New Shares to CREST or the use of CREST, the Company may agree that all of the New Shares should be issued in certificated form;
- (o) acknowledge that you have been informed that your personal data provided and/or collected in connection with your holding of New Shares will be processed by the Company as controller (the "Controller") and processed by the Registrar and the Receiving Agent as processor and processed by the Manager as independent controller (the "Entities") in accordance with data protection law applicable in the United Kingdom (including, but not limited to the United Kingdom General Data Protection Regulation – the "GDPR") and the Data Protection Act 2018). The personal data processed are identification data including the name, address, and invested amount of the Shareholders qualifying as natural persons as well as the name and address of their representative(s) and/or authorised signatories and/or ultimate beneficial owners ("Personal Data");
- (p) acknowledge and agree that you have been informed that Personal Data will be processed for the purposes of carrying out the services provided by the Entities (such as shareholder servicing and account management including processing subscription orders and shareholder communications) as well as to comply with legal or regulatory obligations including but not limited to legal or regulatory obligations under applicable fund and company law (such as

maintain registers of shareholders and recording orders), anti-money laundering law and counterterrorist financing law (such as carrying out customer due diligence, sanctions screening) and tax law (such as reporting under the United States provisions commonly referred to as FATCA, similar laws and regulations in the United Kingdom or at OECD or EU level);

- (q) acknowledge and agree that you have been informed that Personal Data shall only be processed for the purposes set out in the Company's privacy notice which is available for consultation on the Website (the "Privacy Notice");
- (r) acknowledge that the Company will monitor and record telephone calls for regulatory and security purposes as described in the Privacy Notice;
- (s) acknowledge and agree that you have been informed that Personal Data shall only be disclosed by Company as described in the Privacy Notice. Details with respect to the companies to which Personal Data might be disclosed as well as the related processes/treatments involving such data can be found in the Company's Privacy Notice. Shareholders may request access to, rectification of or deletion of any data provided to any of the parties above or stored by any of the parties above in accordance with applicable data protection legislation;
- (t) acknowledge and agree that you have been informed that the Company, the Manager, Jefferies or the Registrar (as the case may be) will report any relevant information in relation to your holding in the Company to the United Kingdom tax authorities in accordance with the UK provisions for the automatic exchange of information which will exchange this information on an automatic basis with the competent authorities in the United States or other permitted jurisdictions as agreed in relation to the United States provisions commonly referred to as FATCA and the similar OECD provisions. The legal basis for sharing personal data in this way under the GDPR is the Company's legitimate interest for compliance with its legal obligations;
- (u) acknowledge and agree that you have been informed that failure by the Shareholders to provide relevant Personal Data requested by the Company, the Manager, Jefferies and/or the Registrar in the course of their relationship with the Company may prevent the Shareholders from maintaining their holdings in the Company and/or exercising their rights (other than rights under data protection laws) in relation thereto and may be reported by the Company, the Manager, Jefferies and/or the Registrar to the relevant United Kingdom authorities;
- (v) acknowledge and agree that you have been informed that you have the rights under data protection laws as are described in the Privacy Notice;
- (w) acknowledge and agree that you have been informed that the Controller will keep the Shareholders' Personal Data only for as long as is necessary (as described in the Privacy Notice);
- (x) by subscribing for New Shares, you acknowledge and understand the aforementioned processing of your Personal Data and, in particular, the disclosure of your Personal Data to, and the processing of their Personal Data by the various parties referred to above which may involve the restricted transfers mentioned above and in the Privacy Notice;
- (y) acknowledge that by submitting personal data to the Registrar and the Receiving Agent, (acting for and on behalf of the Company) where you are a natural person, that you have read and understood the terms of the Company's Privacy Notice;
- (z) acknowledge that by submitting personal data to the Registrar and the Receiving Agent (acting for and on behalf of the Company) where you are not a natural person you represent and warrant that:
  - (i) you have brought the Company's Privacy Notice to the attention of any underlying data subjects on whose behalf or account you may act or whose personal data will be disclosed to the Company as a result of you agreeing to subscribe for New Shares; and
  - (ii) you have complied in all other respects with all applicable data protection legislation in respect of disclosure and provision of personal data to the Company;

- (aa) acknowledges that where you act for or on account of an underlying data subject or otherwise discloses the personal data of an underlying data subject, you shall, in respect of the personal data you process in relation to or arising in relation to an application for New Shares:
- (i) comply with all applicable data protection legislation;
  - (ii) 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;
  - (iii) if required, agree with the Company, Jefferies, the Registrar and the Receiving Agent, the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and
  - (iv) immediately on demand, fully indemnify each of the Company, Jefferies and the Registrar and the Receiving Agent 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, Jefferies and/or the Registrar in connection with any failure by it to comply with the provisions set out above;
- (bb) agree that, in respect of those New Shares for which your application has been received and is not rejected, acceptance of your application shall be constituted, at the election of the Company, either: (i) by notification to the London Stock Exchange of the basis of allocation (in which case acceptance shall be on that basis); or (ii) by notification of acceptance thereof to the Receiving Agent. The right is reserved notwithstanding the basis so determined to reject in whole or in part and/or scale down any application. The right is also reserved to treat as valid any application not complying fully with these Terms and Conditions of Application under Subsequent Offers for Subscription or not in all respects completed or delivered in accordance with the instructions accompanying the Application Form. In particular, but without limitation, the Company may accept an application made otherwise than by completion of an Application Form where you have agreed with it in some other manner to apply in accordance with the terms and conditions of application in this Part 7 (Terms and Conditions of Application under Subsequent Offers for Subscription);
- (cc) the Company reserves the right in its absolute discretion (but shall not be obliged) to accept applications for an amount less than £1,000, or applications which are more than £1,000 but not a multiple of £100 thereafter;
- (dd) multiple applications are liable to be rejected. 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;
- (ee) payment by CHAPS must be accompanied by a personalised payment reference number which may be obtained by contacting the Receiving Agent directly by email at [OFSpaymentqueries@computershare.co.uk](mailto:OFSpaymentqueries@computershare.co.uk) for full bank details or telephone the Shareholder helpline for further information on 0370 703 0157 or from outside the UK on +44 370 703 0157. The Receiving Agent will then provide you with a unique reference number which must be used when sending payment;
- (ff) Applicants choosing to settle via CREST (i.e. by delivery versus payment ("DVP")), will need to match their instructions to the Receiving Agent's participant account by no later than 1:00 p.m. on the working day before the New Shares of the relevant Tranche under the relevant Subsequent Offer for Subscription admitted to trading on the Specialist Fund Segment and payment in full or settlement of the relevant CREST instruction, allowing for the delivery and acceptance of New Shares to be made against payment of the relevant issue price, following the CREST matching criteria set out in the Application Form;
- (gg) authorise the Receiving Agent to procure that your name (together with the name(s) of any other joint applicant(s)) is/are placed on the register of members of the Company in respect of such New Shares and to send a crossed cheque for any monies returnable by post without interest, at the risk of the persons entitled thereto, to the address of the person (or in the case of joint holders the first-named person) named as an applicant in the Application Form;

- (hh) acknowledge that no person is authorised in connection with any Subsequent Offer for Subscription to give any information or make any representation other than as contained in the Prospectus and any Supplementary Prospectus issued by The Company prior to Admission of the relevant New Shares and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, the Receiving Agent, or any of their affiliates or any other person. You irrevocably and unconditionally waive any rights you may have in respect of any other information or representation;
- (ii) acknowledge that the Key Information Document prepared by the Manager pursuant to the PRIIPs Regulation can be provided to you in paper or by means of a website, but that where you are applying under a Subsequent Offer for Subscription directly and not through an adviser or other intermediary, unless requested in writing otherwise, the lodging of an Application Form represents your consent to being provided the Key Information Document via the Website, 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 the Key Information Document will be provided to you;
- (jj) warrant that, if you sign the Application Form on behalf of somebody else or on behalf of a corporation, you have due authority to do so on behalf of that other person or corporation, and such person or corporation will also be bound accordingly and will be deemed to have given the confirmations, warranties and undertakings contained herein and undertake to enclose your power of attorney, or a copy thereof duly certified by a solicitor or bank, with the Application Form;
- (kk) authorise the Receiving Agent to procure that there be sent to you definitive certificates in respect of the number of New Shares for which your application is accepted or if so specified in your application, subject to paragraph 2(d) above, to deliver the number of New 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;
- (ll) agree that all documents and monies sent by post to, by or on behalf of the Company or the Receiving Agent, will be sent at your risk and, in the case of documents and returned application cheques and payments to be sent to you, may be sent to you at your address (or, in the case of joint holders, the address of the first-named holder) as set out in your Application Form;
- (mm) agree that all applications, acceptances of applications and contracts resulting from such acceptances 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 proceeding arising out of or in connection with any such applications, acceptances of applications and contracts in any other manner permitted by law or in any court of competent jurisdiction;
- (nn) 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 the New Shares or concerning the suitability of the New Shares for you or be responsible to you for providing the protections afforded to its customers;
- (oo) confirm that in making such application, neither you nor any person on whose behalf you are applying are relying on any information or representation in relation to the Company other than the information contained in the Prospectus and, accordingly, you agree that no person (responsible solely or jointly for the Prospectus or any part thereof or involved in the preparation thereof) shall have any liability for any such information or representation;
- (pp) confirm that your application is made solely on the terms of the Prospectus and the Key Information Document and subject to the Articles;
- (qq) irrevocably authorise the Company or the Receiving Agent or any person authorised by any of them to do all things necessary to effect registration of any New Shares subscribed by or issued to you into your name(s) or into the name(s) of any person(s) in whose favour the entitlement to any such New Shares has been transferred and authorise any representative of the Company to execute any document required therefor;

- (rr) agree that, having had the opportunity to read the Prospectus and the Key Information Document, you shall be deemed to have had notice of all information and representations concerning the Company and the New Shares contained therein;
- (ss) confirm that you have reviewed the restrictions contained in these terms and conditions;
- (tt) warrant that the information contained in your Application Form is true and accurate;
- (uu) warrant that, if you are an individual, you are a resident of, and are located for the purposes of the Subsequent Offers for Subscription in the UK and no other jurisdiction, and you are not under the age of 18;
- (vv) agree that all documents and cheques 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;
- (ww) warrant that you are not a US Person, you are not located within the United States and you are not acquiring the New Shares for the account or benefit of a US Person;
- (xx) warrant that you are acquiring the New Shares in an offshore transaction meeting the requirements of Regulation S;
- (yy) acknowledge that the New 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 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;
- (zz) acknowledge that the Company has not been 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;
- (aaa) warrant that no portion of the assets used to purchase, and no portion of the assets used to hold, the New Shares or any beneficial interest therein constitutes or will constitute the assets of: (A) an "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title I of ERISA; (B) a "plan" as defined in Section 4975 of the US Tax Code, including an individual retirement account or other arrangement that is subject to Section 4975 of the US Tax Code; or (C) 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 US Tax Code. In addition, if an investor is a governmental, church, non-US or other plan that is subject to any federal, state, local or non-US law or regulation that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the US Tax Code, its purchase, holding, and disposition of the New Shares will not constitute or result in a non-exempt violation of any such substantially similar law or regulation;
- (bbb) warrant that if any New Shares offered and sold pursuant to Regulation S are issued in certificated form, then such certificates evidencing ownership will contain a legend substantially to the following effect unless otherwise determined by the Company in accordance with applicable law:

**"GRESHAM HOUSE ENERGY STORAGE FUND PLC (THE "COMPANY") HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "US INVESTMENT COMPANY ACT"). IN ADDITION, THE SECURITIES OF THE COMPANY REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "US SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. ACCORDINGLY, THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED, EXERCISED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, US PERSONS EXCEPT IN ACCORDANCE WITH THE US SECURITIES ACT OR AN EXEMPTION THEREFROM AND UNDER CIRCUMSTANCES WHICH WILL NOT REQUIRE THE COMPANY TO REGISTER UNDER THE US INVESTMENT COMPANY ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS."**



- (ccc) warrant that if in the future the investor decides to offer, sell, transfer, assign or otherwise dispose of the New Shares, you will do so only in compliance with an exemption from the registration requirements of the US Securities Act and under circumstances which will not require the Company to register under the US Investment Company Act. You acknowledge that any sale, transfer, assignment, pledge or other disposal made other than in compliance with such laws and the above stated restrictions will be subject to the compulsory transfer provisions as provided in the Articles;
- (ddd) warrant that you are purchasing the New Shares for your own account or for one or more investment accounts for which you are 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 Shares in any manner that would violate the US Securities Act, the US Investment Company Act or any other applicable securities laws;
- (eee) acknowledge that the Company reserves the right to make inquiries of any holder of the New 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 holding by such person will not violate or require registration under the US securities laws to transfer such New Shares or interests in accordance with the Articles;
- (fff) warrant that you have received, carefully read and understand the prospectus, and have not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted the prospectus or any other presentation or offering materials concerning the New Shares within the United States or to any US Persons, nor will it do any of the foregoing;
- (ggg) warrant that in connection with your application you have observed the laws of all relevant 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 or any person responsible solely or jointly for the Prospectus or any part of it or involved in the preparation thereof acting in breach of the regulatory or legal requirements of any territory (including in particular FSMA) in connection with any Subsequent Offer for Subscription or your application;
- (hhh) save where you have satisfied the Company that an appropriate exemption applies so as to permit you to subscribe, represent and agree that you are not a resident of Australia, Canada, Japan, New Zealand or the Republic of South Africa;
- (iii) agree, on request by the Company or the Receiving Agent on behalf of the Company, to disclose promptly in writing to the Company or the Receiving Agent any information which the Company or the Receiving Agent may reasonably request in connection with your application, and authorise the Company or the Receiving Agent on behalf of the Company to disclose any information relating to your application as it considers appropriate;
- (jjj) if you are acquiring any New Shares as a fiduciary or agent for one or more accounts, then you have 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; and
- (kkk) acknowledge that the Company, the Manager, Jefferies 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 you are no longer accurate or have not been complied with, you will immediately notify the Company. If you are applying on behalf of someone else you will not, and will procure that none of your affiliates will, circulate, distribute, publish or otherwise issue (or authorise any other person to issue) any document or information in connection with the Share Issuance Programme, or make any announcement or comment (whether in writing or otherwise) which states or implies that it has been issued or approved by or prepared in conjunction with the Company or any person responsible solely or jointly for the Prospectus or any part thereof or involved in the preparation thereof or which contains any untrue statement of material fact or is misleading or which omits to state any material fact necessary in order to make the statements therein not misleading.



No person receiving a copy of the Prospectus and/or an Application Form in any territory other than the UK may treat the same as constituting an invitation or an offer to them; nor should they in any event use an Application Form unless, in the relevant territory, such an invitation or offer could lawfully be made to them or the Application Form could lawfully be used without contravention of, or compliance with, any unfulfilled registration or other legal or regulatory requirements. It is the responsibility of any person outside the UK wishing to apply for New Shares under any Subsequent Offer for Subscription to satisfy themselves as to full observance of the laws of any relevant territory in connection with any such application, including obtaining any requisite governmental or other consents, observing any other formalities requiring to be observed in any such territory and paying any issue, transfer or other taxes required to be paid in any such territory and any such person will be deemed to have read the notices to overseas investors starting on page 9 of this Securities Note prior to making any such application.

The New 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 within the United States or to, or for the account or benefit of, US Persons. 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 Act. In addition, relevant clearances have not been, and will not be, obtained from the securities commission (or equivalent) of any province of any Excluded Territory (or state or province thereof), accordingly, unless an exemption under any relevant legislation or regulations is applicable, none of the New Shares may be offered, sold, renounced, transferred or delivered, directly or indirectly, in an Excluded Territory. Unless the Company has expressly agreed otherwise in writing, you represent and warrant to the Company that you are not a US Person or a resident of an Excluded Territory and that you are not subscribing for such New Shares for the account of any US Person or resident of an Excluded Territory and that you will not offer, sell, renounce, transfer or deliver, directly or indirectly, New Shares subscribed for by you in an Excluded Territory or to any US Person or resident of an Excluded Territory. Subject to certain exceptions, no application will be accepted if it bears an address in an Excluded Territory unless an appropriate exemption is available as referred to above.

The basis of allocation within any Subsequent Offer for Subscription will be determined jointly by Jefferies and the Company. The right is reserved to reject in whole or in part and/or scale down and/or ballot any application or any part thereof. The right is reserved to treat as valid any application not in all respects completed in accordance with the instructions relating to the Application Form, including if the accompanying cheque or banker’s draft is for the wrong amount.

## PART 8: UK TAXATION

The information below is a general guide based on current UK law and HMRC practice, both of which are subject to change (potentially with retrospective effect). It does not constitute tax advice and potential investors are recommended to take professional advice.

It summarises the tax position of the Company and of Shareholders who are UK resident (except where indicated) and hold Shares as investments and who are not subject to special UK tax treatment by virtue of their status. The tax legislation of a Shareholder's or potential investor's country of domicile or residence and of the Company's country of incorporation may have an impact on income received from the Shares.

The comments apply only to Shareholders who are the beneficial owners of their Shares. Certain Shareholders, such as dealers in securities, collective investment schemes, insurance companies and persons acquiring their Shares in connection with their employment may be taxed differently and are not considered. The tax consequences for each Shareholder investing in the Company may depend upon the Shareholder's own tax position and upon the relevant laws of any jurisdiction to which the Shareholder is subject.

Prospective investors who are in any doubt about their tax position, or who may be subject to tax in a jurisdiction other than the UK, are recommended to take professional advice.

### 1. The Company

The Company has been approved as an investment trust. It is the intention of the Directors to conduct the Company's affairs so that it continues to be approved by satisfying the conditions necessary for it to be eligible as an investment trust under Chapter 4 of Part 24 of the CTA and the Investment Trust (Approved Company) (Tax) Regulations 2011, as amended. Neither the Manager nor the Directors can guarantee that this approval will be maintained. The following comments are made on the basis that the Company continues to be approved as an investment trust.

As an investment trust the Company is generally exempt from UK tax on capital gains realised on the disposal of its investments, including interest-bearing securities and derivatives, depending on their treatment in the Company's accounts.

The Company should in practice generally be exempt from UK corporation tax on dividend income received, provided that such dividends (whether from UK or non-UK companies) fall within one of the "exempt classes" in Part 9A of the Corporation Tax Act 2009. Other (non-dividend) income received by the Company will, after deduction of allowable management fees and any other allowable costs, normally be subject to UK corporation tax (the current UK corporate tax rate is 19 per cent.).

As an investment trust approved under Chapter 4 of Part 24 of the CTA, the Company is able to elect to take advantage of modified UK tax treatment in respect of its "qualifying interest income" for each accounting period (referred to here as the "streaming" regime) by designating as an "interest distribution" all or part of the amount it distributes to Shareholders as dividends to the extent that it has "qualifying interest income" for the accounting period. The amount of any dividend designated as an interest distribution may be deducted from its income in calculating its taxable profit for the relevant accounting period.

Income arising from overseas investments may be subject to foreign withholding taxes at varying rates, but domestic reliefs or double taxation relief may be available.

### 2. Shareholders

All distributions are paid without the deduction of any UK tax and without any notional tax credit attached. Shareholders in the UK and other countries may be liable to account for tax in respect of their distributions to the tax authority in their country of residence. The following comments refer only to the tax liabilities of UK resident Shareholders and to UK withholding tax.

#### 2.1 Dividends – individuals

The following statements summarise the expected UK tax treatment for UK resident individual Shareholders who receive dividends from the Company. The statements in the following three paragraphs do not apply to interest distributions.

UK resident individuals are entitled to an annual dividend allowance (currently £2,000) in a tax year. For dividends received in excess of the allowance the income tax rates for the tax year 2022/23 are 8.75 per cent. for dividend income within the basic rate band, 33.75 per cent. for dividend income within the higher rate band and 39.35 per cent. for dividend income within the additional rate band.

Non-UK residents will not be subject to any UK withholding tax on dividends and they will not generally be liable to UK tax on them. They may be liable to tax on them in their own jurisdiction, however.

If the Company pays interest distributions then UK resident individual Shareholders should treat those distributions as interest received without tax deducted. UK resident individual Shareholders may be entitled to an annual savings allowance on interest depending on their highest marginal tax rate. The allowance is currently £1,000 per year for basic and nil rate taxpayers, £500 per year for higher rate taxpayers and nil for additional rate taxpayers. For interest and interest distributions received in excess of the savings allowance the income tax rates are currently 20 per cent. (basic rate), 40 per cent. (higher rate), and 45 per cent. (additional rate).

Non-UK residents will not be subject to any UK withholding tax on interest distributions and they will not generally be liable to UK tax on them. They may be liable to tax on them in their own jurisdiction where interest distributions may be treated as dividends.

## 2.2 Dividends – companies

The statements in the following three paragraphs do not apply in respect of interest distributions.

A UK resident corporate Shareholder will be subject to UK corporation tax on the gross amount of any dividends paid by the Company, unless the dividend falls within one of the exempt classes set out in Part 9A of the Corporation Tax Act 2009.

It is anticipated that dividends paid on the Shares to UK resident corporate Shareholders would generally (subject to anti-avoidance rules) fall within one of those exempt classes. Such Shareholders, however, are advised to consult their independent professional tax advisers to determine whether such dividends will be subject to UK corporation tax. If the dividends do not fall within any of the exempt classes, they will be subject to corporation tax, currently at a UK corporation tax rate of 19 per cent.

Non-UK residents will not be subject to any UK withholding tax on dividends and they will not generally be liable to UK tax on them. They may be liable to tax on them in their own jurisdiction, however.

If the Company pays interest distributions then a UK resident corporate Shareholder should treat such distributions as if they were interest on a creditor loan relationship according to the UK loan relationship rules (and subject to UK corporation tax at the current rate of 19 per cent.).

Non-UK residents will not be subject to any UK withholding tax on interest distributions. They may be liable to tax on them in their own jurisdiction where interest distributions may be treated as dividends.

## 2.3 Tax on chargeable gains

The issue of Ordinary Shares and/or C Shares under the Share Issuance Programme (whether in certificated form or not) will not itself create any charge to UK taxation on chargeable gains. The Directors intend that any conversion of C Shares into Ordinary Shares will be conducted in a manner that should entitle such conversion to tax-neutral reorganisation treatment. Without a disposal of the C Shares or acquisition of the Ordinary Shares held after the conversion, each Shareholder's interest in the Company will be regarded as being the same asset for the purpose of the taxation of chargeable gains. The base cost of the C Shares will be divided between the New Ordinary Shares arising upon the conversion in proportion to the respective market values of the Shareholdings.

Other disposals of Shares (including a disposal on a winding up of the Company) by a UK resident Shareholder may give rise to a chargeable gain or an allowable loss for the purposes of UK taxation of chargeable gains, depending on the Shareholder's circumstances and subject to any available exemption or relief.

UK-resident and domiciled individual Shareholders have an annual exempt amount for capital gains tax purposes, so that capital gains tax is chargeable only on gains arising from all sources during

the tax year in excess of this amount. The annual exempt amount is £12,300 for the tax year 2022/2023. For such individual Shareholders, capital gains tax will be chargeable on a disposal of Shares at the applicable rate (the current rate being 10 per cent. for gains falling within the basic rate band or 20 per cent. for higher or additional rate gains).

Corporate Shareholders who are resident in the UK for tax purposes will generally be subject to UK corporation tax at the rate of corporation tax applicable to that Shareholder (currently at a rate of 19 per cent. on chargeable gains arising on a disposal of their Shares).

### **3. ISAs and SIPPs**

Shares issued by the Company should be eligible to be held in a stocks and shares ISA (other than Shares received under any placing), subject to applicable annual subscription limits (£20,000 in the tax year 2022/2023).

Investments held in ISAs will be free of UK tax on both capital gains and income.

Shares should be eligible for inclusion in a self-invested personal pension (“SIPP”) or a small self-administered scheme (“SSAS”), subject to the discretion of the trustees of the SIPP or the SSAS, as the case may be.

Individuals wishing to invest in Shares through an ISA, SSAS or SIPP should contact their professional advisers regarding their eligibility.

### **4. Stamp duty and stamp duty reserve tax (“SDRT”)**

The issue of Ordinary Shares and/or C Shares under the Share Issuance Programme (whether in certificated form or not) will not give rise to stamp duty or SDRT, and nor will any conversion of C Shares into Ordinary Shares.

Subsequent transfers of Shares will generally incur a stamp duty (or SDRT for Shares held through CREST) charge for the buyer of 0.5 per cent. of the transaction value (rounded up to the nearest £5 in the case of stamp duty).

Subject to an exemption for transfers where the value of the consideration for the transfer does not exceed £1,000 and the instrument is certified appropriately, UK stamp duty will, in principle, be payable on any instrument of transfer of the Shares that is executed in the United Kingdom or that relates to any property situated, or any matter or thing done or to be done, in the United Kingdom. The stamp duty will be chargeable at the rate of 0.5 per cent. on the value of the consideration paid for the transfer and rounded to the nearest £5 (except where the transfer is made between “connected companies” (as defined in section 1122 of the CTA), in which case the stamp duty would be chargeable on the market value of the shares at the time of the transfer, if higher than the consideration paid).

Deposits into CREST (where there is no transfer of beneficial owner or consideration paid) will generally not be subject to SDRT or stamp duty. If, however, such a transfer is made for a consideration in money or money’s worth, a liability to SDRT (usually at a rate of 0.5 per cent.) will arise.

Paperless transfers of Shares, such as those occurring within CREST, are generally liable to SDRT, rather than stamp duty, at the rate of 0.5 per cent. of the amount or value of the consideration. CREST is obliged to collect SDRT on relevant transactions settled within the system. The charge is generally borne by the purchaser.

Special rules apply where Shares are issued or transferred to, or to a nominee or agent for, either a person whose business is or includes issuing depositary receipts or a person providing a clearance service, under which SDRT or stamp duty may be charged at a rate of 1.5 per cent., with subsequent transfers within the clearance service or transfers of depositary receipts then being free from SDRT or stamp duty. In view of continuing uncertainty, specific professional advice should be sought before incurring a 1.5 per cent. stamp duty or SDRT charge in any circumstances.

### **5. Reporting requirements**

Under legislation implementing the UK’s obligations under various intergovernmental agreements relating to the automatic exchange of information in order to combat tax evasion and to improve international tax compliance (including but not limited to agreements relating to CRS) the Company

may be required to collect and report information about Shareholders and their investments to HMRC, including information to verify their identity and tax residence.

## PART 9: ADDITIONAL INFORMATION

### 1. Incorporation

- 1.1 The Company was incorporated in England and Wales on 24 August 2018 with registered number 11535957 as a public company limited by shares under the Act. The Company is registered as an investment company under section 833 of the Act and is an investment trust under section 1158 of the CTA. The Company has an indefinite life.
- 1.2 The registered office and principal place of business of the Company is The Scalpel, 18th Floor, 52 Lime Street, London EC3M 7AF (telephone: +44 20 3367 1185).
- 1.3 The Company is incorporated and operates under the Act. The Company is not authorised or regulated as a collective investment scheme by the Financial Conduct Authority. The Company is an alternative investment fund for the purposes of the AIFM Rules and is subject to the Prospectus Regulation Rules, the Disclosure Guidance and Transparency Rules, the Takeover Code, the Market Abuse Regulation and the rules of the London Stock Exchange.
- 1.4 Other than its entry into the AIFM Agreement (details of which are summarised in paragraph 6.1 of Part 9 (*Additional Information*) of the Registration Document) and any related transactions set out immediately below, the Company has not since 31 December 2021 entered into any related party transactions except for the following agreements:
- 1.4.1 the management services arrangements between Gresham House Energy Storage Solutions Limited and Gresham House effective from 8 March 2022;
- 1.4.2 the O&M arrangements between each of HC ESS2 Limited, Roundponds Energy Limited, HC ESS4 Limited and West Midlands Grid Storage Two Limited and Gresham House O&M Services Limited effective from 1 April 2022;
- 1.4.3 a share charge granted by Devco over its shares in UK Battery Storage Limited dated 31 March 2022; and
- 1.4.4 a loan agreement between Midco and UK Battery Storage Limited and associated debenture granted by UK Battery Storage Limited dated 31 March 2022 over all its assets and undertakings.

### 2. Directors and their interests

- 2.1 The Directors are:

<u>Name</u>	<u>Function</u>	<u>Date of Appointment</u>
John S. Leggate CBE FREng	Chair and Independent Non-executive Director	24 August 2018
Duncan Neale	Audit Committee Chair and Independent Non-executive Director	24 August 2018
Catherine Pitt	Management Engagement Committee Chair, Nomination Committee Chair and Independent Non-executive Director	1 March 2019
David Stevenson	Senior Independent Director and Remuneration Committee Chair and Independent Non-executive Director	24 August 2018



- 2.2 Insofar as is known to the Company, the interests of each Director and PDMR, including any connected person, the existence of which is known to, or could with reasonable diligence be ascertained by, that Director or PDMR whether or not held through another party, in the share capital of the Company is as follows:

<b>Name</b>	<b>Number of Ordinary Shares</b>
John S. Leggate CBE FREng	83,375
Duncan Neale	16,925
Catherine Pitt	30,615
David Stevenson	22,330

- 2.3 All Shares allotted and issued to a Director under the Share Issuance Programme, if any, will be beneficially held by such Director unless otherwise stated.
- 2.4 The Company has not set aside or accrued amounts to provide pension, retirement or similar benefits for the Board.
- 2.5 No loan has been granted to, nor any guarantee provided for the benefit of, any Director by the Company.
- 2.6 None of the Directors, has, or has had, any interest in any transaction which is or was unusual in its nature or conditions or significant to the business of the Company and which has been effected by the Company since its incorporation.
- 2.7 There are currently no potential conflicts of interest between any of the Directors' duties to the Company and their private interests and/or other duties. If a Director has a potential conflict of interest between his duties to the Company and their private interests or other obligations owed to third parties on any matter, the relevant Director will disclose their conflict of interest to the rest of the Board, not participate in any discussion by the Board in relation to such matter and not vote on any resolution in respect of such matter.
- 2.8 The Directors in the five years before the date of this Securities Note:
- (a) do not have any convictions in relation to fraudulent offences;
  - (b) have not been associated with any bankruptcies, receiverships or liquidations of any partnership or company through acting in the capacity as a member of the administrative, management or supervisory body or as a partner, founder or senior manager of such partnership or company; and
  - (c) do not have any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies) and have not been disqualified by a court from acting as a member of the administrative, management or supervisory bodies of any issuer or from acting in the management or conduct of the affairs of any issuer.
- 2.9 The Company shall maintain directors' and officers' liability insurance on behalf of the Company at the expense of the Company.

### **3. Major interests**

- 3.1 As at the close of business on the Latest Practicable Date, other than as set out below, the Company is not aware of any person who would be directly or indirectly interested in three per cent. or more of the Company's issued share capital.

<b>Shareholder</b>	<b>Number of Ordinary Shares</b>	<b>% of issued Ordinary Share Capital</b>
Sarasin & Partners LLP	42,939,265	9.81
Schroder Investment Management Limited	27,922,680	6.38
Border to Coast Pensions Partnership Limited	27,105,757	6.19
Gresham House plc	26,859,422	6.13
Gravis Capital Management Limited	23,857,210	5.45
Close Asset Management Limited	20,967,340	4.79
CCLA Investment Management Limited	19,139,455	4.37
Newton Investment Management Limited	17,955,613	4.10
JM Finn & Co Limited	16,515,653	3.77
Mr Benjamin Guest	14,383,826	3.29
Quilter Cheviot Investment Management Limited	13,199,884	3.01

3.2 Save as set out in paragraph 3.1 of this Part 9 (*Additional Information*), as at the close of business on the Latest Practicable Date, the Company is not aware of any person who will directly or indirectly, jointly or severally, exercise or could exercise control over the Company. The Company knows of no arrangements, the operation of which may result in a change of control of the Company. All Shareholders have the same voting rights in respect of the share capital of the Company.

#### **4. Share Capital**

4.1 The share capital of the Company consists of an unlimited number of shares with or without par value as the Directors may determine which, upon issue, the Directors may designate Ordinary Shares or C Shares of such classes and denominated in such currencies as the Directors may determine. As at the close of business on the Latest Practicable Date, the Company had 437,842,078 Ordinary Shares in issue. The Ordinary Shares are in registered form and may be held in certificated or in uncertificated form. The entire issued share capital of the Company is admitted to trading on the Specialist Fund Segment.

4.2 In order to facilitate the Share Issuance Programme, the Company obtained authority at the May General Meeting to allot on a non-pre-emptive basis of up to (i) 400 million New Shares. The authority lapses on 31 December 2023. If the authority is exhausted before the AGM, the Directors may seek Shareholder authority to issue further Shares on a non-pre-emptive basis at one or more subsequent general meetings.

4.3 The Company has not granted any options over its share or loan capital which remain outstanding and has not agreed, conditionally or unconditionally to grant any such options.

4.4 The Company derives earnings from its gross assets in the form of dividends and interest. Whilst the earnings per Ordinary Share will be reduced, it is expected that the Share Issuance Programme will be earnings enhancing to the extent that the Company's ongoing expense ratio is reduced due to the fixed costs being spread across a larger equity base.

#### **5. Shares**

##### **5.1 Restriction on free transferability of the Shares**

A share in certificated form may be transferred by an instrument of transfer, which may be in any usual form or in any other form approved by the Directors, executed by or on behalf of the transferor and, where the share is not fully paid, by or on behalf of the transferee. A share in uncertificated form may be transferred by means of the relevant electronic system concerned.

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 and on which the Company has a lien provided that this would not prevent dealings in the Shares of that class from taking place on an open and proper basis on the London Stock Exchange.

In addition, the Board may refuse to register a transfer of Shares if (i) in the case of certificated Shares (a) it is in respect of more than one class of Shares, (b) it is in favour of more than four joint transferees or (c) it is delivered for registration to the registered office of the Company or such other place as the Board may decide and is not accompanied by the certificate for the Shares to which it relates and such other evidence of title as the Board may reasonably require.

The Board may decline to register a transfer of an uncertificated share which is traded through the CREST UK system in accordance with the CREST Regulations where, in the case of a transfer to joint holders, the number of joint holders to whom uncertificated shares is to be transferred exceeds four.

If the Directors refuse to register or authorise the registration of a transfer of a share, they shall send notice of refusal to the transferee together with reasons for the refusal as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company or its registrar.

No fee shall be charged for the registration of any instrument of transfer or other document or instruction relating to or affecting the title to any share.

## 5.2 Rights attaching to the Ordinary Shares

The Articles and the Act provide for the following rights, which attach to the Ordinary Shares:

### 5.2.1 New issues

Further issues of shares, of whatever class, for cash will be subject to pre-emption rights conferred on existing Shareholders, save to the extent these rights have been dis-applied by a special resolution of the Company.

### 5.2.2 Votes of members

Subject to any rights or restrictions attached to any shares, on a show of hands every Shareholder present in person has one vote, every proxy present who has been duly appointed by a Shareholder entitled to vote has one vote and every corporate representative present who has been duly authorised by a corporation has the same voting rights as the corporation would be entitled to. On a poll every Shareholder (whether present in person or by proxy or by corporate representative) has one vote for every share of which he is the holder. A Shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses the same way. In the case of joint holders, the vote of the person whose name appears before the names of the other joint holder(s) on the Register in respect of the share and who tenders a vote shall be accepted to the exclusion of the vote of the other joint holders.

No Shareholder shall have any right to vote at any general meeting or at any separate meeting of the holders of any class of shares, either in person or by proxy, in respect of any share held by him unless all amounts presently payable by him in respect of that share have been paid.

### 5.2.3 Dividends

Subject to the provisions of the Act, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the Shareholders but no dividends shall exceed the amount recommended by the Directors. The Directors may pay interim dividends, or dividends payable at a fixed rate, if it appears to them that they are justified by the profits of the Company available for distribution. If the Directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

Subject to the Act and the rights of persons (if any) entitled to shares with preferential or special rights as to dividend, all dividends shall be paid *pro rata* according to the amounts paid up on the shares on which the dividend is paid. If any share is issued on terms that it

ranks for dividend as from a particular date, it shall rank for dividend accordingly. In any other case, dividends shall be apportioned and paid proportionately to the amount paid up on the shares during any portion(s) of the period in respect of which the dividend is paid.

#### 5.2.4 Winding-up

If the Company is wound up, with the sanction of a special resolution, the liquidator may divide among the Shareholders in specie or kind the whole or any part of the assets of the Company and for that purpose may value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. With the like sanction, the liquidator may vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he may determine, but no Shareholder shall be compelled to accept any shares or other securities upon which there is a liability.

#### 5.2.5 Restrictions on rights: failure to respond to a Section 793 notice

If a Shareholder, or any other person appearing to be interested in shares held by that Shareholder, fails to provide the information requested in a notice given to him under section 793 of the Act by the Company in relation to his interest in shares (the “**Default Shares**”) within the period of compliance specified in the notice (being not less than 14 days from the date of the service of the notice) and where the default shares represent at least 0.25 per cent. of their class, sanctions shall apply unless the Directors determine otherwise. The sanctions available are the suspension of the right to attend or vote (whether in person or by representative or proxy) at any general meeting or any separate meeting of the holders of any class or on any poll and, where the default shares represent at least 0.25 per cent. of their class (excluding treasury shares), the withholding of any dividend payable in respect of those shares and the restriction of the transfer of those shares.

#### 5.3 C Shares and Deferred Shares

The Articles and the Act provide for the following rights, which attach to the C Shares and the Deferred Shares arising on their conversion.

(a) The following definitions apply for the purposes of this paragraph 5.3 only:

“**Calculation Date**” means the earliest of the:

- (i) close of business on the date to be determined by the Directors occurring not more than 10 Business Days after the day on which the Manager shall have given notice to the Directors that at least 90 per cent. of the Net Proceeds (or such other percentage as the Directors and the Adviser may agree) shall have been invested; or
- (ii) close of business on the date falling 12 calendar months after the allotment of the C Shares or if such a date is not a Business Day the next following Business Day; or
- (iii) close of business on the day on which the Directors resolve that Force Majeure Circumstances have arisen or are imminent;

“**Conversion**” means conversion of the C Shares into Ordinary Shares and Deferred Shares in accordance with paragraph (g);

“**Conversion Date**” means the close of business on such Business Day as may be selected by the Directors falling not more than 10 Business Days after the Calculation Date;

“**Conversion Ratio**” is the ratio of the net asset value per C Share to the net asset value per Ordinary Share, which is calculated as:

Conversion Ratio = A/B

**A** = (C – D)/E

**B** = (F – C – I – G + D + J)/H

Where:

**C** is the aggregate of:

- (i) the value of the investments of the Company attributable to the C Shares of the relevant class, calculated by reference to the Directors' belief as to an appropriate current value for those investments on the Calculation Date in accordance with any valuation policy adopted by the Company from time to time; and
- (ii) the amount which, in the Directors' opinion, fairly reflects, on the Calculation Date, the value of the current assets of the Company attributable to the relevant class of C Shares (excluding the investments valued under (i) above but including cash and deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature), calculated in accordance with any valuation policy adopted by the Company from time to time;

**D** is the amount (to the extent not otherwise deducted from the assets attributable to the relevant class of C Shares) which, in the Directors' opinion, fairly reflects the amount of the liabilities of the Company attributable to the relevant class of C Shares on the Calculation Date (including the amounts of any declared but unpaid dividends in respect of such shares);

**E** is the number of C Shares of the relevant class in issue on the Calculation Date;

**F** is the aggregate of:

- (i) the value of all the investments of the Company, calculated by reference to the Directors' belief as to an appropriate current value for those investments on the Calculation Date in accordance with any valuation policy adopted by the Company from time to time; and
- (ii) the amount which, in the Directors' opinion, fairly reflects, on the Calculation Date, the value of the current assets of the Company (excluding the investments valued under (i) above but including cash and deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature), calculated in accordance with any valuation policy adopted by the Company from time to time;

**G** is the amount (to the extent not otherwise deducted in the calculation of F) which, in the Directors' opinion, fairly reflects the amount of the liabilities of the Company on the Calculation Date (including the amounts of any declared but unpaid dividends);

**H** is the number of Ordinary Shares in issue on the Calculation Date (excluding any Ordinary Shares held in treasury);

**I** is the aggregate of:

- (i) the value of the investments of the Company attributable to all other class(es) of C Shares in issue other than the class of C Shares as referred to in C above (the "Other Class(es) of C Shares"), calculated by reference to the Directors' belief as to an appropriate current value for those investments on the Calculation Date in accordance with any valuation policy adopted by the Company from time to time; and
- (ii) the amount which, in the Directors' opinion, fairly reflect, on the Calculation Date, the value of the current assets of the Company attributable to the Other Class(es) of C Shares (excluding the investments valued under (i) above but including cash and deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature), calculated in accordance with any valuation policy adopted by the Company from time to time; and

**J** is the amount (to the extent not otherwise deducted from the assets attributable to the Other Class(es) of C Shares) which, in the Directors' opinion, fairly reflects the amount of the liabilities of the Company attributable to the Other Class(es) of C Shares on the Calculation Date,

provided that the Directors shall make such adjustments to the value or amount of A and B as the Auditors shall report to be appropriate having regard among other things, to the assets of the Company immediately prior to the date on which the Company first receives the Net Proceeds relating to the relevant class of C Shares and/or to the reasons for the issue of the relevant class of C Shares;

**"Deferred Shares"** means deferred shares of £0.001 each in the capital of the Company arising on Conversion, which have limited rights to capital and income;

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



**“Force Majeure Circumstances”** means (i) any political and/or economic circumstances and/or actual or anticipated changes in fiscal or other legislation which, in the reasonable opinion of the Directors, renders Conversion necessary or desirable; (ii) the issue of any proceedings challenging, or seeking to challenge, the power of the Company and/or its Directors to issue the C Shares with the rights proposed to be attached to them and/or to the persons to whom they are, and/or the terms upon which they are proposed to be issued; or (iii) the giving of notice of any general meeting of the Company at which a resolution is to be proposed to wind up the Company, whichever shall happen earliest; and

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

References to ordinary shareholders, The holders of C shares and deferred shareholders should be construed as references to holders for the time being of Ordinary Shares, C Shares and Deferred Shares respectively.

- (b) The holders of the Ordinary Shares, the C Shares and the Deferred Shares shall, subject to the provisions of the Articles, have the following rights to be paid dividends:
- (i) the Deferred Shares (to the extent that any are in issue and extant) shall entitle the holders thereof to a cumulative annual dividend at a fixed rate of one per cent. of the nominal amount thereof, the first such dividend (adjusted *pro rata temporis*) (the **“Deferred Dividend”**) being payable on the date six months after the Conversion Date upon which such Deferred Shares were created (the **“Relevant Conversion Date”**) and on each anniversary of such date payable to the holders thereof on the register of members on that date as holders of Deferred Shares but shall confer no other right, save as provided herein, on the holders thereof to share in the profits of the Company. The Deferred Dividend shall not accrue or become payable in any way until the date six months after the Relevant Conversion Date and shall then only be payable to those holders of Deferred Shares registered in the register of members of the Company as holders of Deferred Shares on that date. It should be noted that given the proposed repurchase of the Deferred Shares as described below, it is not expected that any dividends will accrue or be paid on such shares;
  - (ii) the holders of C Shares shall be entitled to receive in that capacity such dividends as the Directors may resolve to pay out of net assets attributable to the C Shares and from income received and accrued which is attributable to the C Shares;
  - (iii) the Ordinary Shares shall confer the right to dividends declared in accordance with the Articles;
  - (iv) the Ordinary Shares into which C Shares shall convert shall rank *pari passu* with the Existing Ordinary Shares for dividends and other distributions made or declared by reference to a record date falling after the Calculation Date; and
  - (v) no dividend or other distribution shall be made or paid by the Company on any of its shares (other than any Deferred Shares for the time being in issue) between the Calculation Date and the Conversion Date relating to such C Shares (both dates inclusive) and no such dividend shall be declared with a record date falling between the Calculation Date and the Conversion Date (both dates inclusive).
- (c) The holders of the Ordinary Shares, the C Shares and the Deferred Shares shall, subject to the provisions of the Articles, have the following rights as to capital:
- (i) the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase by the Company of any of its shares) at a time when any C Shares are for the time being in issue and prior to the Conversion Date relating to such C Shares, be applied (after having deducted therefrom an amount equivalent to (C-D) in respect of each class of C Shares in issue using the methods of calculation of C and D given in the definition of Conversion Ratio set out above save that the **“Calculation Date”** shall be such date as the liquidator may determine, which amount attributable to each class shall be applied amongst the holders of C shares of such class *pro rata* according to the nominal capital paid up on their holdings of

- C Shares), be divided, amongst the existing holders of Ordinary Shares *pro rata* according to the nominal capital paid up on their holdings of Existing Ordinary Shares; and
- (ii) the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase by the Company of any of its shares) at a time when no C Shares are for the time being in issue be applied as follows:
    - (A) first, if there are Deferred Shares in issue, in paying to the deferred shareholders £0.01 in aggregate in respect of every 1,000,000 Deferred Shares (or part thereof) of which they are respectively the holders; and
    - (B) secondly, the surplus shall be divided, amongst the holders of Ordinary Shares *pro rata* according to the nominal capital paid up on their holdings of Ordinary Shares.
- (d) As regards voting:
- (i) The Ordinary Shares and the C Shares shall carry the right to receive notice of and to attend and vote at any general meeting of the Company. The voting rights of holders of C Shares will be the same as those applying to holders of Existing Ordinary Shares as set out in the Articles as if the C Shares and Existing Ordinary Shares were a single class.
  - (ii) The Deferred Shares shall not carry any right to receive notice of nor to attend or vote at any general meeting of the Company.
- (e) The following shall apply to the Deferred Shares:
- (i) the C Shares shall be issued on such terms that the Deferred Shares arising upon Conversion (but not the Ordinary Shares arising on Conversion) may be repurchased by the Company in accordance with the terms set out herein;
  - (ii) immediately upon Conversion, the Company shall repurchase all of the Deferred Shares which arise as a result of Conversion for an aggregate consideration of £0.01 for every 1,000,000 Deferred Shares and the notice referred to in paragraph (g) below shall be deemed to constitute notice to each holder of C shares (and any person or persons having rights to acquire or acquiring C Shares on or after the Calculation Date) that the Deferred Shares shall be repurchased immediately upon Conversion for an aggregate consideration of £0.01 for each holding of 1,000,000 Deferred Shares. On repurchase, each Deferred Share shall be treated as cancelled in accordance with section 706 of the Act without further resolution or consent; and
  - (iii) the Company shall not be obliged to: (i) issue share certificates to the holders of Deferred Shares in respect of the Deferred Shares; or (ii) account to any holder of Deferred Shares for the repurchase moneys in respect of such Deferred Shares.
- (f) For so long as any C Shares are for the time being in issue, until Conversion of such C Shares and without prejudice to its obligations under applicable laws the Company shall:
- (i) procure that the Company's records, bank and custody accounts shall be operated so that the assets attributable to the C Shares can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall, without prejudice to any obligations pursuant to applicable laws, procure that separate cash accounts, broker settlement accounts and investment ledger accounts shall be created and maintained in the books of the Company for the assets attributable to each class of C Shares in issue;
  - (ii) allocate to the assets attributable to the C Shares such proportion of the income, expenses and liabilities of the Company incurred or accrued between the date on which the Company first receives the Net Proceeds and the Calculation Date relating to such C Shares (both dates inclusive) as the Directors consider to be attributable to the C Shares; and
  - (iii) give or procure the giving of appropriate instructions to the Manager to manage the Company's assets so that such undertakings can be complied with by the Company.

- (g) A class of C Shares for the time being in issue shall be sub-divided and converted into Ordinary Shares and Deferred Shares on the Conversion Date in accordance with the following provisions of this paragraph (g):
- (i) the Directors shall procure that as soon as reasonably practicable and in any event within one month of the Calculation Date:
    - (A) the Conversion Ratio as at the Calculation Date and the numbers of Ordinary Shares and Deferred Shares to which each holder of C shares shall be entitled on Conversion shall be calculated; and
    - (B) the Auditors shall be requested to confirm that such calculations as have been made by the Company have, in their opinion, been performed in accordance with the Articles and are arithmetically accurate whereupon such calculations shall become final and binding on the Company and all holders of the Company's shares and any other securities issued by the Company which are convertible into the Company's shares, subject to the proviso immediately after the definition of H in paragraph (a).
  - (ii) The Directors shall procure that, as soon as practicable following such confirmation and in any event within one month of the Calculation Date, a notice is sent to each holder of C shares advising such holder of C shares of the Conversion Date, the Conversion Ratio and the numbers of Ordinary Shares and Deferred Shares to which such holder of C shares will be entitled on Conversion.
  - (iii) On conversion each C Share shall automatically subdivide into 10 conversion shares of £0.001 each and such conversion shares of £0.001 each shall automatically convert into such number of Ordinary Shares and Deferred Shares as shall be necessary to ensure that, upon such Conversion being completed:
    - (A) the aggregate number of Ordinary Shares into which the same number of conversion shares of £0.001 each are converted equals the number of C Shares in issue on the Calculation Date multiplied by the Conversion Ratio (rounded down to the nearest whole Ordinary Share); and
    - (B) each conversion share of £0.001 which does not so convert into an Ordinary Share shall convert into a Deferred Share.
  - (iv) The Ordinary Shares and Deferred Shares arising upon Conversion shall be divided amongst the former holders of C shares *pro rata* according to their respective former holdings of C Shares (provided always that the Directors may deal in such manner as they think fit with fractional entitlements to Ordinary Shares and Deferred Shares arising upon Conversion including, without prejudice to the generality of the foregoing, selling any Ordinary Shares representing such fractional entitlements and retaining the proceeds for the benefit of the Company).
  - (v) Forthwith upon Conversion, the share certificates relating to the C Shares shall be cancelled and the Company shall issue to each former holder of C shares new certificates in respect of the Ordinary Shares which have arisen upon Conversion to which he is entitled. Share certificates in respect of the Deferred Shares will not be issued.
  - (vi) The Directors may make such adjustments to the terms and timing of Conversion as they in their discretion consider are fair and reasonable having regard to the interests of all Shareholders.
- (h) Without prejudice to the generality of the Articles, for so long as any C Shares are for the time being in issue it shall be a special right attaching to the Existing Ordinary Shares as a class and to the C Shares as a separate class that without the sanction or consent of such holders given in accordance with the Articles:
- (i) no allotment or issue will be made of any security convertible into or carrying a right to subscribe for any share capital of the Company other than the allotment or issue of further C Shares; and
  - (ii) no resolution of the Company shall be passed to wind-up the Company.

- (i) For the avoidance of doubt but subject to the rights or privileges attached to any other class of shares, the previous sanction of a special resolution of the holders of Existing Ordinary Shares and C Shares, as described above, shall not be required in respect of:
- (i) the issue of further Ordinary Shares ranking *pari passu* in all respects with the Existing Ordinary Shares (otherwise than in respect of any dividend or other distribution declared, paid or made on the Existing Ordinary Shares by the issue of such further Ordinary Shares); or
- (ii) the sale of any shares held as treasury shares (as such term is defined in section 724 of the Act) in accordance with sections 727 and 731 of the Act or the purchase or redemption of any shares by the Company (whether or not such shares are to be held in treasury).

## 6. Working Capital

The Company is of the opinion that the working capital available to the Group is sufficient for its present requirements, that is, for at least the next 12 months following the date of this document.

## 7. Capitalisation and indebtedness

The following table shows, sourced from the Company's internal accounting records, the Company's unaudited indebtedness (distinguishing between guaranteed and unguaranteed, secured and unsecured indebtedness) as at the close of business on 31 March 2022 (being a date within 90 days of the publication of this Securities Note) and, sourced from the Company's audited financial statements, the Company's audited capitalisation as at 31 December 2021 (being the last date in respect of which the Company has published audited financial information).

	<b>31 March 2022</b>
	<b>£'000</b>
	<b>(Unaudited)</b>
	<hr/>
<i>Total current debt</i>	
• Guaranteed	—
• Secured	—
• Unguaranteed/unsecured	—
<b>Total current debt</b>	<b>—</b>
<i>Non-current debt (excluding current portion of long-term debt)</i>	
• Guaranteed	—
• Secured	—
• Unguaranteed/unsecured	—
<b>Total non-current debt</b>	<b>—</b>
	<b>31 December 2021</b>
	<b>£'000</b>
	<b>(Audited)</b>
	<hr/>
<i>Shareholders' equity</i>	
• Share capital	4,378
• Legal reserve	—
• Other reserves*	362,358
<b>Total Shareholders' equity*</b>	<b>366,736</b>

\* Being the Company's share premium and Merger relief reserve. Excludes the Company's Capital reduction reserve, Capital reserves and Revenue reserves. The Merger relief reserve relates to shares issued for shares to acquire investments. The Company's Capital reduction reserve represents a distributable reserve created following a Court approved reduction in capital. The Company's Revenue reserves represent cumulative revenue net profits recognised in the Statement of Comprehensive Income. The Company's Capital reserves represent cumulative net gains and losses on investments recognised in the Statement of Comprehensive Income.

As at the Latest Practicable Date, there has been no material change in the unaudited capitalisation of the Company, since 31 December 2021 (being the last date in respect of which the Company has published financial information).

The following table shows, sourced from its internal accounting records, the Company's unaudited net liquidity as at the close of business on 31 March 2022 (being a date within 90 days of the publication of this Securities Note).

	<b>31 March 2022</b> <b>£'000</b> <b>(Unaudited)</b>
A. Cash**	57,689
B. Cash equivalent	—
C. Trading Securities	—
D. Liquidity (A)+(B)+(C)	57,689
E. Current financial receivables	—
F. Current bank debt	—
G. Current portion of non-current debt	—
H. Other current financial debt	—
I. Current financial debt (F)+(G)+(H)	—
J. Net current financial liquidity/(indebtedness) (D)+(E)+(I)	57,689
K. Non-current bank loans	—
L. Bonds issued	—
M. Other non-current loans	—
N. Non-current financial indebtedness (K)+(L)+(M)	—
O. Net financial liquidity/(indebtedness) (J)+(N)	57,689

\*\* Excludes Restricted Cash balances of circa £30,770,000 relating to collateral for letters of credit for a supplier. The Company is a guarantor to the £180 million debt facility entered into by the Group's wholly owned subsidiary Gresham House Energy Storage Holdings plc (MidCo) in September 2021 which was undrawn as at 31 March 2022. As at 31 March 2022 the Company has provided letters of credit to a supplier for an amount of circa £30.8 million, and in relation to which the Company has deposited cash collateral of circa £30.8 million with the relevant financial institution (this restricted cash has been excluded from the balance for 'Cash' as at 31 March 2022 presented in the above table). The Company has no other indirect indebtedness or contingent indebtedness. Midco is not consolidated as both the Company and MidCo are considered to be investment entities for the purposes of International Financial Reporting Standard 10 'Consolidated Financial Statements'.

## **8. The Takeover Code**

### **8.1 Mandatory bid**

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

- 8.1.1 a person acquires an interest in shares which, when taken together with shares already held by him or persons acting in concert with him, carry 30 per cent. or more of the voting rights in the Company; or
- 8.1.2 a person who, together with persons acting in concert with him, is interested in not less than 30 per cent. and not more than 50 per cent. of the voting rights in the Company acquires additional interests in shares which increase the percentage of shares carrying voting rights in which that person is interested, the acquirer and, depending on the circumstances, its concert parties, would be required (except with the consent of the Panel) to make a cash offer for the outstanding shares at a price not less than the highest price paid for any interests in the shares by the acquirer or its concert parties during the previous 12 months.

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

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



The proposed buyback powers could have implications under Rule 9 of the Takeover Code for Shareholders with significant shareholdings. Prior to the Board implementing any share buyback the Board will seek to identify any Shareholders who they are aware may be deemed to be acting in concert under note 1 of Rule 37 of the Takeover Code and will seek an appropriate waiver in accordance with note 2 of Rule 37. However, neither the Company, nor any of the Directors, nor the AIFM will incur any liability to any Shareholder(s) if they fail to identify the possibility of a mandatory offer arising or, if having identified such a possibility, they fail to notify the relevant Shareholder(s) or if the relevant Shareholder(s) fail(s) to take appropriate action.

## 8.2 Compulsory acquisition

Under sections 974 to 991 of the Act, if an offeror acquires or contracts to acquire (pursuant to a takeover offer) not less than 90 per cent. of the shares (in value and by voting rights) to which such offer relates it may then compulsorily acquire the outstanding shares not assented to the offer. It would do so by sending a notice to outstanding holders of shares telling them that it will compulsorily acquire their shares and then, six weeks later, it would execute a transfer of the outstanding shares in its favour and pay the consideration to the company, which would hold the consideration on trust for the outstanding holders of shares. The consideration offered to the holders whose shares are compulsorily acquired under the Act must, in general, be the same as the consideration that was available under the takeover offer.

In addition, pursuant to section 983 of the Act, if an offeror acquires or agrees to acquire not less than 90 per cent. of the shares (in value and by voting rights) to which the offer relates, any holder of shares to which the offer relates who has not accepted the offer may require the offeror to acquire his shares on the same terms as the takeover offer.

The offeror would be required to give any holder of shares notice of his right to be bought out within one month of that right arising. Sell-out rights cannot be exercised after the end of the period of three months from the last date on which the offer can be accepted or, if later, three months from the date on which the notice is served on the holder of shares notifying them of their sell-out rights. If a holder of shares exercises its rights, the offeror is bound to acquire those shares on the terms of the takeover offer or on such other terms as may be agreed.

## 8.3 Prohibition on frustrating actions

Pursuant to Rule 21.1 of the Takeover Code, where the offeree board has received an approach or has reason to believe an offer might be imminent, the board of the offeree company must not, without shareholder consent first being obtained in general meeting:

- 8.3.1 take any action which may result in any offer or *bona fide* possible offer being frustrated; or the shareholders of the offeree company being denied the opportunity to decide on the merits of any offer or *bona fide* possible offer; or
- 8.3.2 amongst other matters, issue any shares, or issue or grant any options in respect of unissued shares, or create any securities carrying rights of conversion into shares, or sell or dispose of any asset of a material amount, or enter into contracts otherwise than in the ordinary course of business.

## 9. Third party information and consents

The Manager has given and not withdrawn its written consent to the inclusion in this Securities Note of references to its name.

Jefferies, as sole global co-ordinator, bookrunner and financial adviser, has given and not withdrawn its written consent to the inclusion in this Securities Note of references to their name.

Certain information contained in this Securities Note has been sourced from third parties and where such third party information has been referenced in this Securities Note, the source of that information has been disclosed. Such information has been accurately reproduced and, as far as the Company and Gresham House are able to ascertain from information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading.

## PART 10: DEFINITIONS

<b>2023 AGM</b>	the annual general meeting of the Company expected to be held in June 2023, or any adjournment thereof;
<b>2021 Annual Report</b>	Has the meaning given to it in paragraph 2 of Part 6 ( <i>Financial Information</i> ) of the Registration Document;
<b>Act</b>	Companies Act 2006, as amended;
<b>Administrator and Company Secretary</b>	JTC (UK) Limited;
<b>Admission</b>	admission of any New Shares to trading on the Specialist Fund Segment;
<b>AGM</b>	an annual general meeting of the Company;
<b>AIF</b>	alternative investment fund, as defined in the AIFM Rules;
<b>AIFM Agreement</b>	the management agreement between the Company and the Gresham House, a summary of which is set out in paragraph 6.1 of Part 9 ( <i>Additional Information</i> ) of the Registration Document;
<b>AIFM Directive or AIFMD</b>	the UK version of The Alternative Investment Fund Managers Directive (2011/61/EU) as it forms part of the law of England and Wales by virtue of the EUWA, as amended by the UK legislation from time to time;
<b>AIFM Delegated Regulation</b>	the UK version of the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing the AIFM Directive, with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision as it forms part of the law of England and Wales by virtue of the EUWA, as amended by UK legislation from time to time;
<b>AIFM Regulations</b>	The Alternative Investment Fund Managers Regulations 2013 (SI 2013/1773), as amended;
<b>AIFM Rules</b>	the AIFM Directive, the AIFM Delegated Regulation and all applicable rules and regulations implementing the AIFM Directive in the UK, including without limitation the AIFM Regulations and all relevant provisions of the FCA Rules;
<b>Application Form</b>	The application form for use in connection with the Initial Offer for Subscription and any Subsequent Offer for Subscription as set out in the Appendix;
<b>Articles or Articles of Association</b>	the articles of association of the Company in force from time to time;
<b>Audit Committee</b>	the audit committee of the of the Company as described in paragraph 2.3 of Part 7 ( <i>Directors, Management and Administration</i> ) of the Registration Document;
<b>Auditor</b>	BDO UK LLP;
<b>Board or Directors</b>	the directors of the Company whose names are set out in paragraph 1 of Part 7 ( <i>Directors, Management and Administration</i> ) of the Registration Document or, as the context requires, the directors of the Company from time to time;
<b>Brexit</b>	the referendum held by the UK on 23 June 2016 in which a majority of voters voted to exit the European Union;
<b>Business Days</b>	any day on which the London Stock Exchange is open for business and banks are open for business in London (excluding Saturdays and Sundays);

<b>Company</b>	Gresham House Energy Storage Fund PLC;
<b>CREST</b>	the system for the paperless settlement of trades in securities and the holding of uncertificated securities operated by Euroclear in accordance with the CREST Regulations;
<b>CREST Regulations</b>	the Uncertificated Securities Regulations 2001 (SI 2001 No. 2001/3755);
<b>CRS</b>	the OECD common reporting standard;
<b>C Shares</b>	C Shares of £0.01 each in the capital of the Company having the rights and restrictions set out in paragraph 5.3 of Part 9 ( <i>Additional Information</i> ) of this Securities Note;
<b>Circular</b>	the circular to Shareholders published by the Company on 27 October 2020;
<b>CTA</b>	Corporation Tax Act 2010, as amended;
<b>Disclosure Guidance and Transparency Rules</b>	the Disclosure Guidance and Transparency Rules made by the FCA under section 73A of FSMA;
<b>EEA or European Economic Area</b>	the European Union, Iceland, Norway and Liechtenstein;
<b>ERISA</b>	the United States Employee Retirement Income Security Act of 1974, as amended;
<b>ESS Project</b>	a utility scale energy storage system, which utilises batteries;
<b>ESS Project Company</b>	a company or other legal person that owns an ESS Project in which the Company will invest;
<b>EU AIFM Directive</b>	The Alternative Investment Fund Managers Directive (2011/61/EU);
<b>EU or European Union</b>	the European Union first established by the treaty made at Maastricht on 7 February 1992;
<b>EU Prospectus Regulation</b>	EU Regulation 2017/1129 on the Prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC;
<b>Euroclear</b>	Euroclear UK & International Limited (a company incorporated in England and Wales with registered number 02878738, being the operator of CREST);
<b>EUWA</b>	European Union (Withdrawal) Act 2018, as amended;
<b>Excluded Territory</b>	Australia, Canada, Japan, New Zealand, South Africa or the United States or any other jurisdiction where the availability of the Share Issuance Programme would breach any applicable law;
<b>FATCA</b>	the US Foreign Account Tax Compliance Act;
<b>FCA</b>	the Financial Conduct Authority;
<b>FCA Rules</b>	the handbook of rules and guidance of the FCA, as amended;
<b>FSMA</b>	Financial Services and Markets Act 2000, as amended;
<b>Further Investments</b>	potential future direct and indirect investments that may be made by the Group in accordance with the Investment Policy;
<b>Future Securities Note</b>	securities note to be issued in the future by the Company in respect of each issue that includes an offer for subscription or open offer component, if any, of New Shares under the Share Issuance Programme (other than pursuant to the Initial Tranche) made pursuant to the Registration Document and subject to separate approval by the FCA;

<b>Future Summary</b>	summary to be issued in the future by the Company in respect of each issue that includes an offer for subscription or open offer component, if any, of New Shares under the Share Issuance Programme (other than pursuant to the Initial Tranche) made pursuant to the Registration Document and subject to separate approval by the FCA;
<b>Gresham House or Manager</b>	Gresham House Asset Management Limited;
<b>Gross Issue Proceeds</b>	the gross proceeds of the issue of New Shares pursuant to the relevant Tranche;
<b>Group</b>	the Company and its Subsidiaries from time to time or any one or more of them, as the context may require;
<b>HMRC</b>	Her Majesty's Revenue and Customs;
<b>Initial Admission</b>	Admission of the New Ordinary Shares issued pursuant to the Initial Placing;
<b>Initial Placing</b>	the first placing of New Ordinary Shares pursuant to the Share Issuance Programme (and forming part of the Initial Tranche) which is expected to close on or around 26 May 2022;
<b>Initial Tranche</b>	the Initial Placing;
<b>Issue Agreement</b>	the conditional issue agreement between the Company, Gresham House and Jefferies, details of which are set out in paragraph 6.4 of Part 9 ( <i>Additional Information</i> ) of the Registration Document;
<b>Issue Price</b>	145p per New Ordinary Share issued pursuant to the Initial Tranche;
<b>Investment Policy</b>	the investment policy of the Company from time to time, the current version of which is set out in paragraph 6 of Part 3 ( <i>The Company</i> ) of the Registration Document;
<b>Jefferies</b>	Jefferies International Limited;
<b>Key Information Document or KID</b>	the key information document dated on or around the date of this Securities Note relating to the Company produced pursuant to the PRIIPs Regulation, as amended from time to time;
<b>Latest Practicable Date</b>	24 May 2022;
<b>London Stock Exchange</b>	London Stock Exchange plc (a company registered in England and Wales with registered number 2075721);
<b>Main Market</b>	the main market of the London Stock Exchange for securities admitted to trading;
<b>Market Abuse Regulation</b>	the UK version of the Market Abuse Regulation (EU) No. 596/2014 as it forms part of the law of the England and Wales by virtue of the EUWA, as amended by UK Legislation from time to time;
<b>May General Meeting</b>	the general meeting of the Company held on 13 May 2022;
<b>Money Laundering Regulations</b>	the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, as amended from time to time and all relevant legislation and regulations relating to money laundering and terrorist financing;
<b>Net Asset Value or NAV</b>	in relation to an Ordinary Share, its net asset value; in relation to Ordinary Shares the net asset value per Ordinary Share multiplied by the number of shares of that class in issue (excluding, for the avoidance of doubt, any Ordinary Shares held in treasury); in relation to a C Share, its net asset value; in relation to C Shares the net asset value per C Share multiplied by the number of shares of that class in issue (excluding for the avoidance of doubt,

	any C Shares held in treasury) and in relation to the Company, the net asset value of the Company as a whole, in each case either audited or unaudited (as the context may require) and calculated in accordance with the Company's normal reporting policies from time to time;
<b>Net Issue Proceeds</b>	the proceeds of the issue of New Shares pursuant to the relevant Tranche, after deduction of the of all expenses and commissions relating to the relevant Tranche and payable by the Company;
<b>New C Shares</b>	new C Shares issued pursuant to the Share Issuance Programme;
<b>New Ordinary Shares</b>	new Ordinary Shares issued pursuant to the Share Issuance Programme or arising upon conversion of any C Shares issued pursuant to the Share Issuance Programme;
<b>New Shares</b>	New Ordinary Shares and/or new C Shares as the context requires;
<b>OECD</b>	The Organisation for Economic Co-operation and Development;
<b>Ordinary Shares</b>	ordinary shares of £0.01 each in the capital of the Company;
<b>Panel</b>	the UK Panel on Takeovers and Mergers;
<b>PDMR</b>	has the meaning given to it in the Market Abuse Regulations;
<b>Placee</b>	any investor with whom New Shares are placed by Jefferies, as agent of the Company, pursuant to the Share Issuance Programme and, for the avoidance of doubt, references to a Placee do not extend to the underlying clients of a Placee;
<b>Portfolio</b>	the Company's portfolio of ESS Projects;
<b>PRIIPs Regulation</b>	the UK version of Regulation EU No. 1286/2014 on Key information documents for packaged retail and insurance-based products as it forms part of the law of England and Wales by virtue of the EUWA, as amended by UK legislation from time to time;
<b>Product Governance Requirements</b>	the meaning given in <i>Important Information</i> on page 12 of this Securities Note;
<b>Prospectus</b>	the Prospectus published by the Company in respect of the Share Issuance Programme comprising this Securities Note or any Future Securities Note (as the context requires), the Registration Document and the Summary or any Future Summary (as the context requires);
<b>Prospectus Regulation</b>	the UK version of EU Regulation 2017/1129 on the Prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC as it forms part of the law of England and Wales by virtue of the EUWA, as amended by UK legislation from time to time;
<b>Prospectus Regulation Rules</b>	the Prospectus Regulation Rules made by FCA under section 73A of FSMA;
<b>QIB</b>	a qualified institutional buyer as defined in Rule 144 under the US Securities Act;
<b>QP</b>	a qualified purchaser as defined in Section 2(a)(51) of the US Investment Company Act;
<b>Receiving Agent</b>	Computershare Investor Services PLC or such other receiving agent as may be appointed in respect of any subsequent issue;
<b>Registrar</b>	Registrar Computershare Investor Services PLC;



<b>Registration Document</b>	the registration document dated 25 May 2022 issued by the Company in respect of the Share Issuance Programme;
<b>Regulation S</b>	Regulation S under the US Securities Act;
<b>Regulatory Information Service or RIS</b>	a regulatory information service that is on the list of regulatory information services maintained by the FCA;
<b>SDRT</b>	Stamp Duty Reserve Tax;
<b>Securities Note</b>	this Securities Note
<b>Shareholder</b>	holder of Shares;
<b>Share Issuance Programme</b>	the programme under which the Company intends to issue New Shares in Tranches;
<b>Shares</b>	Ordinary Shares and/or C Shares;
<b>Specialist Fund Segment</b>	the specialist fund segment of the Main Market;
<b>SPV</b>	special purpose vehicle;
<b>Subsequent Issue</b>	any placing, open offer and/or offer for subscription of New Shares issued pursuant to the Share Issuance Programme;
<b>Subsequent Offer for Subscription</b>	any offer for subscription to the public in the UK of New Shares issued pursuant to the Share Issuance Programme, on the terms set out in Part 7 ( <i>Terms and Conditions of Subsequent Offers for Subscription</i> ) of this Securities Note;
<b>Subsequent Placing</b>	any placing of New Shares subsequent to the Initial Placing pursuant to the Share Issuance Programme on the terms set out in Part 6 ( <i>Terms and Conditions of the Initial Placing and Subsequent Placings under the Share Issuance Programme</i> ) of this Securities Note;
<b>Subsidiaries</b>	a Subsidiary Undertaking from time to time (“Subsidiary Undertaking” having the meaning set out in section 1162 of the Act)
<b>Summary</b>	the summary dated 25 May 2022, issued by the Company pursuant to the Registration Document and this Securities Note;
<b>Takeover Code</b>	the City Code on Takeovers and Mergers, as amended from time to time;
<b>Target Market Assessment</b>	has the meaning given in paragraph 9 of Part 2 ( <i>Important Information</i> ) of this Securities Note;
<b>Tranche</b>	a tranche of New Shares issued under the Share Issuance Programme;
<b>US Investment Company Act</b>	the United States Investment Company Act of 1940, as amended;
<b>US Person</b>	a US person as defined by Regulation S of the US Securities Act;
<b>US Securities Act</b>	the United States Securities Act of 1933, as amended;
<b>US Tax Code</b>	the US Internal Revenue Code of 1986, as amended;
<b>UK or United Kingdom</b>	the United Kingdom of Great Britain and Northern Ireland;
<b>United States or US</b>	the United States of America, its possessions or territories, any State of the United States of America and the district of Columbia or any area subject to its jurisdiction or any political subdivision thereof;
<b>VAT</b>	value added tax; and
<b>Website</b>	<a href="http://www.greshamhouse.com/gresham-house-energy-storage-fund-plc">www.greshamhouse.com/gresham-house-energy-storage-fund-plc</a> .

In this Securities Note, unless the context otherwise requires, the expressions as set out below shall bear the following meanings:

In this Securities Note, unless specified, all references to sterling, pounds or £ are to United Kingdom pounds sterling and all references to “p” are to United Kingdom pence sterling.

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## APPENDIX: APPLICATION FORM

For official use only

Application Form for any Subsequent Offer for Subscription under the Prospectus dated 25 May 2022 (the “**Prospectus**”) of:

### GRESHAM HOUSE ENERGY STORAGE FUND PLC

Important: Before completing this form, you should read the Prospectus, including Part 7 (*Terms and Conditions of Subsequent Offers for Subscription*) of the Securities Note, and the section titled “Notes on how to complete the Application Form” at the end of this form.

To: Computershare Investor Services PLC  
Corporate Actions Project  
Bristol  
BS99 6AH

To: Gresham House Energy Storage Fund plc and the Receiving Agent

#### 1. Application

I/We the person(s) detailed in section 3 below offer to subscribe for the amount shown in Box 1 subject to the Terms and Conditions set out in Part 7 (*Terms and Conditions of the Subsequent Offers for Subscription*) of this Securities Note and subject to the Articles of Association of the Company.

Box 1 (write in figures, the aggregate value of the New Shares that you wish to apply for – with a minimum subscription amount of £1,000 and multiples of £100 thereafter).

£
---

#### 2. Payment method (Tick appropriate box)

Cheque / Banker's draft

Bank transfer

CREST Settlement (DvP)



**3. Details of Holder(s) in whose name(s) New Shares will be issued (BLOCK CAPITALS)**

Mr, Mrs, Miss or Title.....  
 Forenames (in full).....  
 Surname/Company Name .....

Address (in Full).....  
 Designation (if any).....  
 Date of Birth.....

Mr, Mrs, Miss or Title.....  
 Forenames (in full).....  
 Surname/Company Name .....

Date of Birth.....

Mr, Mrs, Miss or Title.....  
 Forenames (in full).....  
 Surname/Company Name .....

Date of Birth.....

Mr, Mrs, Miss or Title.....  
 Forenames (in full).....  
 Surname/Company Name .....

Date of Birth.....

**4. CREST details**

(Only complete this section if New Shares allotted are to be deposited in a CREST Account which must be in the same name as the holder(s) given in section 3).

CREST Participant ID:

CREST Member Account ID:

**5. Signature(s) all holders must sign**

Execution by individuals:

First Applicant Signature	Date
Second Applicant Signature	Date
Third Applicant Signature	Date
Fourth Applicant Signature	Date

Execution by a company:

Executed by (Name of Company):		Date
Name of Director:	Signature:	Date
Name of Director/Secretary:	Signature:	Date
If you are affixing a company seal, please mark a cross here:	<input type="checkbox"/>	Affix company Seal here:



## 6. Settlement details

### (a) Cheque/Banker's Draft

If you are subscribing for New Shares and paying by cheque or banker's draft, attach to this form your cheque or banker's draft for the exact amount shown in Box 1 made payable to "**CIS PLC re Gresham House Energy Storage Fund plc OFS**". Cheques and banker's drafts must be drawn on an account at a branch of a bank or building society in the UK and must bear the appropriate sort code in the top right hand corner. You should tick the relevant payment method box in section 2.

### (b) Bank transfer

For applicants sending subscription monies by electronic bank transfer (CHAPs), payment must be made for value by 11.00 a.m. on such date as may be specified on the Company's website or by way of an appropriate announcement through a regulatory information service, 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. Before making the payment you should contact Computershare at [OFSpaymentqueries@computershare.co.uk](mailto:OFSpaymentqueries@computershare.co.uk), who will provide you with the reference number and the relevant bank account details to enable payment to be made.

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. 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 will 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 [OFSpaymentqueries@computershare.co.uk](mailto:OFSpaymentqueries@computershare.co.uk). Photographs of the electronic transfer are not acceptable.

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

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

The Receiving Agent cannot take responsibility for correctly identifying payments without a unique reference or where a payment has been received but without an accompanying application form.

### (c) CREST Settlement

If you so choose to settle your application within CREST, that is by DvP, you or your settlement agent/custodian's CREST account must allow for the delivery and acceptance of New Shares to be made against payment of the Issue Price per ordinary share using the CREST matching criteria set out below:

Trade date:	second day prior to the date of Admission in respect of the relevant Tranche
Settlement date:	date of Admission in respect of the relevant Tranche
Company:	GRESHAM HOUSE ENERGY STORAGE FUND PLC
Security description:	Ordinary Shares of £0.07 each
SEDOL:	BFX3K77
ISIN:	GB00BFX3K770
CREST message type:	DEL

Should you wish to settle by DvP, you will need to match your CREST DEL instructions to Computershare Investor Services PLC's Participant account 8RA06 by no later than 11.00 a.m. on the date of Admission in respect of the relevant Tranche.

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 wishing to settle by DvP will still need to complete and submit a valid Application Form by the 11.00 a.m. deadline. You should tick the relevant payment method box in section 2.

Note: Computershare Investment Services PLC will not take any action until a valid DEL message has been alleged to the Participant account by the applicant. No acknowledgement of receipt or input will be provided.

In the event of late/non settlement the Company reserves the right to deliver New 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.

**7. Anti-money Laundering**

Anti-money laundering checks are required by law to be performed on certain financial transactions. The checks are undertaken to make sure investors are genuinely who they say they are and that any application monies have not been acquired illegally or that Computershare Investor Services PLC itself is not being used as part of criminal activity, most commonly the placement, layering and integration of illegally obtained money.

Whilst Computershare Investment Services PLC may carry out checks on any application, they are usually only performed when dealing with application values above a certain threshold, commonly referred to as the anti-money laundering threshold which is the Sterling equivalent of €15,000 (currently approximately £13,000).

Computershare Investment Services PLC will make enquiries to credit reference agencies to meet its anti-money laundering obligations and the applicant may be required to provide an original or certified copy of their passport, driving licence and recent bank statements to support such enquiries. Anti-money laundering checks do not mean the investor is suspected of anything illegal and there is nothing to worry about.

The checks made at credit reference agencies leave an 'enquiry footprint' – an indelible record so that the investor can see who has checked them out. The enquiry footprint does not have any impact on their credit score or on their ability to get credit. Anti-Money Laundering Checks appear as an enquiry/soft search on the investors credit report. The report may contain a note saying "Identity Check to comply with Anti Money Laundering Regulations"

**8. Contact details**

To ensure the efficient and timely processing of this application please enter below the contact details of a person the Company (or any of its agents) may contact with all enquiries concerning this application. If no details are provided this may delay obtaining the additional information required and may result in your application being rejected or revoked.

E-mail address
Telephone No

**9. Queries**

If you have any queries on how to complete this Form or if you wish to confirm your final allotment of shares, please call the Computershare Investment Services PLC help line on +44 (0) 370 703 0157. The helpline is open between 8.30 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. The helpline cannot provide advice on the merits of the Share Issuance Programme nor give any financial, legal or tax advice.

## Notes on how to complete the Application Form

**Applications should be returned so as to be received by Computershare Investor Services PLC no later than 11.00 a.m. on such date as may be specified on the Company's website or by way of an appropriate announcement through a regulatory information service.**

In addition to completing and returning the Application Form to Computershare Investor Services PLC, you may also need to complete and return a Tax Residency Self Certification Form. Copies of this form and the relevant form for joint holdings or corporate entity holdings can be requested from Computershare Investor Services PLC by calling the Helpline number below.

**It is a condition of application that (where applicable) a completed version of the Tax Residency Self Certification Form is provided with the Application Form before any application can be accepted.**

**Helpline:** If you have a query concerning the completion of this Application Form, please telephone Computershare Investor Services PLC on +44 (0) 370 703 0157. The helpline is open between 8.30 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Computershare Investor Services PLC 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 1 the aggregate value of the number of New Shares being subscribed for. The application value being subscribed for must be a minimum of £1,000.

### 2. Payment method

Mark in the relevant box to confirm your payment method, i.e. cheque/banker's draft, bank transfer or settlement via CREST.

### 3. Holder details

Fill in (in block capitals) the full name(s) of each holder and the address of the first named holder. Applications may only be made by persons aged 18 or over. In the case of joint holders only the first named may bear a designation reference. A maximum of four joint holders is permitted. All holders named must sign the Application Form in section 5.

### 4. CREST

If you wish your New Shares to be deposited in a CREST account in the name of the holders given in section 3, enter in section 4 the details of that CREST account. Where it is requested that New Shares be deposited into a CREST account, please note that payment for such New Shares must be made prior to the day such New Shares might be allotted and issued, unless settling by DvP in CREST.

### 5. Signature

All holders named in section 3 must sign section 5 and insert the date. The Application Form may be signed by another person on behalf of each holder if that person is duly authorised to do so under a power of attorney. The power of attorney (or a copy duly certified by a solicitor or a bank) must be enclosed for inspection (which originals will be returned by post at the addressee's risk). A corporation should sign under the hand of a duly authorised official whose representative capacity should be stated and a copy of a notice issued by the corporation authorising such person to sign should accompany the Application Form.

### 6. Settlement details

#### (a) Cheque/Banker's draft

All payments by cheque or banker's draft must accompany your application and be for the exact amount inserted in Box 1 of the Application Form. Your cheque or banker's draft must be made payable to "**CIS PLC re Gresham House Energy Storage Fund plc OFS**" in respect of an Application and crossed "**A/C Payee Only**". Applications accompanied by a post-dated cheque will not be accepted.

Cheques or banker's drafts must be drawn on an account where the applicant has sole or joint-title to the funds and on an account at a branch of a bank or building society in the UK 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 banker's drafts to be cleared through the facilities provided by any of those companies or committees and must bear the appropriate sort code in the top right hand corner.

Third party cheques may not be accepted, with the exception of building society cheques or banker's drafts where the building society or bank has inserted on the back of the cheque the full name of the building society or bank account holder and have added the building society or bank branch stamp. The name of the building society or bank account holder must be the same as the name of the current shareholder or prospective investor. Please do not send cash. Cheques or banker's drafts will be presented for payment upon receipt. The Company reserves the right to instruct the Receiving Agent to seek special clearance of cheques and banker's drafts to allow the Company to obtain value for remittances at the earliest opportunity.

*(b) Bank transfer*

For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by no later than 11.00 a.m. on such date as may be specified on the Company's website or by way of an appropriate announcement through a regulatory information service. Applicants should send payment to the relevant bank account as detailed on the Application Form. Applicants must ensure that they remit sufficient funds to cover any charges incurred by their bank.

The payment instruction relating to the electronic transfer must also include a unique reference comprising your name and a contact telephone number which should be entered in the reference field on the payment instruction, for example: MJ Smith 01234 567890. The Receiving Agent cannot take responsibility for correctly identifying payments without a unique reference nor where a payment has been received but without an accompanying Application Form. You should contact Computershare at [OFSpaymentqueries@computershare.co.uk](mailto:OFSpaymentqueries@computershare.co.uk), who will provide you with the reference number and the relevant bank account details to enable payment to be made.

The account name for any electronic payment should be in the name that is given on your Application Form and payments must relate solely to your Application. It is recommended that such transfers are actioned within 24 hours of posting your application and be received by no later than 11.00 a.m. on such date as may be specified on the Company's website or by way of an appropriate announcement through a regulatory information service.

In some cases, as determined by the amount of your investment, the Receiving Agent may need to ask you to submit additional documentation in order to verify your identity and/or the source of funds for the purpose of satisfying its anti-money laundering obligations. If additional documentation is required in relation to your application, the Receiving Agent will contact you to request the information needed. The Receiving Agent cannot rely on verification provided by any third party including financial intermediaries. Ordinary Shares cannot be allotted if the Receiving Agent has not received satisfactory evidence and/or the source of funds, and failure to provide such evidence may result in a delay in processing your application or your application being rejected.

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

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

The Receiving Agent cannot take responsibility for correctly identifying payments without a unique reference or where a payment has been received but without an accompanying Application Form.

*(c) CREST settlement*

The Company will apply for the New Shares issued pursuant to the Offer for Subscription in uncertificated form to be enabled for CREST transfer and settlement with effect from Admission (the "**Relevant Settlement Date**"). Accordingly, settlement of transactions in the New Shares will normally take place within the CREST system.

The Application Form contains details of the information which the Company's Receiving Agent, Computershare Investor Services PLC, 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 Computershare Investor Services PLC to match to your CREST account, Computershare Investor Services PLC will deliver your New Shares in certificated form provided payment has been made in terms satisfactory to the Company.

The right is reserved to issue your New Shares in certificated form should the Company, having consulted with Computershare Investor Services PLC, 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 Computershare Investor Services PLC in connection with CREST.

The person named for registration purposes in your Application Form must be: (a) the person procured by you to subscribe for or acquire the New Shares; or (b) yourself; or (c) a nominee of any such person or yourself, as the case may be. Neither Computershare Investor Services PLC 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 match the delivery versus payment ("DvP") instructions into the CREST system in accordance with your application. The input returned by Computershare Investor Services PLC of a matching or acceptance instruction to our CREST input will then allow the delivery of your New Shares to your CREST account against payment of the Issue Price through the CREST system upon the Relevant Settlement Date.

By returning your Application Form you agree that you will do all things necessary to ensure that you or your settlement agent/custodian's CREST account allows for the delivery and acceptance of New Shares to be made prior to 11.00 a.m. on the date of Admission in respect of the relevant Tranche, against payment of the Issue Price. Failure by you to do so will result in you being charged interest at the rate of two percentage points above the then published bank base rate of a clearing bank selected by Computershare Investor Services PLC.

If you so choose to settle your application within CREST, that is by DvP, you or your settlement agent/custodian's CREST account must allow for the delivery and acceptance of New Shares to be made against payment of the Issue Price per ordinary share using the following CREST matching criteria set out below:

Trade date:	second day prior to the date of Admission in respect of the relevant issue
Settlement date:	date of Admission in respect of the relevant issue
Company:	GRESHAM HOUSE ENERGY STORAGE FUND PLC
Security description:	Ordinary Shares of £0.01 each
SEDOL:	BFX3K77
ISIN:	GB00BFX3K770
CREST message type:	DEL

Should you wish to settle by DvP, you will need to match your CREST DEL instructions to Computershare Investor Services PLC's Participant account 8RA06 by no later than 1.00 p.m. on the last working day prior to the New Shares being credited to your CREST account in respect of the relevant Tranche.

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 wishing to settle by DvP will still need to complete and submit a valid Application Form by the 11.00 a.m. deadline. You should tick the relevant payment method box in section 2.

**Note:** Computershare Investor Services PLC will not take any action until a valid DEL message has been alleged to the Participant account by the applicant.

No acknowledgement of receipt or input will be provided.

In the event of late/non settlement the Company reserves the right to deliver New 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.