

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

This document, which comprises a prospectus (the "Prospectus") relating to US Solar Fund Plc (the "Company") in connection with the issue of Issue Shares in the Company and their admission to trading on the Main Market and to listing on the premium listing category of the Official List, has been prepared in accordance with the UK version of the EU Prospectus Regulation (2017/1129) which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended and supplemented from time to time (the "UK Prospectus Regulation") and the prospectus regulation rules of the Financial Conduct Authority (the "FCA") (the "Prospectus Regulation Rules"). This Prospectus has been approved by the FCA, as the competent authority under the UK Prospectus Regulation and the FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Accordingly, such approval should not be considered as an endorsement of the issuer, or of the quality of the securities, that are the subject of this Prospectus; investors should make their own assessment as to the suitability of investing in the Issue Shares.

Applications will be made for the Shares to be issued pursuant to the Initial Issue or any Subsequent Placing to be admitted to listing on the premium listing category of the Official List and to be admitted to trading on the premium segment of the Main Market. It is not intended that any class of shares in the Company be admitted to listing or trading in any other jurisdiction. It is expected that Initial Admission will become effective and that dealings for normal settlement in the new Ordinary Shares to be issued pursuant to the Initial Issue will commence at 8:00 a.m. on 11 May 2021.

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## **US SOLAR FUND PLC**

*(incorporated in England and Wales with registered no. 11761009 and registered as an investment company under section 833 of the Companies Act 2006)*

### **Initial Placing, Intermediaries Offer and Offer for Subscription of Ordinary Shares at US\$1.00 per Ordinary Share**

### **Placing Programme of up to 500 million Ordinary Shares and/or C Shares in aggregate (less the number of Issue Shares issued pursuant to the Initial Issue)**

*Sponsor and Joint Global Co-Ordinator, Joint Bookrunner*

**Cenkos Securities plc**

*Joint Global Co-Ordinator, Joint Bookrunner*

**Jefferies**

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The Company and each of the Directors, whose names appear on page 50 of this Prospectus, accept responsibility for the information contained in this Prospectus. To the best of the knowledge of the Company and the Directors, the information contained in this Prospectus is in accordance with the facts and this Prospectus makes no omission likely to affect its import.

New Energy Solar Manager Pty Limited (the "**Investment Manager**") accepts responsibility for the information and opinions contained in: (a) the risk factors contained under the following headings: "Risks relating to the Investment Policy"; "Risks relating to the Tax Equity Partner"; and "Risks relating to the Investment Manager"; (b) section 2 (Investment Objective and Investment Policy), section 4 (The Company's Portfolio), section 5 (Dividend Policy and Target Return) and section 7 (Net Asset Value) of Part I (Information on the Company); (c) Part II (The Market Opportunity); (d) Part III (Investment Philosophy and Process); and (e) Part IV (Directors, Management and Administration) of this Prospectus and any other information or opinion related to or attributed to it or any Affiliate of the Investment Manager. To the best of the knowledge of the Investment Manager, the information contained in those parts of this Prospectus for which the Investment Manager is responsible is in accordance with the facts and those parts of this Prospectus make no omission likely to affect their import.

Cenkos Securities plc ("**Cenkos**") is authorised and regulated in the United Kingdom by the FCA. Jefferies International Limited is authorised and regulated in the United Kingdom by the FCA and Jefferies GmbH, registered in Germany and authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (together, Jefferies International Limited and Jefferies GmbH, being "**Jefferies**"). Cenkos and Jefferies (together, the "**Joint Bookrunners**") are acting exclusively for the Company and for no one else in connection with the

Initial Issue, the Placing Programme, each Admission, the contents of this Prospectus or any matters referred to in this Prospectus. The Joint Bookrunners will not be responsible to anyone (whether or not a recipient of this Prospectus) other than the Company for providing the protections afforded to clients of the Joint Bookrunners or for providing advice in relation to the Initial Issue, the Placing Programme, each Admission, the contents of this Prospectus or any matters referred to in this Prospectus. The Joint Bookrunners are not responsible for the contents of this Prospectus or any matters referred to in this Prospectus. This does not exclude any responsibilities which the Joint Bookrunners may have under FSMA or the regulatory regime established thereunder.

Apart from the liabilities and responsibilities (if any) which may be imposed on the Joint Bookrunners by FSMA or the regulatory regime established thereunder, neither the Joint Bookrunners, their respective Affiliates, officers, directors, employees or agents make any representations, express or implied, nor accepts any responsibility whatsoever for the contents of this Prospectus nor for any other statement made or purported to be made by it or on its behalf in connection with the Company, the Shares, the Initial Issue, the Placing Programme, any Admission or any other matters referred to herein and nothing in this Prospectus is or shall be relied upon as a promise or representation in this respect, whether as to the past or future. The Joint Bookrunners and their respective Affiliates, officers, directors, employees or agents accordingly disclaim all and any responsibility or liability (save for any statutory liability), whether arising in tort, contract or otherwise which they might otherwise have in respect of this Prospectus or any such statement.

The Offer for Subscription and the Intermediaries Offer will remain open until 1:00 p.m. on 5 May 2021 (being, in the case of the Intermediaries Offer, the latest time and date for receipt by the Receiving Agent of completed applications from the Intermediaries, rather than from the Underlying Applicant) and the Initial Placing remain open until 3:00 p.m. on 6 May 2021. Persons wishing to participate in the Offer for Subscription should complete the Application Form set out in Appendix 1 to this Prospectus. To be valid, Application Forms must be completed and returned with the appropriate remittance so as to be received by the Receiving Agent no later than 1:00 p.m. on 5 May 2021, by post to Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH.

The actual number of Shares to be issued pursuant to the Initial Issue or any relevant Subsequent Placing will be determined by the Company, the Investment Manager and the Joint Bookrunners after taking into account the demand for the Shares and prevailing economic market conditions. Further details of the Initial Issue and the Subsequent Placings are contained in Part V (The Initial Issue and the Placing Programme) of this Prospectus.

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 as such investors in the Shares are not and will not be entitled to the benefits of the Investment Company Act. The Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered, sold, resold, pledged, delivered or transferred, directly or indirectly, into or within the United States or to, or for the account or benefit of, any "U.S. persons" as defined in Regulation S under the Securities Act ("**US Persons**"), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States and in a manner which would not require the Company to register under the Investment Company Act. In connection with the Initial Issue and any relevant Subsequent Placing, subject to certain exceptions, the Shares will be offered and sold only outside the United States in "offshore transactions" to non-US Persons pursuant to Regulation S under the Securities Act. There has been and will be no public offering of the Shares in the United States.

**Neither the United States Securities and Exchange Commission (the "SEC") nor any state securities commission has approved or disapproved this Prospectus or the issue of the Shares or passed upon or endorsed the merits of the offering of the Shares or the adequacy or accuracy of this Prospectus. Any representation to the contrary is a criminal offence in the United States.**

In addition, the Shares are subject to restrictions on transferability and resale in certain jurisdictions and may not be transferred or resold except as permitted under applicable securities laws and regulations and under the Articles. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdictions and may subject the holder to the forced transfer provisions set out under the Articles. For further information on restrictions on offers, sales and transfers of the Shares, please refer to the section entitled "Overseas Persons and Restricted Territories" in Part V (The Initial Issue and the Placing Programme) and the section entitled "Memorandum and Articles of Association" in Part VIII (Additional Information on the Company) of this Prospectus.

In connection with the Initial Issue and any relevant Subsequent Placing, the Joint Bookrunners and their respective Affiliates, acting as an investor for its or their own account(s), may acquire Shares and, in that capacity, may retain, purchase, sell, offer to sell or otherwise deal for its or their own account(s) in such securities of the Company, any other securities of the Company or other related investments in connection with the Initial Issue, any relevant Subsequent Placing or otherwise. Accordingly, references in this Prospectus to the Shares being issued, offered, acquired, subscribed or otherwise dealt with, should be read as including any issue or offer to, acquisition of, or subscription or dealing by, the Joint Bookrunners and any of their Affiliates acting as an investor for its or their own account(s). None of the Joint Bookrunners nor any of their respective Affiliates

intends to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so.

This Prospectus does not constitute or form part of any offer or invitation to sell or issue, or the solicitation of an offer to purchase, subscribe for or otherwise acquire, any securities other than the securities to which it relates, or any offer or invitation to sell or issue, or any solicitation of any offer to purchase or subscribe for such securities by any person in any circumstances in which such offer or solicitation is unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements on the Company, the Investment Manager or the Joint Bookrunners.

The distribution of this Prospectus and the offer of the Shares in certain jurisdictions may be restricted by law. Other than in the United Kingdom, no action has been or will be taken to permit the possession, issue or distribution of this Prospectus (or any other offering or publicity material relating to the Shares) in any jurisdiction where action for that purpose may be required or doing so is restricted by law. Accordingly, neither this 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 Prospectus comes should inform themselves about and observe any such restrictions. None of the Company, the Investment Manager or the Joint Bookrunners or any of their respective Affiliates or advisers accepts any legal responsibility to any person, whether or not a prospective investor, for any such restrictions.

**Prospective investors should read this entire Prospectus and, in particular, the section entitled "Risk Factors" beginning on page 13 when considering an investment in the Company.**

This Prospectus is dated 13 April 2021.

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## SUMMARY

1.	Introduction		
a.	Name and ISIN of securities		
	Ticker for the Issue Shares: USF (for ordinary shares traded in US Dollars); USFP (for ordinary shares traded in Sterling) ISIN of the Issue Shares: GB00BJCWFX49		
b.	Identity and contact details of the issuer		
	Name: US Solar Fund plc (the " <b>Company</b> "), incorporated in England and Wales on 10 January 2019, with registered number 117621009. Legal Entity Identifier (LEI): 2138007BIUWE7AHS5Y90 Address: The Scalpel, 18th Floor, 52 Lime Street, London, England, EC3M 7AF Tel: +44 (0) 207 409 0181		
c.	Identity and contact details of the competent authority		
	Name: Financial Conduct Authority Address: 12 Endeavour Square, London, E20 1JN, United Kingdom Tel: 0300 500 8082		
d.	Date of approval of the Prospectus		
	13 April 2021		
e.	Warnings		
	This summary should be read as an introduction to this Prospectus. Any decision to invest in the Ordinary Shares of the Company to be issued under the Initial Issue (the " <b>Issue Shares</b> "), or any class of Shares issued pursuant to the Placing Programme, should be based on consideration of the Prospectus as a whole by the prospective investor. The investor could lose all or part of the invested capital. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only where the summary is misleading, inaccurate or inconsistent, when read together with the other parts of the Prospectus, or where it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the Issue Shares or any other class of Shares issued pursuant to the Placing Programme.		
2.	Key information on the issuer		
a.	Who is the issuer of the securities?		
i.	Domicile and legal form, LEI, applicable legislation and country of incorporation The Company is a closed-ended investment company incorporated in England and Wales in accordance with the Companies Act 2006 on 10 January 2019, with registered number 11761009. The Company's LEI is 2138007BIUWE7AHS5Y90.		
ii.	Principal activities The Company's investment objective is to provide investors with attractive and sustainable dividends, with an element of capital growth, by investing in a diversified portfolio of Solar Power Assets in North America and other OECD countries in the Americas. The Company predominantly invests in Solar Power Assets in the United States, but it may also invest in Solar Power Assets in other OECD countries in the Americas. The Company, directly or indirectly, acquires or constructs and operates the Solar Power Assets and predominantly generates revenue by selling the electricity generated by, the electricity stored by, and/or the capacity delivered by such Solar Power Assets.		
iii.	Major Shareholders The below table sets out the persons who had notified the Company of an interest which represents 3% or more of the voting share capital of the Company, based on the information available to the Company as at 9 April 2021 (the " <b>Latest Practicable Date</b> "):		
	Ordinary Shareholder	No. of Existing Ordinary Shares	Percentage of Existing Ordinary Shares in issue
	CCLA Investment Management	25,207,600	12.59
	Liontrust Investment Management LLP	22,614,866	11.30

	Sarasin & Partners LLP	19,559,300	9.77	
	Newton Investment Management	19,136,964	9.56	
	Fidelity Investments	18,699,936	9.34	
	Baillie Gifford	15,187,681	7.59	
	Gravis Advisory Ltd	10,505,965	5.25	
	Aberdeen Asset Managers Ltd (UK)	8,390,000	4.19	
	Hargreaves Lansdown Asset Management	6,051,068	3.02	
	Save as disclosed in this section, the Company is not aware of any person who, as at the Latest Practicable Date, directly or indirectly, has a holding which is notifiable under applicable law or who directly or indirectly, jointly or severally, exercises or could exercise control over the Company. There are no differences between the voting rights enjoyed by the Shareholders described above and those enjoyed by any other holder of Ordinary Shares.			
iv.	<b>Directors</b> Gillian (Gill) Nott (Chair); Rachael Nutter, Thomas Plagemann and Jamie Richards			
v.	<b>Statutory auditors</b> Deloitte LLP			
b.	<b>What is the key financial information regarding the issuer?</b>			
i.	<b>Selected historical financial information</b> The key figures that summarise the financial condition of the Company in respect of the financial years ended 31 December 2020 and 31 December 2019, and for the half-year period ended 30 June 2020 are set out in the table below:			
		<i>For year ended 31 December 2020 US\$</i>	<i>For period ended 31 December 2019 US\$</i>	<i>For the six months ended 30 June 2020 US\$</i>
	Net gain on investments at fair value through profit and loss	3,300,528	472,416	1,719,385
	MSA fee income	3,000,000	-	-
	Interest Income	224,699	1,944,795	224,699
		<b>6,525,227</b>	<b>2,417,211</b>	<b>1,944,084</b>
	<b>Expenditure</b>			
	Administrative and other expenses	(2,878,601)	(2,120,851)	(1,491,154)
	<b>Operating profit for the period</b>	<b>3,646,626</b>	<b>296,360</b>	<b>452,930</b>
	Loss on foreign exchange	3,411	(150,280)	(671)
	<b>Profit before taxation</b>	<b>3,650,037</b>	<b>146,080</b>	<b>452,259</b>
	Taxation	-	-	-
	<b>Profit and Total Comprehensive Income for the period</b>	<b>3,650,037</b>	<b>146,080</b>	<b>452,259</b>
	Earnings per share (basic and diluted) (in cents)	0.018	0.001	0.226
	<b>Non-current assets</b>			
	Investment held at fair value	195,324,276	119,472,416	168,243,133
		<b>195,324,276</b>	<b>119,472,416</b>	<b>168,243,133</b>
	<b>Current assets</b>			
	Trade and other receivables	45,587	88,744	90,684
	Cash and bank balances	523,170	76,458,662	26,243,772
		<b>568,757</b>	<b>76,547,406</b>	<b>26,334,456</b>
	<b>Total Assets</b>	<b>195,893,033</b>	<b>196,019,822</b>	<b>194,577,589</b>
	<b>Current liabilities</b>			
	Trade and other payables	732,723	603,641	710,071
	Dividends payable	1,000,962	1,000,461	1,000,462
	<b>Net current assets</b>	<b>(1,164,928)</b>	<b>74,943,304</b>	<b>24,623,923</b>
	<b>Total net assets</b>	<b>194,159,348</b>	<b>194,415,720</b>	<b>192,867,056</b>
	<b>Shareholders' equity</b>			

	Share capital	2,001,924	2,000,923	2,000,923
	Share premium	184,786	89,350	89,350
	Capital reduction reserve	188,176,521	192,179,367	190,178,444
	Capital reserve	3,271,402	319,371	2,038,085
	Retained earnings/(losses)	524,715	(173,291)	(1,439,746)
	<b>Total shareholders' equity</b>	<b>194,159,348</b>	<b>194,415,720</b>	<b>192,867,056</b>
	Net asset value per share	0.970	0.972	0.964
ii.	<b>Selected pro forma financial information</b>			
	N/A			
c.	<b>Closed-ended funds</b>			
i.	<b>Additional information relevant to closed end funds</b> The data set out in the table below is at the date of the latest published net asset value, being 31 December 2020			
	Share Class	Total NAV	No. of shares	NAV per Share
	Ordinary	US\$194,159,348	200,192,361	US\$0.970
ii.	<b>Income statement for closed end funds</b>			
		For year ended 31 December 2020	For period ended 31 December 2019	For the six months ended 30 June 2020
	Total income	6,525,227	2,417,211	1,944,084
	Net Profit/(Loss)	3,650,037	146,080	452,259
	Investment management fee (accrued/paid)	1,939,925	1,393,870	964,370
	Any other material fees (accrued/paid) to service providers	938,676	726,981	526,784
	Earnings per share	0.018	0.001	0.226
iii.	<b>Balance sheet for closed end funds</b> This information is contained at boxes b(i) and c(i) above.			
d.	<b>What are the key risks that are specific to the issuer?</b>			
	<b>Risks relating to the Company</b> The Company has no employees and the Directors have been appointed on a non-executive basis and, as such, the Company is reliant upon the performance of third party service providers for its executive functions.			
	<b>Risks relating to the Investment Policy</b> The Solar Power Assets may be exposed to operational risk causing the assets to fail to perform in line with expectations The Company seeks to maintain an appropriate level of Gearing for Solar Power Assets. Excessive gearing can have the effect of increasing losses and may give rise to the increased risk of default on debt servicing obligations, which can increase the risk of insolvency. If incremental income from Solar Power Assets purchased with existing gearing levels in place, is less than the incremental costs of servicing the debt, the Company's net revenue will reduce and its Net Asset Value will decrease. The Company cannot make any assurances that it will continue to be able to obtain or maintain Gearing at the level intended or any Gearing at all (or be able to refinance Gearing on favourable terms), which may adversely impact returns on the Company's investments. The Company may not be able to acquire suitable Solar Power Assets or contract with Offtakers that accord with its investment policy, may result in the Company acquiring less favourable or suitable Solar Power Assets, or retaining cash for longer than expected. The Company may face risks relating to installing, operating and decommissioning the Solar Power Assets during any			

	<p>construction phase. Such risks include failing to achieve operational status within the specified timeframe (or at all), the risk that the energy generating capacity of the operating asset is lower than forecast or the risk that defects in the construction of the asset adversely affects its performance and revenues generated by such asset.</p> <p><b>Risks relating to the Investment Manager</b></p> <p>The success of the Company is dependent on the Investment Manager and its expertise, key personnel and ability to source and advise appropriately on investments.</p> <p>There can be no assurance that the Board would be able to find a suitable replacement investment manager if the Investment Manager were to resign or the Investment Management Agreement were to be terminated.</p> <p>The Investment Manager's information and technology systems may be vulnerable to cyber security breaches, identity theft of fraud, which could impair the ability of the Investment Manager to discharge its obligations or could result in the Company, its subsidiaries or the Investment Manager suffering financial loss.</p> <p><b>Risks relating to Tax</b></p> <p>if the Company cannot continue to source funding from Tax Equity Partners in the longer-term then it may impact the profitability of individual Solar Power Assets and the ability of the Company to continue to acquire assets.</p> <p><b>Risks relating to regulation, taxation and the company's operating environment</b></p> <p>The operation, maintenance and performance of Solar Power Assets in which the Company has invested or may invest in or acquire in the future may be affected by the impact on the global economy and businesses that COVID-19 (or another pandemic or epidemic) is currently having or may have in the future.</p> <p>Changes in laws or regulations governing the Company's operations or the Investment Manager's operations may adversely affect the business and performance of the Company.</p>
<b>3.</b>	<b>Key information on the securities</b>
<b>e.</b>	<b>What are the main features of the securities?</b>
<b>i.</b>	<p><b>Type, class and ISIN of the securities being admitted to trading on a regulated market</b></p> <p>The ISIN of the Ordinary Shares being issued pursuant to the Initial Issue or the Placing Programme is GB00BJCWFX49.</p> <p>The Ordinary Shares are registered with SEDOL number BJCWF4 (in respect of Ordinary Shares traded in US Dollars) and SEDOL number BHZ6410 (in respect of Ordinary Shares traded in Sterling) and the Ordinary Shares trade under the ticker symbol USF (in respect of Ordinary Shares traded in US Dollars) and ticker symbol USFP (in respect of Ordinary Shares traded in Sterling).</p> <p>The ISIN of any class of C Shares that may be issued under the Placing Programme is not known at the date of this Prospectus and will be announced by way of RIS announcement at the appropriate time.</p>
<b>ii.</b>	<p><b>Currency, denomination, par value, number of securities issued and term of the securities</b></p> <p>The Issue Shares issued pursuant to the Initial Issue or any class of Shares to be issued pursuant to a Subsequent Placing, will be denominated in US Dollars and have a nominal value of US\$0.01 in the capital of the Company.</p> <p>Participants in the Initial Issue may elect to subscribe for Issue Shares in Sterling at a price per Ordinary Share equal to the Initial Issue Price at the Relevant Sterling Exchange Rate. The Relevant Sterling Exchange Rate and the Sterling equivalent issue price are not known as at the date of this Prospectus and will be notified by the Company through a Regulatory Information Service announcement prior to Initial Admission. Prospective investors will be able to elect to subscribe for Ordinary Shares and/or C Shares issued under the Placing Programme in US Dollars and/or Sterling. The Placing Price will be announced in US Dollars together with a Sterling equivalent amount and the relevant US Dollar/Sterling exchange rate used to convert the Placing Price, through a Regulatory Information Service announcement as soon as practicable in conjunction with each Subsequent Placing.</p> <p>The Issue Shares issued pursuant to the Initial Issue or any class of Shares to be issued pursuant to a Subsequent Placing have an indefinite term. The issue price of the Issue Shares to be issued pursuant to the Initial Issue will be US\$1.00 per Issue Share. The issue price of any Ordinary Shares which may be issued under the Placing Programme is not known at the date of this Prospectus. Any class of C Shares to be issued pursuant to a Subsequent Placing will have an issue price of US\$1.00 per C Share.</p> <p>Up to 150 million Issue Shares will be admitted to trading on the Main Market and to listing on the premium listing category of the Official List pursuant to the Initial Issue. Up to 500 million Ordinary Shares or C Shares (less the number of Issue Shares issued pursuant to the Initial Issue) can be issued pursuant to the Subsequent Placings made under the Placing Programme.</p>
<b>iii.</b>	<p><b>Rights attached to the securities</b></p> <p><b>Life</b></p> <p>The Company has been established with an unlimited life.</p>



	<p><b><i>Variation of rights</i></b></p> <p>The consent of a class of Shareholders will be required for the variation of any rights attached to that class of Shares. Until Conversion, the consent of: both (i) the holders of each tranche of C Shares as a class; and (ii) the holders of the Ordinary Shares as a class shall be required to:</p> <ul style="list-style-type: none"> <li>a) make any alteration to the memorandum of association or the articles of association of the Company; or</li> <li>b) pass any resolution to wind up the Company.</li> </ul> <p><b><i>Dividends</i></b></p> <p>Subject to the provisions of the Act and the Articles, the Company may by ordinary resolution declare dividends. No dividends shall exceed the amount recommended by the Board. Subject to the provisions of the Act and the Articles, the Directors may pay interim dividends, or dividends payable at a fixed rate, if it appears to them that such dividends are justified by the profits of the Company available for distribution.</p> <p>Subject to the provisions of the Act and the Articles, all dividends shall be declared and paid according to the amounts paid up on the Ordinary Shares on which the dividend is paid. If any Ordinary Share is issued on terms that it ranks for dividend as at 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 Ordinary Shares during any portion(s) of the period in respect of which the dividend is paid.</p> <p>Holders of any class of C Shares will be entitled to receive such dividends as the Directors may resolve to pay to holders of that class of C Shares out of the assets attributable to that class of C Shares.</p> <p><b><i>Distribution of assets on a winding up</i></b></p> <p>If the Company is wound up, the liquidator may, with the sanction of a special resolution and any other sanction required by law and subject to the Act, divide among the Shareholders, in specie, the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as the liquidator may with the like sanction determine, but no Shareholder shall be compelled to accept any assets upon which there is a liability.</p> <p><b><i>Voting rights</i></b></p> <p>Subject to the below and any rights or restrictions attached to any class of Shares, on a show of hands every Shareholder present in person at a meeting has one vote and every proxy present who has been duly appointed by a Shareholder entitled to vote has one vote, and on a poll every Shareholder (whether present in person or by proxy) has one vote for every Share of which they are the holder. A Shareholder entitled to more than one vote need not, if they vote, use all their votes or cast all the votes they use the same way. In the case of joint holders, the vote of the senior who tenders a vote shall be accepted to the exclusion of the vote of the other joint holders, and seniority shall be determined by the order in which the names of the holders appear in the Register.</p> <p>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 them unless all amounts presently payable by them in respect of that Share have been paid.</p>
iv.	<p><b><i>Relative seniority of the securities</i></b></p> <p>The Issue Shares will, when issued and fully paid, rank equally in all respects with existing Ordinary Shares, including the right to receive all distributions made, paid or declared, if any, by reference to a record date after the date of their issue. In respect of any issuance of C Shares, each class of C Shares are ordinary shares and will, when issued and fully paid, have the same rights as the Ordinary Shares, save in respect of rights to dividends and in respect of a winding up of the Company. The capital and assets of the Company shall on a winding up or on a return of capital prior, in each case, to Conversion be applied as follows: (A) first, the Ordinary Share surplus shall be divided amongst the holders of the Ordinary Shares pro rata according to their holdings of Ordinary Shares; and (B) secondly, the C Share surplus attributable to each class of C Shares shall be divided amongst the holders of the C Shares of such class pro rata according to their holdings of the relevant class of C Shares</p>
v.	<p><b><i>Restrictions on free transferability of the securities</i></b></p> <p>In their absolute discretion, the Directors may refuse to register the transfer of a Share in certificated form which is not fully paid provided that, if the Share is traded on a regulated market, such refusal does not prevent dealings in the Shares from taking place on an open and proper basis. The Directors may also refuse to register a transfer of a Share in certificated form unless the instrument of transfer: (a) is lodged and duly stamped, at the registered office of the Company or such other place as the Directors may appoint and is accompanied by the certificate for the Share to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and/or the transferee to receive the transfer (including such written certifications in form and substance satisfactory to the Company as the Directors may determine in accordance with applicable law); (b) is in respect of only one class of Share; (c) is not in favour of more than four transferees; and (d) the transfer is not in favour of any Non-Qualified Holder.</p>

	<p>The Directors may refuse to register a transfer of a Share in uncertificated form to a person who is to hold it thereafter in certificated form in any case where the Company is entitled to refuse (or is excepted from the requirement) under the CREST Regulations to register the transfer.</p> <p>Further, the Directors may, in their absolute discretion, decline to transfer, convert or register any transfer of Shares to any person: (i) whose ownership of Shares may cause the Company's assets to be deemed "plan assets" for the purposes of ERISA or the US Tax Code; (ii) whose ownership of Shares may cause the Company to be required to register as an "investment company" under the Investment Company Act or to lose an exemption or a status thereunder to which it might otherwise be entitled (including because the holder of Shares is not a "qualified purchaser" as defined in the Investment Company Act); (iii) whose ownership of Shares may cause the Company to be required to register under the Exchange Act or any similar legislation; (iv) whose ownership of Shares may cause the Company to be a "controlled foreign corporation" for the purposes of the US Tax Code, or may cause the Company to suffer any pecuniary disadvantage (including any excise tax, penalties or liabilities under ERISA or the US Tax Code); (v) whose ownership of Shares may cause the Company to cease to be considered a "foreign private issuer" for the purposes of the Securities Act or the Exchange Act; or (vi) whose ownership of Shares would or might result in the Company not being able to satisfy its obligations on the Common Reporting Standard developed by the Organisation for Economic Co-Operation and Development or such similar reporting obligations on account of, inter alia, non-compliance by such person with any information request made by the Company, (each person described in (i) to (vi) above, being a "<b>Non-Qualified Holder</b>").</p>
vi.	<p><b>Dividend policy<sup>1</sup></b></p> <p>Whilst not forming part of the investment policy, with respect to the Ordinary Shares, the Company aims to deliver:</p> <ul style="list-style-type: none"> <li>on a fully invested and geared basis, a target annual dividend of 5.5 cents per Ordinary Share, with a target of increasing the dividend at a rate of 1.5 to 2% per annum<sup>2</sup> on average thereafter over the expected life of the Solar Power Assets; and</li> <li>a target net total return over the life of the Solar Power Assets (expected to have a typical asset life of 30 to 35 years, and potentially up to 40 years) of at least 7.5% per annum (net of all fees and expenses but before tax) on the basis of the IPO Share Price once the Company is fully invested, which the Company will seek to achieve through active management of its Portfolio, appropriate levels of gearing and reinvestment of capital.</li> </ul> <p>The Company expects to cover the dividend due in respect of the final quarter of 2020 with operating cashflows received during the period in respect of which it is paid. The Company's 2021 annual cash-covered dividend target is 5.5 cents per Ordinary Share.</p> <p>The Company intends to continue paying interim quarterly dividends to the Ordinary Shareholders, in US Dollars, in January, April, July and October of each year.</p> <p>Holders of any class of C Shares will be entitled to participate in any dividends and other distributions of the Company as the Directors may resolve to pay to holders of that class of C Shares out of the assets attributable to that class of C Shares. For the avoidance of doubt, the targets set out above shall not apply with respect to any tranche of C Shares prior to Conversion.</p>
f.	<p><b>Where will the securities be traded?</b></p>
	<p>Applications will be made: (i) to the FCA for the Issue Shares (and any Shares issued pursuant to a Subsequent Placing) to be admitted to listing on the premium listing category of the Official List; and (ii) to the London Stock Exchange for the Issue Shares (and any Shares issued pursuant to a Subsequent Placing) to be admitted to trading on the London Stock Exchange's main market for listed securities.</p>
g.	<p><b>What are the key risks that are specific to the securities?</b></p>
	<p><b>Risks relating to an investment in the Shares</b></p> <p>The Shares may trade at a discount to the relevant Net Asset Value and the price that can be realised for Shares can be subject to market fluctuations, which may affect the liquidity of the Shares and the ability of the Company to raise further equity capital required to grow the Portfolio.</p> <p>The market price of the Shares may fall in value which could result in investors being unable to recover the full amount of their investment in the Shares.</p> <p>It may be difficult for Shareholders to realise their investment as there may not be a liquid market in the Ordinary Shares or any class of C Shares, and Shareholders have no right to have their Shares redeemed or repurchased by the Company.</p>
4.	<p><b>Key information on the admission to trading on a regulated market</b></p>

<sup>1</sup> The target annual dividend yield and target net total return are targets only and are not profit forecasts. There can be no guarantee that these targets will be met and they should not be taken as an indication of the Company's expected or actual future results. Potential investors should decide for themselves whether or not these targets are reasonable or achievable in deciding whether to invest in the Company.

<sup>2</sup> For example, if the dividend yield was 5.5 cents per Ordinary Share in the first year and increased at a rate of 2% per annum on average, it would be 6.57 cents per Ordinary Share in the tenth year

h.	<b>Under which conditions and timetable can I invest in this security?</b>								
i.	<p><b>General terms and conditions</b></p> <p>The Initial Issue is conditional on, among other things:</p> <ul style="list-style-type: none"> <li>(i) Initial Admission occurring and becoming effective by no later than 8.00 a.m. (London time) on 11 May 2021 (or such later time and date, not being later than the Long-Stop Date, as the Company and the Joint Bookrunners may agree); and</li> <li>(ii) the Sponsor and Placing Agreement becoming unconditional in respect of the Initial Issue (save for any conditions relating to Initial Admission) and not having been terminated in accordance with its terms on or before the Initial Admission.</li> </ul> <p>The Board has not set a minimum Gross Initial Proceeds that must be met for the Initial Issue to proceed. The Board (in consultation with the Joint Bookrunners and the Investment Manager) reserves the right, however, to extend the closing time and/or date of the Initial Issue (up to the Long-Stop Date), or elect to cancel the Initial Issue, where it considers that the level of Gross Initial Proceeds were the Initial Issue to be closed at any specified time would mean that proceeding with the Initial Issue at the relevant time (or at all) is no longer in the interests of the Company and its Shareholders (provided that if the closing time is extended, or the Initial Issue is cancelled, this Prospectus and the Placing Programme established hereunder remain valid). The Company will notify investors of any relevant changes through an RIS announcement. If the Initial Issue does not proceed, monies received will be returned without interest at the risk of the applicant.</p> <p>The terms and conditions of the Offer for Subscription are set out in Part X (<i>Terms and Conditions of the Offer for Subscription</i>) of this Prospectus. An Application Form is set out at the end of this Prospectus. The terms and conditions of the Placing Programme are set out in Part IX (<i>Terms and Conditions of any Placing</i>) of this Prospectus.</p> <p>Each Subsequent Placing is conditional on, among other things:</p> <ul style="list-style-type: none"> <li>(i) Admission of the relevant Shares occurring and becoming effective by such time and date as the Company and the Joint Bookrunners may agree); and</li> <li>(ii) the Sponsor and Placing Agreement becoming unconditional in respect of the Subsequent Placing (save for any conditions relating to the relevant Admission) and not having been terminated in accordance with its terms on or before the relevant Admission.</li> </ul>								
ii.	<p><b>Expected Timetable</b></p> <table border="0" style="width: 100%;"> <tr> <td>Expected date of publication of the Prospectus.....</td> <td style="text-align: right;">13 April 2021</td> </tr> <tr> <td>Latest time and date for applications under the Offer for Subscription and the Intermediaries Offer</td> <td style="text-align: right;">1:00 p.m. on 5 May 2021</td> </tr> <tr> <td>Latest time and date for applications under Initial Placing</td> <td style="text-align: right;">12:00 p.m. on 6 May 2021</td> </tr> <tr> <td>Expected date of Initial Admission of the Issue Shares .....</td> <td style="text-align: right;">8.00 a.m. on 11 May 2021</td> </tr> </table>	Expected date of publication of the Prospectus.....	13 April 2021	Latest time and date for applications under the Offer for Subscription and the Intermediaries Offer	1:00 p.m. on 5 May 2021	Latest time and date for applications under Initial Placing	12:00 p.m. on 6 May 2021	Expected date of Initial Admission of the Issue Shares .....	8.00 a.m. on 11 May 2021
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iii.	<p><b>Details of admission to trading on a regulated market</b></p> <p>The Ordinary Shares are currently listed on the premium listing category of the Official List and traded on the London Stock Exchange's Main Market for listed securities. Applications will be made: (i) to the FCA for the Issue Shares (and any Shares issued pursuant to a Subsequent Placing) to be admitted to listing on the premium listing category of the Official List; and (ii) to the London Stock Exchange for the Issue Shares (and any Share issued pursuant to a Subsequent Placing) to be admitted to trading on the London Stock Exchange's Main Market for listed securities.</p>								
iv.	<p><b>Plan for distribution</b></p> <p>The Company (acting through its placing agents, Cenkos and Jefferies, and through its receiving agent, Computershare Investor Services PLC) will notify investors of the number of Issue Shares in respect of which their application has been successful. The results of the Initial Issue will be announced by the Company on or around 7 May 2021.</p> <p>Initial Admission is expected to take place and dealings in Issue Shares are expected to commence on the London Stock Exchange at 8.00 a.m. on 11 May 2021. There will be no conditional dealings in the Issue Shares prior to Initial Admission. The results of any Subsequent Placing and the date of any Subsequent Admission shall be determined by the Company and the Joint Bookrunners, and announced to investors by an RIS announcement, at the relevant time.</p>								
v.	<p><b>Amount and percentage of immediate dilution resulting from the Placing Programme</b></p> <p>If 100 million Shares were to be issued pursuant to the Initial Issue, a Shareholder holding 1% of all Shares in issue as at the date of this Prospectus who did not participate in the Initial Issue would hold 0.67% of all Shares in issue immediately following Initial Admission.</p>								

	<p>If 400 million Shares were to be issued pursuant to Subsequent Placings (being the maximum number of Shares that the Directors are authorised to issue under the Placing Programme less the number of Issue Shares to be issued under the Initial Issue (assuming that to be 100 million Ordinary Shares)), a Shareholder holding 1% of all Shares in issue immediately following Initial Admission who did not participate in any of the Subsequent Placings would hold 0.43% of all Shares in issue immediately following the Final Closing Date. The above calculation assumes that if any classes of C Shares are issued on Subsequent Placings, each of the relevant Conversion Ratios will be 1:1. It should be noted that, however, on Conversion of any class of C Shares, any dilution resulting from the issue of C Shares may increase or decrease depending on the actual Conversion Ratio used for such Conversion.</p>
vi.	<p><b><i>Estimate of the total expenses of the Initial Issue and the Placing Programme</i></b></p> <p>On the basis that the Company undertakes the Initial Issue and at least one Subsequent Placing, and assuming that at least US\$150 million is raised in aggregate, the Directors estimate that total costs and expenses across the Initial Issue and such Subsequent Placings will not exceed 2% of the aggregate Gross Initial Proceeds and the gross proceeds of such Subsequent Placings. Assuming that aggregate gross proceeds of US\$150m were raised across the Initial Issue and such Subsequent Placings, the total net proceeds would be estimated to be approximately US\$145m. All issues of Ordinary Shares undertaken under the Initial Issue or any Subsequent Placing will be accretive to Net Asset Value.</p> <p>Any expenses incurred by a financial intermediary are for its own account. Prospective investors should confirm separately with any financial intermediary whether there are any commissions, fees or expenses that will be applied by such financial intermediary in connection with any application made through that financial intermediary pursuant to the Intermediaries Offer. The terms and conditions of the Intermediaries Offer limit the level of commission that financial intermediaries are able to charge any of their respective clients acquiring Ordinary Shares pursuant to the intermediaries offer.</p>
vii.	<p><b><i>Estimated expenses charged to the investor</i></b></p> <p>As stated in box vi above, the expenses in connection with the Initial Issue or the Placing Programme will be deducted from the gross issue proceeds, rather than being charged directly to any investor.</p>
i.	<p><b><i>Why is this prospectus being produced?</i></b></p>
i.	<p><b><i>Reasons for the admission to trading on a regulated market</i></b></p> <p>The Company's investment objective is to provide investors with attractive and sustainable dividends, with an element of capital growth, by investing in a diversified portfolio of Solar Power Assets in North America and other OECD countries in the Americas. The Net Issue Proceeds and the net proceeds of any Subsequent Placing will be invested in accordance with the Investment Policy.</p>
ii.	<p><b><i>The use and estimated net amount of the proceeds</i></b></p> <p>Assuming that aggregate gross proceeds of US\$150m were raised across the Initial Issue and such Subsequent Placings, the total net proceeds would be estimated to be approximately US\$145m. It is expected that the Net Initial Proceeds will be used to fund two transactions: (1) the refinancing of the Heelstone Portfolio, on accretive terms for the Company, and (2) Tranche 2 of MS2, being the acquisition of a further 25% of MS2, bringing the Company's total ownership of the asset to 50%, increasing portfolio diversification and exposure to a strong operating asset. The two transactions provide potential benefits to the overall Portfolio by reducing the quantum of gearing and improving the terms of such gearing, together with improving diversification and increasing the size of the overall Portfolio. The amount allocated to each transaction will depend on the quantum of the Net Initial Proceeds but, if the Company raises Net Initial Proceeds of US\$105 million, it is expected that US\$82.5 million will be allocated to the refinancing of the Heelstone Portfolio and US\$22 million will be allocated to the further investment in MS2.</p> <p>In the event that the Net Initial Proceeds is an amount greater than US\$105 million, the Company and the Investment Manager may elect to allocate more money to the Heelstone Portfolio refinancing or may elect to invest such Net Initial Proceeds (or the net proceeds of any Subsequent Placing) in one or more Solar Power Assets in North America, and other OECD countries in the Americas, in accordance with the Investment Policy. In the event that either: (a) the Net Initial Proceeds is an amount less than US\$105 million; or (b) either the full refinancing, or the completion of Tranche Two of MS2, is not possible for any reason, the Company and the Investment Manager may determine to undertake a smaller refinancing and/or to use the balance of the Net Initial Proceeds, if any, for acquisitions of Solar Power Assets in accordance with Investment Policy.</p>
iii.	<p><b><i>Underwriting</i></b></p> <p>The issue of the Issue Shares pursuant to the Initial Issue and any class of Shares to be issued pursuant to a Subsequent Placing will not be underwritten.</p>
iv.	<p><b><i>Material conflicts of interest</i></b></p> <p>There are no conflicts of interests that are material to any Admission.</p>

## **RISK FACTORS**

An investment in the Shares carries a number of risks including but not limited to the risks described below. In addition to all other information set out in this Prospectus, the following specific factors should be considered when deciding whether to make an investment in the Shares. The risks set out below are those which are considered to be the material risks relating to an investment in the Shares but are not the only risks relating to the Shares or the Company. No assurance can be given that the Shareholders will realise profit on, or recover the value of their investment in the Shares, or that the Company will achieve any of its anticipated returns. It should be remembered that the price of securities can go down as well as up and investors could lose all or part of their investment.

The success of the Company is dependent on the ability of the Investment Manager to successfully pursue the investment policy of the Company, broader market conditions and the consequences of the risk factors set out in this section.

Prospective investors should note that the risks relating to the Company, its investment policy and strategy and the Shares summarised in the section of this Prospectus headed "Summary" are the risks that the Directors believe to be the most essential to an assessment by a prospective investor of whether to consider an investment in the Shares. However, as the risks which the Company faces relate to events and depend on circumstances that may or may not occur in the future, prospective investors should consider not only the information on the key risks summarised in the section of this Prospectus headed "Summary" but also, inter alia, the risks and uncertainties described in this "Risk Factors" section of this Prospectus. Additional risks and uncertainties not currently known to the Company or the Directors or that the Company or the Directors consider to be immaterial as at the date of this Prospectus may also have a material adverse effect on the Company's financial condition, business, prospects and results of operations and, consequently, the Company's NAV and/or the market price of the Shares.

The Shares are only suitable for investors: (i) who understand the potential risk of capital loss and that there may be limited liquidity in the underlying investments of the Company; (ii) for whom an investment in the Shares is part of a diversified investment portfolio; and (iii) who fully understand and are willing to assume the risks involved in such an investment portfolio. Typical investors in the Company are expected to be institutional and sophisticated investors, professional investors, high net worth investors and individual investors who understand the risks involved in investing in the Company and/or who have received advice from their fund manager, broker, solicitor, accountant or their appropriately authorised independent financial adviser regarding any investment in the Company.

Potential investors in the Shares should review this Prospectus carefully and in its entirety and consult with their professional advisers before acquiring Shares.

### **RISKS RELATING TO THE COMPANY**

#### ***The Company has no employees and is reliant on the performance of third party service providers***

The Company has no employees and the Directors have been appointed on a non-executive basis. Whilst the Company has taken all reasonable steps to establish and maintain adequate procedures, systems and controls to enable it to comply with its obligations, the Company is reliant upon the performance of third party service providers for its executive functions. In particular, the Investment Manager, the Administrator and the Registrar perform services which are integral to the operation of the Company, and assist the Company with compliance with its legal and regulatory obligations, such as anti-money laundering and data protection compliance. Failure by any service provider to carry out its obligations to the Company in accordance with the terms of its appointment or the termination of these agreements could have an adverse effect on the Company's financial condition, results of operations and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

***The Company has a limited operating history, and investors have a limited basis on which to evaluate the Company's ability to achieve its investment objective***

The Company has only been operational since April 2019. Accordingly, there is a limited amount of meaningful operating or financial data with which to evaluate the Company and its performance since that time or its ability to achieve its investment objective and provide a satisfactory investment return.

Any failure by the Company to successfully operate its business and execute its investment strategy may adversely affect its business, financial condition, results of operations, NAV and the market price of the Shares.

**RISKS RELATING TO THE INVESTMENT POLICY**

***The Solar Power Assets may be exposed to operational risk causing the assets to fail to perform in line with expectations***

The Solar Power Assets may encounter operational difficulties that cause them to perform at a lower level than expected and therefore earn less revenue. Contractual arrangements governing certain PPAs may include key performance indicators ("KPIs"), against which the performance of the Solar Power Assets are measured. Where such KPIs are not met, the Offtaker may be entitled, pursuant to the terms of the PPA, to withhold part or all of the contractual payment payable to the Project SPV, vary the price payable under the PPA, or to terminate the PPA for the default of the Company.

Although ground-based solar PV installations have few moving parts and operate, generally, over long periods with minimal maintenance, there is a risk of equipment failure due to wear and tear, design error or operator error with respect to each Solar Power Asset. This equipment failure could adversely affect the returns of the Company.

Additionally, given the long-term nature of solar panel investments and the fact that solar power plants are a relatively new investment class, there is limited experience regarding very long-term operational problems that may be experienced in the future and which may affect Solar Power Assets and, therefore, the Company's investment returns.

Further operational risks include:

- adverse environmental changes and weather patterns which decrease the amount of electricity produced by a Solar Power Asset, particularly where extreme weather conditions arising from climate change lead to prolonged or widespread disruption of electricity produced by (and therefore revenue generation of) by the Solar Power Assets;
- failure or deterioration of equipment;
- poor performance of Counterparties, including suppliers and contractors;
- transmission system congestion; and
- labour issues, including workforce strikes.

In order to mitigate identified risks, the Investment Manager procures that the Company or relevant Project SPV uses proven technologies, typically backed by manufacturer warranties, in the construction of its Solar Power Assets. Further, the Company or the Project SPV implements a maintenance programme for the Solar Power Assets and typically appoints O&M Contractors with a strong track record to carry out such maintenance pursuant to the relevant O&M Contract. Typically, the O&M Contract contains KPIs the same as or similar to performance criteria contained in the relevant contractual arrangements governing the Solar Power Assets. This enables the Company to pursue the O&M Contractor, often on a liquidated damages basis, for any loss of revenue caused by a failure to meet any KPI. Typically, the O&M Contract also contains provisions to enable the Company to recover costs and losses associated with early termination from the O&M Contractor. In addition, with respect to extreme climate related risks, the Company and Investment Manager conduct sensitivity analysis using a range of power generation forecasts when evaluating acquisitions however isolated or localised conditions such as storms, heavy snowfall, or smoke and dust events may cause production shortfalls outside the range of power generation forecasts. In addition, investing in geographically diverse projects mitigates the impact of localised, unfavourable weather conditions.

Operational risks are inherently difficult to forecast and there can, however, be no assurance that all risks will be identified or that the steps taken will be sufficient to entirely mitigate any risk that the Solar Power Assets may fail or underperform, and there can be no assurance that the protections contained in the relevant O&M Contract (or any other mitigating actions taken by the Investment Manager or the Company) will be sufficient to cover any loss suffered by the Company. For example, the Investment Manager may not be able to procure that the KPIs and liability and termination regimes contained in the contractual arrangements governing the Solar Power Assets are entirely aligned with the equivalent protections contained in the relevant O&M Contract. The Company is also exposed to the risk that the O&M Contractor (or its guarantor) becomes insolvent or is otherwise unable to pay its debts as they fall due (in spite of its strong track record), and is therefore unable to pay the damages set forth in the relevant O&M Contract.

Whilst the Investment Manager seeks to diversify its exposure to EPC contractors, O&M contractors and solar panel manufacturers across the Portfolio, the Company may appoint the same O&M Contractor to maintain the Solar Power Assets at multiple sites. These multiple appointments create a concentration risk that would magnify the quantum of any losses should that O&M Contractor (or its guarantor) become insolvent or otherwise be unable to fulfil its obligations under each of the relevant O&M Contracts. Although such contracts typically include termination rights for the Company in such circumstances, there is a risk that the Company may incur costs in the procurement of a replacement contractor, and the terms of the replacement contract may be less favourable to the Company.

If a Solar Power Asset fails to generate the required amount of electricity under the relevant PPA, the Offtaker is entitled to exercise its remediation rights (such as withholding payment of some or all of the payment under the PPA), and if the mitigating actions taken by the Investment Manager or Company should prove insufficient to cover the cost of such remediation action (including due to the insolvency or otherwise of an O&M Contractor or its guarantor), or if the Company incurs additional costs in sourcing and appointing a replacement contractor, this will affect the returns generated by the relevant Solar Power Assets, which is likely to have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Company may face risks associated with its level of debt including the risk that the Company may not be able to obtain debt financing and may not be able to refinance on favourable terms***

The Company targets maintaining a level of Long-Term Gearing of 50% calculated at the time of drawdown and may also have Temporary Gearing during the construction phase of the relevant Solar Power Asset which, combined with Long-Term Gearing, shall not exceed 75%.

Gearing is generally employed at the level of the relevant Project SPV or at the level of any intermediate wholly owned subsidiary of the Company, but may also be employed at the level of the Company, and any limits described in this Prospectus shall apply on a consolidated basis across the Company, the Project SPVs and such intermediate holding company.

While such leverage presents opportunities for increasing total returns, it can also have the opposite effect of increasing losses or risk of default on debt servicing obligations and insolvency. If incremental income from Solar Power Assets reflecting borrowed funds is less than the incremental costs of servicing the debt, the Company's net revenue will reduce and its Net Asset Value will decrease, which could have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

In addition, the Company cannot make any assurances that it will continue to be able to obtain or maintain Gearing at the level intended or any Gearing at all or that it will be able to refinance its current levels of debt on favourable terms, or at all. The Company and its Affiliates may be forced to enter into less favourable debt financing arrangements than originally intended in order to obtain Gearing. This will have a negative impact on the Company as, for instance, the interest rates payable by the Company and its Affiliates may be significantly higher than those modelled. It may be the case that the Company and/or its Affiliates are in breach of a covenant or are unable to repay or refinance their borrowings under the relevant debt financing arrangements. This may result in the Company

and its Affiliates disposing of Solar Power Assets, seeking further equity investors or entering into new debt financing arrangements on less favourable terms. These factors could have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Company may not be able to acquire suitable Solar Power Assets or contract with Offtakers that accord with its investment policy***

The success of the Company is dependent on the ability of the Investment Manager to pursue the Company's investment policy successfully and on broader market conditions as discussed elsewhere in this Prospectus. There can be no assurance that the Investment Manager will continue to be successful in pursuing the Company's investment policy or that the Investment Manager will continue to be able to invest the Company's assets on attractive terms, generate the target or any investment returns for the Company's investors or avoid investment losses.

The Investment Manager believes it has identified, and will be able to identify, suitable Solar Power Assets for the Company to acquire, including the completion of Tranche Two of MS2. There can, however, be no guarantee that the Company will be able to continue to acquire suitable Solar Power Assets (including the completion of Tranche Two of MS2) due to a range of factors, including: competitors offering more attractive bids, or the Investment Manager and its advisers conducting due diligence that identifies issues that could not be resolved. If the Company is not successful in acquiring such Solar Power Assets for any reason, this may result in the Company acquiring less favourable or suitable Solar Power Assets, or retaining cash for longer than expected.

In addition, the Company may not always be able, for structural or commercial reasons, to acquire a 100% equity interest in its Solar Power Assets. Although the Company targets controlling stakes in Solar Power Assets that give it effective control of the acquired asset, the Company may acquire minority or non-controlling stakes in the future. Such stakes in acquired Solar Power Assets may limit the Company's ability to control the assets, which could result in actions being taken with respect to such assets that the Investment Manager and the Company do not consider to be in the Company's best interests, which may lead to a reduction in the future expected returns to the Company generated by such assets.

Furthermore, the Investment Manager and the Company may not be able to procure Offtakers to buy the electricity generated from the Solar Power Assets for a period of time. The Project SPV would, therefore, be unable to generate revenues from its Solar Power Asset as it would not be receiving payments under the relevant PPA. This would impact the profitability of the Portfolio during such a period. The Company seeks to mitigate this risk, however, by conducting extensive marketing in order to engage with suitable long-term Offtakers prior to acquiring and/or constructing a Solar Power Asset. Nevertheless, if any of these scenarios materialise, they could have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Company may face risks relating to installing, operating and decommissioning the Solar Power Assets***

While the Company may invest in operational Solar Power Assets, the Company intends to target construction-ready and in-construction Solar Power Assets, which are expected to be operational within 12 months from commitment. As such, the Company may be subject to additional risks from pre-operational Solar Power Assets during the construction phase, such as:

- failure to acquire prospective Solar Power Assets;
- failure to achieve Nameplate Capacity or delays in the timing of cash flows due to delays in the development, construction or acquisition of the Solar Power Assets;
- inherited defects in the development, design, or construction phase of the Solar Power Assets;
- final contracts being on less favourable terms to the Company; or
- failure to achieve contractually agreed milestones which could give the Offtaker step-in or termination rights, or the right to receive liquidated damages.



EPC Contractors are appointed by the Company in respect of the engineering, procurement and construction obligations relating to the construction or development phase of a Solar Power Asset. As such, the Company is dependent on the performance of EPC Contractors in order to complete the Solar Power Asset on time and in accordance with all appropriate contractual standards and specifications. The Company seeks to contract with EPC Contractors of good standing and with a strong track record, and seeks to ensure that any contract with the EPC Contractor, and the other contracts relating to the relevant project, contain sufficient protections to adequately compensate the Company should it suffer any losses due to any delays, defects or failures in the construction or commissioning of the Solar Power Asset. Such contractual protections may take the form of liquidated damages (which may be capped), a general right to damages, or a right to terminate one or more project agreements. There can be no assurance that the liability regimes in the relevant contracts will be sufficient to cover all of the losses incurred by the Company where a project has overrun (whether in terms of time and budget), or that, following termination by the Company of the EPC Contract (and other project agreements), the Company will be able to recover all of its losses from the Counterparties. It is also possible that a Counterparty may become insolvent or otherwise unable to pay its debts as they fall due, further restricting the Company's ability to recover its losses.

The Company may also be required to decommission Solar Power Assets following the expiration of relevant land tenure. Delays in decommissioning the equipment, or damage caused to a Counterparty's premises if the Solar Power Assets are located on the Counterparty's premises during such decommissioning, may cause the Company to incur liabilities that the Company may not be able to fully recover under the terms of any contract with a third party that the Company has appointed to decommission such equipment.

The physical location, maintenance and operation of Solar Power Assets may pose health and safety risks to those involved during construction, maintenance, replacement or decommissioning. The Company will need to consider whether it is liable under environmental and health and safety legislation for any accidents that may occur in the relevant jurisdiction, to the extent such loss is not covered under any of the Group's existing insurance policies or, where applicable, the contractual provisions in place with the relevant subcontractors do not adequately cover the Company's (or the relevant Project SPV's) liability. Liability for health and safety could have an adverse effect on the business, financial position, results of operations and business prospects of the Company.

The Company cannot guarantee that its Solar Power Assets will not be considered a source of nuisance, pollution or other environmental harm. The Company may be liable in respect of any environmental damage (including contamination of hazardous substances) which may occur on any site upon which Solar Power Assets are installed or any neighbouring sites. It is anticipated that a significant proportion or potentially all of the Solar Power Assets to be acquired by the Company will be located on agricultural, commercial and industrial properties. There may be a significant risk of project participants at such sites suffering environmental liability, increased cost of compliance and/or require a higher degree of due diligence in the permitting steps.

In addition, the Company expects to acquire Solar Power Assets located on property leased from third parties. Such lease arrangements gives rise to a range of risks including deterioration in the property during the investment life, damages or other lease related costs, counterparty and third-party risks in relation to the lease agreement and property, termination of the lease following breach or due to other circumstances such as a mortgagee taking possession of the property. Whilst the Company seeks to minimise these risks through appropriate insurances, lease negotiation and site selection there can be no guarantee that any such circumstances will not arise and result in losses to the investment and, consequently, the returns received by the Company.

Should there be a delay in completing or should a defect arise during the construction phase of a Solar Power Asset (which cannot be recovered from an EPC Contractor), or if any liabilities (relating to health and safety or otherwise) arise against the Company during the construction, operation or decommissioning of the relevant Solar Power Asset, this could have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***Lower wholesale electricity prices will negatively impact the returns of the Company***

Lower wholesale electricity prices may mean a reduction in payments from Offtakers for uncontracted electricity sales, or lower prices for future PPAs, which would consequently lead to a decrease in the profitability of the Project SPV and consequentially the Company's returns. A decrease in the wholesale electricity prices could be caused by a number of factors, including:

- increased competition from the construction of a significant new power generation plant;
- a fall in demand for electricity in the markets where the Company operates;
- lower prices for alternative fuels;
- an oversupply of electricity in a region in which the Company operates; or
- the development of new, more efficient, energy technologies.

The Company and the Investment Manager seek to mitigate this risk by entering into long-term PPAs with terms of more than 10 years (on a weighted average portfolio basis where multiple Solar Power Assets are acquired in a single transaction) with creditworthy (predominantly Investment Grade) Offtakers, or acquiring Solar Power Assets with such PPAs already in place, and diversifying investments across different markets with potentially different future wholesale electricity price projections. Additionally, it may also limit the Company's ability to acquire additional Solar Power Assets because of their construction, meaning the Company may have to retain cash for longer than expected. As such, the decrease in wholesale electricity prices may adversely affect the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

***Contractual arrangements governing certain Solar Power Assets may include provisions enabling the Counterparty to vary the contract price or structure in limited circumstances***

In addition to deductions from the contractual payments as a result of failure to meet KPIs (as set out above in the risk factor entitled "The Company's Solar Power Assets may be exposed to operational risk causing the assets to fail to perform in line with expectations"), the contractual arrangements may link contract price or structure under the PPA to the availability, minimum output or efficiency of Solar Power Assets. Furthermore, the ITC is dependent on the installed generation capacity of Solar Power Assets which, if the actual capacity differs from design capacity, may cause the Company or the Project SPV to be in breach of the terms of financing arrangements with the relevant Tax Equity Partner.

The Company intends to mitigate this risk by appointing a suitably qualified O&M Contractor to maintain the Solar Power Assets and, where possible, to ensure that contractual minimum outputs are at a level significantly below expected levels of output. The terms of O&M Contracts often include provisions to protect the Company or relevant Project SPV in the case of underperformance or technical issues with the Solar Power Assets caused by the O&M Contractor, however, events outside the control of the O&M Contractor or the Company, such as unfavourable or catastrophic events (such as floods or fire) or loss of demand from the Offtaker, could result in the Solar Power Assets underperforming or failing, or the O&M Contractor could be unable to pay its debts as they fall due or otherwise be unable to perform its obligations under the relevant O&M Contract, and in such circumstances the Company may be unable to reclaim any or only part of its loss from the O&M Contractor (or from any insurance policies in place for such Solar Power Assets). The O&M Contractor's liability for the Project SPV's loss may also be limited pursuant to the terms of the relevant O&M Contract. Such events may have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Company's investments may be adversely affected by poor performance of a particular sector or industry, or if any sector or industry was to fall out of favour with the public or governments***

The Company's investments are predominantly concentrated in the solar sector of the United States renewable energy industry. While the Investment Manager intends to partially mitigate the Company's exposure by diversifying investments across different jurisdictions, given the relative weighting of the Portfolio in the United States, it remains exposed to adverse events associated with specific investments, sectors and industries. The Company's returns may be adversely affected by macro-economic underperformance of the energy industry or by the unfavourable performance of the solar energy sector as, for instance, it may not be able to attract Offtakers to buy the electricity

generated by its Solar Power Assets. This adverse effect may be amplified if its Counterparties are in, or connected to, the affected sector or, in the case of macro-economic factors, the affected jurisdiction. For example, there may be a shortage of suitable Solar Power Assets for acquisition because there are less EPC Contractors and developers operating in the market and Offtakers may not be able to honour their contractual obligations under the PPAs. Should the Company's returns be adversely affected by virtue of such poor performance, or should such adverse effect be amplified by virtue of concentration of the Portfolio to any particular industry or sector, this would have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

In addition, the Company's returns may be adversely affected if the renewables sector (as a whole) or sub-sectors or industries were to fall out of favour with the public or with local or regional governments, resulting in a lack of government support and subsidies, or in a reduction in demand, which could result in reduced energy prices for any energy generated by the Solar Power Assets. If revenues generated by the Solar Power Assets were to suffer due to reduced energy prices or reduced demand (or from withdrawal of state aid or incentives), this would have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Solar Power Assets may be concentrated in a relatively small number of countries***

The investment policy of the Company provides that at least 85% of its Portfolio will be located in the United States and up to 15% of its Portfolio may be located in other OECD countries in the Americas, measured at the time each Solar Power Asset becomes operational and funding from the Tax Equity Partner is in place (as applicable). As at 31 December 2020, 100% of the Portfolio is located in the United States. Concentration of assets in a small number of countries is generally considered a higher risk investment strategy than investing more widely, as it exposes the Company to the fluctuations of a narrow range of geographical markets and currencies.

The Company's exposure to these markets and/or currencies may magnify the negative impact that any adverse changes in these markets and/or currencies would have on the returns realised by the Company from the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Company may be exposed to risks attributed to the size of its Portfolio***

The size of the Portfolio affects the risk profile of the Company; the greater the size of the Portfolio, the greater the ability of the Investment Manager to diversify the investments it makes and manage any concentration risks associated with a less diverse Portfolio. Effective risk management depends on a range of factors including diversification of investments and other factors such as having in place effective internal risk management systems. Due to the nature of Solar Power Assets, these risks will be more diversified with a larger Portfolio size. A small Portfolio is susceptible to the risk of a single Solar Power Asset accounting for a large percentage of the overall Portfolio. Should such Solar Power Asset fall in value, the risk of a consequential adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

***Valuation of Solar Power Assets is inherently subjective and uncertain and valuations may be based on information that is out of date***

The Company intends to publish unaudited quarterly Net Asset Value figures in US Dollars. As at 30 June and 31 December of each year, the Company engages an independent third-party appraiser to calculate the fair market value of the investments made by the Company and its Project SPVs based on the financial reports provided by the Project SPVs. As at 31 March and 30 September of each year, the Investment Manager calculates the fair market value of the investments made by the Company and its Project SPVs, also based on the financial reports provided by the Project SPVs. The Investment Manager analyses the financial reports but it may not be able to confirm their completeness and accuracy. Further, the financial reports provided by the Project SPVs may be prepared by third parties, be provided less frequently than quarterly, or be published up to four

months after their own respective valuation dates. As such, these estimates may be inaccurate or out of date and may vary (in some cases materially) from the results published in the Company's financial statements (as the figures are published at different times) and that they, and any Net Asset Value figure published, may vary (in some cases materially) from the values that are ultimately realised throughout the life of those investments (being the "realisable" value).

Accordingly, Net Asset Value figures issued by the Company should be regarded as estimates only and investors should be aware that the "realisable" NAV per Share may be materially different from those figures. There is no single standard for determining fair value and, in many cases, fair value is best expressed as a range of fair values from which a single estimate may be derived. The types of factors that may be considered when applying fair value pricing to an investment include: latest applicable legal, financial, technical and insurance due diligence; cash flows which are contractually required or assumed in order to generate the returns; project performance against time, activity and other milestones; creditworthiness of an Offtaker or another Counterparty and delivery partner counterparties (including O&M Contractors and other subcontractors); changes to the economic, legal, taxation or regulatory environment; claims or other disputes or contractual uncertainties; and changes to revenue and cost assumptions.

The Investment Manager carries out valuations of the Solar Power Assets acquired by Project SPVs at the time of their acquisition and an independent auditor performs an annual audit and express an opinion on the financial statements of the Company in accordance with applicable law and auditing standards. Valuations of investments, however, for which market prices are not readily available may fluctuate over short periods of time and are based on estimates. Determinations of fair value of Solar Power Assets generally may therefore differ materially from the values that would have resulted if a ready market had existed for those Solar Power Assets. Even if market prices are available for the Company's investments in Solar Power Assets, such prices may not reflect the value that the Company would be able to realise in respect of those investments because of various factors, including illiquidity in the market for such Solar Power Assets, future market price volatility, or the potential for a future loss in market value due to poor industry conditions.

Additionally, valuations of Solar Power Assets relies on detailed financial models to support valuations. There is a risk that inaccurate assumptions or methodologies may be used in a financial model. In such circumstances the returns generated by any Solar Power Asset acquired by the Company may be different to those expected.

Given that the Company gives no assurance as to the values that the Company records from time to time, it is possible that the Company may record materially higher values in respect of its investments than the values that are ultimately realised throughout the life of those investments. In such cases, the Company's NAV will be adversely affected. Changes in values attributed to investments during each three month period may result in volatility in the Net Asset Values that the Company reports from period to period. As such, this could have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The EPC Contractors and O&M Contractors (and their subcontractors) may be required to obtain and retain certain approvals and licences in connection with the installation or maintenance of the Solar Power Assets***

The Company or the relevant Project SPV appoints a range of EPC Contractors and O&M Contractors (and their subcontractors) to carry out construction and operational activities. In order to install or maintain the Solar Power Assets, the EPC Contractors and O&M Contractors (and their subcontractors) may be required to obtain and retain certain regulatory, governmental or other licences in order to perform their service in relevant jurisdictions.

Should the EPC Contractors, the O&M Contractors or their subcontractors lose any requisite licence, this may delay the construction or maintenance of the relevant Solar Power Assets. If such delays result in delays to the commencement of PPAs or other revenue contracts, or failure to meet other contractual conditions, revenues to the Company may be delayed or reduced.

Maintenance delays could result in equipment failure and give rise reduced payments under the PPA or other revenue contracts due to failure to meet KPIs. In addition, Solar Power Assets may also require planning permissions and environmental permits (and other similar permissions and permits)

regulating the design, build and operation of the Solar Power Assets. Failure to obtain such permissions, permits or consents and/or a failure to comply with their requirements may lead to delay, a suspension of operation or an inability to continue construction or operation of the Solar Power Assets. In each of these cases this could have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Company may suffer losses in excess of insurance proceeds or from uninsurable events***

The Solar Power Assets may suffer from catastrophic events such as floods, hurricanes, earthquakes, fire, wars, terrorism and other such disasters in any form. As a result, the Solar Power Assets may be damaged, destroyed, removed from service or suffer other operational losses, which may not be compensated for by insurance (including any warranties and indemnities insurance obtained by the Company in connection with the acquisition), either fully or at all. There are certain types of losses that may be uninsurable or are not economically insurable. Inflation, environmental or regulatory considerations and other factors might also result in insurance proceeds being unavailable or insufficient to cover all losses suffered by the Company in connection with its Solar Power Assets. Should an uninsured loss or a loss in excess of insured limits occur, the Company may lose capital invested in the affected Solar Power Assets as well as anticipated future revenue from those Solar Power Assets. In addition, the Company could be liable to Counterparties for any losses they may have suffered in connection with those Solar Power Assets. The Company might also remain liable for any debt or other financial obligations related to Solar Power Assets. Any material uninsured losses or losses in excess of insurance proceeds may substantially affect the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

***The due diligence process that the Investment Manager intends to undertake in evaluating future acquisitions of Solar Power Assets may not reveal all facts that may be relevant in connection with such investments***

The due diligence process undertaken by the Investment Manager prior to the acquisition of Solar Power Assets is intended to identify issues relevant to an investment decision, and the price at which an investment is acquired. When conducting due diligence and making such assessments, the Company and the Investment Manager rely on the information available at the time which may be incomplete, inaccurate or without the benefit of any third party reliance.

Investments due diligence includes the use of third party information and data. Although the Investment Manager evaluates all such information and data and seek independent corroboration (for example through the use of technical or financial due diligence) where it considers it appropriate and necessary to do so, the Investment Manager may not be in a position to confirm the completeness, genuineness or accuracy of such information.

Further, investment analysis and decisions may be undertaken on an expedited basis in order to make it possible for the Company to take advantage of investment opportunities that have a short window of availability. In such cases, the available information at the time of an investment decision may be limited, inaccurate and/or incomplete. The Investment Manager may not have sufficient time to evaluate fully such information available to it. There is no guarantee that any acquired Solar Power Assets will perform as expected or that the returns from such acquisitions will support the financing used to acquire them or maintain them.

The value of the investments made by the Company may be affected by fraud, misrepresentation or omission. Such fraud, misrepresentation or omission may increase the likelihood of underperformance of the Solar Power Assets, or in the relevant Counterparty or Offtaker failing to make the payments related to the Solar Power Assets.

The failure to identify risks and liabilities during the due diligence process could result in the Company and its Affiliates failing to obtain the appropriate warranties and indemnities in the acquisition agreement pertaining to the investment, or failing to secure insurance to cover the occurrence of such potential risks or liabilities, or both.

Further, the Company is required to bear the costs incurred by the Investment Manager in connection with the due diligence process carried out in respect of an acquisition of a Solar Power Asset, irrespective of whether or not the Company successfully completes such acquisitions.

Accordingly, due to a number of factors, the Company cannot guarantee that the due diligence carried out by the Investment Manager or the Company's other service providers with respect to a Solar Power Asset will reveal or highlight all relevant facts that may be necessary or helpful in evaluating such investment. Any failure by the Investment Manager or any of the Company's other service providers to identify relevant facts through the due diligence process may result in inappropriate Solar Power Assets being acquired, or Solar Power Assets being acquired at a higher value than their fair value, which may substantially affect the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

#### ***Changes to the price of solar PV equipment***

The price of solar PV equipment can increase or decrease. The price of solar equipment can be influenced by a number of factors, including the price and availability of raw materials and labour, demand for PV equipment and import duties that may be imposed on PV equipment. Changes in the cost of solar PV equipment could have an adverse effect on the Company's ability to source projects that meet its investment criteria and consequently its business, financial position, results of operations and business prospects, with a consequential adverse effect on the market value of the Shares.

#### ***The Offtakers and the other Counterparties of the Company could default on their contractual obligations or suffer an insolvency event***

The Company expects to derive revenue predominantly by selling electricity generated by its Solar Power Assets to Offtakers under the PPAs. There can be no assurance that an Offtaker will honour its payment obligations under the relevant PPA. The Company and the Investment Manager intend to mitigate this by only entering into long-term PPAs of at least 10 years (on a weighted average portfolio basis where multiple Solar Power Assets are acquired in a single transaction) with creditworthy Offtakers (predominantly with Investment Grade ratings) and seeking to establish contractual protections in respect of the relevant Solar Power Assets.

In addition, the Project SPVs may enter into agreements with certain Counterparties for specific project-related activities such as leasing project sites, EPC, O&M services, asset management, and interconnections between the Solar Power Assets and transmission or distribution networks. There can be no assurance that a Counterparty will honour its obligations under the relevant contract. In order to mitigate this, Project SPVs seek extensive warranty protection from their respective Counterparties. This may, however, be insufficient in covering risks in relation to the operation of the Solar Power Assets, and the potential default of a Counterparty, despite the best efforts of the Company. For example, such warranty protection is typically subject to limitations in relation to the matters, amount and the time periods covered, such that there is no guarantee that such warranty protection will provide complete cover in all scenarios.

If an Offtaker or another Counterparty fails to perform its obligations under the relevant PPA or another agreement, the Company may be required to seek remedy from the relevant Offtaker or Counterparty. There is a risk that the relevant contract may not provide sufficient remedy, or any remedy at all. For example, remedies may be limited by time or amount, such as by a contractual limit on the amount that may be claimed by way of liquidated damages, which may impact the value of the Portfolio. Additionally, a contract may be terminated prior to the expiration of the relevant term due to an event of insolvency of the relevant Offtaker or Counterparty. The Company and the Investment Manager seek to mitigate the Company's exposure to such risk through carrying out qualitative and quantitative due diligence on the creditworthiness of Offtakers or Counterparties. Despite the steps taken by the Company and the Investment Manager, there is no assurance that any Offtaker or Counterparty will continue to make contractual payments or that the Offtaker or the Counterparty will not suffer an insolvency event during the term of the PPA or other relevant agreement. The failure by an Offtaker or a Counterparty to pay the contractual payments or the early termination of the relevant contract due to the insolvency of an Offtaker or a Counterparty may substantially affect the value of the Portfolio, the Company's financial condition, results of operations

and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

***Payment obligations on early termination of PPAs by Offtakers may not adequately compensate the Company***

Some PPAs may contain limited rights of termination, exercisable by the Offtaker, prior to the expiration of their term. Such terminations generally result in the obligation of the Offtaker to pay termination fees. Whilst the Company and the Investment Manager intend to include contractual rights that adequately compensate the Company in the event of early termination of a PPA by an Offtaker, there is a risk that a replacement PPA can only be sourced at a lower price, reducing Company revenues. If no replacement PPA can be sourced, the Solar Power Asset may cease to be economically viable and the Company may elect or be required to decommission the Solar Power Asset. Such decommissioning cost may exceed salvage value. In all of these cases, the early termination of a PPA by an Offtaker may substantially adversely affect the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Company may not be able to enter into PPAs containing favourable terms with new or existing Offtakers***

The Investment Manager may be unable to negotiate or renegotiate favourable terms for a Project SPV while entering into a new PPA with a new Offtaker or upon renegotiating the terms of an expired PPA with an existing Offtaker. It may be the case that the Project SPV is unable to enter into a PPA at all in relation to its Solar Power Asset. This may be caused by numerous factors, including: lower wholesale electricity prices; increased competition within the solar power sector or the wider energy industry; and the development of more efficient energy technologies. Offtakers may be able to negotiate a lower price for the electricity under a new or extended PPA which would reduce the cash flow of the Project SPV and consequently the returns of the Company. The term of a new or extended PPA may be significantly shorter than an existing PPA which may reduce the long-term profitability of a Solar Power Asset. The Company and the Investment Manager seek to mitigate this risk by entering into long-term PPAs with terms of more than 10 years (on a weighted average portfolio basis where multiple Solar Power Assets are acquired in a single transaction) with creditworthy (predominantly Investment Grade) Offtakers, or acquiring Solar Power Assets with such PPAs already in place. Nevertheless, if the Company agrees to enter into PPAs with Offtakers on less favourable terms than is currently intended, this may adversely affect the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

***The Company may be reliant on transmission facilities owned by third parties***

The Solar Power Assets may be reliant on particular transmission or distribution networks in order to sell electricity to Offtakers. As such, in certain cases the Company is reliant on third-party transmission or distribution providers. The Company expects to have in place at all times connection agreements with relevant third-party transmission or distribution providers. If, however, the Company or a Project SPV breaches the terms of the connection agreement, the Solar Power Assets may potentially be disconnected from the relevant connection point.

Furthermore, if the transmission or distribution networks are unavailable for a period of time, the Company may be unable to satisfy its obligations under the relevant PPAs. This could have substantial adverse effects on the profitability of the Company. For example, the failure to achieve contractually agreed milestones under the PPA may allow the Offtaker step-in or termination rights or entitle the Offtaker to receive liquidated damages from the relevant Project SPV or the Company. The Company may be unable to claim compensation from the transmission or distribution provider and may have to make an insurance claim which may not cover all the losses incurred by the Company. As such, this may have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Solar Power Assets may be subject to compensated and uncompensated Curtailment***

Curtailment is the limiting of plant output such that less energy is delivered or sold relative to a situation where Curtailment has not occurred. Curtailment can be as a result of an economic or physical constraint and, depending on the situation, can be self-imposed by the owner of a Solar Power Asset because of a price signal (generally a low price), directed by an Offtaker where that Offtaker receives a price signal, as a result of competitive bidding in wholesale markets, or directed by a system or transmission operator because of a physical constraint. Curtailment may be limited or compensated if directed by an Offtaker or system operator, but the Company may bear incremental Curtailment risk which, if it materialises, may adversely affect the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Company may be exposed to a lower than expected volume of revenue generation produced by the Solar Power Assets***

The Company is exposed to the volume of electricity produced by the Solar Power Assets. Actual revenue depends on short-term (hourly, daily, monthly and seasonal variations) and long-term fluctuations in weather as this impacts the volume of electricity produced by a Solar Power Asset. Solar Power Assets are subject to natural elements, carry electrical charges, and are exposed to solar radiation which produces solar electricity and associated heat that may cause the components to become altered and less able to capture irradiation effectively. Additionally, each PPA may contain volume and time parameters which, if not met, may impact pricing and revenue. Revenue could also be impacted where a PPA or energy derivative has a different energy delivery point from the settlement location. If electricity prices vary between these locations this could have a positive or negative impact on revenue.

The revenue profile may, therefore, be different from year to year and may not match the budgeted revenue profile or expense profile of the relevant Solar Power Asset. As such, lower generation could have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Company may be adversely affected by interest rate changes***

The Company may have debt facilities with both fixed and floating interest rates. As such, changes in interest rates may have a positive or negative impact directly on the Company's net income and, consequently, the profits of the Company. Changes in interest rates may also affect the market more broadly and positively or negatively impact the value of the Solar Power Assets. The Company may implement interest rate hedging by fixing a portion of the Company's exposure to any floating rate using interest rate swaps or other means. The use of interest rate hedging may be insufficient to effectively manage the entirety of the risk from adverse changes to interest rates, and therefore this may have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

***The Company may be exposed to currency and foreign exchange risks***

The Company may make investments in, or receive payments from Offtakers that are denominated in currencies other than US Dollars. Changes in exchange rates between US Dollars and those other currencies will cause the value of any investment, or consideration from Offtakers, denominated in those currencies, to go up or down. Where an investment is not made in US Dollars then in order to mitigate against adverse changes in foreign exchange rates the Company has the ability to enter into hedging arrangements to partially or fully convert that exposure back to US Dollars. There can be no assurance, however, that any such arrangements would provide sufficient protection to the Company against adverse currency movements. Such adverse currency movements could have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

***The Company may face jurisdiction-specific legal risks***

The Company expects to invest in Solar Power Assets in a number of jurisdictions, including North America and certain other OECD countries in the Americas. Such investments are or may be subject



to different laws and regulations dependent on the jurisdiction in which the Counterparty is incorporated and the jurisdictions where the Counterparty's buildings are located. By investing in such Solar Power Assets, the Company may be required to adopt particular contractual arrangements and structures in order to satisfy the legal and regulatory requirements of a particular jurisdiction. This may affect the contractual rights acquired by the Company or may require the Company to incur additional establishment costs from local service providers (such as lawyers, accountants or appraisers) in order to put such contracts in place. Furthermore, the Company and Counterparties could be subject to an insolvency regime which is more debtor-friendly than the UK insolvency regime. Such jurisdiction-specific insolvency regimes may negatively affect the Company's recovery in a restructuring or insolvency. These structure-orientated risks could be more or less likely to materialise where the Company invests in different jurisdictions, depending on the local laws and customs in such jurisdictions. The insolvency regimes in the United States are primarily decided at state-level and therefore the Company is likely to be subject to an array of insolvency regulations. Should any of these risks materialise, for example if the Company is unable to pursue an insolvent debtor in a particular jurisdiction due to the relevant insolvency regime in that jurisdiction, it could adversely affect the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The success of the Company may be partly dependent on third party investment partners in the Project SPVs***

The Company currently, and the Investment Manager expects that the Company will continue to, either wholly own Project SPVs or partially own it in conjunction with an investment partner. The Company has an Allocation Policy, as set out in the sub-paragraph entitled "Allocation Policy" in Part IV (Directors, Management and Administration) of this Prospectus. The Allocation Policy allows New Energy Solar which has a substantially similar investment policy to the Company's investment policy, to invest alongside the Company. New Energy Solar is also managed by the Investment Manager. The terms of the Allocation Policy allow both the Company and New Energy Solar to invest, *pari passu*, in Solar Power Assets identified by the Investment Manager. There is no guarantee that either the Company or New Energy Solar will have the capital available to acquire a Solar Power Asset or approve the investment. Furthermore, the Company and/or New Energy Solar may develop an acrimonious relationship which may have a negative impact on the profitability of each vehicle. The Company is also exposed to the risk that New Energy Solar may become insolvent which may have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Company may invest in Solar Power Assets through one or more Project SPVs***

The Company expects to invest in Solar Power Assets via Project SPVs and intermediate entities. The Company is exposed to certain risks associated with these structures which may affect its return profile. For example, changes to laws and regulations including any tax laws and regulations applicable to the Project SPV, intermediate entities, or to the Company in relation to the receipts from any such Project SPV may adversely affect the Company's ability to realise all or any part of its interest or investment return in Solar Power Assets held through such structures. Alternatively, any failure of the Project SPV or its management to meet their respective obligations may have an adverse effect on Solar Power Assets held through such structures (for example, triggering breach of contractual obligations) and the Company's exposure to the investments held through such structures and/or the returns generated from such Solar Power Assets for the Company. This could, in turn, have an adverse effect on the performance of the Company and its ability to achieve its investment objective.

Further, where investments are acquired indirectly as described above, the value of the underlying asset may not be the same as the Project SPV due, for example, to tax, contractual, contingent and other liabilities, or structural considerations. To the extent that valuations of the Company's investments in Project SPVs or other investment structures prove to be inaccurate or do not fully reflect the value of the Solar Power Assets, whether due to the above factors or otherwise, this may have an adverse effect on the value of the Portfolio, the Company's financial condition, results of

operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Company's ability to install and maintain equipment may be dependent on taking a lease or licence of part of the Offtaker's premises***

In certain cases, the Company or the Project SPV may need to install the Solar Power Assets on the Offtaker's premises. As a result, the Project SPV may need to obtain a lease or licence in order to have a right to access the Offtaker's premises in order to install, and then maintain, the Solar Power Assets. Where the Company is not able to secure a lease or licence on favourable terms, such as the ability to access the premises at the convenience of the Company or its subcontractors to install or maintain the Solar Power Assets, there may be delays in installing or repairing such equipment. In such circumstances, depending on the contractual arrangements governing the Solar Power Assets, the Company may experience delays in receiving contractual payments (or the Offtaker may be entitled to withhold part of the contractual payments). Where the Company (or relevant Project SPV) receives reduced (or late) contractual payments, this may adversely affect the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Company may experience a decline in value in one or more Solar Power Assets***

The value of Solar Power Assets is closely linked to, for example: wholesale electricity prices, terms of any relevant PPA, jurisdiction-specific laws and regulations, location, asset supply and demand factors and environmental risks. Changes to any of these elements may impact the value of the Solar Power Assets.

In addition, the Solar Power Assets intended to be acquired by the Company have limited useful lives, which are expected to be at least 30 years, and uncertain values after the expiry of the relevant PPAs. These 'residual values' may be zero. Although the Company enters into long-term PPAs of at least 10 years (on a weighted average portfolio basis where multiple Solar Power Assets are acquired in a single transaction), there is also a risk that PPA extensions or new PPAs will not be at equivalent rates to existing PPAs, or that new PPAs will not be available on favourable terms. Any loss of income may result in a reduction in distributions from the Company and a decline in the value of the Solar Power Assets. A decline in Solar Power Asset values may also impact loan covenants applicable to the Company and it may, as a result, be required to reduce borrowings through the sale of assets, additional capital raisings (including discounted capital raisings) or retaining amounts intended for distribution. Declining Solar Power Asset values would have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

***The Company may incur liabilities on the disposal of Solar Power Assets***

Where a Project SPV disposes of a Solar Power Asset, the Company and/or its Affiliates may be required to make representations and give warranties to the purchaser about the business and financial affairs of the relevant Solar Power Asset typical of those made in connection with the sale of a business. The Company also may be required to compensate the purchaser to the extent that any such representations and warranties are inaccurate or to the extent that certain potential liabilities arise. If the Company was required to pay out on such a claim, this would have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***Investments in Solar Power Assets are illiquid and the Company may have a limited ability to exit***

The Company indirectly holds interests in Solar Power Assets through Project SPVs that are generally illiquid. The Investment Manager considers that the Company is a medium to long-term investor in Solar Power Assets and as such may hold Solar Power Assets until the end of their useful lives which is expected to be at least 30 years. If it were necessary or desirable for the Company to sell one or more of its interests in the Solar Power Assets, it may not be able to do so in a short period of time or it may have to sell the Solar Power Asset at a price that is less than its current valuation. Any protracted sale process, inability to sell a Solar Power Asset or sale at a price that is less than the Company's valuation may have an adverse effect on the value of the Portfolio, the

Company's financial condition, results of operations and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

## **RISKS RELATING TO THE INVESTMENT MANAGER**

### ***The success of the Company is dependent on the Investment Manager and its expertise, key personnel and ability to source and advise appropriately on investments***

In accordance with the Investment Management Agreement, the Investment Manager is responsible for the management of the Company's investments. The Company has no employees and its Directors are appointed on a non-executive basis. All of its investment and asset management decisions are in the ordinary course made by the Investment Manager and not by the Company. The Investment Manager is not required to and generally does not submit individual investment decisions for approval to the Board. The Company is therefore reliant upon, and its success depends on, the Investment Manager and its personnel, services and resources.

The Investment Manager's investment decisions depend upon the ability of its employees and agents to carry out due diligence, obtain relevant information, and negotiate transaction terms. There can be no assurance that such information will be available or, if available, can be obtained by the Investment Manager and its employees and agents. Further, the Investment Manager may be required to make investment decisions using incomplete information or relying upon information provided by third parties that is impossible or impracticable to verify fully. There can be no assurance that the Investment Manager will have fully or correctly evaluated the nature and magnitude of the various factors that could affect the value of and return on the potential investments. Any failure by the Investment Manager to perform effective due diligence on potential investments may adversely affect the investment returns expected from a particular investment.

Further, the ability of the Company to pursue its investment policy successfully depends on the continued service of key personnel of the Investment Manager with particular expertise in the renewable energy investment industry and, specifically, the solar power sector, and/or the Investment Manager's ability to recruit individuals of similar experience and calibre. Whilst the Investment Manager seeks to ensure that the principal members of its management teams are suitably incentivised, no assurance can be given that the key members of those teams will be retained. Further, there is no assurance that, following the death, disability or departure from the Investment Manager of any key personnel, the Investment Manager would be able to recruit a suitable replacement or avoid any delay in doing so. The loss of key personnel and any inability to recruit an appropriate replacement in a timely fashion could impair the ability of the Investment Manager to discharge its obligations under the Investment Management Agreement to a satisfactory standard, which could have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

### ***There can be no assurance that the Board would be able to find a suitable replacement investment manager if the Investment Manager were to resign or the Investment Management Agreement were to be terminated***

Under the terms of the Investment Management Agreement, the Investment Manager may resign as the Company's investment manager by giving the Company not less than 12 months' written notice, such notice not to expire prior to the fifth anniversary of the date of such agreement and the Company may give notice to the Investment Manager to terminate such agreement in a similar manner. Further, the Investment Management Agreement may be terminated by the Investment Manager or by the Company by written notice in certain circumstances.

The Board would, in such circumstances, have to find a replacement investment manager for the Company. There can be no assurance that a replacement with the necessary skills and experience would be available and could be appointed on terms acceptable to the Company. If the Investment Management Agreement is terminated and a suitable replacement is not secured in a timely manner, this could have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Investment Manager's information and technology systems may be vulnerable to cyber security breaches, identity theft or fraud***

The Investment Manager's information and technology systems may be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunication failures, infiltration by unauthorised persons and security breaches, usage errors by its professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. Although the Investment Manager has implemented various measures to manage risks relating to these types of events, if the Investment Manager's information and technology systems are compromised, become inoperable for extended periods of time or cease to function properly, the Investment Manager may have to make a significant investment to fix or replace them. In addition, the Company or the Investment Manager could be targeted by fraudsters intent on infiltrating or otherwise extorting the Investment Manager, Company or any of their subsidiaries for the fraudster's own financial gain.

The failure or ineffectiveness, for any reason, of information and technology systems (including those to detect and block fraudsters) and/or of disaster recovery plans that the Company and/or the Investment Manager has in place could cause an interruption to the Investment Manager's and/or the Company's operations and result in a failure to maintain the security, confidentiality or privacy of sensitive data, including personal information relating to investors, or could result in the failure to adequately detect or prevent a financial fraud. Such a failure could harm the Investment Manager's and/or the Company's reputation, subject any such entity and their respective affiliates to legal claims and otherwise affect their business and financial performance. Any harm suffered by, or legal action against, the Investment Manager may impair the ability of the Investment Manager to discharge its obligations under the Investment Management Agreement to a satisfactory standard. In any event, this may have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***There can be no assurance that the Investment Manager will continue to be able to source investments that fit within the Investment Policy and can be acquired at prices which the Investment Manager considers to be attractive***

Shareholders' return on their investment in the Shares depends upon the Investment Manager's ability to originate and acquire Solar Power Assets on behalf of the Company in a competitive and complex market. In such circumstances, the Company may be required to make a less favourable investment, make the same investment at a less favourable price or retain cash for longer than expected, which may have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Investment Manager and any of its Associates are involved in other financial, investment or professional activities which may give rise to conflicts of interest with the Company***

The Investment Manager and its Associates are involved in other financial, investment or professional activities which may give rise to conflicts of interest with the Company. In particular, the Investment Manager and any of its Associates manage investment vehicles other than the Company and may provide investment management, risk management, investment advisory or other services in relation to such investment vehicles (and also to segregated clients) which may have investment policies which mean that they are interested in some or all of the same investments as the Company.

Conflicts of interest may arise because the Investment Manager must allocate certain investment opportunities between the Company and other investment vehicles. The Investment Manager has established an Allocation Policy to address any such potential conflicts of interest, which are described in the sub-paragraph entitled "Allocation Policy" in Part IV (Directors, Management and Administration) of this Prospectus.

There can, however, be no assurance that these procedures with respect to such conflicts of interest will remain in place or will be successful in addressing all such conflicts that may arise. If these procedures are not followed for any reason, if the Investment Manager is otherwise unable to effectively manage such potential conflicts of interest, or if the outcome of following such procedures is in the circumstances adverse to the interests of the Company, this could have an adverse effect

on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***Operational risks may disrupt the Investment Manager's business, result in losses or limit the Company's growth***

The Company relies on the financial, accounting and other data processing systems of the Investment Manager. If any of these systems do not operate properly or are disabled, or are subject to fraud or other cyber attacks, the Company could suffer financial loss or reputational damage. A disaster or a disruption to the infrastructure that supports the Company, or a disruption involving electronic communications or other services used by the Investment Manager or third parties with whom the Company conducts business, could have an adverse impact on the ability of the Company to continue to operate its business without interruption. The disaster recovery programmes used by the Investment Manager or third parties with whom the Company conducts business may not be sufficient to mitigate the harm that may result from such disaster or disruption. As such, this may have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***Reputational risks, including such risks arising from litigation against the Investment Manager or the Company, may disrupt the Company's investment strategy and growth***

The Company may be exposed to reputational risks, including from time to time the risk that litigation, misconduct, operational failures, negative publicity or press speculation (whether or not valid) may harm the reputation of the Investment Manager or the Company. If the Investment Manager or the Company is named as a party to litigation or becomes involved in regulatory inquiries, this could cause reputational damage to the Investment Manager and the Company and result in potential counterparties, target companies and other third parties being unwilling to deal with the Investment Manager and/or the Company. Damage to the reputation of the Investment Manager and/or the Company may disrupt the Company's investment strategy, businesses or potential growth, which could have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Investment Manager could be the subject of an acquisition by a third party or a change of control, which could result in a change in the way that the Investment Manager carries on its business and activities***

The Investment Manager is a corporate authorised representative of E&P Funds Management Pty Limited. Whilst the Investment Management Agreement contains certain change of control provisions, the Company may not always be able to prevent stakeholders in E&P Funds Management Pty Limited or its parent undertaking from transferring control of part or the whole of the its business to a third party. A new owner or new significant shareholder could have a different investment and management philosophy to the current investment and management philosophy of E&P Funds Management Pty Limited, which could influence the investment strategies and performance of the Investment Manager. A change of control of E&P Funds Management Pty Limited could also lead the Investment Manager to employ investment and other professionals who are less experienced or who may be unsuccessful in identifying investment opportunities.

If any of the foregoing were to occur, it could impair the ability of the Investment Manager to discharge its obligations under the Investment Management Agreement to a satisfactory standard, which could have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the market value of the Shares.

**RISKS RELATING TO TAX**

***The Company may not be able to source funding from suitable Tax Equity Partners***

The Company's ability to source funding from Tax Equity Partners depends on a number of factors, including: regulations applicable to the ITC and taxation in general; the tax appetite of individual investors; the proposed structure; the particular features of the Solar Power Assets; and the ability

of the Company to agree acceptable terms with any particular Tax Equity Partner. If a Solar Power Asset has already been acquired and the Company is subsequently unable to source funding from Tax Equity Partners, financial outcomes from the acquisition may be impacted. The Investment Manager attempts to mitigate this risk by developing relationships with a number of experienced Tax Equity Partners with the intent that such Tax Equity Partners commit tax equity funding at the same time the Company commits to acquiring a Solar Power Asset. Tax equity arrangements are in place across the Company's current Portfolio, other than for 2 Solar Power Assets in the Heelstone portfolio, where the remaining tax equity funding amount of \$5.5 million is expected in the first half of 2021. If the Company cannot source funding from Tax Equity Partners in the longer-term then it may impact the profitability of individual Solar Power Assets and the ability of the Company to continue to acquire assets. This would have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

***The Company may be exposed to risks from its contractual relationships in relation to tax equity financing with any Tax Equity Partner***

The Company has binding agreements with the Tax Equity Partner in relation to its tax equity financing. The terms of such agreements include customary risk allocations between the Tax Equity Partner and the Company regarding tax credit eligibility for the Solar Power Assets. If a trigger event gives rise to a disallowance or recapture of tax credits in whole or in part, the Company may be required to indemnify the Tax Equity Partner for its loss in benefits resulting from such disallowance or recapture. As such, this will have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***The Company may be adversely affected by changes to the ITC or US tax legislation***

The Company may be negatively impacted by changes in income tax, the ITC, indirect tax or duty legislation or policy. These changes often cannot be foreseen and could result in impacts to cash flows and cause the distribution policy of the Company to change. There is no guarantee that existing or future laws, regulations, licences, government subsidies and economic incentives (including US tax benefits) from which renewable energy generation operations benefit, will remain. In order to mitigate this risk, however, the Company has systems in place that allow it to respond to any such changes prudently.

The Company may also be negatively impacted if the impact of the announced stepped reduction in ITC rates for projects that begin construction from 2020 onwards is greater than expected and reduces the number of Solar Power Assets available for acquisition, or reduces returns in general.

An unexpected repeal or modification to the ITC during construction of a project could lead to a change in the terms of the Tax Equity Partner's investment or the termination by the Tax Equity Partner of any relevant agreement which would adversely affect the financial outcomes of the existing Solar Power Assets as well as the ability of the Company to acquire new Solar Power Assets in the future.

In addition, changes in tax legislation may have retrospective effect, though it is not expected that the changes in ITC rates set out above will operate retrospectively.

Although a reduction in the applicable income tax rate is expected to have a positive impact on the Company's post-tax return, a reduction in the applicable income tax rate or availability or timing of depreciation benefits is likely to reduce the value of a Tax Equity Partner's projected after-tax benefits in respect of a particular Solar Power Asset. As a result, the Company may have to increase allocations of income and/or cash in order to preserve the Tax Equity Partner's after-tax benefits. If these adjustments are insufficient, capital contributions may be adjusted which could result in the Company being required to make additional contributions or receive lower net cash flow distributions. This may adversely impact the Company's pre-tax return on investment and have an adverse effect on the Company's financial condition, results of operations and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

## **RISKS RELATING TO REGULATION, TAXATION AND THE COMPANY'S OPERATING ENVIRONMENT**

### ***The Company may be subject to certain pandemic-related risks, such as the coronavirus (COVID-19)***

The operation, maintenance and performance of Solar Power Assets in which the Company has invested or may invest in or acquire in the future may be affected by the impact on the global economy and businesses that COVID-19 (or another pandemic or epidemic) is currently having or may have in the future. It is possible, for example, that the production and supply of equipment necessary in the construction or maintenance of Solar Power Assets could be delayed or could only be available at an increased cost, as competition and lack of availability drives prices up. In addition, the O&M Contractors, EPC Contractors or any other contractor, developer or service provider used by the Company or a Project SPV in connection with the operation and maintenance of a Solar Power Asset could be materially adversely affected as a result of a prolonged and significant continued outbreak of COVID-19, such as through restrictions on availability of the workforce of that entity or any sub-contractor employed by that entity. Furthermore, the business of Offtakers (on whom the Company relies to make the contractual payments in a timely manner) could suffer a downturn throughout a prolonged and significant outbreak of COVID-19, which may result in the Offtaker being unable to satisfy its payment obligations in a timely manner or at all, or affect the Company's ability to secure new Offtakers for Solar Power Assets undergoing expansion.

Global capital markets are seeing significant downturns and extreme volatility as COVID-19 continues to have sustained impact on business across the world. Such volatility and downturn could have an impact on the liquidity of the Shares.

Investors should be aware that if any of the global impacts of COVID-19 continue for a sustained period of time, and should any of the risks identified above materialise, it could have a material adverse effect on the value of the Portfolio, financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

### ***Changes in laws or regulations governing the Company's operations or the Investment Manager's operations may adversely affect the business and performance of the Company***

The Company, as a closed-ended investment company incorporated in England and Wales, whose securities are traded on the Main Market and listed on the premium listing category of the Official List, is subject to laws and regulations in such capacity, including the Listing Rules, the Prospectus Regulation Rules and the UK Prospectus Regulation, the Disclosure Guidance and Transparency Rules, UK MAR, the EU AIFM Directive (in respect of investors located in an EEA Member State) and the UK AIFMD Laws (in respect of investors located in the UK), the EU PRIIPs Regulation (in respect of investors located in an EEA Member State), the UK PRIIPs Laws (in respect of investors located in the UK), the AIC Code and the Act. The Company is subject also to the continuing obligations imposed on all investment companies whose shares are admitted to trading on the Main Market and to listing on the premium listing category of the Official List. These rules, regulations and laws govern the way that, amongst other things, the Company can be operated (i.e. its governance), how its Shares can be marketed and how it must deal with its Shareholders, together with requiring the Company to make certain reports, filings and notifications (and governing their respective content).

The laws and regulations affecting the Company are evolving, and may be subject to further change following the United Kingdom's withdrawal from the European Union. Any changes in such laws and regulations may have an adverse effect on the ability of the Company to carry on its business, for example, increasing the costs of the Company complying with such new or modified laws and regulations or in the case of adverse changes in law in royalty collection, by reducing the revenue received by the Company. Any such changes may have an adverse effect on the ability of the Company to pursue its Investment Objective and Policy, and may adversely affect the Company's business, financial condition, prospects, results of operations, in extreme scenarios, may adversely affect the Net Asset Values and/or the market price of the Shares and, consequently, the target dividend yield or target total NAV return to Shareholders may be affected.

In addition, the Company is subject to a range of policies, laws and regulations across multiple jurisdictions in which it expects to operate. These laws and regulations include those relating to electricity generation, financial services, managed investment schemes, employment, renewable investments and taxation. Changes to laws and regulations in these areas may adversely affect the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

There is no guarantee that existing or future laws, regulations, licences, government subsidies and economic incentives (including US tax benefits) from which renewable energy generation operations currently benefit, will remain. In multiple jurisdictions, the current renewable energy sector, including the solar energy sector, is supported by certain initiatives including tax incentives and renewable energy targets. US states have substantial control over energy policy and the setting of renewable energy standards. A change in government policies, at national, federal or state level, or a reduction, elimination or expiration of those initiatives and incentives may have a negative impact on the financial position and performance of the Company, and its ability to source and acquire additional assets for inclusion in the Portfolio. A change in national, federal or state energy regulatory laws could impact the pricing or term of future PPAs or acquisition terms of Solar Power Assets. As such, overall, this could have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

***Recent or future political developments may adversely affect the Company's business, financial condition, results of operations, Net Asset Value and/or the market price of the Shares***

The Company is various macro political and economic risks incidental to investing in Solar Power Assets. Political, economic, military and other events around the world may impact the economic conditions in which the Company operates, by, for example, causing exchange rate fluctuations (particularly where the Company generates revenue in a currency other than Sterling), interest rate changes, heightened competition, tax disadvantages, inflation, reduced economic growth or recession, each of which may affect the availability of opportunities to invest in Solar Power Assets (either at all or at attractive prices) or may affect cross-border payments due to the Company in respect of its Portfolio. Such events are not in the control of the Company and may impact the Company's performance.

In particular, the United Kingdom voted in favour of withdrawing from the European Union in a referendum on 23 June 2016 and, on 29 March 2017, the UK Government exercised its right under Article 50 of the Treaty on the European Union to notify the European Union of the United Kingdom's intention to withdraw from the European Union. Although the United Kingdom and the European Union agreed a trading arrangement which took effect from 1 January 2021, there remains uncertainty with respect to the United Kingdom's trading relationship with the European Union and the political, economic, legal and social impact of such relationship going forward.

During this period of uncertainty, there may be significant volatility and disruption in: (i) the global financial markets generally, which result in a reduction of the availability of capital and debt; and (ii) the currency markets as the value of Sterling (being the currency in which the Company pays its UK service providers) fluctuates against other currencies (see the risk factor above entitled "*The Company may be exposed to currency and foreign exchange risks*"). Such events may, in turn, contribute to worsening economic conditions, not only in the UK and Europe, but also in the rest of the world.

The nature of the United Kingdom's future relationship with the European Union may also impact and potentially require changes to the Company's regulatory position. With effect from 1 January 2021, historic EU legislation has largely been implemented into UK law, but it remains unclear as to how UK law will develop over time, including whether the UK will be required to adopt new EU legislation in the future for the purposes of proving equivalence and how UK law will diverge, if at all, from historic EU legislation. Accordingly, the impact on the Group of the United Kingdom's future relationship with the European Union and any resulting changes to the UK's legislative and regulatory framework is unclear.



Investors should be aware that if any of these risks materialise, they could have an adverse effect on the value of the Company's Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the returns to Shareholders and the market value of the Shares.

***Changes in taxation legislation or practice may adversely affect the Company and the tax treatment for Shareholders investing in the Company***

Any change in the Company's tax status, or in taxation legislation or practice in the United Kingdom or other jurisdictions to which the Company has exposure, could, depending on the nature of such change, materially adversely affect the value of investments in the Company's Portfolio and the Company's ability to achieve its investment objective, or alter the post-tax returns to Shareholders. Statements in this Prospectus concerning the UK taxation of the Company and of Shareholders are based upon current UK tax law and published practice, any aspect of which is in principle subject to change that could adversely affect the ability of the Company to pursue successfully its investment policy and/or which as a consequence may have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the market value of the Shares.

It is the intention of the Directors to continue to conduct the affairs of the Company so as to satisfy the conditions for approval of the Company by HMRC as an investment trust under section 1158 of the UK Corporation Tax Act 2010 (as amended) and pursuant to regulations made under section 1159 of the UK Corporation Tax Act 2010 (as amended). However, neither the Investment Manager nor the Directors can provide assurance that this approval will be maintained. Following its approval as an investment trust at the time of its IPO, the Company will continue to have investment trust status in each of its accounting period, unless the Company breaches the investment trust conditions so as to be treated as no longer approved by HMRC as an investment trust, pursuant to the regulations. Breach of such conditions could, as a result, lead to the Company being subject to UK tax on its capital gains. Any changes may have an adverse effect on the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on the market value of the Shares.

Existing and potential investors should consult their tax advisers with respect to their particular tax situations and the tax effects of an investment in the Company.

***Shareholders may be subject to withholding and forced transfers under FATCA and there may also be reporting of Shareholders under other exchange of information agreements***

The FATCA provisions are US provisions contained in the US Hiring Incentives to Restore Employment Act of 2010, FATCA is aimed at reducing tax evasion by US citizens. FATCA imposes a withholding tax of 30% on: (i) certain US source interest, dividends and certain other types of income; and (ii) the gross proceeds from the sale or disposition of assets which produce US source interest or dividends and, potentially on "foreign passthru payments" (a term which is not yet defined), which are received by a foreign financial institution ("FFI"), unless the FFI complies with certain reporting and other related obligations under FATCA. The UK has concluded an intergovernmental agreement ("IGA") with the US, and has enacted implementing legislation into UK law.

Under the IGA, an FFI that is resident in the UK (a "**Reporting FI**") is not subject to withholding under FATCA provided that it complies with the terms of the IGA, including requirements to register with the IRS and requirements to identify, and report certain information on, accounts held by certain US persons owning, directly or indirectly, an equity or debt interest in the Company (other than equity and debt interests that are regularly traded on an established securities market, as described below) and report on accounts held by certain other persons or entities to HMRC, which will exchange such information with the IRS.

The Company considers that it ought to be treated as a Reporting FI pursuant to the IGA and that it will comply with the requirements under the IGA and relevant UK legislation. The Company also expects that its Shares ought to, in accordance with the current HMRC practice, comply with the conditions set out in the IGA to be "regularly traded on an established securities market" meaning that the Company should not have to report specific information on its Shareholders and their investments to HMRC.

However, there can be no assurance that the Company will continue to be treated as a Reporting FI, that its Shares will continue to be considered to be "regularly traded on an established securities market" or that it will not in the future be subject to withholding tax under FATCA or the IGA. If the Company becomes subject to a withholding tax as a result of FATCA or the IGA, this may have an adverse effect the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

***The Company is likely to be regarded as a "covered fund" under the Volcker Rule. Any prospective investor that is or may be considered a "banking entity" under the Volcker Rule should consult its legal advisers regarding the potential impact of the Volcker Rule on its investments and other activities prior to making any investment decision with respect to the Shares or entering into other relationships or transactions with the Company***

Section 13 of the US Bank Holding Company Act of 1956, as amended, and Regulation VV (12 C.F.R. Section 248) promulgated thereunder by the Board of Governors of the Federal Reserve System (such statutory provision together with such implementing regulations, the "**Volcker Rule**"), generally prohibits "banking entities" (which term is broadly defined to include any US bank or savings association whose deposits are insured by the Federal Deposit Insurance Corporation, any company that controls any such bank or savings association, any non-US bank treated as a bank holding company for purposes of Section 8 of the US International Banking Act of 1978, as amended, and any Affiliate or subsidiary of any of the foregoing entities) from: (i) engaging in proprietary trading as defined in the Volcker Rule; (ii) acquiring or retaining an "ownership interest" in, or "sponsoring", a "covered fund"; and (iii) entering into certain other relationships or transactions with a "covered fund".

As the Company is likely to be regarded as a "covered fund" under the Volcker Rule, any prospective investor that is or may be considered a "banking entity" under the Volcker Rule should consult its legal advisers regarding the potential impact of the Volcker Rule on its investments and other activities, prior to making any investment decision with respect to the Shares or entering into other relationships or transactions with the Company. If the Volcker Rule applies to an investor's ownership of Shares, the investor may be forced to sell its Shares or the continued ownership of Shares may be subject to certain restrictions. Violations of the Volcker Rule may also subject an investor to potential penalties imposed by the applicable bank regulatory authority or other enforcement action.

***The Company is not, and does not intend to become and may be unable to become registered as an investment company under the Investment Company Act and related rules***

The Company has not been, does not intend to become and may be unable to become registered with the SEC as an "investment company" under the Investment Company Act and related rules. The Investment Company Act provides certain protections to investors and imposes certain restrictions on companies that are registered as investment companies none of which are applicable to the Company or its investors. However, if the Company were to become subject to the Investment Company Act because of a change of law or otherwise, the various restrictions imposed by the Investment Company Act, and the substantial costs and burdens of compliance therewith, could adversely affect the operating results and financial performance of the Company. Moreover, parties to a contract with an entity that has improperly failed to register as an investment company under the Investment Company Act may be entitled to cancel or otherwise void their contracts with the unregistered entity and shareholders in that entity may be entitled to withdraw their investment.

***Failure, or risk of failure, by the Company to maintain its status as a foreign private issuer could result in the Company's ability to raise additional capital being restricted, greater limitations on the transfer of the Shares and the Company being required to register under the Exchange Act or compel the Company to take certain steps it might not otherwise have taken to maintain its status as a foreign private issuer***

The Company believes it is a "foreign private issuer", as such term is defined in Rule 405 under the Securities Act. The Company could lose its foreign private issuer status in the future if a majority of its Shareholders are US residents and if any of the following is true: (i) a majority of its Directors are US citizens or residents; (ii) a majority of its assets are located in the United States; or (iii) its business is principally administered in the United States.

If the Company ceases to be a foreign private issuer, its ability to raise additional capital could be significantly constrained as a result of conditions that would be imposed by US securities laws on the issue and sale of further Shares, including restrictions on transfers of such Shares. Moreover, under certain circumstances, the Company might be required to register under the Exchange Act, which would result in onerous and costly disclosure and reporting requirements with which the Company is not structured to comply and it may not be able to restructure itself to be in a position to comply without incurring substantial expenses and disruption. The Company intends to conduct its business so far as possible to maintain its status as a foreign private issuer. It is possible that this may require the Company to take steps that it otherwise would not have chosen to take, such as imposing limitations on the amount of Shares held by US residents (including, potentially, by compelling US resident Shareholders, to the extent such exist, to transfer some or all of their Shares). Each such step could materially affect the ability of some investors to hold Shares, the trading price of the Shares and/or liquidity of the Shares and, potentially, the investment performance of the Company.

***The Company may be treated as a passive foreign investment company***

The Company may be treated as a “passive foreign investment company” (often referred to as a “PFIC”) for US federal income tax purposes, which could have adverse consequences on any US investors. If the Company is classified as a PFIC for any taxable year, holders of Shares that are US taxpayers may be subject to adverse US federal income tax consequences. Further, prospective investors should assume that a “qualified electing fund” election, which, if made, could serve as an alternative to the general PFIC rules and could reduce any adverse consequences to US taxpayers if the Company were to be classified as a PFIC, will not be available because the Company does not expect to provide the information needed to make such an election. A “mark-to-market” election may be available, however, if the Company's ordinary shares are regularly traded. Prospective purchasers of Shares that are US taxpayers are urged to consult with their own tax advisers concerning the US federal income tax considerations associated with acquiring, owning and disposing of Shares in light of their particular circumstances.

***The ability of certain persons to hold Shares and make secondary transfers in the future may be restricted as a result of ERISA and other regulatory considerations***

Each initial purchaser and subsequent transferee of Shares is and will be required to represent and warrant or will be deemed to represent and warrant that it is not a “benefit plan investor” (as defined in Section 3(42) of ERISA), and that it is not, and is not using assets of, a plan or other arrangement subject to provisions under applicable federal, state, local, non-US or other laws or regulations that are substantially similar to Section 406 of ERISA or Section 4975 of the US Tax Code unless its purchase, holding and disposition of Shares does not constitute or result in a non-exempt violation of any such substantially similar law. In addition, under the Articles, the Board has the power to refuse to register a transfer of Shares or to require the sale or transfer of Shares in certain circumstances, including any purported acquisition or holding of Shares by a benefit plan investor.

**RISKS RELATING TO AN INVESTMENT IN THE SHARES**

***The Shares may trade at a discount to the relevant Net Asset Value and the price that can be realised for Shares can be subject to market fluctuations***

It is unlikely that the price at which the Shares trade will be the same as their Net Asset Value per Share (although they are related). The shares of investment trusts may trade at a discount to their Net Asset Value. This could be due to a variety of factors, including due to market conditions or an imbalance between supply and demand for the Shares. While the Directors may seek to mitigate the discount to NAV through such discount management mechanisms as they consider appropriate, there can be no assurance that they will do so or that such efforts will be successful. As a result of this, investors who dispose of their interests in the Shares in the secondary market may realise returns that are lower than they would have if an amount equivalent to the Net Asset Value per Share was distributed. In addition, where the Shares trade at a discount to their Net Asset Value, it will restrict the Company from carrying out further equity raises (on the basis that, pursuant to the Listing Rules, the Company cannot issue new Shares at a discount to their Net Asset Value per Share without Shareholder consent). Any limitations or delays in the Company's ability to undertake equity raises could result in the Company being unable to fund acquisition opportunities and grow the Portfolio.

The market price of the Shares may fluctuate significantly and Shareholders may not be able to sell Shares at or above the price at which they purchased those Shares. Factors that may cause the price of the Shares to vary include those detailed in this "Risk Factors" section of this Prospectus, such as: changes in the Company's financial performance and prospects, or in the financial performance and market prospects of the Company's assets or those which are engaged in businesses that are similar to the Company's business; the termination of the Investment Management Agreement or the departure of some or all of the Investment Manager's key investment professionals; changes in or new interpretations or applications of laws and regulations that are applicable to the Company's business or to the companies in which the Company makes investments; sales of Shares by Shareholders; general economic trends and other external factors, including those resulting from war, incidents of terrorism or responses to such events; epidemics or pandemics, poor performance in any of the Investment Manager's activities or any event that affects the Company's or the Investment Manager's reputation; speculation in the press or investment community regarding the Company's business or assets, or factors or events that may directly or indirectly affect the Company's business or assets; and foreign exchange risk as a result of making and selling equity investments denominated in currencies other than US Dollars.

***Investors may not recover the full amount of their investment in the Shares***

The Company's ability to achieve its investment objective and pursue its investment policy successfully may be adversely affected by the manifestation of any of the risks described elsewhere in this Prospectus or other market conditions (or significant changes thereto), which could adversely affect the market price of the Shares and the ability for investors to recover the full amount of their investment in the Shares.

As with any investment, the market price of the Shares may fall in value. Securities markets in general have experienced recent volatility that has often been unrelated to the operating performance or fundamentals of individual companies. Market fluctuations may adversely affect the trading price of the Shares. As with any investment, the market price of the Shares may fall in value with the maximum loss on such investments being equal to the value of the initial investment and, where relevant, any gains on subsequent investments made.

The market price of the Shares has fluctuated over the 12 months preceding the date of this Prospectus and, although the Board does not consider that the market price of the Shares is strictly correlated to equity markets, as a listed company the Company's Shares are traded on a global capital market and, therefore, may fluctuate significantly in the future in the event of global volatility or decline in equity capital markets. Shareholders may not be able to resell their Shares at or above the price at which they purchased them. Securities markets in general have experienced isolated periods of volatility that has often been unrelated to the operating performance of particular companies. Any broad market fluctuations may materially adversely affect the trading price of the Shares. Furthermore, investors should be aware that a liquid secondary market in the Shares cannot be assured.

***It may be difficult for Shareholders to realise their investment as there may not be a liquid market in the Ordinary Shares or any class of C Shares, and Shareholders have no right to have their Shares redeemed or repurchased by the Company***

Initial Admission or any Subsequent Admission should not be taken as implying that there is or will be an active and liquid market for the Ordinary Shares or any class of C Shares. The market price of the Shares may be subject to significant fluctuation on small volumes of trading. Limited numbers of Shares and/or Shareholders may result in limited liquidity in such Shares, which may affect: (i) an investor's ability to realise some or all of its investment; and/or (ii) the price at which such Shares trade in the secondary market. The price at which the Shares trade and will trade is influenced by a variety of factors, some specific to the Company and its investments and some which may affect companies generally.

Further, the Company is a closed-ended investment company and Shareholders have no right to have their Shares redeemed or repurchased by the Company at any time. Subject to the Act, the Directors retain the right to effect repurchases of Ordinary Shares in the manner described in this Prospectus. However, they are under no obligation to use such powers at any time and Shareholders should not place any reliance on the willingness of the Directors to exercise such powers.

Shareholders wishing to realise their investment in the Company may therefore be required to dispose of their Shares in the market. There can be no assurance that a liquid market in the Shares will continue to exist or that the Shares will trade at prices close to their underlying Net Asset Value. Accordingly, Shareholders may be unable to realise their investment at such Net Asset Value, or at all.

The Company is required by the Listing Rules to ensure that 25% of the Shares are publicly held (as defined by the Listing Rules) at all times. If, for any reason, the number of Shares in public hands were to fall below 25%, the FCA might suspend or cancel the listing of the Shares. Any such suspension or cancellation of the listing of the Shares could also adversely affect the Company's ability to retain its investment trust status. This may have an adverse effect the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

***C Shares may suffer greater volatility in discounts and may be more illiquid than Ordinary Shares***

As noted in the previous risk factor, the shares of investment trusts and other listed closed-ended funds may trade at a discount to the underlying Net Asset Value per Share. The Directors will consider using and in some cases, have committed to use, Ordinary Share buy backs to assist in limiting discount volatility and potentially providing an additional source of liquidity, if and when the Ordinary Shares trade at a level which makes their repurchase attractive. However, the Directors will not conduct buy backs of any Shares from any class of C Shares prior to Conversion. Accordingly the Company will not assist any class of C Shares in limiting discount volatility or provide an additional source of liquidity through repurchases of any C Shares. As such, until the relevant C Shares are converted into Ordinary Shares, they may suffer greater volatility in discounts and may be more illiquid than Ordinary Shares. As such, this may adversely affect the value of the Portfolio, the Company's financial condition, results of operations and prospects, with a consequential adverse effect on returns to Shareholders and the market value of the Shares.

***The Company may in the future issue new Shares, which may dilute Shareholders' equity or have a detrimental effect on the market price of the Shares***

The Company may decide to issue further Shares in the future. Any such issue may dilute the percentage of the Company held by the Company's existing Shareholders. Additionally, such issues could have an adverse effect on the market price of the Shares. Although the Articles do not contain pre-emption rights, pre-emption rights at law apply. By a special resolution passed on 21 February 2019, the Directors were authorised, in substitution for all existing authorities, to allot Ordinary Shares, or C Shares convertible into Ordinary Shares, up to an aggregate nominal amount equal to the difference between the nominal amount of the Shares issued under the IPO and US\$20 million on a non-pre-emptive basis, such authority to expire at the end of the period of five years from the date of the passing of that resolution. As at the date of this Prospectus, the Company has issued 200.2 million Ordinary Shares pursuant to this authority, resulting in the Board having the authority to issue, approximately, a further 1.8 billion Shares. If 400 million Shares were to be issued pursuant to Subsequent Placings (being the maximum number of Shares that the Directors are authorised to issue under the Placing Programme less the number of Issue Shares to be issued under the Initial Issue (assuming that to be 100 million Ordinary Shares)), a Shareholder holding 1% of all Shares in issue immediately following Initial Admission who did not participate in any of the Subsequent Placings would hold 0.43% of all Shares in issue immediately following the Final Closing Date. The above calculation assumes that if any classes of C Shares are issued on Subsequent Placings, each of the relevant Conversion Ratios will be 1:1. It should be noted that, however, on Conversion of any class of C Shares, any dilution resulting from the issue of C Shares may increase or decrease depending on the actual Conversion Ratio used for such Conversion.

***The Shares are subject to transfer restrictions and forced transfer provisions for investors in the United States and certain other jurisdictions***

The Shares have not been and will not be registered in the United States under the Securities Act or under any other applicable securities laws in the United States and are subject to the restrictions on sales and transfers contained in such laws.

In order to avoid being required to register under the Investment Company Act, the Company has imposed significant restrictions on sales and transfers of the Shares. In particular, if in the future the initial purchaser, as well as any subsequent holder, decides to offer, sell, transfer, assign or otherwise dispose of the Shares, they may do so only: (i) outside the United States in an "offshore transaction" complying with the provisions of Regulation S under the Securities Act to a person not known by the transferor to be a US Person, by prearrangement or otherwise; or (ii) to the Company or a subsidiary thereof. See the section entitled "Overseas Persons and Restricted Territories" in Part V (The Initial Issue and the Placing Programme) of this Prospectus. These restrictions may make it more difficult for a Shareholder to resell the Shares and may have an adverse effect on the liquidity and market value of the Shares.

The Shares are also subject to forced transfer provisions under the Articles. The Company may require any Shareholder whom the Directors believe to be a Non-Qualified Holder (as defined in the Articles), to provide the Company within 30 calendar days with sufficient satisfactory documentary evidence to satisfy the Company that they are not a Non-Qualified Holder. The Company may require any such person to sell or transfer their Shares to a person who is not a Non-Qualified Holder within 30 calendar days and within such 30 calendar days to provide the Directors with satisfactory evidence of such sale or transfer. Pending such transfer, the Directors may suspend the exercise of any voting or consent rights and rights to receive notice of, or attend, a meeting of the Company and any rights to receive dividends or other distributions with respect to such Shares. If any such person upon whom the Directors serve a notice does not within 30 calendar days after such notice either: (i) transfer their Shares to a person who is not a Non-Qualified Holder; or (ii) establish to the satisfaction of the Directors (whose judgment shall be final and binding) that they are not a Non-Qualified Holder, the Directors may arrange for the sale of the Shares on behalf of the registered holder at the best price reasonably obtainable at the relevant time. See the section entitled "Memorandum and Articles of Association" in Part VIII (Additional Information on the Company) of this Prospectus.

## IMPORTANT NOTICES

**Prospective investors should rely only on the information contained in this Prospectus. No person has been authorised to give any information or to make any representation other than those contained in this Prospectus (or any supplementary prospectus published by the Company prior to the date of Initial Admission) in connection with the Initial Issue and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Company, the Investment Manager, the Joint Bookrunners or any of their respective Affiliates, officers, directors, employees or agents. Without prejudice to any obligation of the Company to publish a supplementary prospectus pursuant to Article 23 of the UK Prospectus Regulation (as amended), neither the delivery of this Prospectus nor any subscription or sale made under this Prospectus shall, under any circumstances, create any implication that there has been no change in the business or affairs of the Company since the date of this Prospectus or that the information contained in this Prospectus is correct as at any time subsequent to its date.**

The contents of this Prospectus or any subsequent communications from the Company, the Investment Manager, the Joint Bookrunners or any of their respective Affiliates, officers, directors, employees or agents are not to be construed as legal, business or tax advice. The tax legislation of a Shareholder's home jurisdiction and of the United Kingdom, as the country of incorporation of the Company, may have an impact on the income received by the Shareholder from the Shares. Each prospective investor should consult their own solicitor, financial adviser or tax adviser for legal, financial or tax advice in relation to the purchase of Shares.

Apart from the liabilities and responsibilities (if any) which may be imposed on the Joint Bookrunners by FSMA or the regulatory regime established thereunder, the Joint Bookrunners, their respective Affiliates, officers, directors, employees or agents make no representations, express or implied, nor accept any responsibility whatsoever for the contents of this Prospectus (or any supplementary prospectus published by the Company prior to Initial Admission or the date of any Subsequent Admission) nor for any other statement made or purported to be made by it or on its behalf in connection with the Company, the Investment Manager, the Shares, the Initial Issue, the Subsequent Placings or any Admission. The Joint Bookrunners and their respective Affiliates, officers, directors, employees or agents accordingly disclaim all and any liability (save for any statutory liability) whether arising in tort or contract or otherwise which it or they might otherwise have in respect of this Prospectus or any such statement.

In connection with the Initial Issue and the Subsequent Placings, the Joint Bookrunners and their respective Affiliates, officers, directors, employees or agents acting as an investor for its or their own account(s), may acquire Shares and, in that capacity, may retain, purchase, sell, offer to sell or otherwise deal for its or their own account(s) in such securities of the Company, any other securities of the Company or other related investments in connection with the Initial Issue, the Subsequent Placings or otherwise. Accordingly, references in this Prospectus to the Shares being issued, offered, acquired, subscribed for or otherwise dealt with, should be read as including any issue or offer to, acquisition of, or subscription or dealing by, the Joint Bookrunners and any of their respective Affiliates, officers, directors, employees or agents acting as an investor for its or their own account(s). None of the Joint Bookrunners nor any of their respective Affiliates, officers, directors, employees or agents intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so.

Each of the Joint Bookrunners and/or its Affiliates may have engaged in transactions with, and provided various investment banking, financial advisory and other services for, the Company, the Investment Manager and other funds or investments managed by the Investment Manager or its Affiliates for which they would have received customary fees. Each of the Joint Bookrunners and/or its Affiliates may provide such services to the Company, the Investment Manager and/or any of their respective affiliates in the future.

The Shares are only suitable for investors: (i) who understand the potential risk of capital loss and that there may be limited liquidity in the underlying investments of the Company; (ii) for whom an investment in the Shares is part of a diversified investment portfolio; and (iii) who fully understand and are willing to assume the risks involved in such an investment portfolio. Typical investors in the Company are expected to be institutional and sophisticated investors, professional investors, high

net worth investors and individual investors who understand the risks involved in investing in the Company and/or who have received advice from their fund manager, broker, solicitor, accountant or their appropriately authorised independent financial adviser regarding any investment in the Company.

The Shares are designed to be held over the long-term and may not be suitable as short-term investments. There is no assurance that any appreciation in the value of the Company's investments will continue to occur and investors may not get back the full amount initially invested, or any amount at all. Any investment objective of, and dividends proposed by, the Company are targets only and should not be treated as an assurance or guarantee of performance. There can be no assurance that the Company's investment objective will be achieved, or that the proposed dividends will continue to be paid.

A prospective investor should be aware that the value of an investment in the Company is subject to market fluctuations and other risks inherent in investing in securities. There is no assurance that any appreciation in the value of the Shares will occur or that the investment objective of, or the dividends proposed by, the Company will continue to be achieved. The value of investments and the income derived therefrom may fall as well as rise and investors may not recoup the original amount invested in the Company.

Prospective investors should rely only on the information contained in this Prospectus and any supplementary prospectus published by the Company prior to Initial Admission or any Subsequent Admission of the relevant Shares. No broker, dealer or other person has been authorised by the Company, the Board or any Director, the Investment Manager or the Joint Bookrunners to issue any advertisement or to give any information or to make any representation in connection with the Initial Issue or the Subsequent Placings other than those contained in this Prospectus and any such supplementary prospectus and, if issued, given or made, any such advertisement, information or representation must not be relied upon as having been authorised by the Company, the Board, any Director, the Investment Manager or the Joint Bookrunners.

The distribution of this Prospectus in certain jurisdictions may be restricted by law and persons into whose possession this Prospectus comes should inform themselves about and observe any such restrictions.

Prospective investors should not treat the contents of the Prospectus as advice relating to legal, tax, investment or any other matters. Prospective investors should inform themselves as to: (i) the legal requirements within their own countries for the purchase, holding, transfer, redemption, conversion or other disposal of Shares; (ii) any foreign exchange restrictions applicable to the purchase, holding, transfer, redemption, conversion or other disposal of Shares which they might encounter; and (iii) the income and other tax consequences which may apply in their own countries as a result of the purchase, holding, transfer, redemption, conversion or other disposal of Shares. Prospective investors must rely upon their own representatives, including their own legal advisers and accountants, as to legal, tax, investment or any other related matters concerning the Company and an investment therein.

Statements made in the Prospectus are based on the law and practice currently in force in England and Wales and are subject to changes therein.

### **Selling restrictions**

**This Prospectus does not constitute, and may not be used for the purposes of, an offer or an invitation to apply for any Shares by any person: (i) in any jurisdiction in which such offer or invitation is not authorised; or (ii) in any jurisdiction in which the person making such offer or invitation is not qualified to do so; or (iii) to any person to whom it is unlawful to make such an offer or invitation.**

**The distribution of this Prospectus and the offering of Shares in certain jurisdictions may be restricted. Accordingly, persons into whose possession this Prospectus comes are required to inform themselves about and observe any restrictions as to the offer or sale of Shares and the distribution of this Prospectus under the laws and regulations of any jurisdiction relevant to them in connection with any proposed applications for Shares, including obtaining any**



**requisite governmental or other consent and observing any other formality prescribed in such jurisdiction.**

**Save for in the United Kingdom and save as explicitly stated elsewhere in this Prospectus, no action has been taken or will be taken in any jurisdiction by the Company that would permit a public offering of Shares in any jurisdiction where action for that purpose is required, nor has any such action been taken with respect to the possession or distribution of this Prospectus in any other jurisdiction where action for that purpose is required.**

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

No Issue Shares have been offered or will be offered pursuant to the Initial Issue or the Placing Programmes to the public in the United Kingdom prior to the publication of a prospectus in relation to the Issue Shares which has been approved by the FCA, except that offers of Issue Shares to the public may be made at any time with the prior consent of the Joint Bookrunners, under the following exemptions under the UK Prospectus Regulation:

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

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

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

#### **Notice to prospective investors with respect to United States federal securities laws**

The Company has not been and will not be registered under the Investment Company Act, and as such investors in the Shares are not and will not be entitled to the benefits of the Investment Company Act. The Shares have not been and will not be registered under the Securities Act, or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered, sold, resold, pledged, delivered or transferred, directly or indirectly, into or within the United States or to, or for the account or benefit of, any US Persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States and in a manner which would not require the Company to register under the Investment Company Act. In connection with the Initial Issue and any relevant Subsequent Placing, subject to certain exceptions the Shares will be offered and sold only outside the United States in "offshore transactions" to non-US Persons pursuant to Regulation S under the Securities Act. There has been and will be no public offering of the Shares in the United States.

Neither the SEC nor any state securities commission has approved or disapproved this Prospectus or the issue of the Shares or passed upon or endorsed the merits of the offering of the Shares or the adequacy or accuracy of this Prospectus. Any representation to the contrary is a criminal offence in the United States.

The Shares are subject to restrictions on transferability and resale and may not be transferred or resold, except as permitted under applicable securities laws and regulations, including the Securities Act, and under the Articles. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdictions and may subject the holder to the forced transfer and other provisions set out in the Articles. For further information on restrictions on offers, sales and transfers of the Shares, please refer to the section entitled "Overseas Persons and Restricted Territories" in Part V (The Initial Issue and the Placing Programme) and the section entitled "Memorandum and Articles of Association" in Part VIII (Additional Information on the Company) of

this Prospectus.

### **Notice to prospective investors in the EEA**

In relation to each EEA Member State, no Issue Shares have been offered or will be offered pursuant to the Initial Issue or the Placing Programmes to the public in that EEA Member State prior to the publication of a prospectus in relation to the Issue 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 Issue Shares to the public may be made at any time with the prior consent of the Joint Bookrunners, under the following exemptions under the EU Prospectus Regulation, if they are implemented 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 the Joint Bookrunners,

provided that no such offer of Issue Shares shall result in a requirement for the publication of a prospectus pursuant to Article 3(l) of the EU Prospectus Regulation in an EEA Member State.

For the purposes of this provision, the expression an "offer to the public" in relation to any offer of Issue 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 Issue Shares to be offered so as to enable an investor to decide to purchase or subscribe for Issue Shares.

The AIFM has made the notifications or applications and received, where relevant, approvals for the marketing of the Company's Issue Shares to "professional investors" (as defined in the EU AIFM Directive) in Norway, Sweden and The Republic of Ireland. Notwithstanding any other statement in this Prospectus, this Prospectus should not be made available to any investor domiciled in any EEA Member State other than Norway, Sweden and The Republic of Ireland. Prospective investors domiciled in the EEA that have received the Prospectus in any EEA Member States other than Norway, Sweden and The Republic of Ireland should not subscribe for Issue Shares (and the Company reserves the right to reject any application so made, without explanation) unless: (i) the Company has confirmed that the Company has made the relevant notification or applications in that EEA Member State and are lawfully able to market Issue 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.

The Issue 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 Issue Shares have been qualified for marketing to retail investors in that EEA Member State in accordance with applicable local laws. At the date of this Prospectus, the Issue Shares are not eligible to be marketed to retail investors in any EEA Member State. Accordingly, the Issue Shares may not be offered, sold or delivered and neither this document nor any other offering materials relating to such Issue Shares may be distributed or made available to retail investors in any EEA Member State.

### **Notice to prospective investors in Australia**

This Prospectus does not constitute, or purport to include the information required of, a disclosure document under Chapter 6D of the Corporations Act or a product disclosure statement under Chapter 7 of the Corporations Act and will not be lodged with ASIC. No offer of Shares is or will be made in Australia pursuant to this document, except to a person who is: (i) either a "sophisticated investor" within the meaning of section 708(8) of the Corporations Act or a "professional investor" within the meaning of section 9 and section 708(11) of the Corporations Act; and (ii) a "wholesale client" for the purposes of section 761G(7) of the Corporations Act (and related regulations) who has complied with all relevant requirements in this respect, or another person who may be issued Shares without requiring a disclosure document. If any Shares are issued, they may not be offered for sale (or

transferred, assigned or otherwise alienated) to investors in Australia for at least 12 months after their issue, except in circumstances where disclosure to investors is not required under Part 6D.2 of the Corporations Act. Prospective investors in Australia should seek advice from their professional advisors if in any doubt about these restrictions.

The Company is not licensed to provide financial product advice in relation to the Shares. Investors should obtain this Prospectus (and, where relevant, any Australian disclosure document) and read them before making a decision to acquire Shares as no cooling-off regime applies in respect of the Shares.

This Prospectus contains general information only; it does not contain any personal advice and does not take into account any prospective investor's objectives, financial situation or needs.

#### **Notice to prospective investors in Switzerland**

The Shares and any related services may not be (and are not hereby) publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("**FinSA**") and no application has or will be made to admit the Shares to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Prospectus nor any other offering or marketing material relating to the Shares constitutes a prospectus pursuant to the FinSA or pursuant to Swiss trading venue rules and it may thus not fulfill the information standards established thereunder. No key information document pursuant to Swiss law has been established for the Shares. Neither this Prospectus nor any other offering or marketing material relating to the Shares may be publicly distributed or otherwise made publicly available in Switzerland.

The Shares and any related services, information and opinions described or referenced in this Prospectus may not be (and are not hereby) offered or marketed to or directed at persons in Switzerland (a) that do not meet the definition of "qualified investor" pursuant to the Swiss Federal Act on Collective Investment Schemes of 23 June 2006 ("**CISA**") ("**Non-Qualified Investors**"), or (b) that are high net worth individuals (including private investment structures established for such high-net worth individuals if they do not have professional treasury operations) that have opted out of customer protection under FinSA and that have elected to be treated as "professional clients" and "qualified investors" under the FinSA and the CISA, respectively ("**Elective Qualified Investors**").

In particular, none of the information provided in this Prospectus should be construed as an offer in Switzerland for the purchase or sale of the Shares or any related services, nor as advertising in Switzerland for the Shares or any related services, to or directed at Non-Qualified Investors or Elective Qualified Investors. Circulating or otherwise providing access to this Prospectus or offering, advertising or selling the Shares or any related services to Non-Qualified Investors or Elective Qualified Investors may trigger, in particular, approval requirements and other regulatory requirements in Switzerland.

#### **Notice to prospective investors in the Bailiwick of Guernsey**

The offer referred to in this Prospectus is available, and is and may be made, in or from within the Bailiwick of Guernsey, and this Prospectus is being provided in or from within the Bailiwick of Guernsey only:

- (a) by persons licensed to do so by the Guernsey Financial Services Commission (the "**GFSC**") under the Protection of Investors (Bailiwick of Guernsey) Law, 1987 (as amended) (the "**POI Law**");
- (b) 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 GFSC, afford adequate protection to investors and (b) meet the criteria specified in section 29(c) of the POI Law;
- (c) to persons licensed under the POI Law, the Banking Supervision (Bailiwick of Guernsey) Law, 1994, the Insurance Business (Bailiwick of Guernsey) Law, 2002, the Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law, 2002 or the Regulation of Fiduciaries, Administration Businesses and Company Directors, etc. (Bailiwick of Guernsey) Law, 2000 by non-Guernsey bodies who (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 GFSC, afford adequate protection to investors and (b) meet the criteria specified in section 29(cc) of the POI Law; or

- (d) as otherwise permitted by the GFSC.

The offer referred to in this Prospectus and this Prospectus are not available in or from within the Bailiwick of Guernsey other than in accordance with the above paragraphs and must not be relied upon by any person unless made or received in accordance with such paragraphs.

#### **Notice to prospective investors in the Bailiwick of Jersey**

The offering of Shares is "valid in the United Kingdom" (within the meaning given to that expression under Article 8(5) of the Control of Borrowing (Jersey) Order 1958 (the "**Jersey COBO**")) and 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. The Company has no "relevant connection with Jersey" for the purposes of Articles 8(7) and 8(8) of the Jersey COBO. Accordingly, the consent of the Jersey Financial Services Commission under Article 8(2) of the Jersey COBO to the circulation of this Prospectus in Jersey is not required and has not been obtained.

#### **Notice to prospective investors in the Isle of Man**

The offer or sale, or invitation for subscription or purchase, of Shares referred to in this Prospectus is available, and may be made, in or from within the Isle of Man and this Prospectus is being provided in or from within the Isle of Man only: (i) by persons licensed to do so under the Isle of Man Financial Services Act 2008; or (ii) to persons: (a) licensed under Isle of Man Financial Services Act 2008; or (b) falling within exclusion 2(r) of the Isle of Man Regulated Activities Order 2011 (as amended); or (c) whose ordinary business activities involve them in acquiring, holding, managing or disposing of shares or debentures (as principal or agent), for the purposes of their business. The offer or sale, or invitation for subscription or purchase, of Shares referred to in this Prospectus and this Prospectus are not available in or from within the Isle of Man other than in accordance with paragraphs (i) and (ii) above and must not be relied upon by any person unless made or received in accordance with such paragraphs.

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

This 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, but not limited to, the terms "believes", "could", "estimates", "anticipates", "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. They appear in a number of places in this Prospectus and include statements regarding the intentions, beliefs or current expectations of the Company, the Directors or the Investment Manager concerning, inter alia, the investment objective and investment policy, investment performance, results of operations, financial condition, prospects, and dividend policy of the Company and the markets in which it invests and/or operates. By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Forward-looking statements are not assurances of future performance. The Company's actual investment performance, results of operations, financial condition, dividends paid and its financing strategies may differ materially from the impression created by the forward-looking statements contained in this Prospectus. In addition, even if the investment performance, results of operations, financial condition and its financing strategies of the Company, are consistent with the forward-looking statements contained in this Prospectus, those results, its condition or strategies may not be indicative of results, its condition or strategies in subsequent periods. Important factors that could cause these differences include, but are not limited to, the factors set out in the "Risk Factors" section of this Prospectus.

Given these uncertainties, prospective investors are cautioned not to place any undue reliance on such forward-looking statements. Prospective investors should carefully review the "Risk Factors" section of this Prospectus for a discussion of additional factors that could cause the Company's

actual results to differ materially from those that the forward-looking statements may give the impression will be achieved, before making an investment decision. Forward-looking statements speak only as at the date of this Prospectus. The Company and the Investment Manager undertake no obligation to revise or update any forward-looking statements contained herein (save where required by the Prospectus Regulation Rules, the Listing Rules, UK MAR, the EU Market Abuse Regulation, the Disclosure Guidance and Transparency Rules, the UK AIFMD Laws or the EU AIFM Directive), whether as a result of new information, future events, conditions or circumstances, any change in the Company's or the Investment Manager's expectations with regard thereto or otherwise. However, Shareholders are advised to read any communications that the Company may make directly to them, and any additional disclosures in announcements that the Company may make through an RIS announcement.

For the avoidance of doubt, nothing in the foregoing paragraphs under the heading "Forward-looking statements" constitutes a qualification of the working capital statement contained in Part VIII (Additional Information on the Company) of this Prospectus.

### **Important note regarding performance data**

This Prospectus includes information regarding the track record and performance data of the Investment Manager (the "**Track Record**"). Such information is not necessarily comprehensive and prospective investors should not consider such information to be indicative of the possible future performance of the Company or any investment opportunity to which this Prospectus relates. The past performance of the Investment Manager is not a reliable indicator of, and cannot be relied upon as a guide to, the future performance of the Company and/or the Investment Manager.

Investors should not consider the Track Record information (particularly the past returns) contained in this Prospectus to be indicative of the Company's future performance. Past performance is not a reliable indicator of future results and the Company is unlikely to make the same investments reflected in the Track Record information included herein. Prospective investors should be aware that any investment in the Company involves a significant degree of risk, and could result in the loss of all or substantially all of their investment.

For a variety of reasons, the comparability of the Track Record information to the Company's future performance is by its nature very limited. Without limitation, results can be positively or negatively affected by market conditions beyond the control of the Company or the Investment Manager which may be different in many respects from those that prevail at present or in the future, with the result that the performance of portfolios originated now may be significantly different from those originated in the past.

Prospective investors should consider the following factors which, among others, may cause the Company's results to differ materially from the historical results achieved by the Investment Manager, their Associates and certain other persons:

- some of the Track Record information included in this Prospectus was generated, where noted, in respect of a different fund managed by the Investment Manager in different circumstances, and the people involved in managing that fund may differ from those who will manage the Company's investments;
- results can be positively or negatively affected by market conditions beyond the control of the Company and the Investment Manager;
- it is possible that the performance of the investment described in this Prospectus has been affected by exchange rate movements during the period of the investment;
- differences between the Company and the circumstances in which the Track Record information was generated include (but are not limited to) all or certain of: actual acquisitions and investments made, investment objective, fee arrangements, structure (including for tax purposes), terms, leverage, geography, performance targets and investment horizons. All of these factors can affect returns and impact the usefulness of performance comparisons and as a result, none of the historical information contained in this Prospectus is directly comparable to the Initial Issue, the Placing Programme or the returns which the Company may generate;
- the Company, the intermediate holding entities and the Project SPVs may be subject to taxes on some or all of their earnings in the various jurisdictions in which they invest. Any taxes

paid or incurred by the Company and intermediate holding entities will reduce the proceeds available from the sale of an investment to make future investments or distributions and/or pay the expenses and other operating costs of the Company; and

- market conditions at the times covered by the Track Record may be different in many respects from those that prevail at present or in the future, with the result that the performance of portfolios originated now may be significantly different from those originated in the past. In this regard, it should be noted that there is no guarantee that these returns can be achieved or can be continued if achieved.

No representation is being made by the inclusion of the investment examples and strategies presented herein that the Company will achieve performance similar to the investment examples and strategies herein or avoid losses. There can be no assurance that the investment examples and strategies described herein will meet their objectives generally, or avoid losses. Past performance is no guarantee of future results.

### **AIFM Directive Disclosures**

The EU AIFM Directive and the UK AIFMD Laws each impose conditions on the marketing of entities such as the Company to investors in the EEA and the UK AIFMD Laws imposes conditions on the marketing of entities such as the Company to investors in the UK. The EU AIFM Directive and the UK AIFMD Laws each require that an "alternative investment fund manager" ("**AIFM**") be identified to meet such conditions where such marketing is sought. For these purposes, New Energy Solar Manager Pty Limited, as the legal person responsible for performing portfolio and risk management of the Company, shall be the AIFM.

### **INFORMATION TO DISTRIBUTORS**

#### **Target Market Assessment**

Solely for the purposes of the product governance requirements contained within: the FCA's PROD3 Rules on product governance within the FCA Handbook (the "**FCA PROD3 Rules**") and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the FCA PROD3 Rules) may otherwise have with respect thereto, the Ordinary Shares the subject of the Initial Issue or the Placing Programme (or any class of C Shares the subject of a Subsequent Placing) have been subject to a product approval process, which has determined that such Ordinary Shares or any class of C 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 FCA Glossary; and (ii) eligible for distribution through all distribution channels as are permitted by PROD3 (the "**Target Market Assessment**"). Notwithstanding the Target Market Assessment, Distributors should note that: the price of the Ordinary Shares or any class of C Shares may decline and investors could lose all or part of their investment; the Ordinary Shares or any class of C Shares offer no guaranteed income and no capital protection; and an investment in the Ordinary Shares or any class of C Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Initial Issue or any Subsequent Placing. Furthermore, it is noted that, notwithstanding the Target Market Assessment, the Joint Bookrunners 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 PROD3 Rules; 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 Ordinary Shares or any class of C Shares.

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

## **PRIIPs Regulation**

In accordance with the UK PRIIPs Laws, a key information document in respect of an investment in the Ordinary Shares has been prepared by the Investment Manager and is available to investors at [www.ussolarfund.co.uk](http://www.ussolarfund.co.uk). If a new class of C Shares is issued under the Placing Programmes, the Company will make available a key information document in relation to such class of C Shares as required under the UK PRIIPs Laws.

## **Defined terms**

Capitalised terms contained in this Prospectus shall have the meanings ascribed to them in Part XI (Glossary of Terms) and Part XII (Definitions) of this Prospectus, save where the context indicates otherwise.

## **Intermediaries**

The Company consents to the use of this Prospectus by Intermediaries in connection with any subsequent resale or final placement of the Ordinary Shares in the UK in relation to the Intermediaries Offer only by Intermediaries who are appointed by the Company, a list of which will appear on the Company's website.

Such consent is given for the offer period which is from the date any Intermediaries are appointed to participate in connection with any subsequent resale or final placement of the Ordinary Shares until the closing of the period for the subsequent resale or final placement of the Ordinary Shares at 1:00 p.m. on 5 May 2021, being the date upon which the Intermediaries Offer closes, unless closed prior to that date, and being the latest time and date for receipt by the Receiving Agent of completed applications from the Intermediaries rather than from the Underlying Applicant.

**Any Intermediary that uses this Prospectus must state on its website that it uses this Prospectus with the Company's consent and in accordance with the conditions attached thereto. Any application made by investors to any Intermediary is subject to the terms and conditions imposed by each Intermediary.**

**Information on the terms and conditions of any subsequent resale or final placement of Ordinary Shares by any Intermediary is to be provided at the time of the offer by the Intermediary.**

The Company accepts responsibility for the information in this Prospectus with respect to any subscriber for Ordinary Shares pursuant to any subsequent resale or final placement of Ordinary Shares by Intermediaries appointed by the Company.

Solid Solutions Associates (UK) Limited has been engaged as an adviser to the Company in relation to the Intermediaries Offer (the "**Intermediaries Offer Adviser**") and will be responsible for liaising directly with potential financial intermediaries. The Receiving Agent will be responsible for processing applications made by Intermediaries in relation to the Intermediaries Offer. As at the date of this Prospectus, the Company has not consented to any intermediaries using this Prospectus.

Any new information with respect to Intermediaries unknown at the time of approval of this Prospectus will be available on the Company's website at [www.ussolarfund.co.uk](http://www.ussolarfund.co.uk).

## **No incorporation of website**

The contents of the Company's website at [www.ussolarfund.co.uk](http://www.ussolarfund.co.uk), the contents of any website accessible from hyperlinks on the Company's website, the Investment Manager's website, or any other website referred to in this Prospectus are not incorporated into, and do not form part of this Prospectus. Investors should base their decision to invest on the contents of this Prospectus and any supplementary prospectus published by the Company prior to Initial Admission or any relevant Subsequent Admission alone and should consult their professional advisers prior to making an application to acquire Shares.

## EXPECTED TIMETABLE

Publication of this Prospectus and commencement of the Initial Issue	13 April 2021
Latest time and date for applications under the Offer for Subscription and the Intermediaries Offer	1:00 p.m. on 5 May 2021
Latest time and date for placing commitments under the Initial Placing	3:00 p.m. on 6 May 2021
Publication of results of the Initial Issue and the Relevant Sterling Exchange Rate	7 May 2021
Initial Admission and dealings in Ordinary Shares commence	8:00 a.m. on 11 May 2021
CREST Accounts credited with uncertificated Ordinary Shares	as soon as practicable after 8:00 a.m. on 11 May 2021
Where applicable, definitive share certificates dispatched by post	week commencing 24 May 2021

*\* or such later time and date as may be notified to a Placee*

*Any changes to the expected timetable set out above will be notified to the market by the Company through an RIS announcement.*

*References to times are to London times.*

## EXPECTED SUBSEQUENT PLACING TIMETABLE

Publication of Placing Price in respect of each Subsequent Placing	as soon as practicable following the closing of each Subsequent Placing
Subsequent Admission and crediting of CREST accounts in respect of each Subsequent Placing	as soon as practicable following the closing of each Subsequent Placing
Share certificates in respect of Shares issued pursuant to the relevant Subsequent Placing dispatched (if applicable)	as soon as practicable following any Subsequent Admission
Last date for Shares to be issued pursuant to the Placing Programme	12 April 2022**

*The Board may, subject to prior approval from the Joint Bookrunners, bring forward or postpone the closing time and date for any Subsequent Placing. If such date is changed, the Company will notify investors who have applied for Ordinary Shares of changes by post, email, or by publication through an RIS announcement.*

*\*\* or, if earlier, the date on which all of the Ordinary Shares available for issue under the Placing Programme have been issued (or such other date as may be agreed between the Joint Bookrunners and the Company (such agreed date to be announced by way of an RIS announcement)).*

*References to times are to London times.*



## INITIAL ISSUE STATISTICS

Number of Shares that may be issued, in aggregate, under the Initial Issue and the Placing Programme up to 500 million

Initial Issue Price per Ordinary Share\* US\$1.00

Gross Initial Proceeds \*\* US\$105 million

*\* Participants in the Initial Issue may elect to subscribe for Ordinary Shares in Sterling at a price per Ordinary Share equal to the Initial Issue Price at the Relevant Sterling Exchange Rate. The Relevant Sterling Exchange Rate and the Sterling equivalent Initial Issue Price are not known as at the date of this Prospectus and will be notified by the Company through a Regulatory Information Service announcement prior to Initial Admission. Applications under the Offer for Subscription must be for a minimum value of US\$1,000 (or £1,000), or such lesser amount as the Company may determine (at its discretion).*

*\*\* Assuming that the Initial Issue is subscribed as to 105 million Ordinary Shares at the Initial Issue Price.*

## DEALING CODES

ISIN for Ordinary Shares GB00BJCWFX49

SEDOL (in respect of Ordinary Shares traded in US Dollars) BJCWFX4

SEDOL (in respect of Ordinary Shares traded in Sterling) BHZ6410

Ticker symbol of the Ordinary Shares traded in US Dollars USF

Ticker symbol of the Ordinary Shares traded in Sterling USFP

Each class of C Shares issued pursuant to a Subsequent Placing made throughout the Placing Programme will have separate ISINs, SEDOLs and ticker symbols issued. The announcement of each Issue of C Shares will contain details of the relevant ISIN, SEDOL and ticker symbol for such class of C Shares being issued.

## PLACING PROGRAMME STATISTICS

Number of Shares that may be issued under the Placing Programme (as reduced by any Issue Shares issued pursuant to the Initial Issue) up to 500 million

Placing Price for Subsequent Placings in respect of: (a) Ordinary Shares, a price representing the latest published NAV per Ordinary Share plus a premium to cover any issue expenses (to be determined by the Directors, in their absolute discretion, from time to time); and (b) C Shares, a price of US\$1.00 per C Share\*

*\* Prospective investors will be able to elect to subscribe for Ordinary Shares and/or C Shares issued under the Placing Programme in US Dollars and/or Sterling. The Placing Price will be announced in US Dollars together with a Sterling equivalent amount and the relevant US Dollar/Sterling exchange rate used to convert the Placing Price, through an RIS announcement as soon as practicable in conjunction with each Subsequent Placing.*

## DIRECTORS, ADVISERS AND OTHER SERVICE PROVIDERS

<b>Directors</b>	Gillian Nott (Chair) Rachael Nutter Thomas Plagemann Jamie Richards
<b>Registered Office</b>	The Scalpel, 18th Floor 52 Lime Street, London, EC3M 7AF
<b>Investment Manager</b>	New Energy Solar Manager Pty Limited Level 15, 100 Pacific Highway North Sydney NSW 2060 Australia
<b>Sponsor, Joint Global Co-Ordinator and Joint Bookrunner</b>	Cenkos Securities plc 6-8 Tokenhouse Yard London, EC2R 7AS
<b>Joint Global Co-Ordinator and Joint Bookrunner</b>	Jefferies 100 Bishopsgate London, EC2N 4JL
<b>Legal advisers to the Company (as to English and US securities law)</b>	Herbert Smith Freehills LLP Exchange House Primrose Street London, EC2A 2EG
<b>Legal advisers to the Sponsor, Placing Agent and Bookrunner</b>	Stephenson Harwood LLP 1 Finsbury Circus London, EC2M 7SH
<b>Company Secretary and Administrator</b>	JTC (UK) Limited The Scalpel, 18th Floor, 52 Lime Street, London, EC3M 7AF
<b>Registrar</b>	Computershare Investor Services PLC The Pavilions Bridgwater Road Bristol, BS13 8AE
<b>Receiving Agent</b>	Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH
<b>Reporting Accountant</b>	BDO LLP 55 Baker St, Marylebone London W1U 7EU
<b>Intermediaries Offer Adviser</b>	Solid Solutions Associates (UK) Limited 5 St John's Lane, London EC1M 4BH
<b>Auditor</b>	Deloitte LLP 2 New Street Square London, EC4A 3BZ

## **PART I – INFORMATION ON THE COMPANY**

### **1. INTRODUCTION**

The Company is a closed ended investment company incorporated in England and Wales under the Act on 10 January 2019 with registered number 11761009. The Company does not have a fixed life. The Company carries on its business at all times as an investment trust for the purposes of section 1158 of the UK Corporation Tax Act 2010 (as amended).

The Issue comprises the Initial Issue of Ordinary Shares and Subsequent Placings under the Placing Programme, pursuant to which the Company may issue up to 500 million Ordinary Shares and/or C Shares in aggregate. Applications will be made for the Issue Shares to be issued pursuant to the Initial Issue to be admitted to listing on the premium listing category of the Official List and to trading on the premium segment of the Main Market. It is expected that Initial Admission will become effective and that unconditional dealings in the Issue Shares will commence at 8:00 a.m. on 11 May 2021.

The Company is externally managed by its Investment Manager and AIFM, New Energy Solar Manager Pty Limited. Further details on the Investment Manager are set out in Part IV (Directors, Management and Administration) of this Prospectus.

The Company's investment objective and investment policy are set out immediately below. The Company makes its investments either directly or through one or more Project SPVs, which may in turn be held by a wholly owned US subsidiary of the Company.

### **2. INVESTMENT OBJECTIVE AND INVESTMENT POLICY**

#### **Investment Objective**

The Company's investment objective is to provide investors with attractive and sustainable dividends, with an element of capital growth, by investing in a diversified portfolio of Solar Power Assets in North America and other OECD countries in the Americas.

#### **Investment Policy**

The Company predominantly invests in Solar Power Assets in the United States, but it may also invest in Solar Power Assets in other OECD countries in the Americas.

The Company, directly or indirectly, acquires or constructs and operates the Solar Power Assets and predominantly generates revenue by selling the electricity generated by, the electricity stored by, and/or the capacity delivered by such Solar Power Assets.

The Investment Manager considers that Solar Power Assets acquired by the Company will have PPAs, capacity contracts or other similar revenue contracts in place of at least 10 years' duration from the commencement of operations with creditworthy (predominantly Investment Grade) private and public sector Offtakers. PPAs may be structured as physical electricity contracts, contracts for difference, or other hedge-based arrangements. To the extent that a Solar Power Asset generates electricity in addition to volumes required under a PPA, such excess may be sold into a wholesale market if available or the Company may seek to sell such electricity to another Offtaker under a short or long-term contract.

The Company targets construction-ready, in-construction, or operational Solar Power Assets that are designed and constructed to have an asset life of at least 30 years and are expected to generate stable electricity output and revenue over the lifespan of the asset. The Company expects that construction-ready or in-construction Solar Power Assets will be operational within 12 months from commitment. As some Offtakers execute PPAs more than 12 months in advance of the required commencement date, the Company may commit to acquire assets which will be operational more than 12 months from the time of commitment, but seeks to limit capital commitments before construction commences.

The Company acquires, directly or indirectly, Solar Power Assets through a variety of structures including subsidiary companies, sub-trusts and US or other offshore partnerships or companies. The Company may also acquire Solar Power Assets with a co-investor under co-investment arrangements with other clients managed by the Investment Manager (in accordance with the Investment Manager's allocation policy) or third-party co-investors.

### *Investment restrictions*

In order to spread its investment risk, the Company has adopted the following investment restrictions, in each case to be measured at the time of the relevant investment or, if earlier, the time of commitment to the relevant investment:

- the Company may invest up to 30% of Net Asset Value in one single Solar Power Asset, however the Company's investment in any other single Solar Power Asset shall not exceed 25% of Net Asset Value;
- the aggregate value of the Company's investment in Solar Power Assets under contract to any single Offtaker will not exceed 40% of Net Asset Value;
- Solar Power Assets in the United States will represent at least 85% of Gross Asset Value;
- Solar Power Assets in OECD countries located in the Americas other than the United States may represent up to 15% of Gross Asset Value; and
- the Company will not invest in other UK listed closed-ended investment companies.

### *Gearing*

The Company maintains gearing at a level which the Directors and the Investment Manager consider to be appropriate in order to enhance returns, long-term capital growth and capital flexibility. Gearing is generally employed either at the level of the relevant Project SPV or at the level of any intermediate wholly owned subsidiary of the Company, but may also be employed at the level of the Company, and any limits set out in this Prospectus shall apply on a consolidated basis across the Company, the Project SPVs and any such intermediate holding company.

The Company may use Long-Term Debt to finance operational assets provided that external Long-Term Debt divided by Gross Asset Value at the time of drawdown ("**Long-Term Gearing**") shall not exceed 50%.

The Company may obtain finance for the relevant Solar Power Assets during the construction phase and the first year of operations as a bridge to some or all of the Company's ultimate equity investment, expected Long-Term Debt, and the committed investment of the Tax Equity Partner ("**Temporary Debt**"), provided that the aggregate of Long-Term Debt and Temporary Debt divided by Gross Asset Value at the time of drawdown ("**Consolidated Gearing**") shall not exceed 75%. The Company will only enter into such Temporary Debt where the commitment of the Tax Equity Partner is subject only to the relevant Solar Power Asset becoming operational.

Long-Term Debt and Temporary Debt primarily comprises of bank borrowings, public bond issuance or private placement borrowings, although overdraft or revolving credit facilities may be used to increase acquisition and cashflow flexibility. All debt is or is expected to be in the currency of the relevant Solar Power Asset, or hedged back to the underlying revenue currency, where the Company invests in non-US Dollar Solar Power Assets.

### *Use of derivatives*

The Investment Manager has authority to use derivatives on the Company's behalf, for the purposes of hedging, partially or fully:

- electricity price risk relating to any electricity generated from Solar Power Assets not sold under a PPA, as further described below;
- currency risk in circumstances where a Solar Power Asset is acquired in a currency other than US Dollars;
- currency risk in relation to any Sterling denominated operational expenses of the Company; and
- interest rate risk associated with the Company's debt facilities.

In order to hedge electricity price risk, the Investment Manager may enter into specialised derivatives on the Company's behalf, such as contracts for difference or other hedging arrangements, which

may be part of a tripartite or other PPA arrangement in certain wholesale markets where such arrangements are required to provide an effective fixed price under the PPA.

The Investment Manager only enters into hedging or other derivative contracts when it reasonably expects the Company to have an exposure to a price or rate risk that is the subject of the hedge.

#### *Cash management*

The Company may in its absolute discretion decide to hold cash on deposit and may invest in cash equivalent investments, which may include short-term investments in money market type funds and tradeable debt securities ("**Cash and Cash Equivalents**"). There is no restriction on the amount of Cash and Cash Equivalents that the Company may hold.

### **3. CHANGES TO INVESTMENT POLICY**

No material change will be made to the Company's investment policy without the prior approval of Shareholders by ordinary resolution and the prior approval of the FCA. Any such change will also be notified to HMRC.

### **4. THE COMPANY'S PORTFOLIO**

#### **Summary of the Portfolio**

As at 9 April 2021, the Company's Portfolio comprises 42 operating utility-scale solar projects, totalling 493MW<sub>DC</sub><sup>3</sup>. The assets are independently operated and are well distributed across four states and nine Investment Grade Offtakers. All projects sell 100% of electricity under long-term PPAs to Investment Grade Offtakers with a weighted average contracted offtake of 15.4 years<sup>4</sup>.

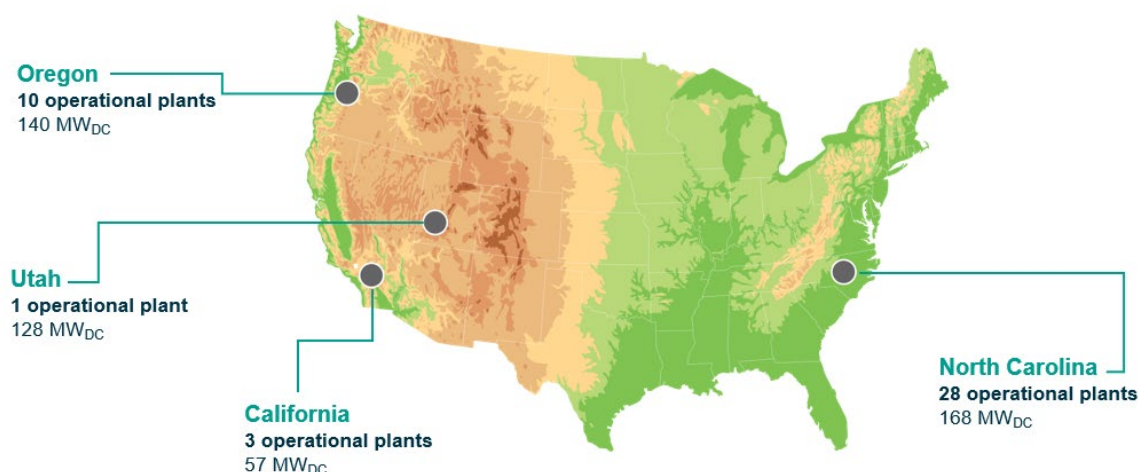
#### *Valuation of the Portfolio (as at 31 December 2020)*

In accordance with the guidelines of the Company's valuation policy, all assets held as at 31 December 2020 have been valued by KPMG, as they are now fully operational. As at 31 December 2020, the Net Asset Value of the Company was valued at US\$194.2 million (31 December 2019: US\$194.4 million).

#### *Portfolio composition*

The Company's Portfolio composition can be seen in the figures below.

Figure 1: Map of geographical locations of the Company's portfolio as at 31 December 2020<sup>3</sup>

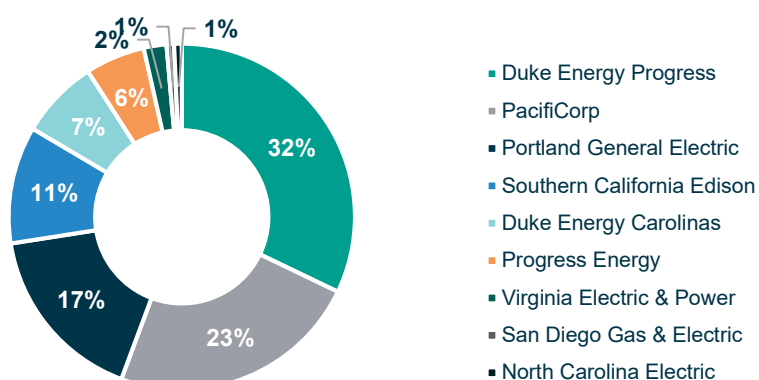


Source: New Energy Solar Manager Pty Limited, April 2021

<sup>3</sup> The Portfolio figures includes the 25% interest in MS2, which was completed in March 2021

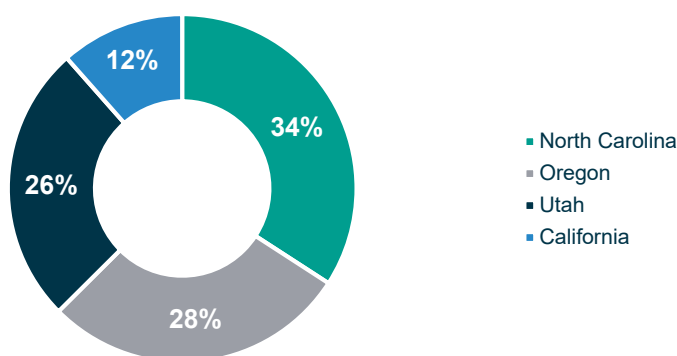
<sup>4</sup> As at 31 December 2020

Figure 2: Portfolio composition by offtaker based on NAV proportion as at 31 December 2020<sup>5</sup>



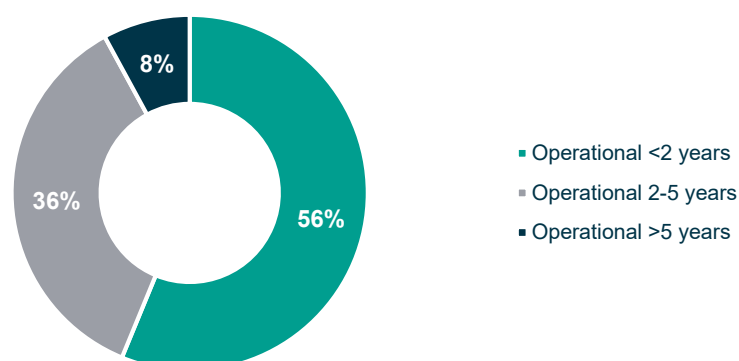
Source: New Energy Solar Manager Pty Limited, April 2021

Figure 3: Portfolio composition by geography based on capacity (MW<sub>DC</sub>) as at 31 December 2020<sup>5</sup>



Source: New Energy Solar Manager Pty Limited, April 2021

Figure 4: Portfolio composition by asset age based on capacity (MW<sub>DC</sub>) as at 31 December 2020<sup>5</sup>



Source: New Energy Solar Manager Pty Limited, April 2021

<sup>5</sup> The Portfolio figures includes the 25% interest in MS2, which was completed in March 2021

Figure 5: Details of the Portfolio as at 31 December 2020<sup>5</sup>

Asset	Capacity (MW <sub>DC</sub> )	Location	Acquisition Tranche	Acquisition Date	Energy Offtaker	Offtaker Credit Rating	Remaining PPA Length (Years)	COD
Milford	127.8	Utah	One	Aug 19	PacifiCorp	S&P: A	24.9	Nov 20
Mount Signal 2	49.9 <sup>6</sup>	California	Six	Mar 21	Southern California Edison	S&P: BBB	19.4	Jan 20
Suntex	15.3	Oregon	Five	Jun 20	Portland General Electric	S&P: BBB+	10.6	Jul 20
West Hines	15.3	Oregon	Five	Jun 20	Portland General Electric	S&P: BBB+	10.6	Jun 20
Alkali	15.1	Oregon	Five	Jun 20	Portland General Electric	S&P: BBB+	10.7	Jun 20
Rock Garden	14.9	Oregon	Five	Jun 20	Portland General Electric	S&P: BBB+	10.7	Jun 20
Chiloquin	14.0	Oregon	Four	Mar 20	PacifiCorp	S&P: A	11.0	Jan 18
Dairy	14.0	Oregon	Four	Mar 20	PacifiCorp	S&P: A	10.8	Mar 18
Tumbleweed	14.0	Oregon	Four	Mar 20	PacifiCorp	S&P: A	11.0	Dec 17
Lakeview	13.7	Oregon	Four	Mar 20	PacifiCorp	S&P: A	10.8	Dec 17
Turkey Hill	13.2	Oregon	Four	Mar 20	PacifiCorp	S&P: A	10.8	Dec 17
Merrill	10.5	Oregon	Four	Mar 20	PacifiCorp	S&P: A	10.8	Jan 18
Lane II	7.5	North Carolina	Two	Dec 19	Duke Energy Progress	S&P: A-	12.7	Jul 20
Pilot Mountain	7.5	North Carolina	Two	Dec 19	Duke Energy Carolinas	S&P: A-	12.7	Sep 20
Davis Lane	7.0	North Carolina	Four	Mar 20	Virginia Electric & Power	S&P: BBB+	12.0	Dec 17
Gauss	7.0	North Carolina	Four	Mar 20	Virginia Electric & Power	S&P: BBB+	12.6	Oct 18
Jersey	7.0	North Carolina	Four	Mar 20	North Carolina Electric	S&P: A-	7.0	Dec 17
Sonne Two	7.0	North Carolina	Four	Mar 20	Duke Energy Carolinas	S&P: A-	10.6	Dec 16
Red Oak	6.9	North Carolina	Four	Mar 20	Duke Energy Progress	S&P: A-	11.0	Dec 16
Schell	6.9	North	Four	Mar 20	Virginia Electric	S&P: BBB+	11.0	Dec 16

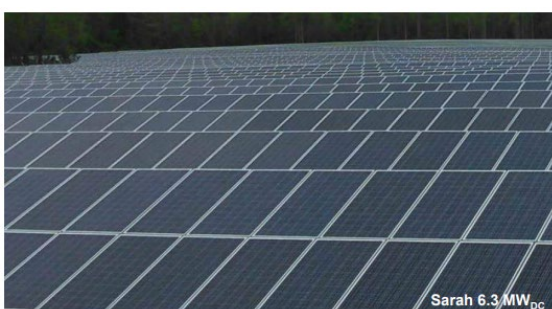
<sup>6</sup> Represents 25% interest in MS2

Carolina			& Power					
Siler 421	6.9	North Carolina	Four	Mar 20	Duke Energy Progress	S&P: A-	10.6	Dec 16
Cotten	6.8	North Carolina	Four	Mar 20	Duke Energy Progress	S&P: A-	10.9	Nov 16
Tiburon	6.7	North Carolina	Four	Mar 20	Duke Energy Carolinas	S&P: A-	10.6	Dec 16
Monroe Moore	6.6	North Carolina	Four	Mar 20	Duke Energy Carolinas	S&P: A-	10.6	Dec 16
Four Oaks	6.5	North Carolina	Three	Dec 19	Duke Energy Progress	S&P: A-	9.8	Oct 15
Princeton	6.5	North Carolina	Three	Dec 19	Duke Energy Progress	S&P: A-	9.8	Oct 15
Tate	6.5	North Carolina	Two	Dec 19	Duke Energy Progress	S&P: A-	12.7	Aug 20
Freemont	6.4	North Carolina	Four	Mar 20	Duke Energy Carolinas	S&P: A-	10.6	Dec 16
Mariposa	6.4	North Carolina	Four	Mar 20	Duke Energy Carolinas	S&P: A-	10.7	Sep 16
S. Robeson	6.3	North Carolina	Three	Jan 20	Progress Energy	S&P: A-	6.6	Jul 12
Sarah	6.3	North Carolina	Three	Dec 19	Duke Energy Progress	S&P: A-	9.5	Jun 15
Nitro	6.2	North Carolina	Three	Dec 19	Duke Energy Progress	S&P: A-	8.9	Jul 15
Sedberry	6.2	North Carolina	Four	Mar 20	Duke Energy Progress	S&P: A-	10.6	Dec 16
Willard	6.0	North Carolina	Two	Dec 19	Duke Energy Progress	S&P: A-	12.7	Oct 20
Benson	5.7	North Carolina	Two	Dec 19	Duke Energy Progress	S&P: A-	12.7	Aug 20
Eagle Solar	5.6	North Carolina	Two	Dec 19	Duke Energy Progress	S&P: A-	12.7	Aug 20
Granger	3.9	California	Four	Mar 20	San Diego Gas & Electric	S&P: BBB+	15.7	Sep 16
Valley Center	3.0	California	Four	Mar 20	San Diego Gas & Electric	S&P: BBB+	15.9	Dec 16
County Home	2.6	North Carolina	Four	Mar 20	Duke Energy Carolinas	S&P: A-	10.6	Sep 16
Progress 1	2.5	North Carolina	Three	Jan 20	Progress Energy	S&P: A-	11.3	Apr 12



Progress 2	2.5	North Carolina	Three	Jan 20	Progress Energy	S&P: A-	7.0	Apr 13
Faison	2.3	North Carolina	Three	Dec 19	Duke Energy Progress	S&P: A-	9.3	Jun 15
<b>Grand Total</b>	<b>492.9</b>						<b>15.4</b>	

Source: New Energy Solar Manager Pty Limited, March 2021



### Valuation of the Portfolio (as at 31 December 2020)

In accordance with the guidelines of the Company's valuation policy, all assets held as at 31 December 2020 have been valued by KPMG, as they are now fully operational. A summary of the movements in the valuation of the Portfolio since 31 December 2019 is included in the table below:

Figure 6: Movements in valuation of the Portfolio in 12 months to 31 December 2020 (USD)

	ACQUISITION ONE	ACQUISITION TWO	ACQUISITION THREE	ACQUISITION FOUR	ACQUISITION FIVE	US CASH AND WORKING CAPITAL BALANCES	TOTAL
31 December 2019	29,098,744	25,794,479	23,104,931	–	–	41,474,262	119,472,416
Additions (at cost)	(2,805,553) <sup>7</sup>	14,442,381	14,578,557	41,210,429	26,443,205	(23,009,010)	70,860,009
Change in fair value	3,750,354	2,338,893	(1,613,379)	(2,931,796)	3,447,779	–	4,991,851
31 December 2020	30,043,545	42,575,753	36,070,109	38,278,633	29,890,984	18,465,252	195,324,276

Source: New Energy Solar Manager Pty Limited, March 2021

### Sensitivity Analysis (as at 31 December 2020)

The Investment Manager and Company use sensitivity analysis to assess the impact of changes in key assumptions on the fair value of the Company's investments. The sensitivities shown in the figure below assume the relevant input is changed over the entire useful life of each of the underlying renewable energy assets (35 years), while all other variables remain constant. All sensitivities have been calculated independently of each other.

Figure 7: Sensitivity Analysis (Change to Total Shareholders Equity)

Electricity production (P90/P10) 16.3%	(15.81)	15.42	15.9%
Electricity prices (+/- 10%)	(8.4%)	(8.14)	8.18 8.4%
Discount rate (+/- 0.5%)	(5.2%)	(5.02)	5.61 5.8%
O&M expenses (+/- 10%)	(7.2%)	(7.02)	6.89 7.1%
Useful Life (+/- 3 years)	(6.2%)	(6.02)	5.10 5.3%
Tax rate (+/- 5%)	(2.1%)	2.08 2.07	2.1%

Source: New Energy Solar Manager Pty Limited, March 2021

### Summary of the MS2 Transaction

On 31 December 2020, the Company announced it had executed binding agreements to acquire up to a 50% interest in a 200MW<sub>DC</sub> operating solar plant located at Mount Signal, in the Imperial Valley of Southern California ("MS2"), for a total price of between US\$44 million and US\$46 million (the "MS2 Transaction").

The MS2 Transaction is structured in two tranches. Tranche one comprises an immediate acquisition of an initial 25% interest for a fixed price of US\$23 million and was completed in March 2021 (referred to herein as "Tranche One"). Tranche two consists of an option for the Company to acquire a further 25% interest for US\$22 million subject to a performance-based adjustment mechanism which can adjust the price upwards or downwards by up to US\$1 million (referred to herein as "Tranche Two"). The Company may exercise the Tranche Two option for up to 12 months from Tranche One completion, with Tranche Two completion subject to the same customary third party consents as Tranche One.

<sup>7</sup> Negative due to construction and development cost savings, as well as better than expected pre-COD electricity sales..

On completion of Tranche One of the MS2 Transaction, the Company's total Portfolio reached 493MW<sub>DC</sub> of fully operational assets in four states of the US, with a weighted average investment-grade PPA term of 15.4 years as at 31 December 2020.

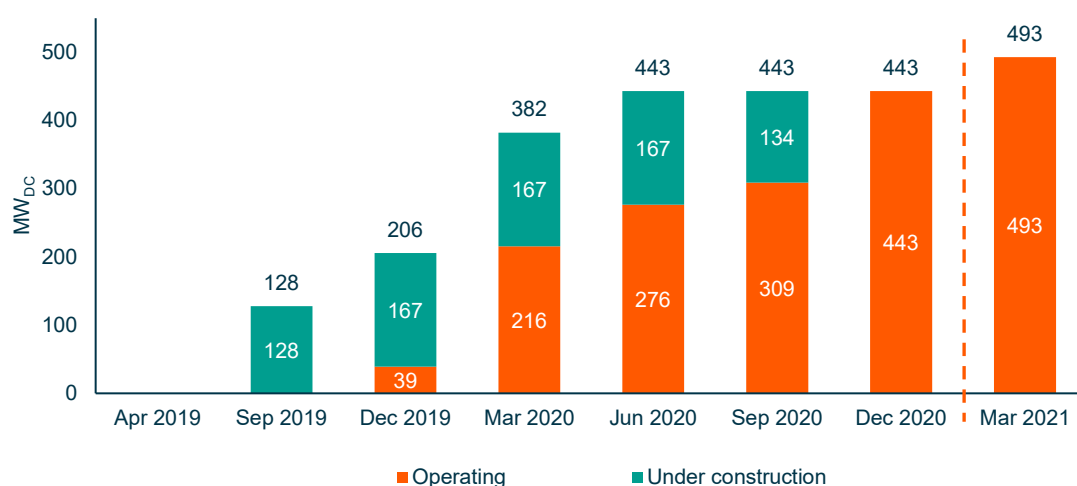
The Company acquired the investment in MS2 from New Energy Solar Fund (“**NEW**”), an Australia listed (“**ASX**”) solar fund, also managed by the Company’s Investment Manager. NEW acquired MS2 at construction-ready stage in 2018 and announced in late 2019 that it was contemplating a sale of up to a 50% interest in the Project SPV. Co-investments in Solar Power Assets such as MS2 were contemplated at the time of the Company's IPO. To ensure arm's length terms, the Company's and NEW's boards each adopted a transaction-specific protocol, with each board retaining independent legal advisors. The Company also engaged its own US valuer to provide an independent, external benchmark for the MS2 Transaction price.

MS2 was built during 2018 and 2019 by Swinerton Renewable Energy, a leading US constructor. The Project SPV uses First Solar Series 6 modules, with operations and maintenance services provided by First Solar Energy Services under a long-term contract. MS2 has a 20-year PPA with Southern California Edison (“**SCE**”), that commenced in June 2020. Under the PPA, 100% of the electricity generated by MS2 is sold to SCE at an annually escalating price. SCE (S&P: BBB), a subsidiary of Edison International, serves a population of more than 15 million people and is the primary electricity provider for central, southern and coastal California.

### Portfolio Progress and Performance

Since IPO, the Company's Portfolio has grown to 493MW<sub>DC</sub> of operating assets. The figure below shows the development of the portfolio and progression toward being fully operating.

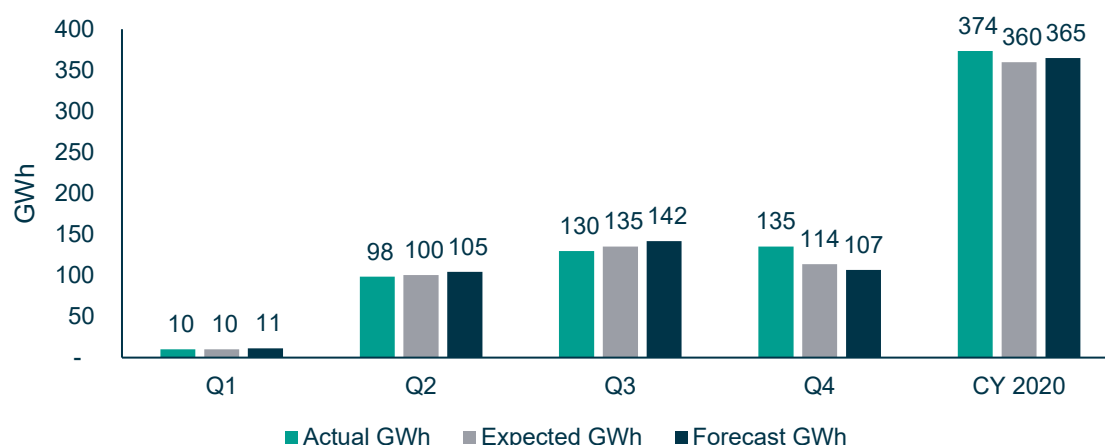
Figure 8: Portfolio by stage



Source: New Energy Solar Manager Pty Limited, December 2020

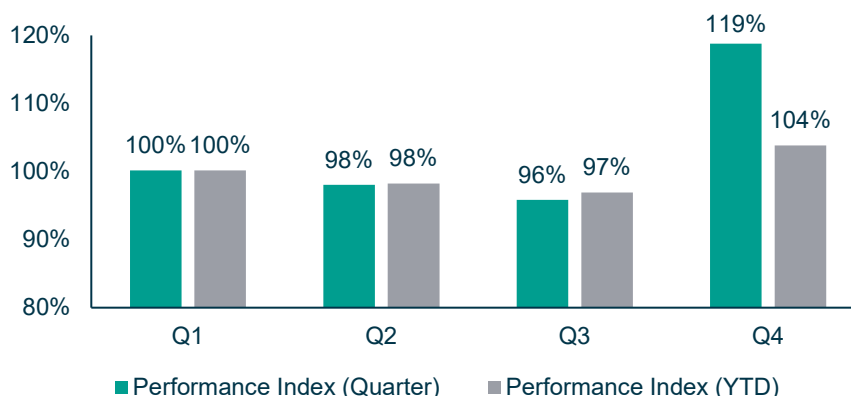
The Company has acquired 167MW<sub>DC</sub> of assets during construction and 326MW<sub>DC</sub> of operating assets. During 2020, all construction assets were completed and began selling power under their PPAs. Operating assets largely performed well and, where needed, the asset management team has worked diligently to address any maintenance issues requiring attention. The figure below shows the Company's portfolio performance by quarter during 2020.

Figure 9: Operating portfolio performance CY 2020



Source: New Energy Solar Manager Pty Limited, March 2021

Figure 10: Operating portfolio performance calendar year 2020



Source: New Energy Solar Manager Pty Limited, March 2021

The Company's Portfolio was fully operational by the end of 2020. The portfolio performed well overall during the year, with actual production of 374 gigawatt-hours (GWh). The Company measures "Actual" performance against "Forecast" and "Expected" targets. "Actual" production is the number of GWh generated and sold to the offtaker. "Forecast" (also called "Budget") is modelled P50 production of the plant before any adjustment for actual weather conditions. "Weather-adjusted expected" or simply "Expected" production is the Forecast production of the plant adjusted for weather conditions during the period.

During 2020, the Company's production of 374GWh was 2% above budgeted or "Forecast" production of 365GWh, and 4% above weather-adjusted "Expected" production of 360GWh. This reflects a production index (actual generation divided by weather-adjusted expected generation) of 104% for the year.

In Utah, one of the Company's newest asset Milford, which comprises 29% of the Company's Portfolio capacity by MWDC, performed above forecast and weather-adjusted expectations between its commercial of operations date (in November 2020) and the calendar year end. Prior to commercial operations, Milford also generated test revenue that exceeded expectations by approximately \$1 million. In December 2020, its first full month of operations, Milford performed above both forecast and weather-adjusted expectations.

In North Carolina, performance was below the Investment Manager's expectations during the year primarily due to storm-related grid outages, ongoing inverter issues at the 7MWDC Gauss site and

isolated inverter outages at other sites. Issues at Gauss were largely resolved under a warranty claim by year end, and inverter issues at other sites are being resolved progressively during the first quarter of 2021.

The Company's Oregon assets, which became fully operational in the third quarter of 2020, performed above forecast but below weather-adjusted expectations. In the third quarter of 2020, production from the Oregon assets was reduced due to smoke and dust from West Coast wildfires. Additionally, the Oregon sites experienced significant snowfall within the months of November and December of 2020 thereby decreasing weather-adjusted performance. Snow coverage of solar panels across a site can be highly variable therefore snow coverage is not included in the adjustment for actual weather conditions. As a result, in periods where there has been snow coverage, performance against weather-adjusted expectations will be lower.

During the year ending 31 December 2020, the two assets in California (comprising 2% of the Company's Portfolio capacity by MWDC), were impacted by smoke and dust from the West Coast wildfires. In the fourth quarter of 2020, the assets performed below forecast and weather-adjusted expectations due to soiling. This will be addressed by a panel washing before the 2021 summer high production period.

## **5. DIVIDEND POLICY AND TARGET RETURN<sup>8</sup>**

Whilst not forming part of the investment policy, with respect to the Ordinary Shares, the Company aims to deliver:

- on a fully invested and geared basis, a target annual dividend of 5.5 cents per Ordinary Share, with a target of increasing the dividend at a rate of 1.5 to 2% per annum<sup>9</sup> on average thereafter over the expected life of the Solar Power Assets; and
- a target net total return over the life of the Solar Power Assets (expected to have a typical asset life of 30 to 35 years, and potentially up to 40 years) of at least 7.5% per annum (net of all fees and expenses but before tax) on the basis of the IPO Share Price once the Company is fully invested, which the Company will seek to achieve through active management of its Portfolio, appropriate levels of gearing and reinvestment of capital.

The Company expects to cover the dividend due in respect of the final quarter of 2020 with operating cashflows received during the period in respect of which it is paid. The Company's 2021 annual cash-covered dividend target is 5.5 cents per Ordinary Share.

The Company intends to continue paying interim quarterly dividends to the Ordinary Shareholders, in US Dollars, in January, April, July and October of each year. The new Ordinary Shares issued pursuant to the Initial Issue will be entitled to receive the interim dividend in respect of the quarter ended 31 March 2021, which is expected to be announced in June 2021 for payment in July 2021.

Holders of any class of C Shares will be entitled to participate in any dividends and other distributions of the Company as the Directors may resolve to pay to holders of that class of C Shares out of the assets attributable to that class of C Shares. For the avoidance of doubt, the targets set out above shall not apply with respect to any tranche of C Shares prior to Conversion.

The Company intends to comply with the requirements for maintaining investment trust status for the purposes of section 1158 of the UK Corporation Tax Act 2010 (as amended) regarding distributable income. The Company therefore distributes income such that it does not retain in respect of an accounting period an amount greater than 15% of its income (as calculated for UK tax purposes) for that period.

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<sup>8</sup> The target annual dividend yield and target net total return are targets only and are not profit forecasts. There can be no guarantee that these targets will be met and they should not be taken as an indication of the Company's expected or actual future results. Potential investors should decide for themselves whether or not these targets are reasonable or achievable in deciding whether to invest in the Company.

<sup>9</sup> For example, if the dividend yield was 5.5 cents per Ordinary Share in the first year and increased at a rate of 2% per annum on average, it would be 6.57 cents per Ordinary Share in the tenth year

## 6. DISCOUNT MANAGEMENT

### *General*

The Board recognises the need to address any sustained and significant imbalance between buyers and sellers which might otherwise lead to the Ordinary Shares trading at a material discount or premium to the Net Asset Value per Ordinary Share. Whilst it has not adopted any formal discount or premium targets which would dictate the point at which the Company would seek to buy back Ordinary Shares on the stock market or issue further Ordinary Shares, the Board is committed to utilising its share purchase and share issuance authorities where appropriate, in such a way as to mitigate the effects of any such imbalance.

In considering whether Share buy back or issuance might be appropriate in any particular set of circumstances, the Board will take into account, amongst other things: the prevailing market conditions; the degree of NAV accretion that will result from the buy back or issuance; the cash resources readily available to the Company; the immediate pipeline of investment opportunities open to the Company; the level of the Company's existing borrowings; and the working capital requirements of the Company.

The Company will announce, by way of an RIS announcement, any buy backs or issuances of Ordinary Shares that it makes. The Board will keep Shareholders apprised of the approach which it has adopted to implementing this discount and premium management policy in a relevant reporting period through commentary in its annual and interim reports.

### *Share buy backs*

The Company has a general authority to make purchases of up to 29,993,839 Ordinary Shares, such authority to expire on 22 September 2021 or, if earlier, at the conclusion of the Company's second annual general meeting. This general authority is subject to the condition that the number of the Ordinary Shares to be acquired, other than pursuant to an offer made to Shareholders generally, up to 22 September 2021 or, if earlier, at the conclusion of the Company's second annual general meeting, shall not exceed 14.99% of the Ordinary Shares in issue immediately prior to the passing of the resolution at the Company's first annual general meeting. The Company intends to refresh its authority to make purchases of its Ordinary Shares at its second annual general meeting.

In exercising the Company's power to buy back Ordinary Shares, the Board has complete discretion as to the timing, price and volume of Ordinary Shares so purchased. If the Company does buy back its own Ordinary Shares then it may hold them in treasury or it may cancel them. Ordinary Shares may only be reissued from treasury at a price which, after issue costs and expenses, is not less than the Net Asset Value per Ordinary Share at the relevant time.

The Directors will not buy back any C Shares prior to Conversion. The Company will not, therefore, assist any class of C Shares in limiting discount volatility or provide an additional source of liquidity.

All repurchases will be conducted in accordance with the Act and the Listing Rules applicable to closed ended investment funds from time to time and will be announced to the market through an RIS announcement on the same or the following day.

### *Discontinuation resolution*

The Company has been established with an indefinite life. If, however, the Ordinary Shares trade, on average over any complete financial year of the Company, at a discount in excess of 10% to the Net Asset Value per Ordinary Share (calculated by comparing the closing middle market US Dollar quotation of the Ordinary Shares (as derived from the daily official list of the London Stock Exchange) on each Business Day in the relevant period to the prevailing published Net Asset Value per Ordinary Share (cum income, but exclusive of any dividend declared once the ex-dividend date has passed) as at such Business Day and averaging this comparative figure over the relevant period), the Board shall, in accordance with the Articles, propose a special resolution at the Company's next annual general meeting that the Company ceases to continue in its present form (a "**Discontinuation Resolution**").

If a Discontinuation Resolution is passed (requiring the approval of at least 75% of the votes cast in respect of it), the Board will be required to put forward proposals to Shareholders at a general meeting of the Company, to be held within four months of the Discontinuation Resolution being



passed, to wind up or otherwise reconstruct the Company, having regard to the illiquid nature of the Company's underlying assets.

For the financial year ended 31 December 2020, the trigger requiring the proposal of a Discontinuation Resolution was not met.

### **Share issuance**

The Directors have a general authority to allot further Ordinary Shares and C Shares following the Company's initial public offering completed on 11 April 2019 made pursuant to a prospectus dated 26 February 2019 (the "IPO"). The authority permits the issue of Shares up to an aggregate amount of 2 billion Shares, which is inclusive of the Ordinary Shares issued pursuant to the IPO. The authority lasts until the end of the period of five years from 21 February 2019. To the extent that the authority is used in full before the end of such period, the Company may convene a general meeting to refresh the authority, or it may refresh the authority at an annual general meeting. Shareholders' pre-emption rights over this unissued share capital have been disapplied so that the Directors will not be obliged to offer new Shares to Shareholders pro rata to their existing holdings. As at the date of this Prospectus, the Company has issued 200.2 million Ordinary Shares pursuant to this authority, resulting in the Board having the authority to issue, approximately, a further 1.8 billion Shares.

Pursuant to the authorities described above, the Company may seek to raise further funds through the issue of C Shares rather than Ordinary Shares. C Shares are designed to overcome the potential disadvantages that may arise out of a fixed price issue of further Ordinary Shares for cash. These disadvantages relate primarily to the effect that an injection of uninvested cash may have on the Net Asset Value per Ordinary Share performance of otherwise fully invested portfolios (commonly referred to as 'cash drag'). Further details of the rights and characteristics of the C Shares are set out in section 5 of Part V (The Initial Issue and the Placing Programme) of this Prospectus.

Except where authorised by Shareholders, new Ordinary Shares may only be issued at a price which, after issue costs and expenses, is not less than the Net Asset Value per existing Ordinary Share at the relevant time, unless the new Ordinary Shares are first offered pro rata to Shareholders on a pre-emptive basis.

Applications will be made for any Ordinary Shares or C Shares issued following Initial Admission to be admitted to listing on the premium listing category of the Official List and to be admitted to trading on the premium segment of the Main Market.

## **7. NET ASSET VALUE**

The Company's Net Asset Value is the value of all assets of the Company less its liabilities (including provisions for such liabilities) calculated in accordance with the Investment Manager's valuation methodology. The Net Asset Value per Ordinary Share is the Net Asset Value divided by the number of Ordinary Shares in issue at the relevant time (excluding any Ordinary Shares held in treasury).

An unaudited Net Asset Value and Net Asset Value per Ordinary Share is and will continue to be calculated in US Dollars on a quarterly basis as at 31 March, 30 June, 30 September and 31 December each year, pursuant to the valuation methodology described below, by the Administrator in conjunction with the Investment Manager. The value of the Solar Power Assets, which form part of the Net Asset Value calculation, is and will continue to be produced by an independent appraiser on a semi-annual basis as at 30 June and 31 December.

The Net Asset Value and the Net Asset Value per Ordinary Share is and will continue to be provided to Shareholders through a Regulatory Information Service announcement and will also be published on the Company's website at [www.ussolarfund.co.uk](http://www.ussolarfund.co.uk). Where a class of C Shares is in issue, the Net Asset Value of such class of C Shares (together with the Net Asset Value per C Share of that class) will also be notified through a Regulatory Information Service announcement and will be published on the Company's website.

The Directors may temporarily suspend the calculation and publication of the Net Asset Value during a period when, in the Directors' opinion:

- a) there are political, economic, military or monetary events or any circumstances which are outside the control, responsibility or power of the Directors and which have either or both of the following effects: (i) disposal or valuation of investments of the Company, or other

transactions in the ordinary course of the Company's business, would not be reasonably practicable without material detriment to the interests of Shareholders; and (ii) in the opinion of the Directors, the Net Asset Value cannot be fairly calculated;

- b) there is a breakdown of the means of communication which are normally employed in calculating the Net Asset Value; or
- c) it is not reasonably practicable to determine the Net Asset Value on an accurate and timely basis.

To the extent that the Articles or the Listing Rules require a suspension in the calculation of the Net Asset Value, the suspension will be notified through a Regulatory Information Service announcement as soon as practicable after the suspension occurs.

As at 31 December 2020 (being the date of the Company's most recently published NAV prior to the date of this Prospectus), the estimated, unaudited Net Asset Value of the Company was US\$ 194.2 million and the NAV per Ordinary Share was US\$0.970.

### **Valuation methodology**

Every six months as at 30 June and 31 December, the Company engages an independent third-party appraiser to value the Solar Power Assets acquired by the Company and its Project SPVs. The Investment Manager values the Solar Power Assets acquired by the Company and its Project SPVs for the quarterly periods ending 31 March and 30 September. At each quarter end, the Investment Manager provides the relevant third-party or internal valuations of the Solar Power Assets together with the valuations of the other assets of the Company and its Project SPVs to the Administrator.

The Administrator, in conjunction with the Investment Manager, calculates the Net Asset Value and the Net Asset Value per Ordinary Share as at the end of each quarter of the Company's financial year and submits the same to the Board for its approval.

The valuation is calculated in accordance with Uniform Standards of Professional Appraisal Practice (USPAP) as applied to photovoltaic electricity generation systems in the United States.

Fair value for operational Solar Power Assets is derived from a discounted cash flow ("**DCF**") methodology. For Solar Power Assets that are not yet operational or where the completion of the acquisition by the Company has not occurred at the time of valuation, acquisition cost is and will be used as an appropriate estimate of fair value.

In a DCF analysis, the fair value of the Solar Power Asset is the present value of the asset's expected future cash flows, based on a range of operating assumptions for revenues and costs and an appropriate discount rate range.

The Investment Manager reviews a range of sources in determining its fair market valuation of the Solar Power Assets, including but not limited to:

- discount rates publicly disclosed by the Company's global peers;
- discount rates applicable to comparable infrastructure asset classes; and
- capital asset price model outputs and implied risk premia over relevant risk-free rates.

A broad range of assumptions are used in valuation models. Given the long-term nature of the assets, valuations are assessed using long-term historical data to reflect the asset life.

Where possible, assumptions are based on observable market and technical data. The Investment Manager also engages technical experts such as long-term electricity price forecasters to provide long-term data for use in its valuations.

The Investment Manager uses its judgement in arriving at the appropriate discount rate. This is and will be based on its knowledge of the market, taking into account intelligence gained from its bidding activities, discussions with financial advisers in the appropriate market and publicly available information on relevant transactions.

Typically, valuations prepared by the Investment Manager are and will be based, in part, on valuation information provided by the vendors of Solar Power Assets or Project SPVs. Although the Investment Manager evaluates all such information and data, it may not be able to confirm the completeness,



genuineness or accuracy of such information or data. In addition, financial reports provided by the Project SPVs to the Investment Manager may be provided only on a quarterly or half yearly basis and generally are issued one to four months after their own respective valuation dates. Consequently, each quarterly Net Asset Value prepared by the Investment Manager contains information that may be out of date and require updating and completing. Shareholders should bear in mind that the actual Net Asset Values at such time may be different from the Company's published quarterly valuations.

## **8. ACCOUNTS, MEETINGS AND REPORTS**

The first accounting period of the Company was from the date of the Company's incorporation on 10 January 2019 to 31 December 2019. Subsequent accounting periods run from 1 January to 31 December of the given year.

The Company held its first annual general meeting in June 2020 and will now hold an annual general meeting each year. The annual report and accounts of the Company are made up to 31 December in each year with copies expected to be sent to Shareholders within the following four months. The Company also publishes unaudited interim reports to 30 June each year. The Company's financial statements are prepared in US Dollars in accordance with IFRS.

Any ongoing disclosures required to be made to Shareholders pursuant to the EU AIFM Directive and the UK AIFMD Laws are and will continue to be (where applicable) contained in the Company's periodic or annual reports published on the Company's website, or communicated to Shareholders in written form as required.

The Directors intend to continue to include in the Company's annual and half-yearly reports sufficient information relating to the Company's underlying investments and valuation methodologies to enable Shareholders to appraise the Company's Portfolio.

## **9. TAXATION**

Potential investors are referred to Part VI (Taxation) of this Prospectus for details of the taxation of the Company and of Shareholders in the UK.

Shareholders considering disposing of their Shares are advised to consider their investment objectives and their own individual financial and tax circumstances. Shareholders who are in any doubt as to their tax position should seek professional advice from their own adviser.

## PART II – THE MARKET OPPORTUNITY

Part II (The Market Opportunity) of this Prospectus contains the Investment Manager's current assessment of a diverse and evolving market by reference to which the Company has adopted its investment objective and policy.

### 1. INDUSTRY OVERVIEW

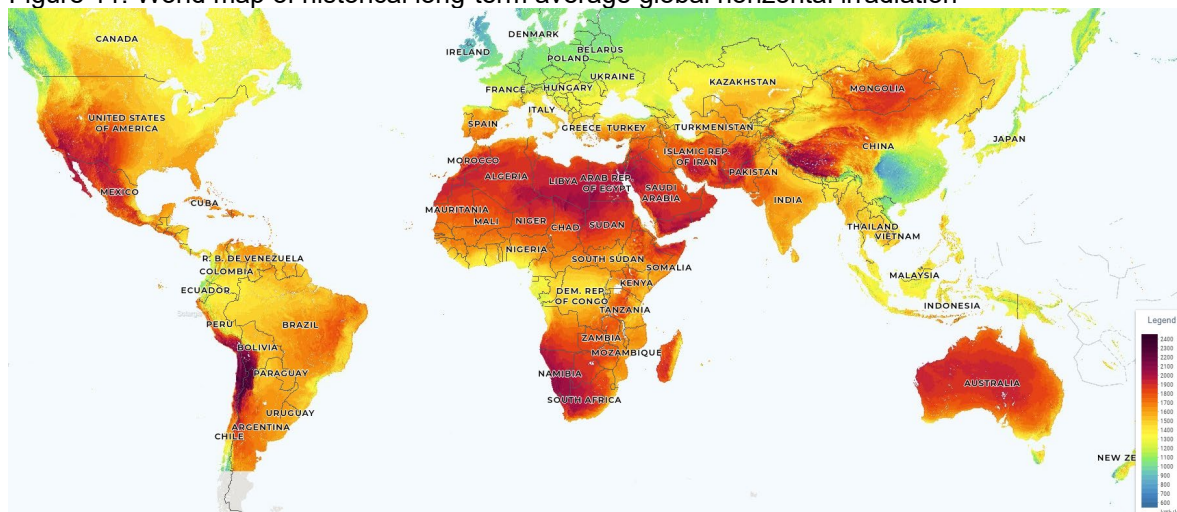
Solar power generation is a rapidly growing infrastructure investment opportunity, particularly in the United States.

#### *What is solar power?*

Solar power is electricity that is generated using the energy in sunlight. Photovoltaic solar ("**solar PV**") is a form of solar power that converts sunlight directly into electricity using photovoltaic cells aggregated in the form of a panel. This contrasts with other forms of solar, such as concentrating solar power or solar thermal, which convert sunlight into heat or steam which then generates electricity. The first commercial solar PV technologies were sold in the 1950s but low efficiency and high costs limited adoption. Since then the technology has seen dramatic cost-efficiency improvements and global deployment, with efficiency increasing by a factor of 10 and average pricing decreasing from over US\$1,700 per watt in the late 1950s to US\$0.19 per watt in 2020<sup>10</sup>.

Solar PV panels can be installed on a range of surfaces with sunlight exposure and have a range of applications including domestic (rooftop) and utility-scale generation. Utility-scale solar PV installations are generally constructed in designated areas called solar power plants where panels are ground mounted ("**utility-scale solar power plants**"). Many utility-scale solar plants now contain mechanical systems called trackers that position the panels to capture the maximum amount of solar energy throughout the day to improve efficiency. As shown in Figure 11 below, the amount of solar radiation available for electricity production is highly dependent on location and climate.

Figure 11: World map of historical long-term average global horizontal irradiation



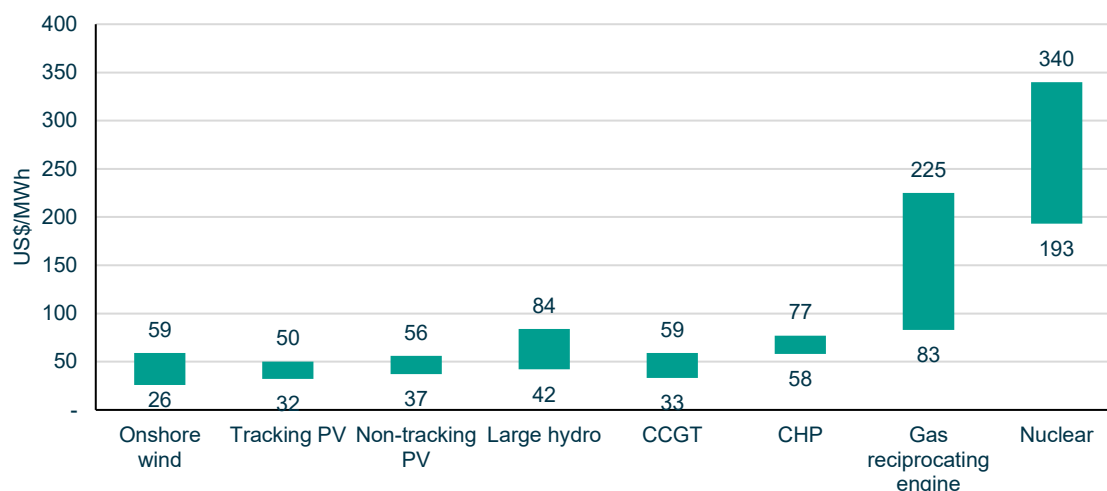
Source: Solar resource data was obtained from the Global Solar Atlas, owned by the World Bank Group and provided by Solargis. This data reflects long-term historical average data which, depending on the region, reflects data for the years 1994 to 2020.

The cost competitiveness of solar PV has already reached levels where, in many countries, adoption is driven by economics without the requirement of regulatory or legislative subsidies. The costs of generation technologies are typically compared using levelised cost of energy ("**LCOE**") which measures the total cost of building and operating an electricity generating facility plant over its life, and generating a return for the asset owner, divided by lifetime generation, and is expressed in US Dollars per MWh (US\$/MWh). As seen in Figure 12, the LCOE of utility-scale solar PV with trackers

<sup>10</sup> The US\$0.19 per watt figure is based on Q2 2020 solar photovoltaic multi module prices in the US

(or "**Tracking PV**") is competitive with traditional energy generation technologies in major international markets, including Asia, Europe and North America (US highlighted below in Figure 12).

Figure 12: US H1 2020 new build LCOE range (unsubsidized)



Source: Bloomberg New Energy Finance ("**BNEF**"), H1 2020 LCOE Update

### ***What is energy storage?***

Most electricity that is generated on a large scale is used as it is generated. Generators within an electricity grid are dispatched, or turned on and off, as demand rises and falls. Generation technologies such as coal, nuclear, and CCGT operate most efficiently when run continuously. These technologies are referred to as "baseload" and usually meet the "base", or minimum, demand on the grid. Other generation including open cycle gas turbines, diesel, oil, hydroelectricity<sup>11</sup> and geothermal is more easily "dispatched", or turned on and off. These technologies are generally used to meet the changes in demand over the base.

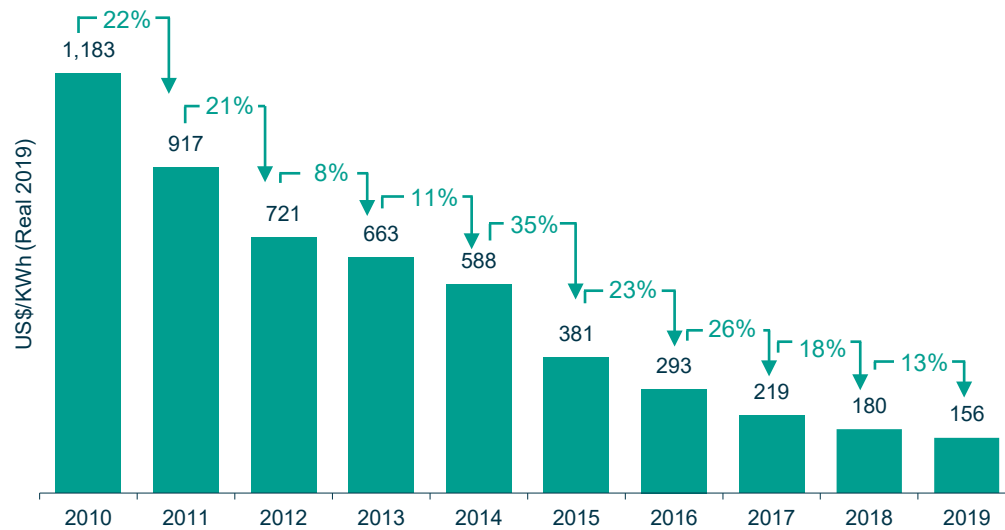
Renewable technologies such as solar and wind are neither baseload nor dispatchable as standalone generation assets. Both depend on the amount of sunlight or wind at any given point in time. Solar generates mainly when the sun is shining and wind only when the wind is blowing. This means that it is challenging to replace baseload and dispatchable generation with solar and wind alone, despite those technologies now being the cheapest form of new build generation. Energy and electricity can, however, be stored for later use. Examples of energy storage include batteries, heat sinks, pumped storage, compressed air, and flywheels.

In the past, little need existed for large-scale electricity storage because baseload and dispatchable fossil fuel generation was cheaper than intermittent renewables like solar and wind. Recently however, with the large decline in cost of solar, wind and storage technology, renewables plus storage have become a flexible and cost-effective solution to bolster power generation capacity as ageing thermal generation plants are retired. The decline in storage costs and the rapid growth in storage deployment can be seen in

<sup>11</sup> The dispatchability of hydro and geothermal depends on adequate resource availability

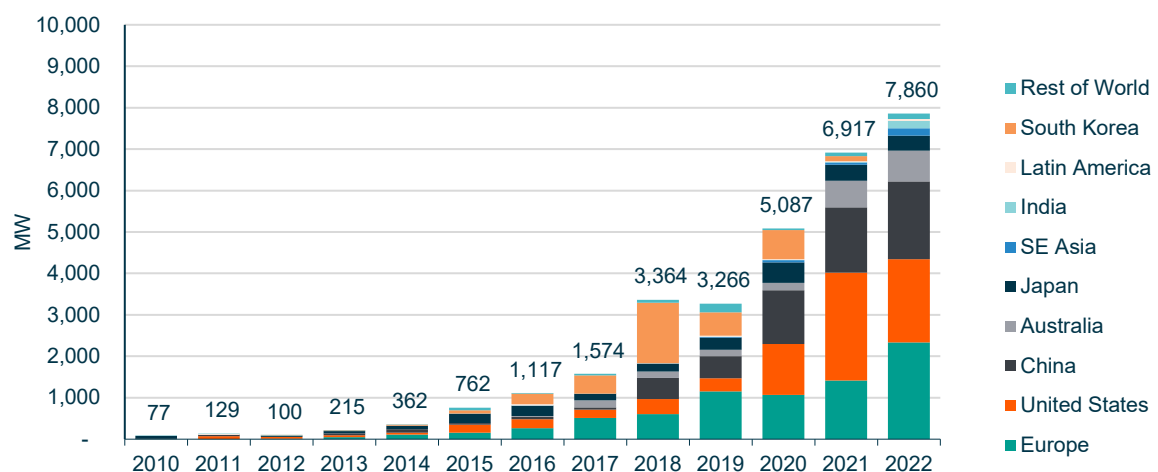
Figure **13** and Figure 14 below.

Figure 13: Lithium-ion battery price survey results: volume-weighted average



Data source: BNEF, 2019 Lithium-Ion Battery Survey Price

Figure 14: Global energy storage deployments (utility-scale and behind-the-meter) (MW)

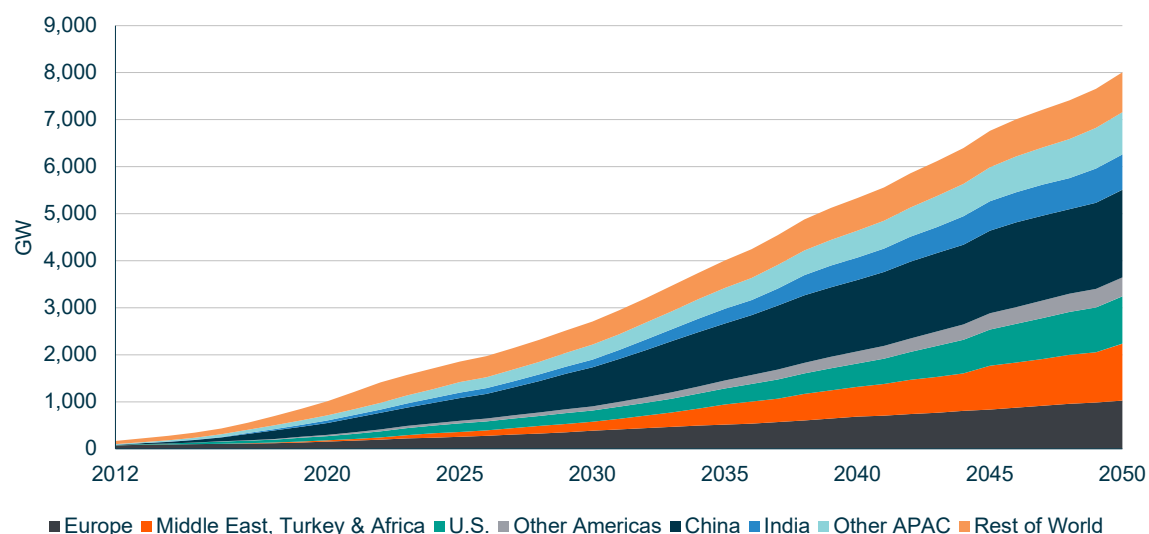


Data source: BNEF, 2H 2020 Energy Storage Market Outlook

### Global solar market

The global solar market has experienced unprecedented growth in recent years that is forecasted to continue for several decades. This growth will largely be driven by overall increased electricity demand, the ability to use storage with solar, continued cost reductions, as well as renewables replacing ageing traditional sources of generation. Figure 15 below highlights the growth trajectory of global cumulative installed solar capacity through 2050.

Figure 15: Global cumulative installed solar capacity, 2012 to 2050E

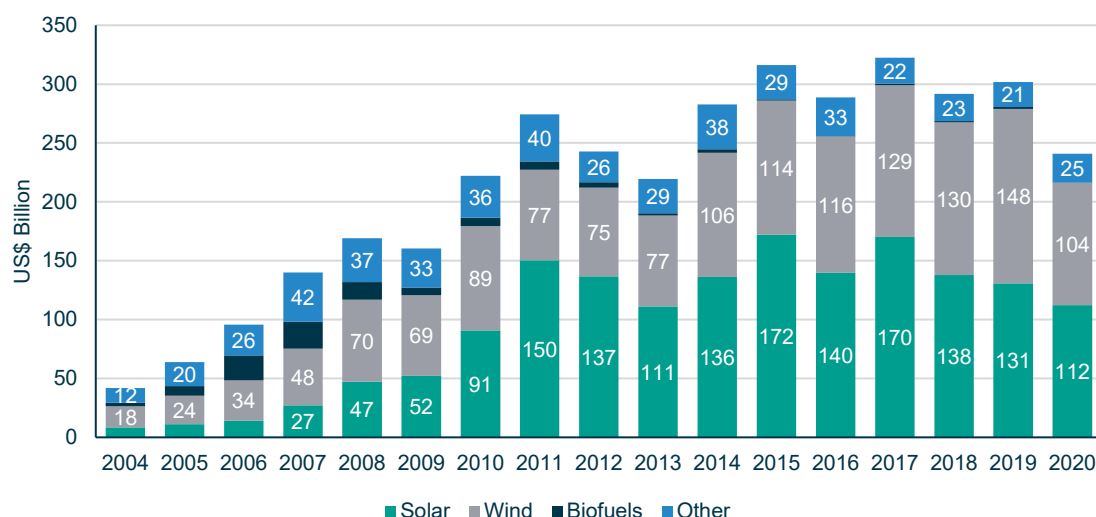


Data Source: BNEF: New Energy Outlook 2020

Global electricity demand is expected to continue to increase as populations grow and economies develop. In more mature, developed countries, increasing end-use electrification, such as electrification of railways and the shift to electric engines, is the predominant driver of electricity demand growth. This growth in demand for electricity is expected to be met by an increasing proportion of renewable electricity generation.

According to BNEF, renewable technologies are anticipated to account for 69% of global electricity generation in 2050, with the renewable generation proportion almost tripling between 2019 and 2050. Among these renewable technologies, solar PV has already become the leading technology for new investment. Figure 16 below illustrates the growth in investment in the renewable energy sector since 2004. Since 2010, global investment in solar energy has largely outpaced investment in all other renewables, including wind and biofuels.

Figure 16: Global new investment in clean energy by sector



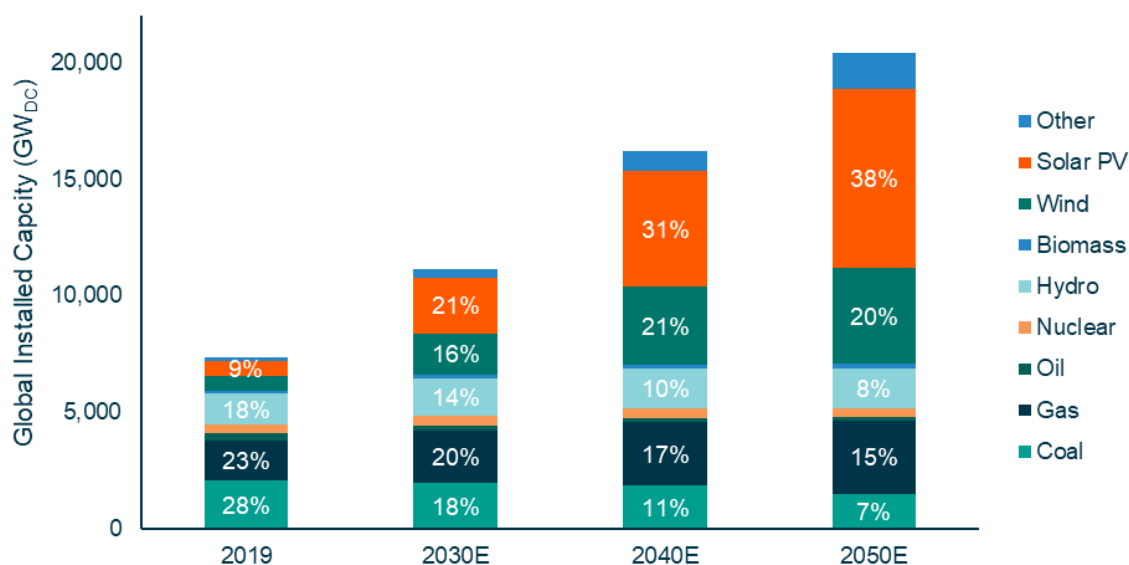
Data source: BNEF, Clean Energy Investment Trends dataset, December 2020

As shown in Figure 17, BNEF predicts this trajectory will continue and solar PV will form a greater

share of the global energy mix, replacing retiring fossil fuel plants. By 2050, installed solar PV capacity is expected to exceed 7,600GW<sub>DC</sub>, representing 38% of total global generation capacity. This implies a compound average growth rate in annual solar PV generation capacity installations of 8.3% between 2020 and 2050.

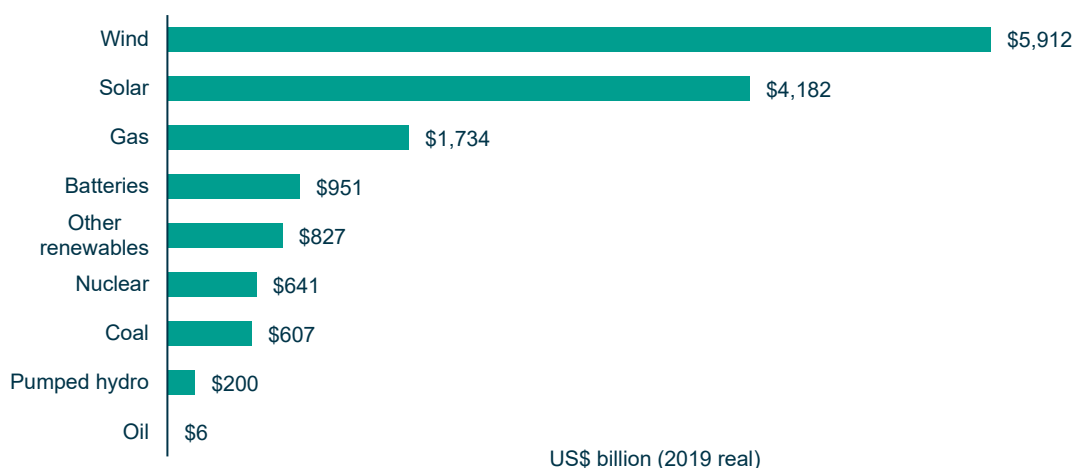
BNEF forecasts approximately US\$15.1 trillion will be invested in new renewable generation capacity during this same period. Solar PV is forecasted to be a leading component of this investment at approximately US\$4.2 trillion, around 30% lower than wind investment despite higher capacity installation forecasts as it is much less capital-intensive per megawatt. Figure 18 below highlights the global investment in new generation by technology from 2020 to 2050.

Figure 17: Global installed electricity generation capacity (2019 to 2050E)



Data source: BNEF, New Energy Outlook 2020

Figure 18: Global investment in new generation capacity by technology, 2020 to 2050E



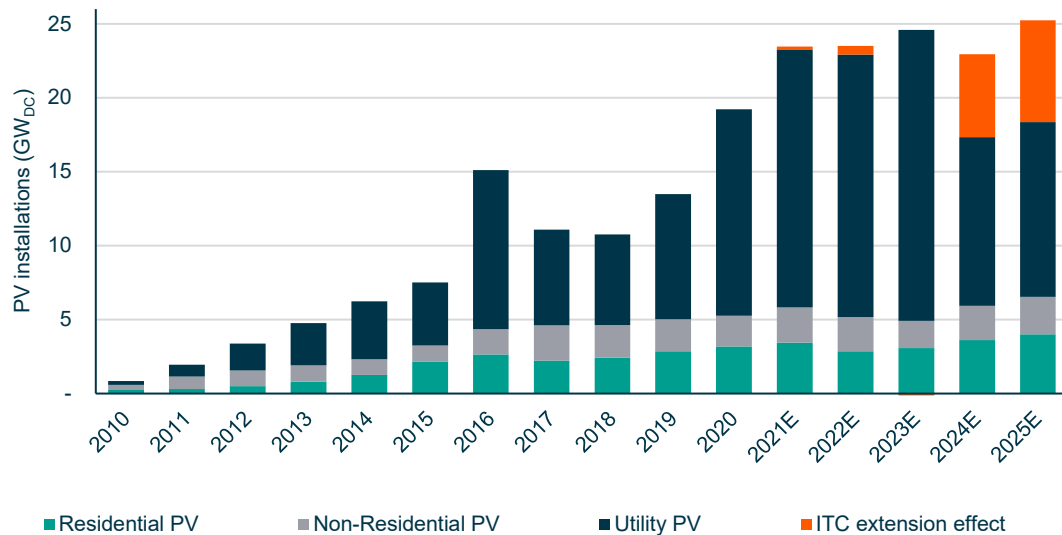
Data Source: BNEF: New Energy Outlook 2020

### US solar market

The US is a leading global solar market and is expected to experience continued strong growth in the future. The Company believes this growth will largely be driven by the improving cost competitiveness of solar PV and, to a lesser extent, the continued support of state and federal incentive schemes. Figure 19 below shows the recent and projected growth in the US solar market

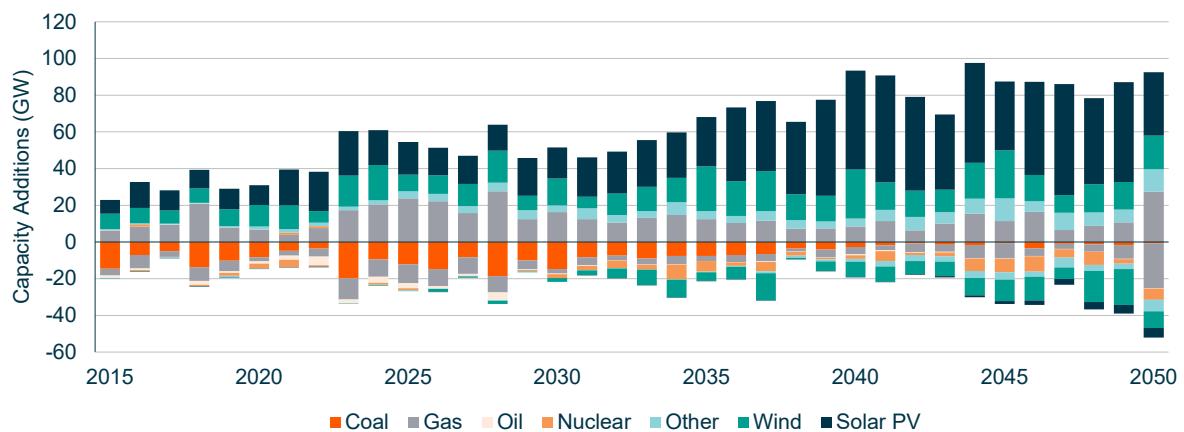
from 2010 through 2025. As depicted, utility-scale solar PV has and will continue to account for the largest share of annual installations in the US solar market, with the forecast 86.6GW of utility-scale solar installations between 2021 and 2025 expected to require a total investment of over US\$87 billion at a cost of US\$1 per watt. Furthermore, the US Energy Information Administration ("EIA") expects solar PV to form an increasingly larger share of the US generation mix over time as solar PV, and other renewables, and new gas generation continue to replace older fossil fuel plants such as coal. Figure 20 below illustrates the annual generating capacity additions and retirements forecasted through 2050.

Figure 19: Projected growth in the US solar market



**Source:** Wood Mackenzie, U.S. Solar Market Receives a New Year Present, two-year solar ITC extension, January 2021

Figure 20: US Annual electricity generating capacity additions and retirements (2015 to 2050E)



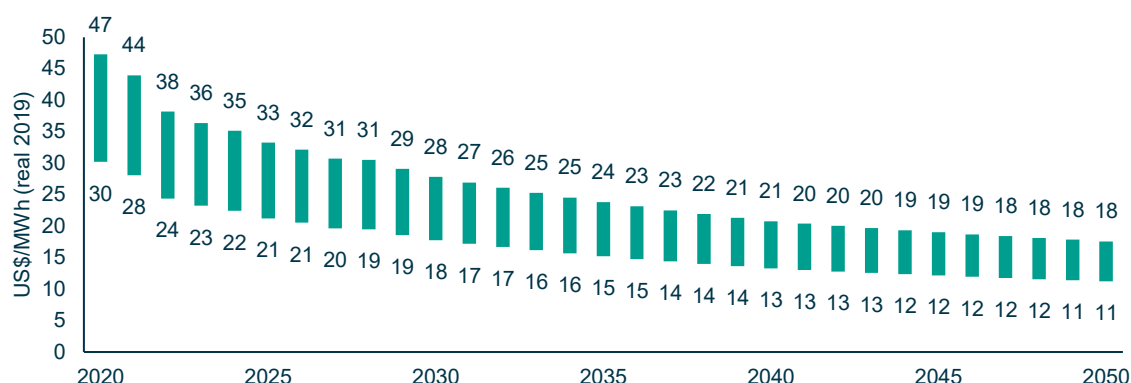
**Source:** BNEF, New Energy Outlook 2020

The continued growth in the US solar market will be driven primarily by the increasing cost competitiveness of solar PV technology and supported by available state and federal policy support. Figure 21 below shows the forecast decline in LCOE for utility-scale solar PV through 2050. The analysis assumes no subsidies for renewables or price on carbon emissions for fossil fuels, so



represents underlying energy costs. BNEF has forecast that solar PV will be the cheapest unsubsidised form of new build generation technology in the US by 2030.

Figure 21: Forecast LCOE range – US, PV tracking (2020 to 2050E)



Data Source: BNEF, LCOE Comparison and Visualization

There are two main levels of government support for US solar projects. Federal subsidies apply to a project built anywhere in the US and state based subsidies apply to projects based on the state in which they are built.

Federal support, the Investment Tax Credit ("ITC"), was introduced in 2005 to give project owners tax credits for installing designated renewable energy generation equipment. This program has been highly successful in driving renewable adoption in the US. The ITC for solar PV projects provides an immediate tax credit of the eligible capital costs for qualifying solar projects. The recently approved US legislation to extend US\$900 billion of coronavirus relief and decree US\$1.4 trillion in federal spending and tax extensions also contained consequential clean energy support measures. These measures included an increase to the ITC, meaning a 26% ITC for projects that begin construction by the end of 2022, which falls to 22% for projects that begin construction by the end of 2023 and falls again for projects commencing construction from 2024 to 10% for large scale solar projects. and to zero per cent. for small scale solar projects.

Typically, many developers and equity investors do not have sufficient taxable income to fully use these tax attributes. Therefore, many investment structures for solar PV assets in the US include Tax Equity Partners, who have the capacity to use tax attributes in a shorter timeframe alongside equity investors. Tax Equity Partners include banks, other financial institutions, insurance companies, and large corporates. Such structures often include mechanisms to allow Tax Equity Partners to exit the project at an agreed time.

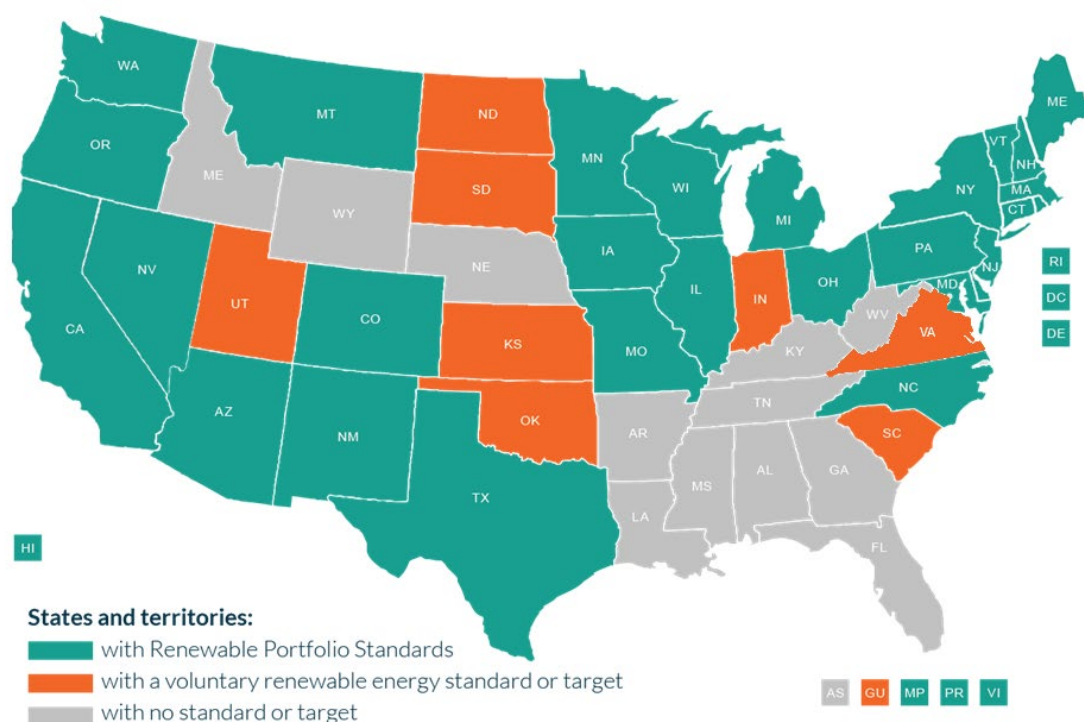
The ability of a Tax Equity Partner to generate value from tax attributes, including the ITC, over a shorter time horizon allows it to invest in solar PV projects, generate a return through a combination of savings on other tax liabilities and project cash distributions, and then have a clear pathway to exiting the investment if it does not have an appetite to be a long-term holder in the project.

Tax credit programmes have been used in the US for many years to encourage private investment in projects and businesses that provide a public benefit to individuals, families or communities, enable historical preservation, or provide clean energy. Along with renewable energy, tax credit programmes exist for low-income housing, urban and rural housing, and historical preservation. Structures allowing Tax Equity Partners to more efficiently use tax attributes associated with Solar Power Assets have been successfully used for more than ten years.

At the state level, the number of renewable energy installations varies widely, largely by state-level priorities rather than the renewable resource in the region (e.g. sunshine or wind). Renewable Portfolio Standards ("RPS") have historically been the primary driver of state renewable adoption in the last decade. RPS targets set the minimum electricity generation from renewables with the intent of accelerating renewable investment and adoption. A summary of states with RPS targets can be found in Figure 22 below. In addition, many of these states include carve outs that require specific

levels of electricity generation from solar PV. According to the Berkeley National Laboratory, from 2008 to 2014, 60–70% of new renewable energy capacity installed in the US was attributable to satisfying RPS obligations. However, in Q3 2020, RPS obligations accounted for 17% of utility PV projects contracted. While there are many factors driving this shift, what is notable is the decline in the levelised cost of energy (“**LCOE**”) for renewables as detailed above and the associated rise in economic-driven utility and corporate procurement of power from renewable sources.

Figure 22: US state renewable portfolio standards



Source: © National Conference of State Legislatures, 2020

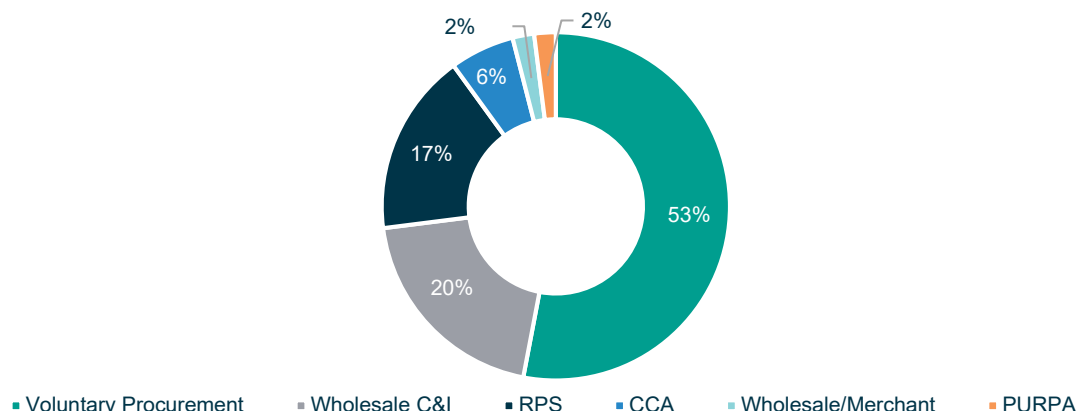
In addition, the Investment Manager believes the shift in utility and corporate views on environmental and social awareness is having a positive impact on the large-scale adoption of solar PV in the United States. In light of falling costs of renewable resources and mounting shareholder pressures to include sustainable factors in strategic decisions, PPAs and other clean energy contracting has continued to surge among businesses and corporations. Corporate PPA volumes for clean energy reached 38.3 gigawatts (GW) in the United States through August 2020. This is more than triple the number of corporate PPAs by the end of 2017.

Likewise, US-based utilities have also recognised the cost and margin benefits of adopting renewable energy, working towards decarbonizing existing plants and replacing retired plants with renewables.

This shift in the drivers of solar adoption is further evidenced in

Figure **23** below illustrating that 75% of utility-scale solar power plants in the US were driven by economic procurement factors (voluntary procurement, wholesale C&I & wholesale/merchant) rather than regulatory mandates. The Investment Manager believes this fundamental shift will help to further solidify the continued growth of the US solar market in the future.

Figure 23: Driving factors for utility PV projects contracted at Q3 2020



**Source:** Wood Mackenzie, Q4 2020 US Solar Market Insight

In the US, the growth of the solar industry is largely driven by cost-competitiveness. Solar is the cheapest form of new build power generation across most of the US, which can help keep electricity costs down even as the country makes an ambitious move toward clean energy and away from fossil fuels.

In December 2020, the pandemic relief package included a two-year extension on the ITC for solar systems across the US, with the solar ITC remaining at 26% for projects that begin construction by the end of 2022 (previously set to drop from 26% to 22% for projects that begin construction in 2021). The ITC then steps down to 22% for projects that begin construction by the end of 2023 and then 10% for projects commencing construction from 2024 onwards. Although these changes do not impact the Company's current operating portfolio, the Investment Manager expects to see increased acquisition opportunities later in 2021 through 2023, and that the other components of the relief package will have a positive impact on the already buoyant renewable energy market in the US.

With President Biden now in the White House, the renewables industry is poised for strong support and growth. Biden has released an outline of the "Build Back Better" plan that includes a US\$2 trillion investment towards deploying decarbonisation technologies within the economy, targeting a carbon-free power sector by 2035. Wood Mackenzie projects that to achieve this goal, there would need to be at least US\$2.2 trillion deployed in renewables and energy storage, driving US utility-scale capacity additions to be at least 100GWDC per year by 2025 onwards (capacity currently projected to be 11.8GWDC in 2025).

Also in December 2020, alongside the extension of the ITC, was an R&D funding package comprising approximately US\$35 billion for Department of Energy programs over the next five years. Some of the solar related areas of research and development that will benefit from the funding include:

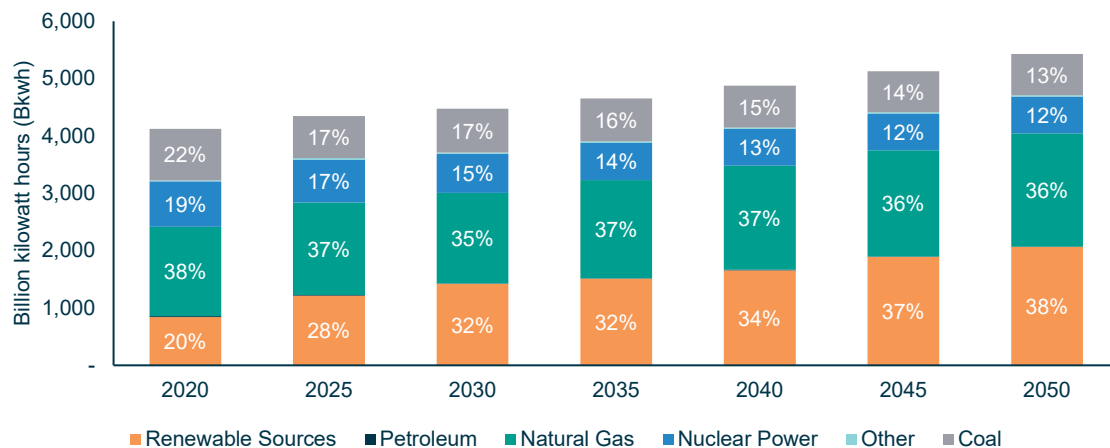
- Programs to improve solar PV energy efficiency and cost-effectiveness, solar panel manufacturing and recycling and the integration of solar power into the grid;
- Research into energy storage commercialization including multihour-duration distributed batteries and control systems to manage their interaction with the grid, plus long-duration storage technologies such as pumped hydro and compressed-air energy storage;
- Grid modernization technology to improve the integration of renewables, batteries and electric vehicles and develop technology standards and control platforms to manage these applications;

The legislation also directs the Interior Department to set a target of at least 25 gigawatts (GW) of solar, wind and geothermal production on public lands by 2025. The Biden administration has stated that it intends to streamline permitting and to lower the costs of developing renewable energy on public lands.

## US electricity market supply, demand and pricing

The EIA expects that, in the context of relatively modest electricity demand growth (with upside if electric vehicle uptake is faster than expected), the primary drivers for new generation capacity installations will be the retirement of older, less-efficient fossil fuel units. Reductions in technology costs, particularly solar PV, the implementation of policies that encourage the use of renewables at the state level and at the federal level (wind production tax credits and the solar ITC), and the abundance of competitively priced shale gas means that renewables and natural gas will be the primary source of new generation capacity, replacing both retirements and meeting new demand. Figure 24 below shows renewables overtaking coal by 2025, and renewables and gas continuing to increase their share of total electricity generation volume over the forecast period.

Figure 24: Historical and forecast electricity generation by fuel (2020 to 2050E)

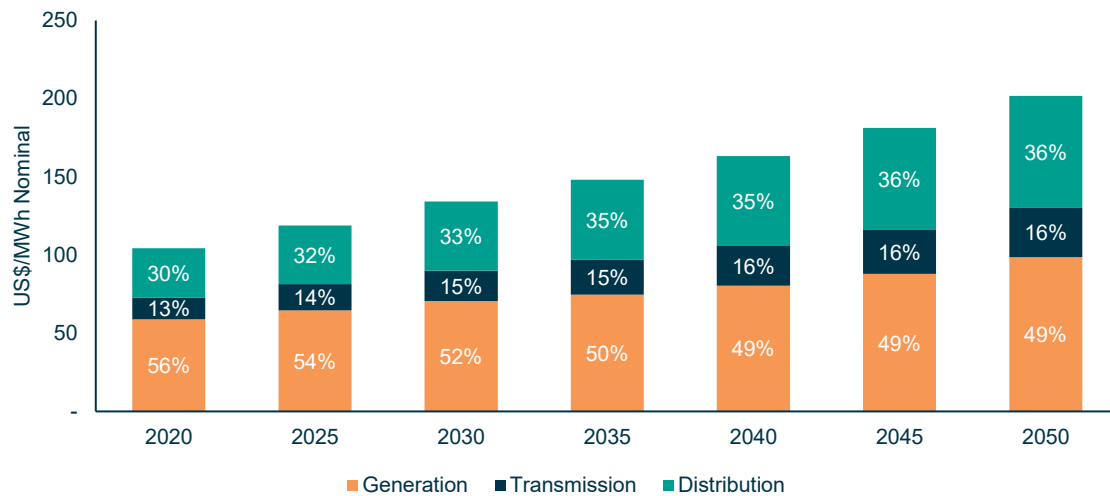


Source: EIA 2020

The forecast electricity price is made up of three key components: generation, transmission and distribution; which are expected to diverge in terms of price growth. Generation currently accounts for approximately 56% of electricity costs however by 2050 the EIA expects that it will drop to approximately 49% due to slower price growth than the other two components; transmission, and distribution.

Figure **25** illustrates the expected cost growth of the three components as well as their relative weightings over the forecast period.

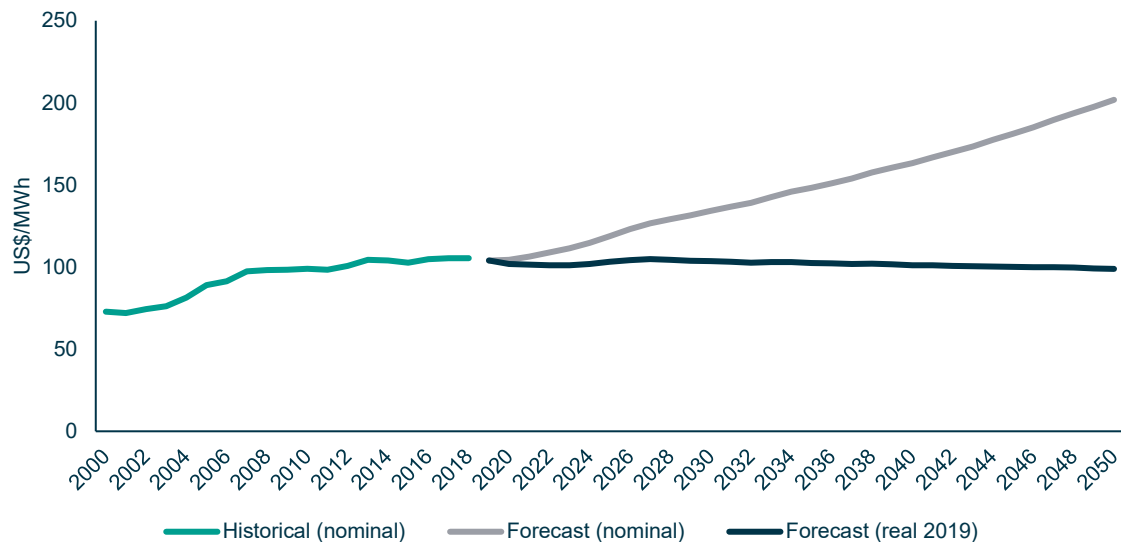
Figure 25: Forecast end-user average prices and composition (2020 to 2050E)



Source: EIA 2020

As shown in Figure 26, nominal end-user price growth is expected to be broadly consistent with average growth since 2000, however this will be driven by higher growth in transmission and distribution prices, and lower growth in generation prices due to renewables. In real terms, this translates to an expectation of flat real average electricity pricing across the US. From an investment perspective, the forward outlook for electricity prices is important in terms of estimating the revenue of Solar Power Assets when the initial PPA term has expired.

Figure 26: Historical and forecast average end-user electricity prices in the US (2000 to 2050E)



Source: EIA 2020

## 2. INVESTMENT OPPORTUNITY

The Investment Manager believes there is an opportunity to earn attractive risk-adjusted returns from an investment in the proposed assets as well as the US solar power market more broadly for the reasons set out below.

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

It is expected that the Net Initial Proceeds will be used to fund two transactions: (1) the refinancing of the Heelstone Portfolio, on accretive terms for the Company, and (2) Tranche 2 of MS2, being the acquisition of a further 25% of MS2, bringing the Company's total ownership of the asset to 50%, increasing portfolio diversification and exposure to a strong operating asset.

The two transactions provide potential benefits to the overall Portfolio by reducing the quantum of gearing and improving the terms of such gearing, together with improving diversification and increasing the size of the overall Portfolio. The amount allocated to each transaction will depend on the quantum of the Net Initial Proceeds but, if the Company raises Net Initial Proceeds of US\$105 million, it is expected that US\$82.5 million will be allocated to the refinancing of the Heelstone Portfolio and US\$22 million will be allocated to the further investment in MS2.

In the event that the Net Initial Proceeds is an amount greater than US\$105 million, the Company and the Investment Manager may elect to allocate more money to the Heelstone Portfolio refinancing or may elect to invest such Net Initial Proceeds (or the net proceeds of any Subsequent Placing) in one or more Solar Power Assets in North America, and other OECD countries in the Americas, in accordance with the Investment Policy.

In the event that either: (a) the Net Initial Proceeds is an amount less than US\$105 million; or (b) either the full refinancing, or the completion of Tranche Two of MS2, is not possible for any reason, the Company and the Investment Manager may determine to undertake a smaller refinancing and/or to use the balance of the Net Initial Proceeds, if any, for acquisitions of Solar Power Assets in accordance with Investment Policy.

### ***An established Company and Investment Manager with demonstrated origination, diligence and execution capabilities***

The universe of active renewable asset acquirers and owners is relatively narrow given the complexity of the market and the competitive landscape. The track record and experience of buyers is highly scrutinised by the sellers of renewable assets to minimise their transactional execution risk.

The Investment Manager has a dedicated team of experienced investment and renewable energy professionals focused on sourcing, evaluating and transacting on new investments for the Company. This team currently consists of over 20 professionals with substantial relevant investment and acquisitions experience, supported by specialists in project management, capital markets, tax and legal fields. This structure has enabled the Investment Manager to compete and reach scale despite the narrow field of active renewable asset acquirers and owners, having deployed or committed over US\$1.3 billion across 57 projects in four years.

The Investment Manager has also established strong relationships with developers, PPA counterparties, EPC Contractors and financiers through its market activity over recent years. These relationships have allowed the Investment Manager to access a pipeline of attractive investment opportunities which may be otherwise unavailable to other market participants.

The Investment Manager has demonstrated the value of the team and track record with the Company's progress since IPO in April 2019, having invested the IPO proceeds in a diversified portfolio of 42 projects totalling 493MW<sub>DC</sub> across four states and nine Investment Grade Offtakers. The Company has invested in both operating and in-construction assets, successfully managing the in-construction assets to completion within the expected time frame. As the Portfolio is now fully operating, the Company confirms its 2021 annual cash-covered dividend target of 5.5 cents per Ordinary Share, within the timing set out at IPO.

### ***Compelling asset class***

Solar power generation is a rapidly growing infrastructure investment opportunity in the US. At current prices, forecast build over the next five years requires over US\$87 billion of capital. The favourable regulatory regime in the US is expected to result in an increase in acquisition opportunities in 2021 and 2022, but the increasingly competitive cost of solar means that solar is expected to be the predominant source of new electricity generation in the US going forward, even without the current regulatory

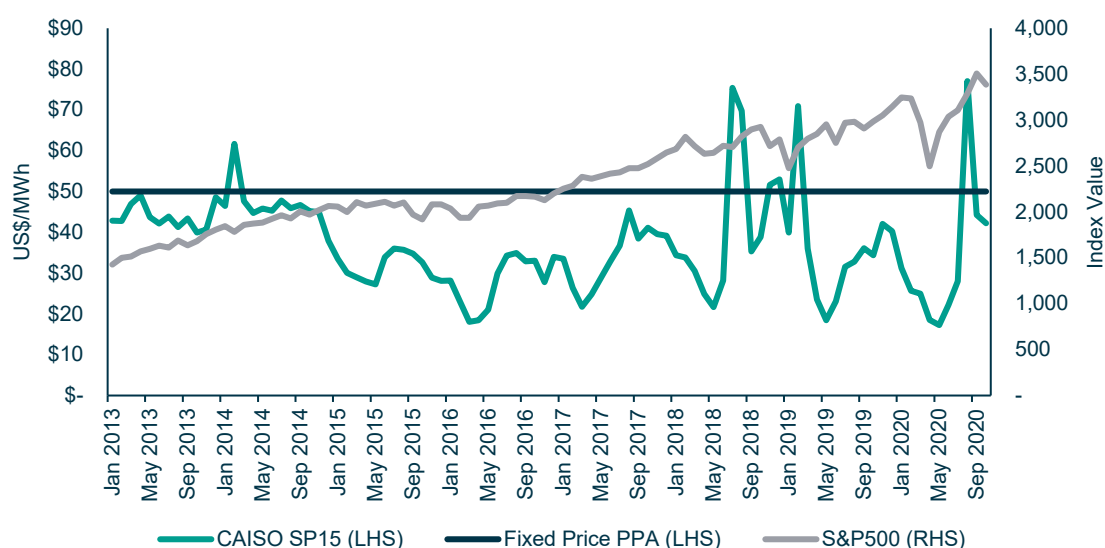


support. The US solar power market includes large and creditworthy counterparties participating as developers, constructors, service providers and financiers.

### **Uncorrelated contracted cash flows**

The Investment Manager targets assets that are expected to produce stable cashflows backed by long-term PPAs with creditworthy (predominantly Investment Grade) Offtakers. Figure 27 illustrates the revenue certainty provided by a long-term fixed nominal price PPA relative to generating revenue in more volatile wholesale markets. In addition, the contracted cash flows associated with these assets are by nature, uncorrelated to global equity and fixed income markets. The Investment Manager believes these predictable, contracted cash flows provide investors exposure to attractive risk-adjusted returns while providing diversification from traditional investment classes.

Figure 27: Historical pricing variability (2013-2020)



Source: CAISO SP15 electricity price curve from Wood Mackenzie, S&P 500 pricing data from Bloomberg.

Note: CAISO SP15 represents wholesale electricity prices in a region in California

### **Reduced revenue variability from a diversified portfolio**

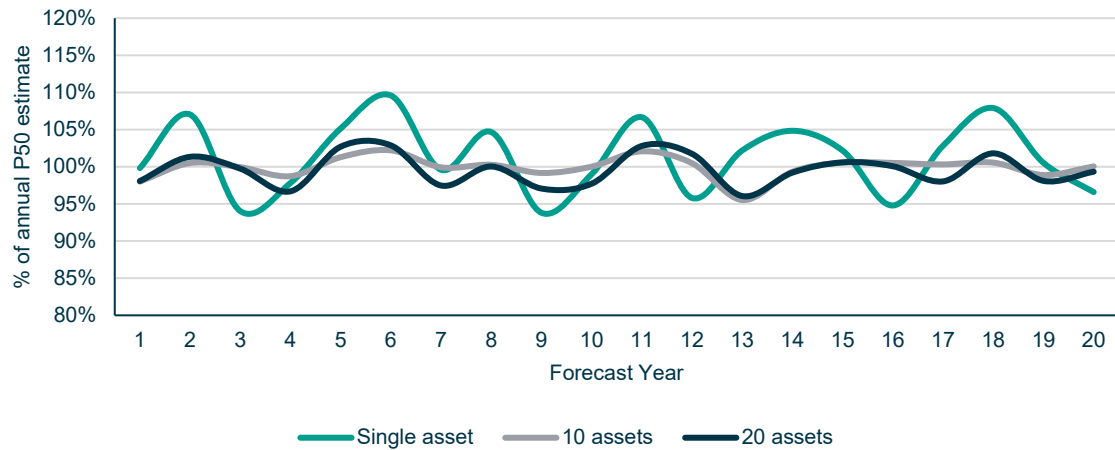
The Investment Manager believes a well-diversified portfolio of Solar Power Assets can deliver a high certainty of attractive risk-adjusted returns. While generation from a utility-scale solar power plant will vary by day, variability is reduced significantly on a monthly or annual basis. This variability is further reduced through a geographically diverse portfolio of Solar Power Assets.

Figure **28** below illustrates this potential reduction in production variability from a diverse portfolio relative to a single asset. For investors seeking exposure to multiple renewable energy technologies, utility-scale solar power plants have also demonstrated a lower long-term variability than wind projects. Project revenues for wind can vary year to year by 15-20%, but solar PV variability generally averages around 5%, depending on the region<sup>12</sup>.

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<sup>12</sup> BNEF – Profiling the risks of Solar and Wind, 2013

Figure 28: 20-year resource forecast

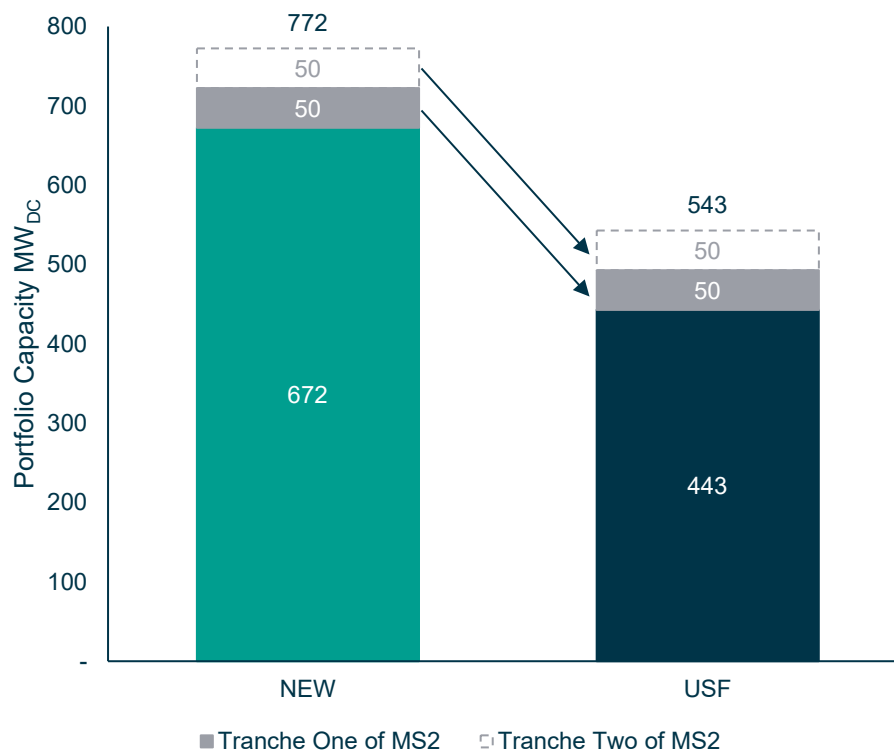


Source: Representative analysis is based on resource modelling of a Nevada solar project

### ***Investment Manager incentives are aligned***

To align the incentives of the Investment Manager with those of investors, the Initial Shareholder (an Associate of the Investment Manager) invested more than US\$5 million as part of the Company's IPO. These Shares are subject to a lock-up agreement restricting disposal for three years. Additionally, the Investment Manager receives 10% of the annual Management Fee in the form of Ordinary Shares, as further detailed in the section entitled "Management Fee" in section 7 of Part IV (Directors, Management and Administration) of this Prospectus.

Figure 29: Investment Manager's solar power plant portfolio capacity as at 31 December 2020



Source: New Energy Solar Manager

### 3. USE OF PROCEEDS AND PIPELINE

It is expected that the Net Initial Proceeds will be used to fund two transactions: (1) the refinancing of the Heelstone Portfolio, on accretive terms for the Company, and (2) Tranche 2 of MS2, being the acquisition of a further 25% of MS2, bringing the Company's total ownership of the asset to 50%, increasing portfolio diversification and exposure to a strong operating asset.

The two transactions provide potential benefits to the overall Portfolio by reducing the quantum of gearing and improving the terms of such gearing, together with improving diversification and increasing the size of the overall Portfolio. The amount allocated to each transaction will depend on the quantum of the Net Initial Proceeds but, if the Company raises Net Initial Proceeds of US\$105 million, it is expected that US\$82.5 million will be allocated to the refinancing of the Heelstone Portfolio and US\$22 million will be allocated to the further investment in MS2.

In the event that the Net Initial Proceeds is an amount greater than US\$105 million, the Company and the Investment Manager may elect to allocate more money to the Heelstone Portfolio refinancing or may elect to invest such Net Initial Proceeds (or the net proceeds of any Subsequent Placing) in one or more Solar Power Assets in North America, and other OECD countries in the Americas, in accordance with the Investment Policy.

In the event that either: (a) the Net Initial Proceeds is an amount less than US\$105 million; or (b) either the full refinancing, or the completion of Tranche Two of MS2, is not possible for any reason, the Company and the Investment Manager may determine to undertake a smaller refinancing and/or to use the balance of the Net Initial Proceeds, if any, for acquisitions of Solar Power Assets in accordance with Investment Policy. Details of the two transactions are laid out below.

#### **Refinancing**

In January 2020, the Company announced the successful acquisition of a 177MW<sub>DC</sub> operating portfolio from a subsidiary of Heelstone Renewable Energy, LLC (the "**Heelstone Portfolio**"). The existing capital structure includes approximately US\$147.6 million of project level debt, an amount larger than is typical for this portfolio with a portion being supported by post-PPA merchant cashflows. The level of gearing, debt structure, and the interest rate environment at the time the debt facilities were established, mean that the cost of this debt is approximately 3.50% higher than the cost of debt the Company expects it could achieve by refinancing with a smaller facility.

The Company has engaged with project finance partners and has received proposals to refinance the existing project level debt to reduce the level of gearing (thereby reducing risk to equity cashflows), significantly reduce interest costs, and improve levered cash yields; while maintaining overall returns from the portfolio.

Figure 30: Illustrative use of proceeds for the refinancing

USD in millions	Refinance Portfolio (Status Quo)	Illustrative Refinancing	Pro Forma Capitalization
<b>The Company's Equity</b>	40.9	82.5	<b>123.4</b>
<b>Existing Debt</b>	147.6	(147.6)	-
<b>New Debt</b>	-	65.1	<b>65.1</b>
<b>Total</b>	<b>188.5</b>	<b>-</b>	<b>188.5</b>
USD in millions	Existing Debt	Pro-Forma	Delta
<b>Principal</b>	147.6	65.1	<b>(82.5)</b>
<b>Interest Rate<sup>13</sup></b>	6.25%	c. 2.75%	<b>(3.50%)</b>

<sup>13</sup>Interest rate of the existing debt represents 2020 weighted average interest rate. Interest rate on new debt based on illustrative rate informed by recent market feedback as of 31 December 2020

This restructuring will be of benefit to the Company, reducing overall gearing, reducing sensitivity to changes in key assumptions including long-term power prices, and enhancing dividend coverage.

### ***Tranche Two of the MS2 Transaction***

On 29 March 2021 the Company acquired 25% of MS2 with an option to acquire a further 25%. Tranche Two comprises that option for the Company to acquire a further 25% interest for US\$22 million subject to a performance-based adjustment mechanism which can adjust the price upwards or downwards by up to US\$1 million. The Company may exercise the Tranche Two option for up to 12 months from Tranche One completion, with Tranche Two completion subject to the same customary third party consents as Tranche One.

As described in section 4 (The Company's Portfolio) of Part I (Information on the Company) of this Prospectus, MS2 is a 200MW<sub>DC</sub> operating solar plant located in the Imperial Valley of Southern California. MS2 has a 20-year PPA with Southern California Edison, that commenced in June 2020. Under the PPA, 100% of the electricity generated by MS2 is sold to Southern California Edison ("SCE") at a fixed price, escalating each year by an agreed percentage. SCE, a subsidiary of Edison International, serves a population of more than 15 million people and is the primary electricity provider for central, southern and coastal California.

Including Tranche Two of MS2, the Company's portfolio would grow to 543MW<sub>DC</sub>, further increasing the overall size of the portfolio as well as the percentage of assets in California. California has been a small share of the total portfolio to date, and this improves diversification by geography.

### ***Revolving credit facility and pipeline***

In December 2020, one of the Company's wholly-owned US subsidiaries signed a new US\$25 million revolving credit facility with Fifth Third Bank National Association (the "FTB Facility"). The FTB Facility provides liquidity for capital expenditures, working capital and general corporate purposes. It increases the Company's flexibility to consider bolt-on acquisition opportunities before raising new equity. As the Company grows, the FTB Facility could grow in parallel to further support the Company's growth. The FTB Facility may be used to fund transactions, allowing the Company to commit to transactions in the pipeline and then raise capital for projects that have already been acquired into the portfolio. Whilst deploying over US\$1.3 billion across 57 projects, the Investment Manager has developed a large pipeline of high-quality assets through established relationships, with an aggregate value of approximately US\$2.7 billion<sup>14</sup> as of 31 December 2020. The pipeline has remained robust since the Company's IPO ranging from US\$1.9 billion to US\$4.8 billion at any given quarter.

The Investment Manager continues to see strong demand within the US utility-scale solar market, largely driven by utilities announcing more solar procurement targets in their integrated resource plans, backing aggressive state renewable targets. Wood Mackenzie has forecasted 87GW<sub>DC</sub> of utility-scale solar to come online between 2021 to 2025. With this dynamic, the Investment Manager intends to continue to participate in competitive processes and bilateral or relationship-based processes to build an attractive portfolio of assets.

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<sup>14</sup> Based on cash equity enterprise value

## PART III– INVESTMENT PHILOSOPHY AND PROCESS

This Part III (Investment Philosophy and Process) sets out the investment strategy and approach which the Investment Manager follows when implementing the Company's investment objective and policy.

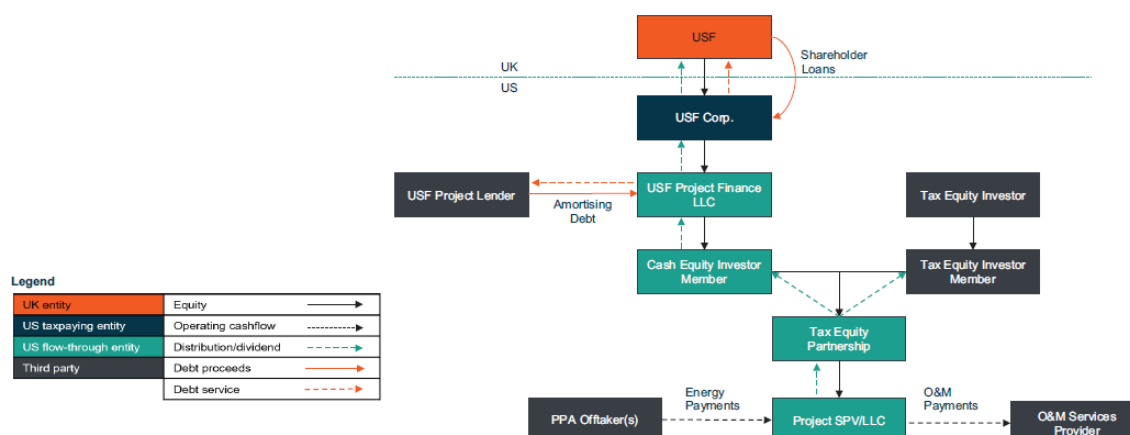
### 1. INVESTMENT APPROACH

The Investment Manager undertakes asset acquisitions for the Company from developers or existing solar farm owners, primarily in the United States but it may also make investments in other OECD countries in the Americas. The Investment Manager has established relationships with experienced solar developers and operators, allowing access to a robust pipeline of opportunities in these target markets. The Investment Manager believes attractive risk-adjusted returns can be generated in renewable energy by identifying and acquiring assets with strong cash flow profiles, backed by long-term PPAs with Investment Grade Offtakers at attractive valuations. The Investment Manager evaluates construction-ready, in construction, or operational utility-scale Solar Power Assets on these merits. The Company expects that any construction-ready or in construction Solar Power Assets would be operational within 12 months from the time of commitment. As some Offtakers execute PPAs more than 12 months in advance of the required commencement date, the Company may commit to acquire assets which will be operational more than 12 months from the time of commitment, but will seek to limit capital commitments before construction commences.

#### Investment Structure

The Company may acquire, directly or indirectly, project companies which own Solar Power Assets through a variety of structures including subsidiary companies, sub-trusts and US or other offshore partnerships or companies. Figure 31 below sets out a simplified proposed structure of the Company and its Associates, showing an individual Project SPV and an illustrative debt structure. The actual holding and/or structure below USF Corp. may vary.

Figure 31: Illustrative group structure



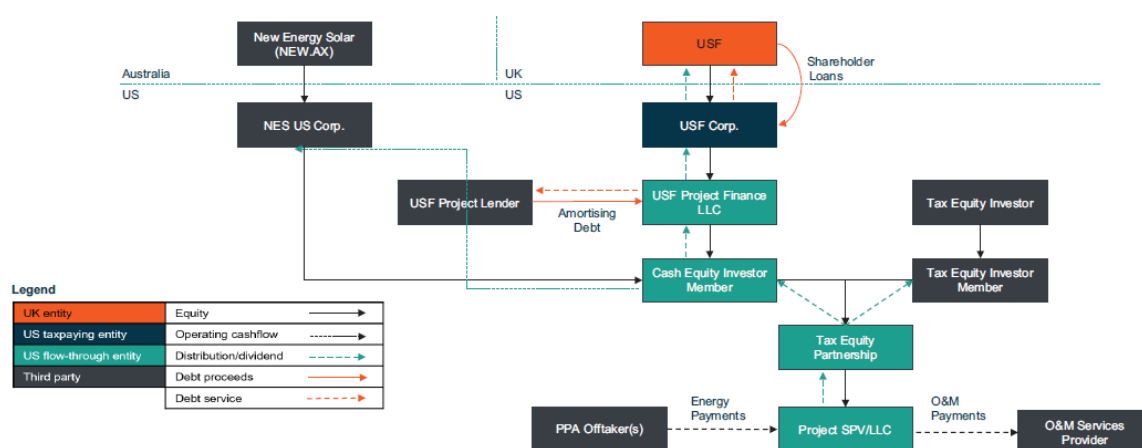
#### Co-investment

The Investment Manager would consider a minority investment with a third-party holding the majority only when there is a compelling reason to do so. The Investment Manager would only consider a minority investment where, in the Investment Manager's opinion, such opportunity:

- represents an attractive price/potential return;
- involves a credible partner which is experienced, is of good credit and has interests that align with those of the Company;
- involves a compelling reason for partnership, such as potential for other deals, gain knowledge of a new sector or geography; and
- includes acceptable minority protections, including customary stipulations such as: (i) that any major changes to the asset or any key contracts be reserved matters; (ii) restrictions on sale to unacceptable third-parties; or (iii) favourable tag/drag-along rights.

The Company may also acquire Solar Power Assets under co-investment arrangements with other clients managed by the Investment Manager (in accordance with the Investment Manager's allocation policy) or third-party co-investors. In particular, the Company has the right to participate, *pari passu*, with New Energy Solar, an investment fund managed by the Investment Manager, in any investment in a Solar Power Asset identified by the Investment Manager (as further set out in section 2.2 of Part IV (Directors, Management and Administration) of this Prospectus). The proposed structure for any co-investment opportunity with New Energy Solar is set out in Figure 32 below.

Figure 32: Indicative co-investment structure



Where the Company co-invests with a third party it will adopt customary shareholder protections which, taken together and in the reasonable opinion of the Investment Manager, will reflect fairly the interest of each co-investor and the co-investors collectively, in that investment. Further, to avoid exposure to third-party co-investors, any equity commitment will be either funded upfront at financial close of the investment or supported by appropriate collateral such as bank letters of credit. If a co-investor plans to use debt proceeds to fund part or all of their investment, such co-investor will be required to arrange this debt prior to the Company entering into a co-investment structure.

### Project Financing Approach

The Company expects to undertake several project financing approaches depending on the opportunity. Operational Solar Power Assets may be acquired with financing from Tax Equity Partners and Long-Term Debt in place. For construction-ready or in construction Solar Power Assets, a developer may deliver a project with financing arranged, or expect the buyer to arrange their own financing. The Company expects to acquire assets under both scenarios but currently targets assets where it can arrange and structure financing from its Tax Equity Partners and additional debt financing where required. This approach allows the Company to have greater control over the process and reduce execution risk.

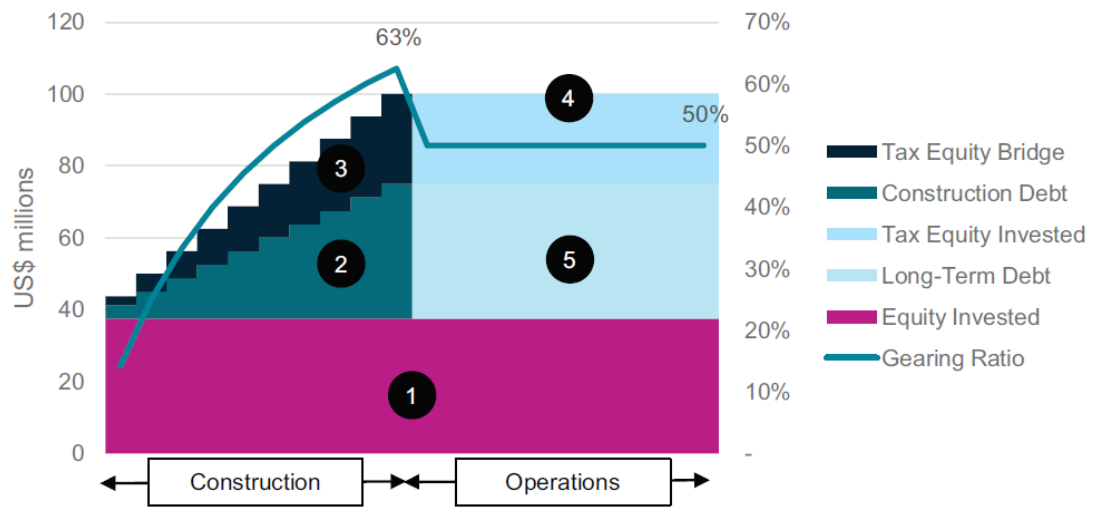
The Company will not enter into forward funding agreements of development projects, but it may provide liquidity to developers by paying refundable deposits that are returned to the Company if a project does not proceed, or applied to a replacement project. Full funding will only occur when Solar Power Assets have all necessary agreements and approvals in place to commence construction.

The limits on Gearing set out in section 2 of Part I (Information on the Company) of this Prospectus are applied on an aggregated basis across the entire Gross Asset Value of the Company, any intermediate holding companies and the Project SPVs. Accordingly, it is possible that the Gearing levels of one or more Project SPVs may exceed such limits during the life cycle of the relevant Solar Power Asset.

Figure **33** below sets out an illustrative example of the capital structure of an example Solar Power Asset during the distinct construction and operational phases.



Figure 33: Illustrative financing structure



Notes to

**Figure 33**

**Construction phase.** Construction equity (shown as item 1 in the above Figure) is generally invested first, and will typically comprise 10 to 50% of the estimated Gross Asset Value of the Solar Power Asset depending on the planned operational capital structure. Construction debt is drawn down to finance the construction of the Solar Power Asset. Construction debt generally comprises: (i) a construction loan (shown as item 2 in the above Figure) typically sized to match planned Long-Term Debt; and (ii) a tax equity bridge loan (shown as item 3 in the above Figure), which provides construction capital until the Tax Equity Partner funds their full investment at or near construction completion.

**Operational Phase.** When the asset is placed in service the Tax Equity Partner funds their full investment which pays off the tax equity bridge loan (as shown at item 4 in the above Figure). From this stage, the Tax Equity Partner is an equity participant in the project, so their investment is not a project liability and is not included in the Gross Asset Value calculation. Details on how Tax Equity Partners invest and earn a return are set out in the section "US solar market" of Part II (The Market Opportunity) of this Prospectus. Also at this time or shortly thereafter, Long-Term Debt is drawn down (as shown at item 5 in the above Figure), which pays off the construction loan.

### ***Investment in and management of the Solar Power Assets***

#### ***Characteristics of the investments***

The Investment Manager intends to focus primarily on investments with PPAs or a comparable contractual offtake agreement with creditworthy (predominantly Investment Grade) Offtakers. The Investment Manager intends that these PPAs would be of at least 10 years in duration from the commencement of operations (on a weighted average portfolio basis where multiple Solar Power Assets are acquired in a single transaction), but would target PPAs with terms of 15 to 20+ years where possible. The Investment Manager also evaluates opportunities based on other contractual details of the PPAs including fixed versus variable pricing arrangements, buyer protections against Curtailment of delivered energy, termination provisions and other key elements. In addition, the Investment Manager evaluates certain PPA structures (i.e. contracts for differences) and the location of the project to mitigate basis risk, the difference in pricing from where electricity is delivered by the Solar Power Asset and the PPA settlement price.

The Investment Manager uses an integrated approach as it relates to investment management and asset management. The asset management team is responsible for investment monitoring and management with the objective of generating returns from the asset that are consistent with the basis on which it was acquired and realising upside value through optimisation and expansion. The asset management team and investment team work closely to apply these same principles to investment decisions. The investment team uses actualised data gathered from the existing portfolio to refine key assumptions and seek or avoid project attributes that the Investment Manager has deemed to reduce the risk-adjusted return of an asset. This process allows the Investment Manager to continuously improve investment decisions and increase the overall quality of its project portfolio.

The Company may acquire the following types of interests in assets which meet its investment criteria as set out above:

- direct interests: where the Company owns the assets directly;
- indirect interests: where a wholly or majority owned entity of the Company owns assets directly;
- co-investment interests: where a joint venture entity (such as a trust or special purpose company) established by the Company and one or more joint venture partners owns assets directly;
- debt investment: where the Company provides debt financing, either directly or indirectly through underlying entities; and
- such other investment means as considered appropriate by the Investment Manager or, if applicable, the Board.

#### ***Construction and maintenance of the Solar Power Assets***

For Solar Power Assets that are either construction-ready or in construction, an EPC Contractor is appointed by the relevant Project SPV in respect of the engineering, procurement and construction obligations relating to the construction or development phase of a Solar Power Asset. The Investment Manager has strong relationships with a number of EPC Contractors that it believes to be of good standing, with a strong track record.

The Investment Manager seeks to ensure that any contract with the EPC Contractor, and the other contracts relating to the relevant project, will contain sufficient protections to ensure that the Company will be adequately compensated should it suffer any losses due to any delays or defects in the completion and construction of the Solar Power Asset, or if commissioning of the Solar Power Asset is never completed. Such contractual protections may take the form of liquidated damages (which may be capped), a general right to damages, or a right to terminate one or more project agreements.

The Company outsources operations and maintenance ("**O&M**") services to suitably qualified third-party contractors who are of good standing and are capable of enhancing the performance of Solar Power Assets. The O&M Contractor is typically appointed by the relevant Project SPV and supervised by the asset management team of the Investment Manager. The O&M Contractor is typically subject to performance standards including minimum levels of availability and compliance with operational standards. These services will be periodically tendered with a view to improving the quality of service and/or lowering Company operating costs.

The Company does not expect that all, or a majority of, the Solar Power Assets will have the same EPC Contractor, O&M Contractor, or use the same solar panel manufacturer. The Company will seek to diversify its exposure to EPC Contractors, O&M Contractors, and solar panel manufacturers across the Portfolio by contracting, where commercially practicable, with a range of suitably qualified and creditworthy contractors and manufacturers. There are, however, portfolio benefits available from contracting multiple sites with the same O&M Contractor which the Investment Manager will take into consideration when appointing such contractors. Given that contractual arrangements with O&M Contractors can typically be terminated on notice or for cause, enabling O&M Contractors to be replaced relatively easily, the credit exposure to O&M Contractors is considered to be small. Across the Portfolio, as at 31 December 2020, a total of four EPC Contractors and five O&M Contractors had been appointed across the Solar Power Assets.

## **2. INVESTMENT PROCESS**

### **2.1 Role of the Investment Committee**

All investment decisions proposed by the Investment Manager must be reviewed by the Investment Manager's internal investment committee (the "**Investment Committee**") before being submitted to the applicable counterparty. The Investment Committee's role is to make recommendations to the Investment Manager in relation to proposed and existing assets and activities of the Company, together with reviewing any diligence or report on a potential acquisition produced by the Investment Manager. The Investment Committee has no formal decision-making power and neither the Company nor the Investment Manager is bound by recommendations of the Investment Committee.

### **2.2 Acquisition and Asset Management Principles**

The Investment Manager uses six key acquisition and asset management principles to guide the Investment Process. At each stage of the Investment Process, the relevant opportunity is checked against these principles for alignment with target criteria.

*Principle 1 – Seek Solar Power Assets with long-term contracted offtake agreements with creditworthy counterparties.*

The Investment Manager considers counterparty and merchant energy exposure on a portfolio basis and may consider non-Investment Grade or merchant offtake for individual assets if there is a portfolio benefit to doing so.

*Principle 2 – Acquire Solar Power Assets at a time which minimizes exposure to development risks but maximises the Company's competitive advantage compared to mature asset acquisitions.*

In the project lifecycle, risks and potential returns are highest in earlier development stages when “binary development risks” exist. Binary development risks include all risks which could prevent the project from proceeding at all, whether that be because of an inability to proceed or because the cost of mitigating or eliminating the risk renders the project unviable. Generally acquiring completed assets which have operational history carries less risk but provides reduced returns. The Investment Manager seeks to identify opportunities as early as possible but invest only once binary risks are eliminated or mitigated, and residual risks during construction and operational phases are understood and priced. This means that assets may be acquired at the commencement of construction, during construction, at completion of construction, or once complete.

*Principle 3 – Form strong relationships with credible and capable project developers, construction partners and vendors who can offer a pipeline of investment opportunities.*

There are substantial efficiency benefits in establishing relationships with project counterparties such that repeat transactions are possible. Repeat transactions result in lower transaction cost per acquisition given the ability to agree and establish processes and key terms for future transactions. Such repeat transactions also allow the counterparty to source or develop opportunities which closely fit the Company’s mandate and portfolio preferences, reducing screening and initial diligence costs. From the counterparty perspective, having insight into the Company’s appetite and required returns reduces the cost of taking such opportunities to market.

*Principle 4 – Prioritise bilateral acquisition negotiations over competitive auction processes.*

Although the Company participates in any competitive process it believes could result in the acquisition of attractive assets, bilateral or relationship-based processes represent a lower risk investment of time and cost. Such bilateral processes also allow the building of the types of relationships outlined in Principle 3 above.

*Principle 5 – Participate in mid-market segments where team capability and track record offer a competitive advantage*

Although smaller assets can offer higher returns, and larger assets allow deployment of larger amounts of capital per transaction, the Investment Manager has identified an attractive mid-market segment in the US. This segment offers attractive returns and opportunity sizes that allow efficient deployment of time and cost in diligence and negotiation, but also tend to be of a size that screens out some larger competing investors. The segment includes the 5 – 80MW<sub>DC</sub> utility-scale sector in the US, corporate PPAs (including multinational (OECD) PPAs) and large commercial and industrial on-site, or “behind the meter” installations.

*Principle 6 – Pursue opportunities to realise embedded growth option value and scale benefits in assets through active asset management.*

The Investment Manager actively considers the growth option value inherent in the Company’s investments in light of both current and future potential technologies. Such option value could include the installation of storage infrastructure on-site which uses existing interconnection to provide offtake flexibility and/or network services to counterparties or utilities, or the addition or replacement of hardware or technology to improve or increase asset performance. Additionally, as the Portfolio grows, the Investment Manager seeks to identify and pursue opportunities to reduce cost and/or improve performance by aggregating or optimising asset management including O&M contracts, reporting, counterparty interface, and other key asset management activities.

## **2.3 Investment Decision**

### *Step 1: Market Review*

The investment process begins with a review of the target markets and identification of renewable energy assets that meet the Company’s investment objective and comply with its investment policy.

The Investment Manager assesses the universe of potential opportunities by engaging with developers and owners of potential assets, as well as other market participants.

The Investment Manager screens potential asset acquisitions to determine if the target assets meet the Company's investment objective and comply with its investment policy and whether to proceed with further evaluation. This initial assessment often includes the receipt of a financial model and an information memorandum from the counterparty. The Investment Manager evaluates the opportunity on several attributes including but not limited to:

- Project size and location;
- PPA pricing, term, offtaker, contractual provisions;
- Post-PPA merchant pricing;
- Developer track record;
- Operational history (where applicable);
- Stage of development (where applicable); and
- Other project specific attributes

The Investment Manager evaluates the opportunities to assess the financial return metrics required to achieve the investment objective. The Investment Manager focuses on several key metrics including the IRR over the life of the project, IRR over the term of the PPA and annual and average cash yield metrics over a 5-year and 10-year period. The Investment Manager reviews these primary metrics under both unleveraged and leveraged scenarios.

#### *Step 2: Due Diligence*

Once an asset has been identified as a potentially attractive acquisition candidate, the Investment Manager develops a proposal for the potential transaction, including the substantive terms and anticipated due diligence costs (to the extent it is reasonably practicable to include such information). If after consultation with the Investment Committee, the Investment Manager determines to proceed, the Investment Manager undertakes due diligence enquiries consistent with the approved budget and seeks to negotiate the terms of the proposed transaction.

During due diligence, the Investment Manager gives specific attention to:

- a. investment analysis including review of the investment jurisdiction and any applicable regulations and/or incentives;
- b. key risks and mitigants;
- c. valuation modelling review, which may include engaging independent experts to assist in the assessment of the assumptions, inputs, outputs and functionality of the valuation model;
- d. existing or independent engineering reports;
- e. the cost build-up of the asset construction;
- f. legal due diligence with focus on material contracts including PPAs (where applicable) and O&M Contracts (where in place at acquisition);
- g. the creditworthiness of all counterparties (with focus on Offtakers);
- h. independent environmental and viability studies used in the initial planning applications for the target asset and, where required, conducting its own environment and technical due diligence compliance on the asset;
- i. the funding strategy and optimal acquisition structure through internal discussions and external communication with advisors and financiers; and
- j. pricing and returns of the target asset.

#### *Step 3: Deliberation and Decision*

Once the Investment Manager has compiled its due diligence findings, it then finalises the asset and legal due diligence as well as the acquisition's structure and funding and presents an investment proposal to the Investment Committee. Once approved by the Investment Committee, the Board is then provided with information relating to the acquisition, and have the opportunity to make enquiries, but the Investment Manager is not required to, and generally does not, submit individual investment

decisions for the approval of the Board if they fall within the Investment Manager's delegated authority. Following discussion with the Investment Manager and Board, the Investment Manager then finalises negotiations with the vendor and arrange for completion of the acquisition of the asset.

#### *Step 4: Asset Management*

Once acquired, the Investment Manager takes an active approach to investment monitoring and asset management with the objective of generating returns from the asset that are consistent with the basis on which it was acquired and realising upside value through optimisation and expansion.

The asset management team of the Investment Manager oversees operational performance and contractual management across the Portfolio. During investment opportunities and evaluation, the Investment Manager: liaises with the asset management team to provide a seamless transition of the acquired asset into the Portfolio; familiarises the respective teams with the operational and logistical components of the asset; and prepares for ongoing asset management responsibilities.

The Investment Manager and the asset management team focus on six key areas in their investment monitoring and asset management strategy, based on objective and subjective measures, and key benchmarks. Key areas of focus are:

- portfolio performance and balance: measure and manage overall portfolio performance, and ensure portfolio metrics align with the strategy;
- asset performance: measure and manage individual asset generation, performance and financials (including investment returns and capital growth), and maximise alignment with targets at acquisition;
- financing and capital structure: maintain alignment with portfolio-level gearing targets, review capital management approach, identify opportunities to optimise capital structure;
- contractor performance: measure and manage contractor performance and compliance with contracted obligations. Review contractor and service provider matrix and identify opportunities for standardisation and optimisation;
- compliance requirements: maintain corporate level compliance with relevant regulatory and counterparty requirements; and
- key interfaces and counterparty performance: monitor and manage key interfaces at asset and corporate level including joint venture partners, PPA energy buyers, interconnection counterparty, contractors, financier, and community stakeholders.

## **2.4 ESG considerations**

The Company and Investment Manager focus on acquiring and onboarding operational Solar Power Assets and managing the construction processes for in-construction Solar Power Assets in line with its Investment Policy. During each of these stages, environmental, social and governance ("**ESG**") factors are considered by the Investment Manager and the Company, as outlined below.

### *ESG during diligence and acquisition*

During the diligence phase of the acquisition of a Solar Power Asset, the Company and the Investment Manager will:

- complete (or will procure the completion of) environmental site assessments for all Solar Power Assets and will seek to obtain certification that all projects comply with applicable local, state, or federal law;
- review and consider any climate-related risks;
- seek to ensure that O&M Contractors obtain and maintain all permits required under applicable laws, including environmental regulations, for each facility and operate them accordingly; and
- seek to ensure that EPC Contracts require third parties to conduct themselves and their processes to the highest standard of environmental control and compliance with all applicable laws. Strict controls are implemented to avoid any spill contamination, hazardous substances, trade sanctions in supply chains, and waste containment, among others.

Prior to construction or investment, it is expected that each Solar Power Asset site will have, as part of the EPC Contract, an agreed health and safety plan that explicitly outlines health, safety and security measures to be employed at each site at all times and includes various state and federal laws to which all contractors, subcontractors, and site visitors must adhere, as well as injury reporting and investigation and corrective action processes.

#### *Site-specific ESG initiatives during ownership*

As Solar Power Assets are onboarded and in-construction Solar Power Assets become operational, site specific KPIs will be implemented based on a list of potential measures for each asset. Given the size of and the many different ecological environments in, the United States, the measures used for each site will depend on the local environment as well as the size of the Solar Power Asset, as different measures will be appropriate for different size assets. The list below includes potential measures that may be implemented and options that are being considered at various of the Company's sites:

##### *Environmental*

- grazing of sheep or livestock;
- planting of local / indigenous grasses, plants or wildflowers; or
- implementation of sustainable drainage and flood control measures;

##### *Social*

- attendance at local community and government meetings to maintain community engagement and dialogue;
- ongoing relationship development with O&M Contractors, EPC Contractors, and landowners to encourage local community engagement and contribution;
- effective complaint reporting and handling;
- engagement with local education institutions to help develop understanding of renewable energy; or
- contributions to select local and regional charitable organisations.
- on site, all injuries and incidents must be reported immediately, and reporting is followed by a well-documented investigation process, detailed report, and corrective action.

##### *Governance*

- periodic and regular review of safety statistics and site visits with site service providers to ensure compliance with local and regional laws and the Investment Manager's ESG practices; and
- annual review of contract compliance (including health and safety plans) with service providers at the sites of the Solar Power Assets.

#### *Alignment with the United Nations' Sustainable Development Goals ("UNSDG")*

In 2015, the United Nations developed 17 Sustainable Development Goals to enable individuals, organisations, corporations, and government to implement, record and measure their approach to addressing global challenges including poverty, inequality, and climate change.

The Company is aligned with the UNSDG goals and has selected two core goals to which the Company believes it can most measurably contribute.

	<b>Affordable and Clean Energy</b>	<b>Decent Work and Economic Growth</b>
Relevant Target	<b>7.2</b> "By 2030, increase substantially the share of renewable energy in the global energy mix"	<b>8.8</b> "Protect labour rights and promote safe and secure working environments for all workers, including migrant workers, in particular women migrants, and those in precarious employment"

Reporting	Measurement of carbon impact of Solar Power Assets; development of strategic plans for Solar Power Assets at end of life (e.g. solar panel recycling)	Reporting on health and safety strategic initiatives, planning and incidents at Solar Power Assets owned by the Company
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## UNSDG 7.2

Investing in utility-scale solar to provide attractive risk-adjusted returns for investors is, by its very nature, a compelling investment for investors focused on sustainability and ESG. It contributes positively and materially to the world's growing awareness of, and momentum to address, the impact of human activity on the environment and climate. Importantly, through developing utility-scale Solar Power Assets and contracting the PPAs with various Offtakers, the Company directly contributes to the share of renewable energy in the global energy mix.

The Company intends to include in its annual and half-yearly accounts: (i) a report on the carbon impact of Solar Power Assets, including analysis of the contribution of the Portfolio towards the goal of reducing CO<sub>2</sub> emissions; and (ii) its strategic plans for Solar Power Assets at the end of their life.

As at 31 December 2020, the 41 solar power projects in the Company's Portfolio have a combined capacity of 443MW<sub>DC</sub>. This power is generated without producing emissions and importantly, also replaces fossil-fuel generated power, thereby displacing CO<sub>2</sub> emissions. As the Company's 41 assets are now all operational, they will be responsible for displacing more than an estimated 618,000 tonnes of CO<sub>2</sub> every year. Including MS2 in the Portfolio, the CO<sub>2</sub> emissions displaced by the Company's Solar Power Assets were 679,000 tonnes, equivalent to powering 92,000 US homes or removing 147,000 US cars off the road every year.

As a sustainably focused business, the Company is conscious of its obligations to carefully consider and plan for the future disposal of solar panels. Given the Company's Solar Power Assets are relatively new, with only 8% of capacity (including all acquisitions) being operational for greater than five years and the majority being operational between two and five years, the business has not yet had to manage the disposal of large quantities of solar panels, due to the assumed solar asset life of 35+ years per project.

During construction and operation, the solar panels employed in the Company's Solar Power Assets have proven to be very robust and rates of damage and waste have been very low. With respect to the bulk of the panels installed at the Company's solar power projects the Company intends to establish a solar panel recycling approach that can facilitate the recovery of valuable secondary raw materials and promote high levels of reuse. To this end, the Company is investigating the recycling programs available in the industry and the approaches of its development and construction partners.

## UNSDG 8.8

When an acquired Solar Power Asset is yet to be constructed, an EPC Contract must be agreed upon and signed before construction. This EPC Contract will contain a comprehensive and systematic health and safety plan that explicitly outlines certain requirements according to each site location and layout of the Solar Power Asset. This plan incorporates health, safety and security measures required by various state and federal laws to which all contractors, subcontractors and site visitors must adhere.

A site health and safety committee is established for each project location, comprised of field representatives and management from the EPC Contractor once construction commences. These representatives must obtain appropriate construction safety certification (known as "OSHA36") and are responsible for daily safety briefings. The representatives also facilitate weekly "toolbox" meetings, designed to address potential safety concerns on-site, and ensure the implementation of preventive safety measures.

Once a site is operational, and upon appointment of O&M contractors, a Safety and Health Management Plan is implemented. These plans provide personnel working at the site with a



framework for addressing safety and health in the workplace with the goal of preventing any fatalities, injuries, illnesses and equipment damage. The approach is based on the principle that nearly all worksite fatalities, injuries and illnesses are preventable.

The Company and the Investment Manager are also focused on injury reporting and investigation as it allows for review of existing preventive measures, thereby reducing the likelihood of a similar event occurring in the future. All injuries and incidents must be reported immediately on the construction site, followed by an investigation process, detailed report and corrective action.

The Company intends to include in its annual and half-yearly accounts reporting on health and safety strategic initiatives and incidents at Solar Power Assets owned by the Company. During the twelve months to 31 December 2020, there were two recordable injuries and one lost time accident on site. In March, there was a foot injury on one of the Acquisition Two construction sites which resulted in lost time. The Investment Manager has worked with Horne Brothers Construction (the EPC provider) to determine the root cause of the accident and has completed a review of the incident with corrective actions. At the Milford construction site, there were two separate incidents over the period, a fractured wrist in April and an arm laceration in June. McCarthy, the EPC contractors, have investigated the root cause of these accidents and have since made corrections to their operating procedures to prevent further injuries.

The Company and Investment Manager continue to monitor and maintain health and safety management policies and take a preventive and proactive approach when dealing with health and safety hazards, rigorously implementing safety practices and improving them where applicable.

## 2.5 **Disclosure relating to Sustainability Risks**

### *The manner in which sustainability risks are integrated into their investment decisions*

For these purposes, a “**Sustainability Risk**” is an environmental, social or governance event or condition that the Investment Manager (New Energy Solar Manager Pty Limited) currently considers could have a material negative impact on the value of one or more investments in the Company’s Portfolio.

A summary of the Investment Manager’s approach to integrating a consideration of Sustainability Risks into its investment decision-making processes is set out below in the section entitled “*The results of the assessment of the likely impacts of sustainability risks on the returns of the financial products they make available*”.

The Company and Investment Manager focus on acquiring and onboarding operational Solar Power Assets and managing the construction processes for in-construction Solar Power Assets in line with its Investment Policy. During each of these stages, environmental, social and governance (“**ESG**”) factors are considered by the Investment Manager and the Company.

The Company promotes environmental or social characteristics but does not have as its express objective a sustainable investment. The Company will make available to any investors from an EEA Member State the disclosure required pursuant to Article 8(1) of the EU Sustainable Finance Disclosure Regulation (the “**SFDR**”) in connection with the marketing the Shares to such EEA investor.

### *The results of the assessment of the likely impacts of sustainability risks on the returns of the financial products they make available*

The Investment Manager seeks to mitigate the impacts of Sustainability Risks on the Company’s returns by integrating a consideration of the risks into its investment decisions in the manner set out in the section 2.4 (ESG Considerations) of Part III (Investment Philosophy and Process) of this Prospectus. The Investment Manager and the Company are also aligned with the United Nations’ Sustainable Development Goals (“**UNSDG**”) and has selected UNSDG 7.2 and 8.8 as two core goals to which it believes it can most measurably contribute. Details of how the Company reports against

such principles are outlined in the section 2.4 (ESG Considerations) of Part III (Investment Philosophy and Process) of this Prospectus.

However, notwithstanding the Investment Manager's mitigating actions, it is nevertheless possible that one or more of these Sustainability Risks may materialise and have a material negative impact on the value of one or more of the Company's investments, thereby affecting the Company's returns.

A list of the Sustainability Risks which the Investment Manager currently considers to be material to the Company is set out below, with further details of each risk outlined in the section entitled "Risk Factors" in this Prospectus:

- the Solar Power Assets of the Company may be exposed to adverse environmental changes and weather patterns which decrease the amount of electricity produced by a Solar Power Asset, particularly where extreme weather conditions arising from climate change lead to prolonged or widespread disruption of electricity produced by (and therefore revenue generation of) by the Solar Power Assets;
- the Solar Power Assets of the Company may be exposed to labour issues, including workforce strikes;
- the physical location, maintenance and operation of Solar Power Assets may pose health and safety risks to those involved during construction, maintenance, replacement or decommissioning;
- the Company will need to consider whether it is liable under environmental and health and safety legislation for any accidents that may occur in the relevant jurisdiction, to the extent such loss is not covered under any of the Group's existing insurance policies or, where applicable, the contractual provisions in place with the relevant subcontractors do not adequately cover the Company's (or the relevant Project SPV's) liability;
- liability for health and safety could have an adverse effect on the business, financial position, results of operations and business prospects of the Company;
- the Company cannot guarantee that its Solar Power Assets will not be considered a source of nuisance, pollution or other environmental harm. The Company may be liable in respect of any environmental damage (including contamination of hazardous substances) which may occur on any site upon which Solar Power Assets are installed or any neighbouring sites;
- it is anticipated that a significant proportion or potentially all of the Solar Power Assets to be acquired by the Company will be located on agricultural, commercial and industrial properties. There may be a significant risk of project participants at such sites suffering environmental liability, increased cost of compliance and/or require a higher degree of due diligence in the permitting steps;
- the due diligence process that the Investment Manager intends to undertake in evaluating future acquisitions of Solar Power Assets may not reveal all facts that may be relevant in connection with such investments;
- the Company may be subject to certain pandemic-related risks, such as the coronavirus (COVID-19)

Pursuant to the SFDR, the Investment Manager is required to disclose the "likely" impact of these Sustainability Risks on the overall financial returns of the Company. In doing so, the Investment Manager has taken into account the proportion of investments in the Portfolio expected to be exposed to each Sustainability Risk, the currently expected likelihood of such Sustainability Risk manifesting and the probable impact if it did occur. On this basis, the Investment Manager currently considers that, save in respect of prolonged or widespread disruption caused by extreme weather conditions (or where such extreme weather conditions disrupt electricity production at the Company's key sites), the likely impact of Sustainability Risks on the overall financial returns of the Company's Portfolio will not be material. The Investment Manager considers, however, that investing in geographically diverse projects mitigates the impact of localised, unfavourable weather conditions.

The list of Sustainability Risks and the Investment Manager's assessment of the likely impact on the financial returns of the Company are both based on the Investment Manager's good faith assessment and on assumptions which the Investment Manager considers to be reasonable at the time of such assessment. It is not an exhaustive list of all risks related to the environment, society or governance which could have a negative impact (whether or not material) on the value of an investment and there

can be no guarantee that the actual impact of the Sustainability Risks on the Company's returns will not be materially greater than the likely impact as assessed by the Investment Manager.

Whilst not forming part of the Investment Policy, the Company's target net total return with respect to the Ordinary Shares has been set having taken into account the Investment Manager's assessment of the likely impact of the Sustainability Risks outlined above. Consequently, nothing in the preceding paragraphs is intended in any way to qualify or amend the product's target return. Notwithstanding the above, the product's target return remains subject to the risks and qualifications detailed in the Risk Factors and in section 5 of Part I (Information on the Company) of this Prospectus.

## PART IV – DIRECTORS, MANAGEMENT AND ADMINISTRATION

### 1. DIRECTORS

The Directors are responsible for the determination of the Company's investment objective and policy and its investment strategy and have overall responsibility for the Company's activities, including the review of investment activity and performance and the supervision and control of the Investment Manager. The Directors have delegated responsibility for managing the assets comprising the Portfolio to the Investment Manager, which is not required to, and generally does not, submit individual investment decisions for the approval of the Board.

All of the Directors are non-executive and all of the Directors are independent of the Investment Manager for the purposes of the Listing Rules and the UK Corporate Governance Code.

The Directors meet as a Board at least quarterly and the Audit Committee meets at least once a year.

The Directors are as follows:

#### *Gillian Nott, Chair of the Board*

Mrs Nott spent the majority of her career working in the energy sector, including positions with BP. In 1994 she became CEO of ProShare, a not for profit organisation promoting financial education, savings and investment, and employee share ownership. She was a non-executive director of the Financial Services Authority from 1998 until 2004. Subsequently she has held numerous board roles, including being a non-executive director of Liverpool Victoria Friendly Society, a leading insurer, and deputy chair of the Association of Investment Companies. Mrs Nott has served as both a non-executive director and chair of a number of venture capital trusts and investment trusts. She is currently chair of JPMorgan Russian Securities plc, Premier Miton Global Renewables Trust plc, PMGR Securities 2025 plc and Gresham House Renewable Energy Venture Capital Trust 1 plc.

#### *Jamie Richards, Chair of the Audit Committee*

Mr Richards is a chartered accountant and has 25 years' experience in fund management, banking and corporate recovery with a focus on the infrastructure and solar sector. Mr Richards previously was a partner, executive committee member and head of infrastructure at Foresight Group having joined in 2000. Between 2007 and 2018 he had overall responsibility from inception for the group's infrastructure and solar business in the UK, Australia, Italy and the US. He oversaw, as a member of the investment committee, more than 100 solar projects representing the group's approximately £1.5 billion solar portfolio and led the IPO of Foresight Solar Fund Limited. Prior to 2007, he led a number of venture capital and private equity transactions in the technology and cleantech sectors representing Foresight Group's funds and was a non-executive director of several companies. Previously, Mr Richards worked at PwC, Citibank and Macquarie, both in London and Sydney. Mr Richards is also a non-executive director of Smart Meter Systems plc (a carbon reduction infrastructure company) and currently acts as alternative chair of the investment committee of Community Owned Renewable Energy LLP, an investment programme targeting UK solar farms for community ownership.

#### *Rachael Nutter*

Ms Nutter has spent over 20 years in the energy sector and the last 15 years in the renewable and clean energy sector. Ms Nutter is Director for Nature Based Solutions (NBS) at ClimateCare, a leading player in the carbon markets. Until August 2020 Ms Nutter worked at Shell, most recently as general manager of NBS business development. Prior to this, she led a global solar business development team in Shell that originated and delivered investments in solar projects and development platforms, having previously led the development of the solar entry strategy for Shell. Ms Nutter also had a role within Shell Ventures. Prior to re-joining Shell in 2012, she worked at CT Investment Partners, Carbon Trust and PA Consulting Group, having started her career as a petroleum engineer with Shell. Ms Nutter is a board member of the Energy Technologies Institute, a UK public-private partnership to accelerate the commercialisation of low carbon technologies.

### *Thomas Plagemann*

Mr Plagemann has almost 30 years of experience originating and executing financings and investments in energy and infrastructure assets. Most recently, Mr Plagemann was the chief commercial officer at Vivint Solar where he was responsible for developing Vivint Solar's tax equity, capital markets, and fundraising efforts. He was also responsible for product development, market expansion and government affairs while at Vivint Solar and served on the Board of the Solar Energy Industry Association (SEIA) from 2013 to 2020 and as the Chair of the SEIA State Policy Committee from 2016-2020. He currently also serves on the advisory board of Revolv, a start-up electric fleet business. During his career, Mr Plagemann has been involved with energy projects valued in excess of US\$29 billion and has completed transactions across the balance sheet from debt to equity. Prior to joining Vivint Solar, he was Head of Energy with the U.S. Corporate & Investment Banking arm of Santander and prior to that held various positions at First Solar, AIG, GE Capital and Deutsche Bank. Mr. Plagemann received a BA from the University of Minnesota and a master's degree in international affairs with a specialisation in finance from Columbia University.

## **2. THE INVESTMENT MANAGER**

The Company and the Investment Manager have entered into the Investment Management Agreement pursuant to which the Investment Manager has been given responsibility, subject to the overall supervision of the Board, for active discretionary investment management of the Portfolio in accordance with the Company's investment objective and policy.

The Investment Manager was established in 2015 as the manager of New Energy Solar, an Australian Securities Exchange listed investment business that has acquired a portfolio of 16 utility-scale solar power plants in the US and Australia. The Investment Manager offers in-house deal origination, execution and asset management capabilities with experience in equity, tax equity, debt structuring and arranging, and active asset management. The current Investment Manager team currently consists of over 20 investment and asset management professionals located in Sydney and New York.

The Investment Manager is a limited liability company incorporated in Australia (Australian Company Number 609 166 645). The Investment Manager is recorded with the Australian Securities and Investments Commission ("ASIC") as a corporate authorised representative (Corporate Authorised Representative Number 1237667) of E&P Funds Management Pty Limited, which holds an Australian financial services licence (Australian Financial Services Licence Number 450 257) to provide advice and dealing services (amongst other things) for a range of financial products.

The Investment Manager is a subsidiary of E&P Funds Group Pty Limited ("**E&P Funds**"), the funds management division of E&P Financial Group Limited ("**E&P Financial Group**"). E&P Funds manages over A\$6.6 billion (c.US\$5.1 billion) of assets across a range of asset classes. E&P Financial Group (ASX ticker: EP1) is an ASX-listed financial services business with a history spanning over 30 years, servicing 9,200 clients with over A\$20 billion (c. US\$15 billion) of funds under advice and management. Along with E&P Funds, E&P Financial Group operates two additional businesses, E&P Wealth and E&P Capital.

### **2.1 Investment Team**

The Investment Manager's team is made up of investment and asset management professionals based in New York and Sydney. The senior team members responsible for providing the services to the Company are:

#### ***John Martin BEc (Hons)***

##### ***Chief Executive Officer***

John joined the Investment Manager as Managing Director and CEO in May 2017. John brings a wealth of experience and capability to the role after more than two decades of experience in corporate advisory and investment banking with a focus on the infrastructure, energy and utility sectors.

John previously led the Infrastructure and Utilities business at corporate advisory firm Aquasia where he advised on more than A\$10 billion of infrastructure and utility mergers and acquisitions and

financing transactions. Prior to this John held various investment bank management positions including the Head of National Australia Bank Advisory and the Joint Head of Credit Markets and Head of Structured Finance at RBS / ABN AMRO. During his time at ABN AMRO, John managed the Infrastructure Capital business which was viewed as a market leader in the development and financing of infrastructure and utility projects in Australia. John started his career as an economist with the Reserve Bank of Australia and then worked in various treasury and risk management positions, before moving to PwC as the partner responsible for financial risk management. At PwC John advised some of Australia's largest corporations on the management and valuation of currency, interest rate and commodity exposures – with a focus on advising energy companies trading in the Australian National Electricity Market.

John has a Bachelor of Economics (Honours) from the University of Sydney. John is a member of the Advisory Board for the CD Private Equity Fund III (ASX:CD3), and is a past board member of Infrastructure Partnerships Australia.

***Liam Thomas BAgribus MSc MBA***

***Chief Investment Officer***

Liam joined the Investment Manager as Director – Investments in March 2016, to lead transaction origination and execution activities. Liam has over 15 years' experience in mergers and acquisitions, corporate and business development, projects, and commercial management in the energy, infrastructure, mining and agribusiness sectors.

Prior to joining the Investment Manager, Liam was a senior member of the International Development team at Origin Energy focused on the investment and development strategy for utility-scale solar, hydro, and geothermal projects in Latin America and South-East Asia. Liam's previous roles have included General Manager of Commercial Development at Aurizon, Commercial Manager for the Northwest Infrastructure iron ore port joint venture, and Project Manager at Orica, focusing on large scale mining-related infrastructure and manufacturing projects. Earlier in Liam's career, he worked in the agricultural commodities sector with AWB Limited.

Liam has a Bachelor of Agribusiness and Master of Science from Curtin University, and a Master of Business Administration from the University of Melbourne.

***Warwick Keneally BEc, BCom, CA***

***Chief Financial Officer***

Prior to joining New Energy Solar, Warwick was the interim CFO of the Investment Manager's ultimate parent, E&P Financial Group. Warwick has worked in chartered accounting firms specialising in turnaround and restructuring. Warwick started his career with KPMG working in their Canberra, Sydney and London offices – and has undertaken a range of complex restructuring and insolvency engagements across Europe, UK and Australia, for a range of Australian, UK, European and US banks.

Warwick has worked with companies and lenders to develop and implement strategic business options, provide advice in relation to continuous disclosure requirements, develop cash forecasting training for national firms, and lectured on cash management.

Warwick has a Bachelor of Economics and Bachelor of Commerce from Australian National University and is a Chartered Accountant.

***Jaclyn Strelow LLB (Hons) BJus MBA***

***Chief Operating Officer***

Jaclyn has been an executive in the E&P Funds since 2016 and joined the Investment Management team in August 2020. Jaclyn has a corporate law background and brings substantial experience specialising in debt and equity markets, mergers and acquisitions and corporate development in Australia and the UK, working in listed company and professional services environments. Prior to joining E&P Financial Group, Jaclyn was legal counsel for Aurizon, managing legal risk and strategy across the business development, M&A, strategy, governance, and treasury functions. Prior to

Aurizon, Jaclyn worked as legal counsel in capital markets and professional services with Instinet and PwC Legal in London, and Mallesons Stephen Jaques in Australia.

***Tom Kline BCom LLB***

***Senior Adviser***

Tom was the inaugural Chief Executive Officer of the Investment Manager, having launched the business in December 2015 in his then role as Chief Operating Officer of Walsh & Company. After moving to New York to run the US operations of the Investment Manager in early 2017, Tom returned to Australia at the end of 2018 to provide ongoing strategic advice and support to the business.

Tom has extensive experience in funds management, corporate finance, and mergers and acquisitions, having been part of the senior management teams at Walsh & Company and Dixon Advisory since 2009. Before Dixon Advisory, Tom worked at UBS AG in Sydney. During this time, he was a member of the Power, Utilities and Infrastructure team and advised on a wide range of public and private M&A and capital market transactions. Tom advised some of Australia's leading energy generators and infrastructure players, including EnergyAustralia and Transurban. He has also advised energy and utility companies on the proposed introduction of Australia's federal carbon trading scheme (Carbon Pollution Reduction Scheme) and the implications for fossil fuel and renewable energy generation.

Tom has a Bachelor of Commerce and Bachelor of Laws (Honours) from Australian National University.

***Adam Haughton BSc MBA***

***Investment Director***

Adam joined the Investment Manager in July 2018, focusing on due diligence and transaction execution for new fund investments.

Before joining the Investment Manager, Adam was a Vice President at Greentech Capital Advisors, an investment bank focused on mergers and acquisitions and capital raising transactions for companies within the sustainable infrastructure industry. Prior to Greentech, Adam worked in Bank of America Merrill Lynch's Global Industrials Investment Banking group where he advised on a range of public and private mergers and acquisitions and capital market transactions. Earlier in his career, Adam was a Development Engineer at SunEdison where he was responsible for the development and design of utility-scale and commercial and industrial solar installations in the U.S.

Adam has a Bachelor of Science in Materials Engineering from University of Maryland and Master of Business Administration from University of Texas

***Paul Whitacre BA MSc MBA***

***Asset Manager***

Paul joined the Investment Manager as Asset Manager in November 2017 to lead asset management activities. He has more than 37 years' experience in a variety of operational, engineering, construction, projects, business development and commercial management roles within the power generation, consulting and insurance industries.

Prior to joining the Investment Manager, Paul was Chief Operating Officer and Senior Vice President at Onyx Renewable Partners, where he was responsible for developing and leading the asset management function for the portfolio of commercial and industrial solar sites. Paul has also served as Vice President of Asset Management at OCI Solar Power, where he constructed and operated large utility-scale solar facilities. Beyond solar renewables, Paul's operational and engineering experience within the power generation industry includes coal- and oil-fired utility plants, aero-derivative cogeneration facilities, district energy, and control system design and development for nuclear power plants in the US and China. He is a US Navy veteran, having served 14 years on submarines as a qualified nuclear engineer officer.

Paul has a Bachelor of Arts summa cum laude from Hiram College, a Master of Science in Electrical Engineering with distinction from the Naval Postgraduate School and a Master of Business Administration from Xavier University (Ohio).

## **2.2 Conflicts of Interest, Allocation Policy and Transaction Fees**

### ***Conflicts of interest***

The Investment Manager and its Associates provide services to other Investment Clients (including New Energy Solar), the investment policies of which may be such that they are to be invested in assets that would also be appropriate for the Company's Portfolio. The Investment Management Agreement requires the Investment Manager to act in a manner that it considers fair and reasonable in allocating investment opportunities between the Company and other Investment Clients, taking into consideration available capital, diversification considerations, any anticipated opportunities and other relevant factors. Pursuant to the Investment Management Agreement, the Investment Manager is required to obtain the written consent of the Board before: (i) causing the Company to invest in or divest an interest of any kind in any Investment Client; or (ii) acquiring an Investment from or transferring an Investment to any Investment Client.

The Investment Manager and its Associates are not restricted from entering into other investment advisory or management relationships, or from engaging in other business activities with other Investment Clients, even though such activities may involve substantial time and resources of the Investment Manager or its Associates. Such activities may involve similar or different investment objectives, philosophy or strategies as those of the Company and could be viewed as creating a conflict of interest in that the time and effort of the Investment Manager or its Associates will not be devoted exclusively to the business of the Company, but will be allocated among the Company and such other business activities.

The Investment Manager has warranted under the Investment Management Agreement that it will not enter into any agreement with an Investment Client which is inconsistent with its obligations to the Company under the Investment Management Agreement.

### ***Allocation Policy***

Under the Allocation Policy of the Investment Manager, where two or more Investment Clients have similar investment strategies and have access to capital, no Investment Client (including the Company and New Energy Solar) shall receive a preferential allocation over another, and each will be offered the opportunity to invest *pari passu* in any investment in a Solar Power Asset identified by the Investment Manager. If an Investment Client has limited capital, declines to invest or has less than its equal share available for investment, the other Investment Clients may acquire the balance interest equally, subject to available capital, or in such proportions as they may otherwise agree. If the other Investment Clients do not take up that option (in whole or in part), the opportunity may be offered to a third-party approved by the participating Investment Clients, or it will not be pursued.

If the Investment Manager incurs external costs to pursue an opportunity, each Investment Client will provide: (i) its available equity capital and (ii) its approval to proceed. If one or more Investment Clients have agreed to participate in the investment opportunity, the deal will be pursued by the Investment Manager on behalf of the relevant Investment Clients, and if the deal is successfully completed, and the investment acquired, the external deal costs will be shared by the participating Investment Clients in proportion to the interest they acquire in the investment. If a deal is unsuccessful (i.e. the investment is not ultimately acquired) for any reason, deal costs will be split *pro rata* based on the interests that would have been acquired by each Investment Client had the transaction been successful.

Where two or more Investment Clients co-invest into an investment, customary shareholder protections will be established for the benefit of each individual Investment Client and the Investment Clients collectively. which, taken together, will reflect fairly, in the reasonable opinion of the Investment Manager, the interest of each Investment Client and the Investment Clients collectively, in that investment. Such shareholder protections shall apply to the relevant Project SPV established for the purpose of co-investment by two or more Investment Clients in order to acquire a specific project and include, but are not limited to, matters such as restrictions on sale to unacceptable third parties, pre-emption rights, tag rights and voting rights.

The Investment Manager may change the Allocation Policy at its discretion but having regard to its obligations towards each Investment Client and following consultations with each Investment Client.



The Investment Manager will provide the Company with reasonable notice of any material change to the allocation policy.

The Investment Manager has warranted under the Investment Management Agreement that any future changes in the Allocation Policy will be made consistently with the Investment Manager's obligations thereunder.

The Company may have divergent interests from the other Investment Clients with respect to strategies in acquiring or exiting from certain investments. Investments by the Company and the Investment Clients may cause the Investment Manager to become subject to legal or contractual restrictions on its ability to effect transactions for the Company.

### **Transaction Fees**

Under the terms of the Investment Management Agreement, the Investment Manager is entitled to payment of Transaction Fees in respect of services carried out by the Investment Manager in connection with arranging debt services or overseeing the construction of Solar Power Assets. The Transaction Fees are further described in section 10.2 of Part VIII (Additional Information on the Company) of this Prospectus.

With respect to the arrangement of debt services, the fees payable in connection therewith are subject to annual review and confirmation by the Board (such confirmation not to be unreasonably withheld or delayed where the Board is reasonably satisfied that such fees are in line with market practice).

With respect to overseeing the construction of Solar Power Assets, the fees payable in connection therewith shall be agreed between the Board and the Investment Manager before each relevant transaction is completed. In relation to such fees, on request, the Investment Manager shall provide the Board with: (i) details of fees charged by competitors for comparable services; (ii) a summary of any related party transaction analysis as a result of entry into such transaction and payment of the Transaction Fee to the Investment Manager; and (iii) any other information that the Board may reasonably require.

It is currently intended that the aggregate remuneration payable to the Investment Manager (or other persons which are "related parties" of the Company for the purposes of the Listing Rules) are capped at such levels as necessary for the modified requirements for smaller related party transactions under the Listing Rules to be applicable to such transactions.

## **3. POTENTIAL CO-INVESTOR – NEW ENERGY SOLAR**

As set out in the section entitled "Allocation Policy" of section 2.2 of this Part IV above, the Company will have the right to participate, *pari passu*, with New Energy Solar in any investment in a Solar Power Asset identified by the Investment Manager. New Energy Solar was established in late 2015 (the first capital raising closed in January 2016) as an unlisted fund to meet Australian investor demand for renewable energy assets with infrastructure-like characteristics. New Energy Solar's investment objective, similar to that of the Company, is to acquire large scale solar power plants (and associated assets) which have contracted cash flows from creditworthy Offtakers, and meet the dual goals of helping investors generate both a positive social impact and financial returns. In response to strong investor demand, New Energy Solar listed on the ASX in December 2017. To date New Energy Solar has raised approximately A\$500 million of equity (approximately US\$375 million) from over 5,000 investors, and approximately A\$700 million of debt.

Key characteristics of the New Energy Solar investment portfolio as at 31 December 2020 include:

- approximately A\$1.2 billion of gross asset value across 16 projects (14 of which are in the US);
- total capacity of 772MW<sub>DC</sub>, all of which is operational;
- an average PPA term of more than 14.9 years – all with Investment Grade counterparties;
- expected average unlevered portfolio IRR of more than 7%<sup>15</sup>;

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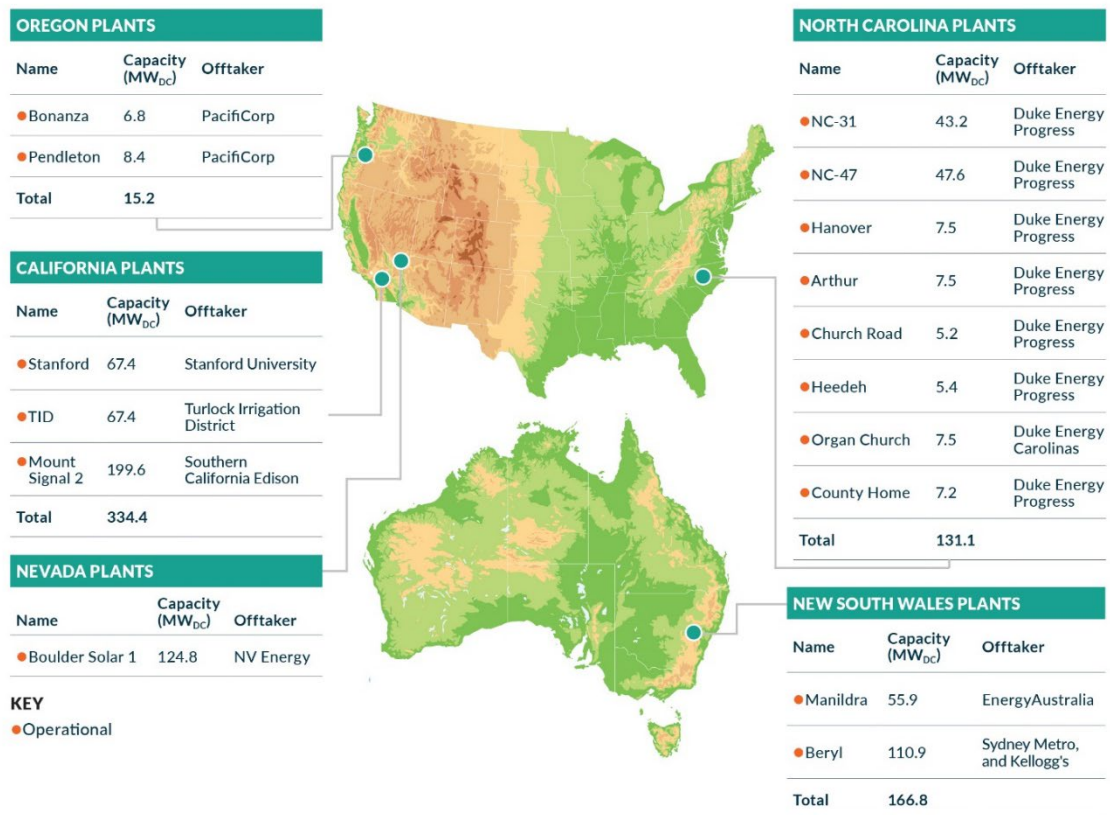
<sup>15</sup> Returns expressed before taxes, management expenses, administration costs and external borrowing costs.

- total look-through gearing of 60.9% as at 31 December 2020;
- undrawn debt facilities of A\$22.5 million; and
- net asset value of A\$1.25 per security as at 31 December 2020.

Figure 34 provides an overview of the location of the US portfolio of power plants. Figure 35 illustrates portfolio composition and

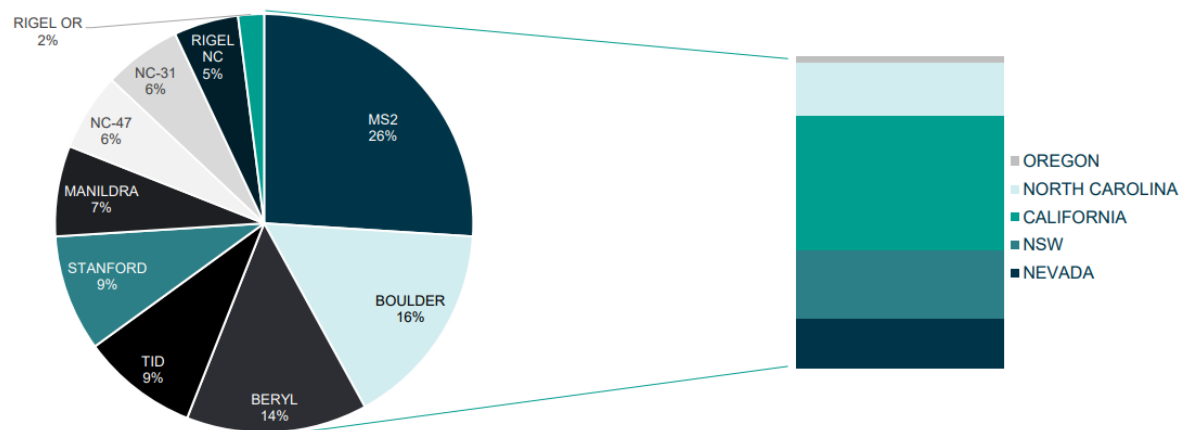
Figure 36 shows monthly generation levels.

Figure 34: New Energy Solar US portfolio as at 31 December 2020



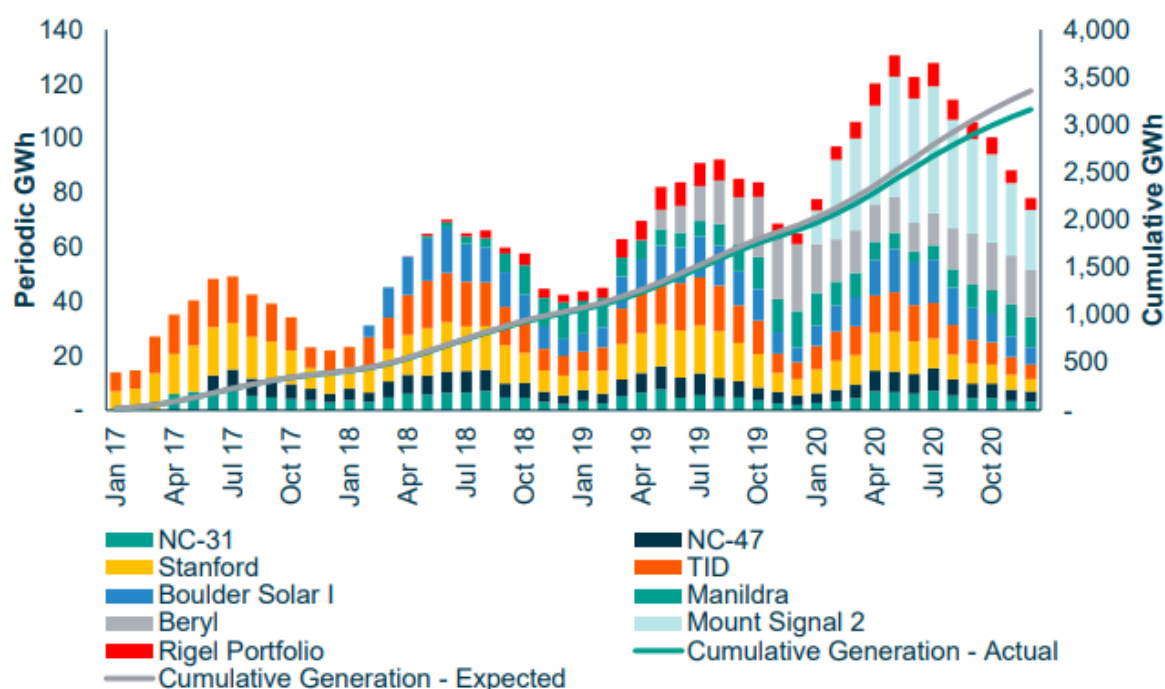
Source: New Energy Solar ([www.newenergysolar.com.au](http://www.newenergysolar.com.au))

Figure 35: New Energy Solar portfolio composition as at 31 December 2020



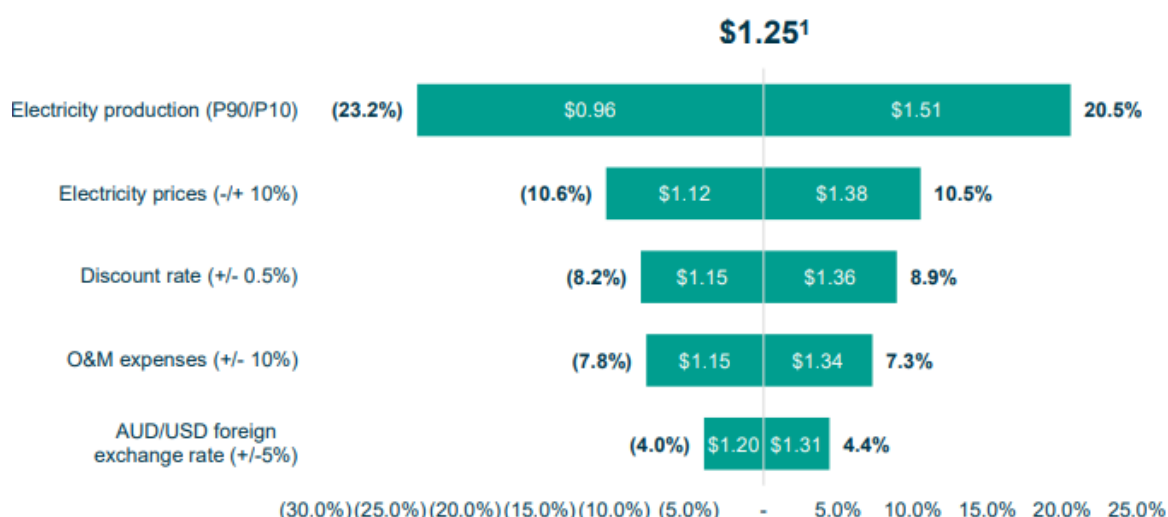
Source: New Energy Solar ([www.newenergysolar.com.au](http://www.newenergysolar.com.au))

Figure 36: New Energy Solar historical monthly generation



New Energy Solar undertakes a fair value calculation in respect of the underlying solar assets on a half yearly basis to inform Net Asset Value. The fair value of New Energy Solar's renewable energy asset investments as at 31 December 2020 were determined using a cost of equity range of 5.00% to 7.75% for contracted cashflows, and 5.75% to 8.50% for uncontracted cashflows. The fair value of equity interest held by New Energy Solar in operating solar asset investments (valued by DCF methodology) was A\$486.1 million (US\$287.7 million and A\$112.2 million), translating to a net asset value of A\$1.25 per security as at 31 December 2020. The sensitivity of New Energy Solar's net asset value to key parameters including variability in production, pricing, cost and foreign exchange rates is shown in Figure 37.

Figure 37: New Energy Solar Net Asset Value (NAV) sensitivity analysis (A\$ and percentage movement in net asset value) as at 31 December 2020



#### 4. COMPANY SECRETARY AND ADMINISTRATOR

JTC (UK) Limited has been appointed as Company Secretary and Administrator of the Company

pursuant to the Company Secretary and Administration Agreement, further details of which are set out in section 10.3 in Part VIII (Additional Information on the Company) of this Prospectus. The Administrator is responsible for the day-to-day administration of the Company (including but not limited to the maintenance of the Company's fund accounting records and the calculation and publication of the NAV). Prospective investors should note that it is not possible for the Administrator to provide any investment advice to investors. The Administrator is also responsible for the safekeeping of any share certificates (or equivalent evidence of title) held by the Company, an intermediate holding company or a Project SPV.

## **5. REGISTRAR**

Computershare Investor Services PLC has been appointed as the Company's Registrar pursuant to the Registrar Agreement, further details of which are set out in section 10.4 of Part VIII (Additional Information on the Company) of this Prospectus. The Registrar is responsible for the maintenance of the Company's register of members, dealing with routine correspondence and enquiries, and the performance of all the usual duties of a registrar in relation to the Company.

## **6. AUDITOR**

The auditor to the Company is Deloitte LLP. Deloitte LLP is independent of the Company and is registered to carry on audit work in the UK by the Institute of Chartered Accountants in England and Wales. The auditor's responsibility is to audit and express an opinion on the financial statements of the Company in accordance with applicable law and auditing standards. The annual report and accounts are prepared in accordance with IFRS.

## **7. FEES AND EXPENSES**

### ***Total Expenses related to the Initial Issue and the Placing Programme***

On the basis that the Company undertakes the Initial Issue and at least one Subsequent Placing, and assuming that at least US\$150 million is raised in aggregate, the Directors estimate that total costs and expenses across the Initial Issue and such Subsequent Placings will not exceed 2% of the aggregate Gross Initial Proceeds and the gross proceeds of such Subsequent Placings. Assuming that aggregate gross proceeds of US\$150m were raised across the Initial Issue and such Subsequent Placings, the total net proceeds would be estimated to be approximately US\$145m. All issues of Ordinary Shares undertaken under the Initial Issue or any Subsequent Placing will be accretive to Net Asset Value.

The expenses in connection with the Initial Issue and any Subsequent Placing will be deducted from the relevant gross issue proceeds, rather than being charged directly to any investor.

Pursuant to the Sponsor and Placing Agreement, each Joint Bookrunner is entitled, at its discretion and out of its own resources, to rebate or pay away to some or all investors, or to other parties (including the Investment Manager where it introduces selected investors), part or all of its fees relating to the Initial Issue or any Subsequent Placing.

Any expenses incurred by a financial intermediary are for its own account. Prospective investors should confirm separately with any financial intermediary whether there are any commissions, fees or expenses that will be applied by such financial intermediary in connection with any application made through that financial intermediary pursuant to the Intermediaries Offer. The terms and conditions of the Intermediaries Offer limit the level of commission that financial intermediaries are able to charge any of their respective clients acquiring Ordinary Shares pursuant to the intermediaries offer.

### ***Ongoing expenses of the Company***

The Company also incurs ongoing expenses. Ongoing expenses (taking into account all material fees payable directly or indirectly by the Company for services under arrangements entered into as at the date of this Prospectus (including the Management Fee but excluding any Transaction Fees)) are expected to be approximately 1.48% of the Net Asset Value annually (on the basis of the Company's Net Asset Value as at 31 December 2020 of US\$194.2 million). The key items of ongoing expense which are borne by the Company are set out immediately below, together with a summary of those not readily quantifiable and which have not been included in this estimation. Investors should

note that some expenses are inherently unpredictable and, depending on circumstances, ongoing expenses may exceed this estimation. In addition, any fees payable by the Project SPVs are taken into consideration when valuing the relevant Solar Power Assets and, accordingly, are not included in the above estimate.

The Investment Manager has prepared a key information document as required under the PRIIPs Regulation. The PRIIPs Regulation requires costs to be calculated and presented in accordance with detailed and prescriptive rules. The key information document is available on the Company's website at [www.ussolarfund.co.uk](http://www.ussolarfund.co.uk).

#### *Directors*

Each of the Directors is entitled to receive a fee from the Company at such rate as may be determined in accordance with the Articles. The Directors' current level of remuneration is £40,000 per annum for each Director other than the Chair, who receives an additional £20,000 per annum and the chair of the Audit Committee, who receives an additional £10,000 per annum.

The Directors are also entitled to be paid all reasonable expenses properly incurred by them in connection with the performance of their duties. These expenses include those associated with attending general meetings, Board or committee meetings and legal fees. The Board may determine that additional remuneration may be paid, from time to time, to one or more Directors if such Director or Directors are requested by the Board to perform extra or special services on behalf of the Company.

#### *Management Fee*

Under the terms of the Investment Management Agreement the Investment Manager is entitled to an annual fee (exclusive of value added tax, which shall be added where applicable), payable quarterly in arrear and calculated at the rate of:

- 1% per annum of NAV for the NAV up to, and including, US\$500 million;
- 0.9% per annum of NAV for the NAV in excess of US\$500 million and up to and including US\$1 billion; and
- 0.8% per annum of NAV for the NAV in excess of US\$1 billion,

based on the Net Asset Value on the last Business Day of the relevant quarter (the "**Management Fee**"). The Investment Manager may at its discretion enter into arrangements with certain investors pursuant to which it may rebate or pay away to such investors a proportion of its Management Fee received (in cash) from the Company.

The Management Fee in respect of each quarter shall be invoiced by the Investment Manager to the Company as at the final Business Day of the relevant quarter and shall be due and payable in the following manner:

- no later than 10 Business Days after the date of such invoice (the "**Payment Date**"), 90% of the Management Fee shall be paid to the Investment Manager in cash to such bank account as the Investment Manager may nominate for this purpose; and
- 10% of the Management Fee (the "**Management Share Amount**") shall be received by the Investment Manager or an Associate (as directed by the Investment Manager) in the form of Ordinary Shares ("**Management Fee Shares**") in accordance with the provisions of the paragraph below.

The Company will apply an amount equal to the Management Share Amount to the purchase on behalf of the Investment Manager or an Associate (as directed by the Investment Manager) of Ordinary Shares for cash in the secondary market. In making, or directing a broker or other agent of the Company to make any such purchases, the Company shall act as the agent of the Investment Manager or the relevant Associate (as directed by the Investment Manager) and not as principal.

If it is not possible to apply all of the Management Share Amount to the acquisition of Ordinary Shares in the secondary market within two months following the Payment Date, then the Investment Manager may elect to extend that period for up to an additional four months. Any balance of the Management Share Amount remaining unpaid at the end of such extended period will be applied by the Company on behalf of the Investment Manager in subscription for and issue to the Investment Manager or the

relevant Associate (as directed by the Investment Manager) such number of new Ordinary Shares with an aggregate value equal to such balance on the basis of the then last reported NAV per Ordinary Share (subject to the adjustments referred to above and rounded down to the nearest whole Ordinary Share).

The Management Share Amount shall be payable by the Company in cash to the extent necessary, if:

- the Company is limited or prohibited from issuing or acquiring Ordinary Shares by any Applicable Requirement (including any limitations on issuing shares at a discount to Net Asset Value set out in the Listing Rules); or
- the acquisition of the Management Fee Shares would require the Investment Manager or an Associate (whether by itself or in concert with other parties) to make a mandatory bid for the Company under Rule 9 of the Takeover Code.

The Management Fee Shares shall be subject to 36 month lock-up arrangements as further detailed in section 10.2.9 of Part VIII (Additional Information on the Company) of this Prospectus.

#### *Administrator*

JTC (UK) Limited has been appointed as Company Secretary and Administrator of the Company pursuant to the Company Secretary and Administration Agreement. Under the terms of the Company Secretary and Administration Agreement, the Administrator is entitled to an annual fee of US\$137,500 (exclusive of any applicable VAT) in consideration of performance of the fund administration and company secretarial services, such fee being payable quarterly in arrear in equal instalments. The Administrator is also entitled to certain variable fees payable for additional services or corporate actions of the Company. If the Administrator incurs expenses and disbursements, provided that these are reasonably incurred in relation to the provision of the services under the Company Secretary and Administration Agreement, it shall invoice the Company for such amounts and the Company shall pay the invoice within 30 days of the date of invoice.

#### *Registrar*

Under the terms of the Registrar Agreement, the Registrar is entitled to a monthly maintenance fee per Shareholder account, subject to a minimum annual fee of £3,480. If the Registrar incurs expenses and disbursements, provided that these are reasonably incurred in relation to the provision of the services under the Registrar Agreement, the Registrar shall invoice the Company for such amounts and the Company shall pay the invoice within 30 days of the date of invoice.

#### *Other operational expenses*

Other ongoing operational expenses that are borne by the Company (either for itself or in respect of the relevant Project SPV) include costs related to acquisition, construction and maintenance of Solar Power Assets, the auditor's fees, corporate broker fees, legal fees, listing fees of the FCA (if any), fees of the London Stock Exchange, fees for public relations services, D&O insurance premiums, printing costs and fees for website maintenance. The Company may also bear certain out of pocket expenses of the Investment Manager or its Associates, the Administrator, the Registrar, other service providers and the Directors.

## **8. TAKEOVER CODE**

The Takeover Code applies to the Company. For further details, see section 0 of Part VIII (Additional Information on the Company) of this Prospectus.

## **9. CORPORATE GOVERNANCE**

The Board has considered the principles and recommendations of the AIC Code. The AIC Code provides a framework of best practice for listed investment companies and addresses all the principles set out in the UK Corporate Governance Code, as well as setting out additional principles and recommendations on issues that are of specific relevance to listed investment companies.

The Board considers that reporting against the principles and recommendations of the AIC Code (which incorporates the UK Corporate Governance Code), provides better information to Shareholders.

The Company joined the AIC as soon as practicable following Initial Admission, and since the Company's IPO the Company has complied with the AIC Code. The AIC Code provides a framework of best practice in respect of the governance of investment companies, such as the Company.

The UK Corporate Governance Code includes provisions relating to: (i) having a senior independent director; (ii) the role of the chief executive; (iii) executive directors' remuneration; (iv) appointing the directors for a term of six years; and (v) an internal audit function. It is acknowledged in the UK Corporate Governance Code that some of its provisions may not be relevant to externally managed investment companies (such as the Company). For the reasons set out in the AIC Guide, the Board does not consider that the above provisions are relevant to the Company. The Company therefore does not, and will continue not to, comply with these provisions.

#### ***Audit Committee***

The Company has established an Audit Committee which is chaired by Jamie Richards and consists of all the Directors. The Audit Committee meets at least twice per year. The Board considers that the members of the Audit Committee have the requisite skills and experience to fulfil the responsibilities of the Audit Committee. The Audit Committee examines the effectiveness of the Company's control systems and it reviews the half-yearly and annual reports of the Company and also receive information from the Investment Manager. The Audit Committee reviews the scope, results, cost effectiveness, independence and objectivity of the external auditor. It also reviews the valuations of all investments across the Portfolio, together with performing a role in respect of risk control.

### **10. DIRECTORS' SHARE DEALINGS**

The Directors have adopted a share dealing code that is compliant with UK MAR and, to the extent relevant, the EU Market Abuse Regulation. The Board is responsible for taking all proper and reasonable steps to ensure compliance with the share dealing code by the Directors and other persons discharging managerial responsibilities ("**PDMRs**").



## **PART V – THE INITIAL ISSUE AND THE PLACING PROGRAMME**

### **1. INTRODUCTION**

Pursuant to this Prospectus, the Company intends to issue up to 150 million Issue Shares at the Initial Issue Price pursuant to a Placing (the "**Initial Placing**"), the Intermediaries Offer and the Offer for Subscription at the Initial Issue Price (together, the "**Initial Issue**"). Following the Initial Issue, the Directors intend to implement the Placing Programme (being a programme of issues of Shares in the form of Ordinary Shares and/or C Shares), pursuant to which the Company proposes to issue up to 500 million Ordinary Shares and/or C Shares, less the number of Issue Shares issued pursuant to the Initial Issue. Following completion of the Initial Issue (or following confirmation that the Initial Issue will not proceed), the Directors may, at their sole and absolute discretion, decide to carry out one or more Subsequent Placings before the Final Closing Date, should the Board determine that market conditions are appropriate. The Initial Issue and the Placing Programme are not being underwritten.

### **2. THE INITIAL ISSUE**

If the timetable for the Initial Issue is extended, the Company will notify investors of such change by post, email, or by publication through an RIS announcement.

It is expected that the results of the Initial Issue will be notified through a Regulatory Information Service announcement on or around 7 May 2021, or such later date as the Company and the Joint Bookrunners may agree.

The Initial Issue is conditional, inter alia, on:

- Initial Admission occurring and becoming effective by no later than 8.00 a.m. (London time) on 11 May 2021 (or such later time and date, not being later than the Long-Stop Date, as the Company and the Joint Bookrunners may agree); and
- the Sponsor and Placing Agreement becoming unconditional in respect of the Initial Issue (save for any conditions relating to Initial Admission) and not having been terminated in accordance with its terms on or before the Initial Admission.

In circumstances where the conditions of the Initial Issue are not fully met, the Initial Issue will not take place. The investors acknowledge that where the Initial Issue does not take place, any monies paid by applicants will be returned to them without interest and at their own risk. The Board has not set a minimum Gross Initial Proceeds that must be met for the Initial Issue to proceed. The Board (in consultation with the Joint Bookrunners and the Investment Manager) reserves the right, however, to extend the closing time and/or date of the Initial Issue (up to the Long-Stop Date), or elect to cancel the Initial Issue, where it considers that the level of Gross Initial Proceeds were the Initial Issue to be closed at any specified time would mean that proceeding with the Initial Issue at the relevant time (or at all) is no longer in the interests of the Company and its Shareholders (provided that if the closing time is extended, or the Initial Issue is cancelled, this Prospectus and the Placing Programme established hereunder remain valid). The Company will notify investors of any relevant changes through an RIS announcement.

#### **2.1 Initial Placing**

The Joint Bookrunners have agreed, pursuant to the Sponsor and Placing Agreement, to use their respective reasonable endeavours to procure Placees to subscribe for Ordinary Shares at the Initial Issue Price pursuant to the Initial Placing. Details of the Sponsor and Placing Agreement are set out in section 10.1 of Part VIII (Additional Information on the Company) of this Prospectus.

Participants in the Initial Issue may elect to subscribe for Ordinary Shares in Sterling at a price per Ordinary Share equal to the Initial Issue Price at the Relevant Sterling Exchange Rate. The Relevant Sterling Exchange Rate and the Sterling equivalent issue price are not known as at the date of this Prospectus and will be notified by the Company through a Regulatory Information Service announcement prior to Initial Admission.

The terms and conditions which shall apply to any subscription for Ordinary Shares pursuant to the Initial Placing are contained in Part IX (Terms and Conditions of any Placing) of this Prospectus.

The latest time and date for receipt of placing commitments under the Initial Placing is 3:00 p.m. on 6 May 2021 or such other date as may be agreed between the Company and the Joint Bookrunners.

## 2.2 The Offer for Subscription

Under the Initial Issue, Issue Shares will be made available by the Company under the Offer for Subscription at the Initial Issue Price, subject to the terms and conditions of application under the Offer for Subscription set out in Part X (Terms and Conditions of the Offer for Subscription) of this Prospectus. These terms and conditions, together with the Application Form (which is set out at Appendix 1 to this Prospectus), should be read carefully, together with the "Notes on how to complete the Offer for Subscription Application Form" (which are set out at Appendix 2 to this Prospectus), before any application is made under the Offer for Subscription. The Offer for Subscription is expected to expire at 1:00 p.m. on 5 May 2021. If the timetable for the Offer for Subscription is extended, the Company will notify investors of such change by post, email, or by publication through an RIS announcement.

Applications under the Offer for Subscription must be for a minimum value of US\$1,000 (or £1,000) or such lesser amount as the Company may determine (at its discretion).

Completed Application Forms, accompanied by application monies, must be posted to the Receiving Agent so as to be received as soon as possible and, in any event, by no later than 1:00 p.m. on 5 May 2021.

**The Offer for Subscription is being made only to the public in the United Kingdom and applications for Issue Shares under the Offer for Subscription will only be accepted from United Kingdom residents unless the Company (in its absolute discretion) determines that applications may be accepted from non-United Kingdom residents without compliance by the Company with any material regulatory, filing or other requirements or restrictions in other jurisdictions.**

The Shares are only suitable for investors: (i) who understand the potential risk of capital loss and that there may be limited liquidity in the underlying investments of the Company; (ii) for whom an investment in the Shares is part of a diversified investment portfolio; and (iii) who fully understand and are willing to assume the risks involved in such an investment portfolio. Typical investors in the Company are expected to be institutional and sophisticated investors, professional investors, high net worth investors and individual investors who understand the risks involved in investing in the Company and/or who have received advice from their fund manager, broker, solicitor, accountant or their appropriately authorised independent financial adviser regarding any investment in the Company.

The Joint Bookrunners have no responsibility in relation to the making of the Offer for Subscription or any matter concerning the Offer for Subscription and in accordance with the terms and conditions of the Offer for Subscription, applicants under the Offer for Subscription are required to agree that the Joint Bookrunners are acting only for the Company in connection with the Offer for Subscription and for no-one else and that the Joint Bookrunners will not treat the applicant as their customer by virtue of such application being accepted or owe the applicant any duties or responsibilities concerning the price of the Issue Shares or concerning the suitability of the Issue Shares for the applicant or be responsible to the applicant for providing the protections afforded to their customers.

The terms and conditions which will apply to any subscriber for Issue Shares under the Offer for Subscription are set out in Part X (Terms and Conditions of the Offer for Subscription) of this Prospectus.

## 2.3 The Initial Issue Price

The Initial Issue Price is US\$1.00 per Ordinary Share. The costs and expenses of the Initial Issue will be recouped through the premium at which existing Ordinary Shares in issue are trading at the time of the Initial Issue, such that the issuance of Ordinary Shares pursuant to the Initial Issue will be accretive to Net Asset Value.

The Initial Expenses will be deducted from the gross issue proceeds of the Initial Issue, rather than being charged directly to any investor. Further details of the Initial Expenses are set in the sub-

section entitled “Total Expenses related to the Initial Issue and the Placing Programme” of section 7 of Part IV (Directors, Management and Administration) of this Prospectus.

## **2.4 Dilution in connection with the Initial Issue**

If 100 million Shares were to be issued pursuant to the Initial Issue, a Shareholder holding 1% of all Shares in issue as at the date of this Prospectus who did not participate in the Initial Issue would hold 0.67% of all Shares in issue immediately following Initial Admission.

## **2.5 Initial Admission**

It is expected that Initial Admission will become effective and that unconditional dealings in the Issue Shares issued pursuant to the Initial Issue will commence at 8:00 a.m. on 11 May 2021. Dealings in Issue Shares in advance of the crediting of the relevant stock account will be at the risk of the person concerned.

## **2.6 Use of Proceeds**

It is expected that the Net Initial Proceeds will be used to fund two transactions: (1) the refinancing of the Heelstone Portfolio, on accretive terms for the Company, and (2) Tranche 2 of MS2, being the acquisition of a further 25% of MS2, bringing the Company's total ownership of the asset to 50%, increasing portfolio diversification and exposure to a strong operating asset.

The two transactions provide potential benefits to the overall Portfolio by reducing the quantum of gearing and improving the terms of such gearing, together with improving diversification and increasing the size of the overall Portfolio. The amount allocated to each transaction will depend on the quantum of the Net Initial Proceeds but, if the Company raises Net Initial Proceeds of US\$105 million, it is expected that US\$82.5 million will be allocated to the refinancing of the Heelstone Portfolio and US\$22 million will be allocated to the further investment in MS2.

In the event that the Net Initial Proceeds is an amount greater than US\$105 million, the Company and the Investment Manager may elect to allocate more money to the Heelstone Portfolio refinancing or may elect to invest such Net Initial Proceeds (or the net proceeds of any Subsequent Placing) in one or more Solar Power Assets in North America, and other OECD countries in the Americas, in accordance with the Investment Policy.

In the event that either: (a) the Net Initial Proceeds is an amount less than US\$105 million; or (b) either the full refinancing, or the completion of Tranche Two of MS2, is not possible for any reason, the Company and the Investment Manager may determine to undertake a smaller refinancing and/or to use the balance of the Net Initial Proceeds, if any, for acquisitions of Solar Power Assets in accordance with Investment Policy.

## **3. INTERMEDIARIES OFFER**

The Company expects, as part of the Initial Issue, to carry out the Intermediaries Offer which will open on 13 April 2021. The latest time and date for receipt by the Receiving Agent of completed applications from the Intermediaries, rather than from the Underlying Applicant, is 1:00 p.m. on 5 May 2021. Retail investors in the United Kingdom may be eligible to apply for Ordinary Shares at the Initial Issue Price through the Intermediaries Offer, by following the application procedures of the relevant Intermediary. The Intermediaries Offer is being made to retail investors in the UK only.

A minimum application amount per Underlying Applicant of US\$1,000 (or £1,000) will apply under the Intermediaries Offer. There is no maximum limit on the monetary amount that Underlying Applicants may invest. Any application made by investors through any Intermediary is subject to the terms and conditions agreed with each Intermediary. Intermediaries may elect to subscribe for Shares on behalf of Underlying Applicants in US Dollars at the Offer Price, or in Sterling at a price per Share equal to the Offer Price at the Relevant Sterling Exchange Rate. The Sterling equivalent amount will be converted into US Dollars by reference to the Relevant Sterling Exchange Rate following the closing of the Intermediaries Offer. An Intermediary must use a separate Intermediaries Offer Application Form where it is applying on behalf of Underlying Applicants in US Dollar and Sterling.

No Ordinary Shares allocated under the Intermediaries Offer will be registered in the name of any person whose registered address is outside the United Kingdom. Applications under the Intermediaries Offer must be by reference to the total monetary amount the applicant wishes to invest and not by reference to a number of Ordinary Shares or the Initial Issue Price.

Each Intermediary will agree to the terms and conditions for Intermediaries, which will regulate, inter alia, the conduct of the Intermediaries Offer on market standard terms which may provide for the payment of commission to any Intermediary.

Intermediaries will be required to provide the terms and conditions of the relevant offer made by the Intermediary to any prospective investor who has expressed an interest in participating in the Intermediaries Offer.

#### **4. SUBSEQUENT PLACINGS UNDER THE PLACING PROGRAMME**

Following completion of the Initial Issue (as described below), the Directors may, at their sole and absolute discretion, decide to carry out one or more Subsequent Placings before the Final Closing Date, should the Board determine that market conditions are appropriate. Any such Subsequent Placing may comprise the issue of Ordinary Shares and/or C Shares.

In using their discretion under the Placing Programme, the Directors may also take into account the desirability of limiting any premium to Net Asset Value at which the Ordinary Shares trade in order to ensure that Shareholders and new investors who acquire Ordinary Shares are not disadvantaged by being required to acquire such Ordinary Shares at a high premium to Net Asset Value per Ordinary Share.

The maximum number of Ordinary Shares and/or C Shares that may be issued under the Placing Programme is 500 million, less the number of Ordinary Shares issued pursuant to the Initial Issue. The actual number of Ordinary Shares and/or C Shares to be issued pursuant to any Subsequent Placing is not known as at the date of this Prospectus. The actual number of Ordinary Shares and/or C Shares issued will be notified by the Company through a Regulatory Information Service announcement and the Company's website, prior to the relevant Subsequent Admission.

Each Subsequent Placing is conditional, inter alia, on:

- the Sponsor and Placing Agreement not having been terminated on or before the date of the relevant Subsequent Placing having become unconditional (save for any condition relating to the relevant Subsequent Admission);
- the relevant Subsequent Admission occurring and becoming effective by no later than 8:00 a.m. (London time) on such date, not being later than the Final Closing Date, as the Company and the Joint Bookrunners may agree;
- in respect of the issue of Ordinary Shares, the relevant Placing Price being agreed between the Company and the Joint Bookrunners; and
- a valid supplementary prospectus being published by the Company if such is required by the Prospectus Regulation Rules.

In circumstances where these conditions are not fully met, the relevant Subsequent Placing will not take place. The investors acknowledge that where a Subsequent Placing does not take place, any monies paid by applicants will be returned to them without interest and at their own risk.

Any minimum gross proceeds in respect of each issue will be fixed by the Directors prior to each Subsequent Placing in consultation with the Joint Bookrunners, though it is not expected that any minimum proceeds will be set for any Subsequent Placing. It is expected that the costs of issuing Ordinary Shares under a Subsequent Placing will be substantially recouped through the cumulative premium at which Ordinary Shares are issued, in reflection of the premium to NAV at which the Ordinary Shares in issue are trading at the relevant time.

The terms and conditions which will apply to any subscriber for Shares under each Subsequent Placing procured by the Joint Bookrunners are set out in Part IX (Terms and Conditions of any Placing) of this Prospectus.

#### 4.1 Dilution in connection with Subsequent Placings

If 400 million Shares were to be issued pursuant to Subsequent Placings (being the maximum number of Shares that the Directors are authorised to issue under the Placing Programme less the number of Issue Shares to be issued under the Initial Issue (assuming that to be 100 million Ordinary Shares)), a Shareholder holding 1% of all Shares in issue immediately following Initial Admission who did not participate in any of the Subsequent Placings would hold 0.43% of all Shares in issue immediately following the Final Closing Date.

The above calculation assumes that if any classes of C Shares are issued on Subsequent Placings, each of the relevant Conversion Ratios will be 1:1. It should be noted that, however, on Conversion of any class of C Shares, any dilution resulting from the issue of C Shares may increase or decrease depending on the actual Conversion Ratio used for such Conversion.

#### 4.2 Placing Price and expenses of Subsequent Placings

Subject to the requirements of the Listing Rules, and except in relation to the Initial Issue, the price at which each Ordinary Share will be issued will be calculated by reference to the latest published Net Asset Value per Ordinary Share plus issue expenses. The premium at which Ordinary Shares are issued has the potential to ultimately provide an enhancement to the Net Asset Value attributable to the Ordinary Shares.

It is expected that arrangements of a similar nature as outlined above in relation to the Initial Issue will apply in relation to Subsequent Placings, with the costs and expenses that will be borne by investors being set at the time of the relevant Subsequent Placing ("**Subsequent Expenses**"), provided that on the basis that the Company undertakes the Initial Issue and at least one Subsequent Placing, and assuming that at least US\$150 million is raised in aggregate, the Directors estimate that total costs and expenses across the Initial Issue and such Subsequent Placings will not exceed 2% of the aggregate Gross Initial Proceeds and the gross proceeds of such Subsequent Placings. It is not possible to ascertain the exact costs and expenses of such Subsequent Placing. No Ordinary Shares issued pursuant to a Subsequent Placing will be issued at a Placing Price (net of the Subsequent Expenses pertaining to that Subsequent Placing) that is less than the latest published Net Asset Value per Ordinary Share.

Prospective investors will be able to elect to subscribe for Ordinary Shares and/or C Shares issued under the Placing Programme in US Dollars and/or Sterling. The Placing Price will be announced in US Dollars together with a Sterling equivalent amount and the relevant US Dollar/Sterling exchange rate used to convert the Placing Price, through a Regulatory Information Service announcement as soon as practicable in conjunction with each Subsequent Placing.

Fractions of Shares will not be issued and, where applications are received in Sterling, any fractional amounts arising as a result of using the relevant US Dollar/Sterling exchange rate used to convert the Placing Price will not be refunded to investors and will be retained by the Company.

### 5. C SHARES

The Company will issue a maximum of four classes of C Shares pursuant to the C Share Placing Programme. Subsequent Placings of C Shares will have security identification numbers issued in consecutive order, namely class 1 to class 4 (such that the first class of C Shares to be issued after the Initial Issue will be identified as "C1 Shares", the second class will be "C2 Shares" and so on). The announcement of each allotment and issue will contain details of the relevant security identification numbers for the class of C Share being issued. The Company may, at its discretion, issue additional classes of C Shares prior to the Conversion of any previously issued classes of C Shares.

Each class of C Shares will form a distinct and separate class of Shares from other classes of C Shares. Each class of C Shares will have the same rights and characteristics as any other class of C Shares. A new class of C Shares may be issued prior to the Conversion of any existing class(es) of C Shares in a number of circumstances including where the existing cash attributable to Ordinary Shares and any existing class(es) of C Shares is considered to be potentially insufficient to fund the acquisition of, or commitments to, one or more pipeline investment (which may or may not ultimately materialise). Save for not becoming a "close company" (as defined in section 439 of the UK

Corporation Tax Act 2010, as amended), it is not expected that there will be any minimum Net Issue Proceeds set for any relevant Subsequent Placing.

The C Shares issued pursuant to a Subsequent Placing will convert into Ordinary Shares in accordance with the conversion mechanism and subject to the terms and conditions described in section 5.2.22 of Part VIII (Additional Information on the Company) of this Prospectus.

Upon Conversion, the new Ordinary Shares arising will rank *pari passu* with all other Ordinary Shares then in issue for dividends and other distributions declared, made or paid by reference to a record date falling after the relevant Conversion Calculation Date. The number of new Ordinary Shares issued on Conversion will be rounded down to the nearest whole number and any fractions may be dealt with by the Directors in such manner as they see fit.

## **6. GENERAL**

### **6.1 Dealing Codes**

When admitted to trading, the Ordinary Shares are registered with ISIN GB00BJCWFX49, SEDOL number BJCWFX4 (in respect of Ordinary Shares traded in US Dollars) and SEDOL number BHZ6410 (in respect of Ordinary Shares traded in Sterling) and it is expected that the Ordinary Shares are traded under the ticker symbol USF (in respect of Ordinary Shares traded in US Dollars) and ticker symbol USFP (in respect of Ordinary Shares traded in Sterling). The Company's Legal Entity Identifier (LEI) is 2138007BIUWE7AHS5Y90.

Each class of C Shares issued pursuant to a Subsequent Placing made throughout the Placing Programme will have separate ISINs, SEDOLs and ticker symbols issued. The announcement of each issue of C Shares will contain details of the relevant ISIN, SEDOL and ticker symbol for such class of C Shares being issued.

### **6.2 Scaling Back and Allocation**

If aggregate applications for Shares pursuant to the Initial Issue or a Subsequent Placing exceed a level that the Directors determine, in their absolute discretion at the time of closing the Initial Issue or relevant Subsequent Placing, to be the appropriate maximum size of the Initial Issue or such Subsequent Placing, applications under the Initial Issue or Subsequent Placing, as applicable, will be scaled back at the Joint Bookrunners' discretion. Accordingly, applicants for Shares may, in certain circumstances, not be allotted the number of Shares for which they have applied. The Joint Bookrunners reserve the right, at their sole discretion but after consultation with the Company, to scale back applications for Shares received pursuant to any Placing in such amounts as they consider appropriate. The Joint Bookrunners on behalf of the Company reserve the right to decline in whole or in part any application for Shares received pursuant to any Placing. The Offer for Subscription, the Intermediaries Offer or the Initial Placing may be scaled back in favour any of the others.

The Company will notify investors of the number of Shares successfully applied for and the results of an Issue will be announced by the Company through an RIS announcement.

Subscription monies received for unsuccessful applications (or to the extent applications are scaled back) will be returned without interest to the bank account from which the money was received forthwith following the relevant Admission.

### **6.3 Dealings in Shares**

Applications will be made to each of the FCA and the London Stock Exchange for the Issue Shares to be issued pursuant to the Initial Issue (and for any Shares issued pursuant to any Subsequent Placing) to be admitted to the premium listing category of the Official List under Chapter 15 of the Listing Rules and to trading on the premium segment of the Main Market.

It is anticipated that dealings in the Shares will commence no more than three Business Days after the trade date for each issue of Shares. Except where the Company may determine (in its absolute discretion) otherwise, it is expected that all Shares issued pursuant to a particular Placing will be issued in uncertificated form. If the Company decides to issue any Shares in certificated form, it is

expected that share certificates would be dispatched approximately two weeks after the relevant Admission of the relevant Shares. No temporary documents of title will be issued.

The Company does not guarantee that at any particular time any market maker(s) will be willing to make a market in the Shares, nor does it guarantee the price at which a market will be made in the Shares. Accordingly, the dealing price of the Shares may not necessarily reflect changes in the Net Asset Value per Ordinary Share or the Net Asset Value per class of C Share (as the case may be). Furthermore, the level of the liquidity in the various classes of Shares can vary significantly and liquidity on the Main Market cannot be known prior to trading.

#### **6.4 CREST**

CREST is a paperless settlement process enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by written instrument. The Articles permit the holding of Shares under the CREST system. The Ordinary Shares are admitted to CREST (and the Company will apply for any class of C Shares to be admitted to CREST with effect from the date of the relevant Admission). Accordingly, settlement of transactions in the Shares may take place within the CREST system if any Shareholder so wishes.

CREST is a voluntary system and Shareholders who wish to receive and retain share certificates will be able to do so. An investor applying for Shares in the Initial Issue or any Subsequent Placing may elect to receive Shares in uncertificated form if such investor is a system-member (as defined in the CREST Regulations) in relation to CREST.

#### **6.5 Miscellaneous**

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

If there are any significant new factors relating to the information described in this Prospectus after its publication, the Company will publish a supplementary prospectus. The supplementary prospectus will give details of the significant new factors.

The Directors (in consultation with the Joint Bookrunners) may in their absolute discretion waive the minimum application amounts in respect of any particular application for Shares under the Initial Issue and Placing Programme.

Should the Initial Issue or a Subsequent Placing be aborted or fail to complete for any reason, monies received will be returned without interest at the risk of the applicant to the bank account from which the money was received forthwith following such abort or failure, as the case may be. Any abort or failure fees and expenses will be borne by the Company. Should the Initial Issue fail to complete, the Placing Programme will (unless the Company indicates otherwise through an RIS announcement) still be established from the date of the Prospectus to the Final Closing Date.

The Placing Programme will be suspended at any time when the Company is unable to issue Shares pursuant to the Placing Programme under any statutory provision or other regulation applicable to the Company or otherwise at the Directors' discretion. The Placing Programme may resume when such conditions cease to exist, subject always to the Final Closing Date.

### **7. LEGAL IMPLICATIONS OF THE CONTRACTUAL RELATIONSHIP ENTERED INTO FOR THE PURPOSE OF INVESTMENT**

The Company is a public company limited by shares, incorporated in England and Wales under the Act. While investors acquire an interest in the Company on subscribing for or purchasing Shares, the Company is the sole legal and/or beneficial owner of its investments. Consequently, Shareholders have no direct legal or beneficial interest in those investments. The liability of Shareholders for the debts and other obligations of the Company is limited to the amount unpaid, if any, on the Shares held by them. Shareholders' rights in respect of their investment in the Company are governed by the Articles and the Act. Under English law, the following types of claim may in certain circumstances be brought against a company by its shareholders: contractual claims under its articles of association; claims in misrepresentation in respect of statements made in its prospectus and other marketing documents; unfair prejudice claims; and derivative actions. If a Shareholder considers that it may

have a claim against the Company in connection with such investment in the Company, such Shareholder should consult their own legal advisers.

### ***Jurisdiction and applicable law***

As noted above, Shareholders' rights are governed principally by the Articles and the Act. By subscribing for Shares under the Initial Issue and a Subsequent Placing, investors agree to be bound by the Articles which are governed by, and construed in accordance with, the laws of England and Wales.

### ***Choice of law***

Where a matter comes before an English court, the choice of a governing law in any given agreement is subject to the provisions of UK Rome I. Under UK Rome I, the English court may apply any rule of English law which is mandatory irrespective of the governing law and may refuse to apply a governing law if it is manifestly incompatible with English public policy. Further, where all elements relevant to the situation at the time of choice are located in a country other than the country whose law has been chosen, the parties' choice shall not prejudice the application of provisions of the law of that other country which cannot be derogated from by agreement. Further, where all elements are located in the UK and/or one or more EU member states, the parties' choice of some other law shall not prejudice the application of provisions of retained EU law which cannot be derogated from by agreement.

### ***Recognition and enforcement of foreign judgments***

Shareholders should note that there are a number of legal instruments providing for the recognition and enforcement of foreign judgments in England. Depending on the nature and jurisdiction of the original judgment, the Hague Convention, the Civil Jurisdiction and Judgments Act 1982 (in respect of Scottish and Northern Irish judgments), or the Administration of Justice Act 1920 or the Foreign Judgments (Reciprocal Enforcement) Act 1933 (which give effect to reciprocal arrangements with certain countries) may apply. Judgments which fall outside of those legal instruments may be enforceable at common law.

The UK has applied to re-accede to the Lugano Convention, which would secure a reciprocal arrangement in the areas of jurisdiction and the recognition and enforcement of judgments of countries which are parties to the convention (i.e. EU Member States and Iceland, Norway and Switzerland). However, the unanimous agreement of the contracting states is required for the accession of new members and, as at the date of this Prospectus, this is still pending.

## **8. OVERSEAS PERSONS AND RESTRICTED TERRITORIES**

The attention of potential investors who are not resident in, or who are not citizens of, the UK is drawn to the sections below.

The offer of Issue Shares under the Initial Issue and/or the Subsequent Placings to Overseas Persons may be affected by the laws of other relevant jurisdictions. Such persons should consult their professional advisers as to whether they require any government or other consents or need to observe any applicable legal requirements to enable them to acquire Shares under the Initial Issue and/or the Subsequent Placings. It is the responsibility of all Overseas Persons receiving this Prospectus or wishing to subscribe for Issue Shares under the Initial Issue or the Subsequent Placings to satisfy themselves as to full observance of the laws of the relevant territory in connection therewith, including obtaining all necessary governmental or other consents that may be required and observing all other formalities needing to be observed and paying any issue, transfer or other taxes due in such territory.

In particular, none of the Shares have been or will be registered under the laws of any Restricted Territory. Accordingly, the Shares may not be offered, sold, issued or delivered, directly or indirectly, within any Restricted Territory unless an exemption from any registration requirement is available.

No person receiving a copy of this Prospectus in any territory other than the UK may treat the same as constituting an offer or invitation to them, unless in the relevant territory such an offer can lawfully be made to them without compliance with any material further registration or other legal requirements.



Persons (including, without limitation, nominees and trustees) receiving this Prospectus should not distribute or send it to any jurisdiction where to do so would or might contravene local securities laws or regulations.

Investors should additionally consider the provisions set out under the heading "Important Notices" on pages 39 to 47 of this Prospectus.

The Company has not been and will not be registered under the Investment Company Act, and as such investors in the Shares are not and will not be entitled to the benefits of the Investment Company Act. The Shares have not been and will not be registered under the Securities Act, or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered, sold, resold, pledged, delivered or transferred, directly or indirectly, into or within the United States or to, or for the account or benefit of, any US Persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States and in a manner which would not require the Company to register under the Investment Company Act. In connection with the Initial Issue and any relevant Subsequent Placing, subject to certain exceptions, the Shares will be offered and sold only outside the United States in "offshore transactions" to non-US Persons pursuant to Regulation S under the Securities Act. There has been and will be no public offering of the Shares in the United States.

The Company reserves the right to treat as invalid any agreement to subscribe for Shares under any Issue if it appears to the Company or its agents to have been entered into in a manner that may involve a breach of the securities legislation of any jurisdiction.

#### **8.1 Certain ERISA Considerations**

Unless otherwise expressly agreed with the Company, the Shares may not be acquired by:

- 8.1.1 investors using 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 whose underlying assets are considered to include "plan assets" by reason of investment by an "employee benefit plan" or "plan" described in preceding clause (A) or (B) in such entity pursuant to the US Plan Assets Regulations; or
- 8.1.2 a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the US Tax Code, unless its purchase, holding, and disposition of the Shares will not constitute or result in a non-exempt violation of any such substantially similar law.

#### **8.2 Representations, Warranties and Undertakings**

Unless otherwise expressly agreed with the Company, each acquirer of Shares pursuant to the Initial Issue or a Subsequent Placing and each subsequent transferee, and each acquirer of Ordinary Shares upon conversion of any C Shares and each subsequent transferee, by acquiring Shares or a beneficial interest therein, will be deemed to have represented, warranted, undertaken, agreed and acknowledged to the Company and the Joint Bookrunners as follows:

- 8.2.1 it is located outside the United States, it is not a US Person, it is acquiring the Shares in an "offshore transaction" meeting the requirements of Regulation S and it is not acquiring the Shares for the account or benefit of a US Person;
- 8.2.2 the Shares have not been and will not be registered under the Securities Act, or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered, sold, resold, pledged, delivered or transferred, directly or indirectly, into or within the United States or to, or for the account or benefit of, US Persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and

in compliance with any applicable securities laws of any state or other jurisdiction of the United States and in a manner which would not require the Company to register under the Investment Company Act;

- 8.2.3 the Company has not been and will not be registered under the Investment Company Act, and as such investors are not and will not be entitled to the benefits of the Investment Company Act and the Company has elected to impose restrictions on each Issue and on the future trading in the Shares to ensure that the Company is not and will not be required to register under the Investment Company Act;
- 8.2.4 it is not acquiring the Shares as a result of any general solicitation or general advertising (as those terms are defined in Regulation D under the Securities Act) or any directed selling efforts (as that term is defined in Regulation S) and that its acquisition of the Shares is not part of a plan or scheme to evade the registration requirements of the Securities Act;
- 8.2.5 if in the future it decides to offer, sell, transfer, assign, pledge or otherwise dispose of the Shares or any beneficial interest therein, it will do so only (i) outside the United States in an "offshore transaction" complying with the provisions of Regulation S to a person not known by the transferor to be a US Person, by prearrangement or otherwise, or (ii) to the Company or a subsidiary thereof. It acknowledges and agrees that any offer, sale, transfer, assignment, pledge or other disposal made other than in compliance with the foregoing restrictions will be subject to the compulsory transfer provisions contained in the Articles;
- 8.2.6 it is acquiring the Shares for its own account or for one or more investment accounts for which it is acting as a fiduciary or agent, in each case for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the Shares in any manner that would violate the Securities Act, the Investment Company Act or any other applicable securities laws;
- 8.2.7 it is aware and acknowledges that the Company reserves the right to make inquiries of any holder of the Shares or interests therein at any time as to such person's status under US federal securities laws and to require any such person that has not satisfied the Company that the holding by such person will not violate or require registration under US federal securities laws to transfer such Shares or interests in accordance with the Articles;
- 8.2.8 the representations, warranties, undertakings, agreements and acknowledgements contained in this Prospectus are irrevocable and it acknowledges that the Company, the Joint Bookrunners, their respective Affiliates and their respective directors, officers, agents, employees, advisers and others will rely upon the truth and accuracy of the representations, warranties, undertakings, agreements and acknowledgements contained herein;
- 8.2.9 if any of the representations, warranties, undertakings, agreements or acknowledgements contained herein are no longer accurate or have not been complied with, it will immediately notify the Company and the Joint Bookrunners; and
- 8.2.10 if it is acquiring any Shares as a fiduciary or agent for one or more accounts, it has sole investment discretion with respect to each such account and it has full power to make, and does make, the representations, warranties, undertakings, agreements and acknowledgements contained herein on behalf of each such account.

## **PART VI – TAXATION**

The information below, which relates only to the UK, summarises the advice received by the Board and is applicable to the Company and (except in so far as express reference is made to the treatment of other persons) to persons who are resident in the United Kingdom for taxation purposes and who hold Shares as an investment (and not to entities or persons resident in other jurisdictions). It is based on current UK tax law and published practice, respectively, which law or practice is, in principle, subject to any subsequent changes therein (potentially with retrospective effect). It is not intended to be, nor should it be construed to be, legal or tax advice. 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. Any inheritance tax consequences of holding Shares are also not considered. The tax consequences for each Shareholder of 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.

**If you are in any doubt about your tax position, you should consult your professional adviser.**

### **1. THE COMPANY**

At the time of the Company's IPO, the Directors applied to HMRC for approval as an investment trust which was granted. Since the Company's IPO, the Directors have conducted and intend to continue to conduct the affairs of the Company so as to enable it to satisfy the conditions necessary for it to be eligible as an investment trust under Chapter 4 of Part 24 of the UK Corporation Tax Act 2010 (as amended) and the Investment Trust (Approved Company) (Tax) Regulations 2011 (as amended). However, neither the Investment Manager nor the Directors can provide assurance that this eligibility will be maintained. One of the conditions for a company to qualify as an investment trust is that it is not a "close company" for UK tax purposes. The Directors consider that the Company is not and should not be a close company immediately following Initial Admission. In respect of each accounting period for which the Company is approved by HMRC as an investment trust, the Company is exempt from UK taxation on its chargeable gains. The Company is, however, (subject to what follows) liable to pay UK corporation tax on its income in the normal way. Income arising from overseas investments may be subject to foreign withholding taxes at varying rates, but double taxation relief may be available. The Company should in practice 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.

### **2. SHAREHOLDERS**

#### **2.1 Taxation of chargeable gains**

A disposal of Shares (including a disposal on a winding up of the Company) by a Shareholder who is resident in the UK for tax purposes, or who is not so resident but carries on a trade in the UK through a branch, agency or permanent establishment in connection with which their investment in the Company is used, held or acquired, 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 exemption, such that capital gains tax is chargeable only on gains arising from all sources during the tax year in excess of this figure. The annual exemption is £12,300 for the tax year 2021/22. For such individual Shareholders, capital gains tax will be chargeable on a disposal of Shares at the applicable rate (the current rate being 10% for basic rate taxpayers or 20% for higher or additional rate taxpayers).

Generally, an individual Shareholder who has ceased to be resident in the UK for tax purposes for a period of five years or less and who disposes of Shares during that period may be liable on their return to the UK to UK taxation on any chargeable gain realised (subject to any available exemption or relief) under anti-avoidance legislation relating to temporary non-residents.

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

Shareholders who are neither resident in the UK, nor non-residents for the purposes of the anti-avoidance legislation referred to above, and who do not carry on a trade in the UK through a branch, agency or permanent establishment with which their investment in the Company is connected, should not be subject to UK taxation on chargeable gains on a disposal of their Shares.

## 2.2 Dividends – individuals

The following statements summarise the expected UK tax treatment for individual Shareholders who receive dividends from the Company.

UK resident individuals are entitled to a nil rate of income tax on the first £2,000 of dividend income in a tax year (the "**Nil Rate Amount**"). Any dividend income received by a UK resident individual Shareholder in respect of the Shares in excess of the Nil Rate Amount will be subject to income tax currently at a rate of 7.5% to the extent that it is within the basic rate band, 32.5% to the extent that it is within the higher rate band and 38.1% to the extent that it is within the additional rate band.

Dividend income that is within the Nil Rate Amount counts towards an individual's basic or higher rate limits – and will therefore affect the level of savings allowance to which they are entitled, and the rate of tax that is due on any dividend income in excess of the Nil Rate Amount. In calculating into which tax band any dividend income over the Nil Rate Amount falls, savings and dividend income are treated as the highest part of an individual's income. Where an individual has both savings and dividend income, the dividend income is treated as the top slice.

The Company will not be required to withhold tax at source when paying a dividend to individuals.

To the extent that an election is made by the Company to designate part or all of its dividends as an interest distribution in respect of an accounting period, then the corresponding dividends paid by the Company will be taxed as interest income in the hands of UK resident individual shareholders. To the extent the Shareholder is within the basic rate band, interest received in excess of the tax-free savings income of £1,000, will be taxed at 20%. To the extent the Shareholder is within the higher rate band, interest received in excess of the tax-free savings income for higher rate tax payers of £500, will be taxed at 40%. To the extent the Shareholder is within the additional rate band, interest received will be taxed at 45%. The tax-free savings income is not available for additional rate taxpayers.

## 2.3 Dividends – corporations

A corporate Shareholder who is tax resident in the UK or carries on a trade in the UK through a permanent establishment in connection with which its Shares are held 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 tax 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 rate of 19%.

The Company will not be required to withhold tax at source when paying a dividend to corporations.

To the extent that an election is made by the Company to designate part or all of its dividends as an interest distribution in respect of an accounting period then the corresponding dividends paid by the Company will be generally taxed according to loan relationship rules in the hands of UK corporate Shareholders and subject to corporation tax at a current rate of 19%.

## 3. STAMP DUTY AND STAMP DUTY RESERVE TAX ("SDRT")

Transfers on the sale of existing Shares held in certificated form will generally be subject to UK stamp duty at the rate of 0.5% of the amount or value of the consideration given for the transfer (rounded up to the nearest £5). However, an exemption from stamp duty will be available on an instrument transferring existing Shares where the amount or value of the consideration is £1,000 or less, and it is certified on the instrument that the transaction effected by the instrument does not form part of a larger transaction or series of transactions for which the aggregate consideration exceeds £1,000. The purchaser normally pays the stamp duty.

An unconditional agreement to transfer existing Shares will normally give rise to a charge to SDRT at the rate of 0.5% of the amount or value of the consideration payable for the transfer. However, if a duly stamped or exempt transfer in respect of the agreement is produced within six years of the date on which the agreement is made (or, if the agreement is conditional, the date on which the agreement becomes unconditional) any SDRT paid is repayable, generally with interest, and otherwise the SDRT charge is cancelled. SDRT is, in general, payable by the purchaser.

Paperless transfers of existing Shares within the CREST system will generally be liable to SDRT, rather than stamp duty, at the rate of 0.5% of the amount or value of the consideration payable. CREST is obliged to collect SDRT on relevant transactions settled within the CREST system (but in practice the cost will be passed on to the purchaser). Deposits of Shares into CREST will not generally be subject to SDRT, unless the transfer into CREST is itself for consideration in the form of money or money's worth.

The issue of new Shares pursuant to the Initial Issue and any Subsequent Placing should not generally be subject to UK stamp duty or SDRT.

#### **4. ISAS, SIPPS AND SSAS**

Shares issued by the Company should be eligible to be held in a stocks and shares ISA (whether acquired pursuant to the Initial Placing, the Offer for Subscription or any Subsequent Placing), subject to applicable annual subscription limits (£20,000 in the tax year 2021/2022).

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

Selling shares within an ISA to reinvest would not count towards the Shareholder's capital gains annual exemption limit and for "flexible" ISAs (which does not include junior ISAs) Shareholders may be entitled to withdraw and replace funds in their stocks and shares ISA, in the same tax year, without using up their annual subscription limit.

Shares should be eligible for inclusion in a self-invested personal pension ("**SIPP**") or a small self-administered scheme ("**SSAS**") (whether acquired pursuant to the Initial Placing, the Offer for Subscription or any Subsequent Placing), 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.

#### **5. INFORMATION REPORTING**

The Company is required to comply with The International Tax Compliance Regulations 2015 (SI2015/878). These regulations transpose into UK law rules and obligations derived from the Common Reporting Standard for Automatic Exchange of Financial Account Information published by the Organisation for Economic Co-operation and Development (OECD) and inter-governmental agreements (including with the United States under FATCA) entered into by the UK which are aimed at increasing transparency and reducing tax evasion.

In connection with such UK regulations, international agreements and obligations the Company may, inter alia, be required to collect and report to HMRC certain information regarding Shareholders and other account holders of the Company and HMRC may pass this information on to tax authorities in other jurisdictions in accordance with the UK regulations and relevant international agreements.

#### **6. PREVENTION OF THE CRIMINAL FACILITATION OF TAX EVASION**

Two United Kingdom corporate criminal offences for failure to prevent the facilitation of tax evasion ("FTP" offences) created by the Criminal Finances Act 2017 impose criminal liability on a company or a partnership (a "relevant body") if it fails to prevent the criminal facilitation of tax evasion by a "person associated" with the relevant body. There is a defence to the charge if the relevant body can show that it had in place "reasonable prevention procedures" at the time the facilitation took place. In order to comply with the Criminal Finances Act 2017, the Company and/or the Investment Manager may require additional information from Shareholders or prospective investors in the Company regarding their tax affairs.

## PART VII – HISTORICAL FINANCIAL INFORMATION ON THE COMPANY

### 1. STATUTORY ACCOUNTS FOR THE RELEVANT HISTORICAL FINANCIAL PERIODS

Statutory accounts for the Company and its group prepared in accordance with International Financial Reporting Standards for the financial periods ended 31 December 2020 (the “**2020 Annual Report**”) and 31 December 2019 (the “**2019 Annual Report**”) and the half yearly period ended 30 June 2020 (the “**2020 Interim Report**”), in respect of which the Company's auditors, Deloitte LLP, of 2 New Street Square London, EC4A 3BZ, made unqualified reports, have been delivered to Registrar of Companies.

As at the date of this Prospectus, save for the Company announcing on 16 March 2021 a dividend of 0.50 cents per ordinary share for the period ending 31 December 2020 (which was paid on 12 April 2021), there has been no significant change in the financial position of the Company since 31 December 2020, being the end of the last financial period for which audited financial information has been published.

The auditors' reports and financial statements of the Company for each of the financial years ended 31 December 2020 and 31 December 2019, and the half yearly period ended 30 June 2020 were unqualified.

### 2. HISTORICAL FINANCIAL INFORMATION

The published 2020 Annual Report, 2019 Annual Report and the 2020 Interim Report (which have been incorporated by reference in this Prospectus as set out in paragraph 5 of this Part VII of this Prospectus) included, on the pages specified in the table below, the following information:

	<i>For year ended 31 December 2020</i>	<i>For year ended 31 December 2019</i>	<i>For six month period ended 30 June 2020</i>
	Page No(s)	Page No(s)	Page No(s)
Statement of Profit and Loss and Comprehensive Income	80	69	54
Statement of Financial Position	81	70	55
Statement of Changes in Equity	82	71	56
Statement of Cash Flows	83	72	57
Notes to the Financial Statements	84 to 102	74 to 88	60 to 72
Directors' Report	37 to 40	33 to 35	44 to 46
Independent Auditor's Report	71 to 79	61 to 68	50 to 52

### 3. SELECTED FINANCIAL INFORMATION

The key audited figures that summarise the financial condition of the Company in respect of the financial periods ended 31 December 2020 and 31 December 2019, and the key unaudited figures in respect of the six month period ended 30 June 2020, each of which have been extracted without material adjustment from the historical financial information referred to above (unless otherwise indicated in the notes below the following table), are set out in the following table:

	<i>For year ended 31 December 2020 US\$</i>	<i>For period ended 31 December 2019 US\$</i>	<i>For the six months ended 30 June 2020 US\$</i>
Net gain on investments at fair value through profit and loss	3,300,528	472,416	1,719,385
MSA fee income	3,000,000	-	-
Interest Income	224,699	1,944,795	224,699
	<b>6,525,227</b>	<b>2,417,211</b>	<b>1,944,084</b>
<b>Expenditure</b>			
Administrative and other expenses	(2,878,601)	(2,120,851)	(1,491,154)
<b>Operating profit for the period</b>	<b>3,646,626</b>	<b>296,360</b>	<b>452,930</b>
Loss on foreign exchange	3,411	(150,280)	(671)
<b>Profit before taxation</b>	<b>3,650,037</b>	<b>146,080</b>	<b>452,259</b>
Taxation	-	-	-

<b>Profit and Total Comprehensive Income for the period</b>	<b>3,650,037</b>	<b>146,080</b>	<b>452,259</b>
Earnings per share (basic and diluted) (in cents)	0.018	0.001	0.226
<b>Non-current assets</b>			
Investment held at fair value	195,324,276	119,472,416	168,243,133
	<b>195,324,276</b>	<b>119,472,416</b>	<b>168,243,133</b>
<b>Current assets</b>			
Trade and other receivables	45,587	88,744	90,684
Cash and bank balances	523,170	76,458,662	26,243,772
	<b>568,757</b>	<b>76,547,406</b>	<b>26,334,456</b>
<b>Total Assets</b>	<b>195,893,033</b>	<b>196,019,822</b>	<b>194,577,589</b>
<b>Current liabilities</b>			
Trade and other payables	732,723	603,641	710,071
Dividends payable	1,000,962	1,000,461	1,000,462
<b>Net current assets</b>	<b>(1,164,928)</b>	<b>74,943,304</b>	<b>24,623,923</b>
<b>Total net assets</b>	<b>194,159,348</b>	<b>194,415,720</b>	<b>192,867,056</b>
<b>Shareholders' equity</b>			
Share capital	2,001,924	2,000,923	2,000,923
Share premium	184,786	89,350	89,350
Capital reduction reserve	188,176,521	192,179,367	190,178,444
Capital reserve	3,271,402	319,371	2,038,085
Retained earnings/(losses)	524,715	(173,291)	(1,439,746)
<b>Total shareholders' equity</b>	<b>194,159,348</b>	<b>194,415,720</b>	<b>192,867,056</b>
Net asset value per share	0.970	0.972	0.964

#### 4. OPERATING AND FINANCIAL REVIEW

The published annual report and audited accounts of the Company for the financial periods ended 31 December 2020 and 31 December 2019 and the unaudited interim financial statements for the six month period ended 30 June 2020, included, on the pages specified in the table below, descriptions of the Company's financial condition (in both capital and revenue terms), changes in its financial condition and details of the Company's portfolio of investments for this period.

	<i>For year ended 31 December 2020</i>	<i>For period ended 31 December 2019</i>	<i>For the six months ended 30 June 2020</i>
	Page No(s)	Page No(s)	Page No(s)
Chair's statement	3 to 6	5 to 7	3 to 6
Investment Manager's Report	7 to 24	8 to 22	7 to 28

#### 5. AVAILABILITY OF ANNUAL REPORT AND AUDITED ACCOUNTS FOR INSPECTION

Copies of the 2020 Annual Report, the 2019 Annual Report and the 2020 Interim Report are available for inspection on the Company's website, [www.ussolarfund.co.uk](http://www.ussolarfund.co.uk).

The sections of the 2020 Annual Report, the 2019 Annual Report and the 2020 Interim Report deemed relevant to investors for the purposes of this Prospectus have been incorporated by reference above. The sections which have not been incorporated are not deemed relevant to investors for the purposes of this Prospectus.

Unless it has been incorporated by reference into this document, as set out in this Part VII (Historical Financial Information on the Company), neither the information on the Company's or the Investment Manager's website (or any other website) nor the content of any website accessible from hyperlinks on the Company's or the Investment Manager's website (or any other website) is incorporated into, or forms part of this document, or has been approved by the FCA. Investors should base their decision whether or not to invest in the Shares on the contents of this Prospectus alone.

## **PART VIII – ADDITIONAL INFORMATION ON THE COMPANY**

### **1. INCORPORATION OF THE COMPANY**

- 1.1 The Company was incorporated in England and Wales under the Act as a public limited company on 10 January 2019 with registered number 11761009. The Company has received a certificate under section 761 of the Act entitling it to commence business and to exercise its borrowing powers. Prior to the Company's IPO, the Company gave notice to the Registrar of Companies of its intention to carry on business as an investment company under section 833 of the Act.
- 1.2 The Company is resident for tax purposes in the United Kingdom and currently has no employees
- 1.3 The principal activity of the Company is to invest its assets in accordance with the investment policy set out in section 2 of Part I (Information on the Company) of this Prospectus.
- 1.4 The Company operates under the Act and is not regulated as a collective investment scheme by the FCA. Its registered office and principal place of business is at The Scalpel, 18th Floor, 52 Lime Street, London, England, EC3M 7AF, and the statutory records of the Company are kept at this address (save for the register of members, which are kept at the Registrar's address). The Company's telephone number is +44 (0) 207 409 0181.

### **2. PRINCIPAL ACTIVITIES OF THE COMPANY**

- 2.1 Since the Company's IPO, it has conducted and intends to continue at all times to conduct its affairs so as to enable it to qualify as an investment trust for the purposes of Part 4 of Chapter 24 of the UK Corporation Tax Act 2010 and the UK Investment Trust (Approved Company) (Tax) Regulations 2011 (as amended).
- 2.2 In summary, the conditions that must be met for a company to be approved as an investment trust in respect of an accounting period are that, in relation to that accounting period:
  - 2.2.1 all, or substantially all, of the business of the company is to invest its funds in shares, land or other assets with the aim of spreading investment risk and giving members of the company the benefit of the results of the management of its funds;
  - 2.2.2 the shares making up the company's ordinary share capital (or, if there are such shares of more than one class, those of each class) and which, for these purposes, shall include the Ordinary Shares and any class of C Shares are admitted to trading on a regulated market;
  - 2.2.3 the company is not a venture capital trust or a real estate investment trust;
  - 2.2.4 the company is not a close company (as defined in section 439 of the UK Corporation Tax Act 2010); and
  - 2.2.5 subject to particular rules that may apply where the company has accumulated revenue losses brought forward from previous accounting periods, the company does not retain an amount which is greater than the higher of: (i) 15% of its income for the accounting period; and (ii) any amount of income that the company is required to retain in respect of the accounting period by virtue of a restriction imposed by law.

### **3. THE AIFM**

- 3.1 The Investment Manager, New Energy Solar Manager Pty Limited, is a limited liability company incorporated in Australia (Australian Company Number 609 166 645). The Investment Manager is recorded with ASIC as a corporate authorised representative (Corporate Authorised Representative Number 1237667) of E&P Funds Management Pty Limited, which holds an Australian financial services licence (Australian Financial Services Licence Number 450 257) to provide advice and dealing services (amongst other things) for a range of financial products. The registered office of the Investment Manager is Level 15,



100 Pacific Highway, North Sydney NSW 2060, Australia and its telephone number is +61 1300 454 801.

#### 4. SHARE CAPITAL

##### 4.1 Ordinary Shares

4.1.1 The Ordinary Shares are registered with ISIN GB00BJCWFX49, SEDOL number BJCWFX4 (in respect of Ordinary Shares traded in US Dollars) and SEDOL number BHZ6410 (in respect of Ordinary Shares traded in Sterling) and the Ordinary Shares are traded under the ticker symbol USF (in respect of Ordinary Shares traded in US Dollars) and ticker symbol USFP (in respect of Ordinary Shares traded in Sterling). Each class of C Shares issued pursuant to a Subsequent Placing made throughout the Placing Programme will have separate ISINs, SEDOLs and ticker symbols issued. The announcement of each issue of C Shares will contain details of the relevant ISIN, SEDOL and ticker symbol for such class of C Shares being issued.

4.1.2 Set out below is the issued share capital of the Company: (a) as at the date of this Prospectus; and (b) immediately following the Initial Issue (assuming 105 million Issue Shares are issued). All Issue Shares issued pursuant to the Initial Issue will be fully paid on Initial Admission.

	<b>At the date of this Prospectus</b>		<b>Immediately following the Initial Issue</b>	
	<b>Number</b>	<b>Aggregate nominal value</b>	<b>Number</b>	<b>Aggregate nominal value</b>
Ordinary Shares	200,192,361	US\$2,001,923.61	305,192,361	US\$3,051,923.61

4.2 The effect of the Initial Issue and any Subsequent Placings will be to increase the net assets of the Company. Assuming that 500 million Shares are issued, in aggregate, under the Initial Issue and the Subsequent Placings at an average issue price of US\$1.00 per Share, the net assets of the Company are expected to grow by US\$490 million.

4.3 At a general meeting of the Company held on 21 February 2019, the Initial Shareholder of the Company approved, amongst others, resolutions as follows:

- (A) the Directors were authorised to allot Ordinary Shares and C Shares convertible into Ordinary Shares, up to an aggregate nominal amount equal to the difference between the nominal amount of the Ordinary Shares issued on IPO and US\$20 million, such authority to expire at the end of the period of five years from the date of the passing of that resolution; and
- (B) the Directors were empowered to allot Ordinary Shares and C Shares as referred to in sub-paragraph (A) above on a non-pre-emptive basis provided that this power expires upon the expiry of the authorities to allot Shares referred to in sub-paragraph (A) above;

4.4 At the Company's first annual general meeting, held in June 2020, the Shareholders of the Company approved, amongst others, resolutions as follows:

- (A) the Company was authorised to make market purchases of Ordinary Shares on such terms and in such manner as the Directors may from time to time determine, provided that:
  - (1) the maximum number of Ordinary Shares authorised to be acquired other than pursuant to an offer made to Shareholders

generally is equal to 29,993,839 or, if lower, 14.99% of the number of Ordinary Shares in issue immediately prior to the passing of the resolution at the Company's first annual general meeting;

- (2) the minimum price which may be paid for any Ordinary Share is US\$0.01;
- (3) the maximum price (exclusive of expenses) which may be paid for any Ordinary Share is the higher of: (i) an amount equal to 105% of the average of the middle market quotations for an Ordinary Share as derived from the London Stock Exchange Daily Official List for the five Business Days immediately preceding the day on which such Ordinary Share is contracted to be purchased; and (ii) the higher of: (a) the price of the last independent trade; and (b) the highest current independent bid for an Ordinary Share in the Company on the trading venues where the relevant market purchases by the Company pursuant to the authority conferred by that resolution will be carried out; and
- (4) such authority shall expire on 22 September 2021 or, if earlier, at the conclusion of the Company's second annual general meeting;

4.5 The Company's share premium account was, and the Initial Redeemable Preference Shares issued prior to the Company's IPO were, cancelled on 19 June 2019, which enabled the Directors to make Ordinary Share repurchases out of the Company's distributable reserves to the extent considered desirable by the Directors. In addition, the Company may, where the Directors consider it appropriate, use the reserve created by the cancellation of its share premium account to pay dividends.

4.6 Subject as provided elsewhere in this Prospectus and in the Articles, Ordinary Shares are freely transferable.

4.7 There are no pre-emption rights relating to the Ordinary Shares in the Articles. Statutory pre-emption rights in the Act apply, save to the extent disapplied by Shareholders as referred to in section 4.3 above or otherwise.

4.8 Save as disclosed in this Prospectus, since the date of its incorporation, no share or loan capital of the Company has been issued or agreed to be issued, or is now proposed to be issued, either for cash or any other consideration, and no commissions, discounts, brokerages or other special terms have been granted by the Company in connection with the issue or sale of any such capital. Save as disclosed in this Prospectus, since the date of its incorporation, no share or loan capital of the Company has been put under option or has been agreed, conditionally or unconditionally, to be put under option.

4.9 The Ordinary Shares and the C Shares comprised in the Initial Issue and the Placing Programme will be issued in registered form and may be held in either certificated or uncertificated form and settled through CREST from Initial Admission. In the case of Ordinary Shares to be issued in uncertificated form under the Initial Issue, these will be transferred to successful applicants through CREST. Accordingly, settlement of transactions in the Ordinary Shares following Initial Admission may take place within CREST if any Shareholder so wishes.

#### 4.10 **Redemptions at the option of Shareholders**

There is no right or entitlement attaching to the Shares that allows them to be redeemed or repurchased by the Company at the option of the Shareholder.

## **5. MEMORANDUM AND ARTICLES OF ASSOCIATION**

### **5.1 Memorandum**

The Memorandum does not restrict the objects of the Company.

## 5.2 Articles of Association

The Articles contain, inter alia, provisions to the following effect:

### 5.2.1 Life

The Company has been established with an unlimited life.

### 5.2.2 Issue of Shares

Subject to the provisions of the Act, and without prejudice to any rights attaching to any existing Shares, any Share may be issued with such rights or restrictions as the Company may by ordinary resolution determine (or, if the Company has not so determined, as the Directors may determine).

### 5.2.3 Alteration to Share capital

The Company may by ordinary resolution consolidate and divide all or any of its share capital into Shares of larger nominal amount than its existing Shares and sub-divide its Shares, or any class of them, into Shares of smaller nominal amount than its existing Shares and determine that, as between Shares arising from that sub-division, any of the Shares have any preference or advantage as compared with the others. The Company may by special resolution reduce its share capital, any capital redemption reserve, any share premium account or any other undistributable reserve in any manner permitted by, and in accordance with, the Act.

### 5.2.4 Redemption of Shares

Any Share may be issued which is or will be liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such Share.

### 5.2.5 Dividends

- (A) Subject to the provisions of the Act and the Articles, the Company may by ordinary resolution declare dividends. No dividend shall exceed the amount recommended by the Board. Subject to the provisions of the Act and the Articles, the Directors may pay interim dividends, or dividends payable at a fixed rate, if it appears to them that such dividends are justified by the profits of the Company available for distribution.
- (B) Subject to the provisions of the Act and the Articles, all dividends shall be declared and paid 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 at 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.
- (C) Notwithstanding any other provision of the Articles, but without prejudice to the rights attached to any Shares, the Company may fix a date and time as the record date by reference to which a dividend will be declared or paid or a distribution, or allotment or issue of Shares, made. No dividend or other money payable in respect of a Share shall bear interest against the Company, unless otherwise provided by the rights attached to the Share.

### 5.2.6 Distribution of assets on a winding up

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

liquidator may with the like sanction determine, but no Shareholder shall be compelled to accept any assets upon which there is a liability.

#### 5.2.7 **Voting rights**

- (A) Subject to sub-paragraph (B) below and any rights or restrictions attached to any class of Shares, on a show of hands every Shareholder present in person at a meeting has one vote and every proxy present who has been duly appointed by a Shareholder entitled to vote has one vote, and on a poll every Shareholder (whether present in person or by proxy) has one vote for every Share of which they are the holder. A Shareholder entitled to more than one vote need not, if they vote, use all their votes or cast all the votes they use the same way. In the case of joint holders, the vote of the senior who tenders a vote shall be accepted to the exclusion of the vote of the other joint holders, and seniority shall be determined by the order in which the names of the holders appear in the Register.
- (B) 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 them unless all amounts presently payable by them in respect of that Share have been paid.

#### 5.2.8 **Variation of rights**

If at any time the capital of the Company is divided into different classes of shares, the rights attached to any class may be varied in such manner as may be provided by those rights or by consent of the holders of that class of Shares.

#### 5.2.9 **General Meetings**

- (A) General meetings may be called by the Directors. If there are not sufficient Directors to form a quorum in order to call a general meeting, any Director may call a general meeting. If there is no Director, any Shareholder may call a general meeting.
- (B) Subject to the provisions of the Act, an annual general meeting and all other general meetings of the Company shall be called by at least such minimum period of notice as is prescribed or permitted under the Act.
- (C) No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a corporation which is a Shareholder (including for this purpose two persons who are proxies or corporate representatives of the same Shareholder), shall be a quorum.
- (D) A Shareholder is entitled to appoint another person as their proxy to exercise all or any of its rights to attend and to speak and vote at a meeting of the Company. A Shareholder may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different Share or Shares. Subject to the provisions of the Act, any corporation (other than the Company itself) which is a Shareholder may, by resolution of its directors or other governing body, authorise any person(s) to act as its representative(s) at any meeting of the Company, or at any separate meeting of the holders of any class of Shares. Delivery of an appointment of proxy shall not preclude a Shareholder from attending and voting at the meeting or at any adjournment of it.
- (E) Directors may attend and speak at general meetings and at any separate meeting of the holders of any class of Shares, whether or not they are Shareholders.

- (F) A poll on a resolution may be demanded at a general meeting either before a vote on a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

#### 5.2.10 **Initial Redeemable Preference Shares**

Holders of Initial Redeemable Preference Shares are not entitled to receive any dividend or distribution made or declared by the Company except for a fixed annual dividend equal to 0.00001% of their issue price. Save where there are no other Shares of the Company in issue, Initial Redeemable Preference Shares shall carry no right to attend, receive notice of or vote at any general meeting of the Company. On a winding up of the Company, the holder of an Initial Redeemable Preference Share shall be entitled to be repaid the capital paid up thereon pari passu with the repayment of the nominal amount of the Shares.

#### 5.2.11 **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, has been given a notice under section 793 of the Act and has failed in relation to any Shares (the "**default Shares**") to give the Company the information thereby required within 14 days of the notice, sanctions shall apply unless the Directors determine otherwise in their absolute discretion. 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 of Shareholders or any separate meeting of the holders of any class of Shares or on any poll and, where the default Shares represent at least 0.25% of their class (excluding treasury Shares), the withholding of any dividend payable in respect of those default Shares and the restriction of the transfer of any default Shares (subject to certain exceptions).

#### 5.2.12 **Untraced Shareholders**

Subject to various notice requirements, the Company may sell any of a Shareholder's Shares if, during a period of 12 years, at least three dividends (either interim or final) on such Shares have become payable and no cheque for amounts payable in respect of such Shares has been presented and no warrant or other method of payment has been effected and no communication has been received by the Company from the Shareholder or person concerned.

#### 5.2.13 **Borrowing powers**

The Directors shall restrict the borrowings of the Company such that, save with the previous sanction of an ordinary resolution of the Company, the aggregate of Long-Term Debt and Temporary Debt divided by Gross Asset Value at the time of drawdown shall not exceed 75%.

#### 5.2.14 **Transfer of Shares**

- (A) 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. The transferor and/or the transferee shall deliver to the Company (and/or other person designated by the Company) such written certifications in form and substance satisfactory to the Company as the Directors may determine in accordance with applicable law.
- (B) A Share in uncertificated form may be transferred by means of the relevant system concerned.
- (C) In their absolute discretion, the Directors may refuse to register the transfer of a Share in certificated form which is not fully paid provided that, if the Share is traded on a regulated market, such refusal does not prevent dealings in the Shares from taking place on an open and proper basis. The

Directors may also refuse to register a transfer of a Share in certificated form unless the instrument of transfer:

- (1) is lodged and duly stamped, at the registered office of the Company or such other place as the Directors may appoint and is accompanied by the certificate for the Share to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and/or the transferee to receive the transfer (including such written certifications in form and substance satisfactory to the Company as the Directors may determine in accordance with applicable law);
  - (2) is in respect of only one class of Share;
  - (3) is not in favour of more than four transferees; and
  - (4) the transfer is not in favour of any Non-Qualified Holder.
- (D) The Directors may refuse to register a transfer of a Share in uncertificated form to a person who is to hold it thereafter in certificated form in any case where the Company is entitled to refuse (or is excepted from the requirement) under the CREST Regulations to register the transfer.
- (E) If the Directors refuse to register a transfer of a Share, they shall send the transferee notice of that refusal with reasons for the refusal within two months after the date on which the transfer was lodged with the Company (for the transfer of a Share in certificated form) or the date the operator instruction was received by the Company (for the transfer of a Share in uncertificated form which will be held thereafter in certificated form).
- (F) 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.
- (G) The Directors may, in their absolute discretion, decline to transfer, convert or register any transfer of Shares to any person: (i) whose ownership of Shares may cause the Company's assets to be deemed "plan assets" for the purposes of ERISA or the US Tax Code; (ii) whose ownership of Shares may cause the Company to be required to register as an "investment company" under the Investment Company Act or to lose an exemption or a status thereunder to which it might otherwise be entitled (including because the holder of Shares is not a "qualified purchaser" as defined in the Investment Company Act); (iii) whose ownership of Shares may cause the Company to be required to register under the Exchange Act or any similar legislation; (iv) whose ownership of Shares may cause the Company to be a "controlled foreign corporation" for the purposes of the US Tax Code, or may cause the Company to suffer any pecuniary disadvantage (including any excise tax, penalties or liabilities under ERISA or the US Tax Code); (v) whose ownership of Shares may cause the Company to cease to be considered a "foreign private issuer" for the purposes of the Securities Act or the Exchange Act; or (vi) whose ownership of Shares would or might result in the Company not being able to satisfy its obligations on the Common Reporting Standard developed by the Organisation for Economic Co-Operation and Development or such similar reporting obligations on account of, inter alia, non-compliance by such person with any information request made by the Company, (each person described in (i) to (vi) above, being a "**Non-Qualified Holder**").

If any Non-Qualified Holder owns any Shares, whether directly, indirectly or beneficially, the Directors may give notice requiring such person within 30 days to:

- establish to the satisfaction of the Directors that such person is not a Non-Qualified Holder; or

- sell or transfer its Shares to a person who is not a Non-Qualified Holder, and to provide the Directors with satisfactory evidence of such sale or transfer. Pending sale or transfer of such Shares, the Directors may suspend rights with respect to the Shares.

If any person upon whom a notice is served pursuant to this paragraph (G) does not within 30 days transfer its Shares or establish to the satisfaction of the Directors that he is not a Non-Qualified Holder, the Directors may arrange for the sale of the Shares on behalf of the registered holder at the best price reasonably obtainable at the time. The manner, timing and terms of any such sale shall be such as the Directors determine (based on appropriate professional advice) to be reasonably obtainable having regard to all material circumstances.

#### **5.2.15 Appointment of Directors**

- (A) Unless the Company determines otherwise by ordinary resolution, the number of Directors (other than alternate Directors) shall not be less than two.
- (B) Subject to the Articles, the Company may by ordinary resolution appoint a person who is willing to act as a Director, and is permitted by law to do so, to be a Director either to fill a vacancy or as an additional Director. The Directors may appoint a person who is willing to act as a Director, and is permitted by law to do so, to be a Director, either to fill a vacancy or as an additional Director. A person appointed as a Director by the other Directors is required to retire at the Company's next annual general meeting and shall then be eligible for reappointment by Shareholders.
- (C) Until otherwise determined by the Company by ordinary resolution, there shall be paid to the Directors (other than alternate directors) such fees for their services in the office of Director as the Directors may determine, not exceeding in the aggregate an annual sum of £500,000 (or such sum as the Company may by ordinary resolution decide).

#### **5.2.16 Powers of Directors**

- (A) The business of the Company shall be managed by the Directors who, subject to the provisions of the Articles and to any directions given by special resolution to take, or refrain from taking, specified action, may exercise all the powers of the Company.
- (B) The Directors may appoint one or more of their number to the office of managing Director or to any other executive office of the Company and, subject to the provisions of the Act, any such appointment may be made for such term, at such remuneration and on such other conditions as the Directors think fit.
- (C) Any Director (other than an alternate Director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act and permitted by law to do so, to be an alternate Director and may remove such an alternate Director from office.

#### **5.2.17 Voting at board meetings**

- (A) No business shall be transacted at any meeting of the Directors unless a quorum, which may be fixed by the Directors from time to time, is present. Unless so fixed at any other number, the quorum shall be two. A Director shall not be counted in the quorum present in relation to a matter or resolution on which he is not entitled to vote but shall be counted in the quorum present in relation to all other matters or resolutions considered or

voted on at the meeting. An alternate Director who is not a Director shall, if its appointor is not present, be counted in the quorum.

- (B) Questions arising at a meeting of the Directors shall be decided by a majority of votes. In the case of an equality of votes, the chair of the meeting shall, unless he is not entitled to vote on the resolution, have a second or casting vote.

**5.2.18 Restrictions on voting**

Subject to any other provision of the Articles, a Director shall not vote at a meeting of the Directors on any resolution concerning a matter in which he has, directly or indirectly, a material interest (other than an interest in Shares, debentures or other securities of, or otherwise in or through, the Company) unless such interest arises only because the case falls within certain limited categories specified in the Articles.

**5.2.19 Directors' interests**

Subject to the provisions of the Act and provided that the Director has disclosed to the other Directors the nature and extent of any material interest, a Director, notwithstanding office held, may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested and may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is interested.

**5.2.20 Periodic retirement**

Each Director shall retire from office, and stand for re-election, at each annual general meeting.

**5.2.21 Indemnity**

Subject to the provisions of the Act, the Company may indemnify to any extent any person who is or was a Director, directly or indirectly (including by funding any expenditure incurred or to be incurred by the Director) against any loss or liability whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust by them or otherwise in relation to the Company or any associated company; and purchase and maintain insurance for any person who is or was a Director, or a Director of any associated company, against any loss or liability or any expenditure they may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust by them or otherwise, in relation to the Company or any associated company.

**5.2.22 C Shares**

**(A) Definitions**

**"C Share"** a redeemable C share with nominal value of US\$0.01 in the capital of the Company carrying the rights set out in the Articles;

**"C Share Surplus"** means, in relation to any tranche of C Shares, the net assets of the Company attributable to the holders of C Shares of that tranche (including, for the avoidance of doubt, any income and/or revenue arising from or relating to such assets) less such proportion of the Company's liabilities (including the fees and expenses of the liquidation or return of capital (as the case may be)) as the Directors or the liquidator (as the case may be) shall fairly allocate to the assets of the Company attributable to such holders;

**"C Shareholder"** means a holder of C Shares;

**"Conversion"** means, in relation to any tranche of C Shares, conversion of the C Shares of that tranche into New Ordinary Shares in accordance with the Articles;



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

- a) close of business on a business day to be determined by the Directors and falling on or after the day on which the Investment Manager gives notice to the Directors that at least 85%, or such other percentage as the Directors may select as part of the terms of issue of any tranche of C Shares, of the assets attributable to the holders of that tranche of C Shares are invested in accordance with the investment policy of the Company; and
- b) opening of business on the first day on which the Directors resolve that Force Majeure Circumstances in relation to any tranche of C Shares have arisen or are imminent,

provided that the Conversion Calculation Date shall in relation to any tranche of C Shares be such that the Conversion Date shall not be later than such date as may be determined by the Directors on the date of issue of C Shares of such tranche as the last date for Conversion of that tranche;

**"Conversion Date"** means, in relation to any tranche of C Shares, the earlier of:

- a) such date as may be determined by the Directors on the date of issue of the C Shares of such tranche as the last date for Conversion of such tranche; and
- b) the opening of business on a business day selected by the Directors and falling after the Conversion Calculation Date;

**"Conversion Ratio"** means in relation to each tranche of C Shares, A divided by B calculated to four decimal places (with 0.00005 being rounded upwards) where:

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

and

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

and where:

**C** is the aggregate value of all assets and investments of the Company attributable to the relevant tranche of C Shares (as determined by the Directors) on the relevant Conversion Calculation Date calculated in accordance with the accounting principles adopted by the Company from time to time;

**D** is the amount (to the extent not otherwise deducted in the calculation of C) which, in the Directors' opinion, fairly reflects the amount of the liabilities attributable to the holders of C Shares of the relevant tranche on the Conversion Calculation Date;

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

**F** is the aggregate value of all assets and investments attributable to the Ordinary Shares on the relevant Conversion Calculation Date calculated in accordance with the accounting principles 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 attributable to the Ordinary Shares on the Conversion Calculation Date; and

**H** is the number of Ordinary Shares in issue on the Conversion Calculation Date,

provided always that: (i) in relation to any tranche of C Shares, the Directors may determine, as part of the terms of issue of such tranche, that element A in the formula shall be valued at such discount as may be selected by the Directors; and (ii) the Directors shall make such adjustments to the value or amount of "A" and "B" as the auditor shall report to be appropriate having regard, inter alia, to the assets of the Company immediately prior to the Issue Date or the Conversion Calculation Date; and (iii) in relation to any tranche of C Shares, the Directors may, as part of the terms of issue of such tranche, amend the definition of Conversion Ratio in relation to that tranche;

**"Force Majeure Circumstance"** means, in relation to any tranche of C Shares, any political and/or economic circumstances and/or actual or anticipated changes in fiscal or other legislation and/or other circumstances which, in the reasonable opinion of the Directors, renders Conversion necessary or desirable notwithstanding that less than 85% (or such other percentage as the Directors may select as part of the terms of issue of such tranche) of the assets attributable to the holders of that tranche of C Shares are invested in accordance with the investment policy of the Company;

**"Issue Date"** means, in relation to any tranche of C Shares, the day on which the Company receives the net proceeds of the issue of the C Shares of that tranche;

**"New Ordinary Shares"** means the new ordinary shares arising on Conversion of the C Shares; and

**"Ordinary Share Surplus"** means the net assets of the Company less the C Share Surplus or, if there is more than one tranche of C Shares in issue at the relevant time, the C Share Surpluses attributable to each of such tranches.

**(B) Issue of C Shares**

Subject to the Act, the Directors shall be authorised to issue tranches of C Shares on such terms as they determine provided that such terms are consistent with the provisions of the Articles. The Board shall, on the issue of each tranche of C Shares, determine the minimum percentage of assets required to have been invested prior to the Conversion Calculation Date, the last date for the Conversion of such tranche of C Shares to take place and the voting rights attributable to each such tranche.

Each tranche of C Shares, if in issue at the same time, shall be deemed to be a separate class of shares. The Board may, if it so decides, designate each tranche of C Shares in such manner as it sees fit in order that each tranche of C Shares can be identified.

**(C) Dividends**

The C Shareholders of any tranche of C Shares will be entitled to receive such dividends as the Board may resolve to pay to such C Shareholders out of the assets attributable to such tranche of C Shareholders.

The New Ordinary Shares arising on Conversion of the C Shares shall rank in full for all dividends and other distributions declared with respect to the Ordinary Shares after the Conversion Date save that, in relation to any tranches of C Shares, the Directors may determine, as part of the terms of issue of such tranche, that the New Ordinary Shares arising on the Conversion of such tranche will not rank for any dividend declared with

respect to the Ordinary Shares after the Conversion Date by reference to a record date falling on or before the Conversion Date.

**(D) Rights as to capital**

The capital and assets of the Company shall on a winding up or on a return of capital prior, in each case, to Conversion be applied as follows:

- a) first, the Ordinary Share Surplus shall be divided amongst the holders of the Ordinary Shares pro rata according to their holdings of Ordinary Shares; and
- b) secondly, the C Share Surplus attributable to each tranche of C Shares shall be divided amongst the holders of the C Shares of such tranche pro rata according to their holdings of C Shares of that tranche.

**(E) Voting rights**

Each tranche of C Shares shall carry the right to receive notice of and to attend and vote at any general meeting of the Company. Subject to any other provision of the Articles, the voting rights of holders of C Shares will be the same as those applying to holders of Shares as set out in the Articles as if the C Shares and Ordinary Shares were a single class.

**(F) Class consents and variation of rights**

For the purposes of paragraph 5.2.8 above, until Conversion, the consent of both: (i) the holders of each tranche of C Shares as a class; and (ii) the holders of the Ordinary Shares as a class shall be required to:

- a) make any alteration to the memorandum of association or the articles of association of the Company; or
- b) pass any resolution to wind up the Company.

**(G) Undertakings**

Until Conversion and without prejudice to its obligations under the Act, the Company shall, in relation to each tranche of C Shares:

- (a) procure that the Company's records and bank accounts shall be operated so that the assets attributable to the holders of C Shares of the relevant tranche can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall, without prejudice to any obligations pursuant to the Act, procure that separate cash accounts, broker and other settlement accounts and investment ledger accounts shall be created and maintained in the books of the Company for the assets and liabilities attributable to such C Shareholders;
- (b) allocate to the assets attributable to such C Shareholders such proportion of the expenses and liabilities of the Company incurred or accrued between the relevant Issue Date and the Conversion Calculation Date (both dates inclusive) as the Directors fairly consider to be attributable to such C Shares; and
- (c) give appropriate instructions to the Investment Manager to manage the Company's assets so that the provisions of paragraphs (a) and (b) above can be complied with by the Company.

**(H) The Conversion process**

The Directors shall procure in relation to each tranche of C Shares that:

- a) within 10 Business Days (or such other period as the Directors may determine) after the relevant Conversion Calculation Date, the

Conversion Ratio as at the Conversion Calculation Date and the numbers of New Ordinary Shares to which each holder of C Shares of that tranche shall be entitled on Conversion shall be calculated; and

- b) the auditors shall be requested to certify, within 10 Business Days (or such other period as the Directors may determine) of the relevant Conversion Calculation Date or, if later, the date on which the Conversion Ratio is otherwise determined, that such calculations as have been made by the Investment Manager:
  - (A) have been performed in accordance with the Articles; and
  - (B) are arithmetically accurate,

whereupon such calculations shall become final and binding on the Company and all members.

The Directors shall procure that, as soon as practicable following such certification, a notice is sent to each C Shareholder advising such C Shareholder of the Conversion Date, the Conversion Ratio and the number of New Ordinary Shares to which such C Shareholder shall be entitled on Conversion of such C Shareholder's C Shares.

On Conversion, such number of C Shares as shall be necessary to ensure that, upon Conversion being completed, the aggregate number of New Ordinary Shares into which those C Shares are converted equals the number of C Shares in issue on the Conversion Calculation Date multiplied by the Conversion Ratio and rounded down to the nearest whole Ordinary Share, shall automatically convert into an equal number of New Ordinary Shares. The New Ordinary Shares arising on Conversion shall be divided amongst the former C Shareholders 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 New Ordinary Shares arising upon Conversion, including, without prejudice to the generality of the foregoing, selling any such shares representing such fractional entitlements and retaining the proceeds for the benefit of the Company provided that such proceeds are less than US\$4.00 per C Shareholder). If the number of C Shares required to be converted into New Ordinary Shares exceeds the number of C Shares in issue, the Directors shall be authorised (without the need for any further authorisation) to take such additional steps, including issuing additional innominate shares by way of a bonus issue to C Shareholders, as shall be necessary to ensure the proper operation of the Conversion process as described in this paragraph.

Each issued C Share which does not convert into a New Ordinary Share in accordance with this paragraph shall, immediately upon Conversion, be redeemed by the Company for an aggregate consideration of US\$0.01 for all of the C Shares to be so redeemed and the notice referred to in this paragraph shall be deemed to constitute notice to each C Shareholder (and any person or persons having the right to acquire or acquiring C Shares on or after the Conversion Calculation Date) that such C Shares shall be so redeemed. The Company shall not be obliged to account to any C Shareholder for the redemption monies in respect of such shares.

Upon request following Conversion, the Company shall issue to each former C Shareholder a new certificate in respect of the New Ordinary Shares in certificated form which have arisen upon Conversion.

## **6. THE CITY CODE ON TAKEOVERS AND MERGERS**

### **6.1 Mandatory Bid**

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

- a) any person acquires, whether by a series of transactions over a period of time or otherwise, an interest in Shares which, when taken together with Shares in which they and persons acting in concert with them are interested, carry 30% or more of the voting rights in the Company; or
- b) any person, together with persons acting in concert with them, is interested in Shares which in the aggregate carry not less than 30% of the voting rights of the Company but does not hold Shares carrying more than 50% of such voting rights and such person, or any person acting in concert with them, acquires an interest in any other Shares which increases the percentage of Shares carrying voting rights in which they are interested,

such person would be required (except with the consent of the Takeover Panel) to make a cash or cash alternative offer for the outstanding Shares at a price not less than the highest price paid for any interests in the Shares by them or their concert parties during the previous 12 months. Such an offer must only be conditional on:

- a) the person having received acceptances in respect of Shares which (together with Shares already acquired or agreed to be acquired) will result in the person and any person acting in concert with them holding Shares carrying more than 50% of the voting rights; and
- b) no reference having been made in respect of the offer to the Competition and Markets Authority by either the first closing date or the date when the offer becomes or is declared unconditional as to acceptances, whichever is the later.

### **6.2 Compulsory Acquisition**

- 6.2.1 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% 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 the other 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 holders of those Shares subject to the transfer. 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.
- 6.2.2 In addition, pursuant to section 983 of the Act, if an offeror acquires or agrees to acquire not less than 90% of the Shares (in value and by voting rights, pursuant to a takeover offer that relates to all the Shares in the Company) 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 their Shares on the same terms as the takeover offer.
- 6.2.3 The offeror would be required to give any holder of Shares notice of their right to be bought out within one month of that right arising. Such 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 their rights, the offeror is bound to acquire those Shares on the terms of the offer or on such other terms as may be agreed.

## 7. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

### 7.1 Directors' interests

The Directors intend to subscribe for Ordinary Shares pursuant to the Initial Issue in the amounts set out below, together with the Ordinary Shares held by the Directors as at the date of this Prospectus:

<i>Name</i>	<i>Number of Ordinary Shares as at the date of this Prospectus</i>	<i>Value of Issue Shares to be subscribed for in the Initial Issue</i>
Gillian Nott	66,000	Nil
Rachael Nutter	26,196	£10,000*
Thomas Plagemann	Nil	US\$40,000*
Jamie Richards	65,495	Nil

*\* Rachael Nutter will subscribe for Ordinary Shares in Sterling. The number of Ordinary Shares issued to Rachael Nutter will be equal to the Sterling amounts referred to above, divided by the Initial Issue Price at the Relevant Sterling Exchange Rate (rounded down to the nearest whole Ordinary Share). The number of Ordinary Shares issued to Thomas Plagemann will be equal to the US Dollar amounts referred to above, divided by the Initial Issue Price (rounded down to the nearest whole Ordinary Share).*

As at the date of this Prospectus, there are no potential conflicts of interest between any duties owed to the Company of any of the Directors and their private interests and/or other duties. Save as disclosed above no Director has any interest, whether beneficial or non-beneficial, in the share or loan capital of the Company.

### 7.2 Directors' contracts with the Company

- 7.2.1 No Director has a service contract with the Company, nor are any such contracts proposed, each Director having been appointed pursuant to a letter of appointment entered into with the Company.
- 7.2.2 The Directors' appointments can be terminated in accordance with the Articles and without compensation or in accordance with the Act or common law. The Directors are subject to retirement and reappointment by rotation in accordance with the Articles. All of the Directors intend to retire and seek re-election at each annual general meeting of the Company.
- 7.2.3 There is no notice period specified in the letters of appointment or Articles for the removal of Directors. The Articles provide that the office of Director may be terminated by, amongst other things: (i) resignation; (ii) unauthorised absences from board meetings for six consecutive months or more; or (iii) the written request of all Directors other than the Director whose appointment is being terminated.
- 7.2.4 The Directors' current level of remuneration is £40,000 per annum for each Director other than the Chair, who receives an additional £20,000 per annum, and the chair of the Audit Committee, who receives an additional £10,000 per annum.
- 7.2.5 The Company has not made any loan to any Director which is outstanding, nor has it ever provided any guarantee for the benefit of any Director or the Directors collectively. No amounts have been set aside or accrued by the Company to provide pension, retirement or similar benefits.
- 7.2.6 The Company maintains directors' and officers' liability insurance on behalf of the Directors at the expense of the Company.

### 7.3 Other interests

- 7.3.1 As at the date of this Prospectus, the Directors hold or have held during the five years preceding the date of this Prospectus the following directorships (apart from

their directorships of the Company) or memberships in administrative, management or supervisory bodies and/or partnerships:

<b>Name</b>	<b>Current</b>	<b>Previous</b>
Gillian Nott	JPMorgan Russian Securities plc	Baronsmead VCT 5 plc
	Gresham House Renewable Energy VCT1 plc	BlackRock Smaller Companies Trust plc
	Premier Miton Global Renewables Trust	
	PMGR Securities 2025 plc	
Rachael Nutter	ClimateCare Oxford Limited	Energy Technologies Institute LLP (in liquidation)
	Medical Asset Management Limited	
Jamie Richards	Foresight Solar Australia (UK) Limited	CFP 15854 Ltd (dissolved)
	Smart Meter Systems plc	Foresight Group LLP
		Foresight Solar (UK Holdco) Limited
		FS Holdco Limited
		FS Holdco 2 Limited
		FS Debtco Limited
		Isotraxal Limited
Thomas Plagemann	Vivint Solar Inc	Pinecroft Corporate Services Limited
		N/A

7.3.2 In the five years before the date of this Prospectus, the Directors:

- (A) do not have any convictions in relation to fraudulent offences;
- (B) save as disclosed in section 7.3.3 below, 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) have not been subject to any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies) and have not been disqualified by a court from acting as a member of the administration, management or supervisory bodies of any issuer or from acting in the management or conduct of the affairs of any issuer.

7.3.3 CFP 15854 Ltd, of which Jamie Richards was a director, was dissolved voluntarily in February 2020. Energy Technologies Institute LLP, of which Rachael Nutter is a member, is currently in voluntary liquidation.

#### 7.4 Major Shareholders and Directors' shareholdings

- 7.4.1 As at the date of this Prospectus, the Directors hold such number of Ordinary Shares as is set out next to their respective names in section 7.1 above. In addition, the Directors intend, subject to compliance with legal and regulatory requirements, to subscribe for such number of Issue Shares as is set out next to their respective names in section 7.1 above, pursuant to the Initial Issue at the Initial Issue Price. Such applications are expected to be met in full.
- 7.4.2 The below table sets out the persons who had notified the Company of an interest which represents 3% or more of the voting share capital of the Company as at 9 April 2021 (the "**Latest Practicable Date**"):

<i><b>Ordinary Shareholder</b></i>	<i><b>No. of Existing Ordinary Shares</b></i>	<i><b>Percentage of Existing Ordinary Shares in issue</b></i>
CCLA Investment Management	25,207,600	12.59
Liontrust Investment Management LLP	22,614,866	11.30
Sarasin & Partners LLP	19,559,300	9.77
Newton Investment Management	19,136,964	9.56
Fidelity Investments	18,699,936	9.34
Baillie Gifford	15,187,681	7.59
Gravis Advisory Ltd	10,505,965	5.25
Aberdeen Asset Managers Ltd (UK)	8,390,000	4.19
Hargreaves Lansdown Asset Management	6,051,068	3.02

Save as disclosed in this section, the Company is not aware of any person who, as at the Latest Practicable Date, directly or indirectly, has a holding which is notifiable under applicable law or who directly or indirectly, jointly or severally, exercises or could exercise control over the Company.

- 7.4.3 All Shareholders have the same voting rights in respect of the share capital of the Company.

#### 7.5 Related party transactions

Save as disclosed in section 10 below, the Company has not entered into any related party transaction at any time during the period from incorporation to 9 April 2021 (being the latest practicable date before publication of this Prospectus).

#### 7.6 Other material interests

- 7.6.1 The Investment Manager, other Investment Manager entities, any of their directors, officers, employees, agents and Associates and the Directors, and any person or company with whom they are affiliated or by whom they are employed, may be involved in other financial, investment or other professional activities which may cause conflicts of interest with the Company.
- 7.6.2 In particular, interested parties may provide services similar to those provided to the Company to other entities and shall not be liable to account for any profit from any such services. For example, the Investment Manager, other Investment Manager entities, any of their directors, officers, employees, agents and Associates and the Directors and any person or company with whom they are affiliated or by whom they are employed may (subject in the case of the Investment Manager to



the restrictions contained in the Investment Management Agreement) acquire on behalf of a client an investment in which the Company may also invest.

## **8. SHARE OPTIONS AND SHARE SCHEME ARRANGEMENTS**

No share or loan capital of the Company is under option or agreed conditionally or unconditionally to be put under option.

## **9. OTHER INVESTMENT RESTRICTIONS**

9.1 The Company will continue, at all times, to invest and manage its assets with the objective of spreading risk and in accordance with its published investment policy (as amended from time to time) in accordance with section 2 of Part I (Information on the Company) of this Prospectus.

9.2 The Listing Rules currently restrict the Company from investing more than 10% of its total assets in other UK listed closed-ended investment companies, save that this investment restriction does not apply to investments in UK listed closed-ended investment companies which themselves have published investment policies to invest no more than 15% of their total assets in other UK listed closed-ended investment companies. As set out in the Company's investment policy in Part I (Information on the Company) of this Prospectus, the Company will not invest in other UK listed closed-ended investment companies.

9.3 The Company intends to conduct its affairs at all times so as to enable it to qualify as an investment trust for the purposes of Chapter 4 of Part 24 of the UK Corporation Tax Act 2010 and the Investment Trust (Approved Company) (Tax) Regulations 2011 (as amended), and its investment activities will therefore be subject to the restrictions set out under "Principal Activities of the Company" in section 2 above.

9.4 In the event of material breach of these investment restrictions applicable to the Company, Ordinary Shareholders will be informed of the actions to be taken by the Investment Manager through an RIS announcement.

## **10. MATERIAL CONTRACTS**

Save as described below, the Company has not: (i) entered into any material contracts (other than contracts in the ordinary course of business) since its incorporation; or (ii) entered into any contracts that contain provisions under which the Company has any obligation or entitlement that is material to the Company as at the date of this Prospectus.

### **10.1 Sponsor and Placing Agreement**

10.1.1 The Company, the Directors, the Investment Manager and the Joint Bookrunners have entered into the Sponsor and Placing Agreement dated 13 April 2021, pursuant to which, subject to certain conditions: (i) the Company has appointed Cenkos as sponsor in relation to the Initial Issue and the Placing Programme; and (ii) the Joint Bookrunners have agreed to use their respective reasonable endeavours to procure Placees for Issue Shares under the Initial Issue at the Initial Issue Price and for Shares under the Subsequent Placings.

10.1.2 The Sponsor and Placing Agreement may be terminated by the Joint Bookrunners in certain customary circumstances prior to Initial Admission.

10.1.3 The obligation of the Joint Bookrunners to use their respective reasonable endeavours to procure subscribers for Shares is conditional upon certain conditions that are customary for agreements of this nature. In respect of the Initial Issue, these conditions include, inter alia: (i) Initial Admission occurring by 8:00 a.m. (London time) on 11 May 2021 (or such other date, not being later than the Long Stop Date, as the Company and the Joint Bookrunners may agree); and (ii) the Sponsor and Placing Agreement not having been terminated in accordance with its terms.

10.1.4 In respect of a Subsequent Placing, these conditions include, inter alia: (i) the Sponsor and Placing Agreement not having been terminated on or before the date

of the relevant Subsequent Placing; (ii) a valid supplementary prospectus being published if required; and (iii) in respect of a Subsequent Placing of Ordinary Shares, the relevant Placing Price being agreed between the Company and the Joint Bookrunners.

- 10.1.5 The Joint Bookrunners will be entitled to a commission in respect of each Issue. The Joint Bookrunners will also be entitled to reimbursement of all costs, charges and expenses of, or incidental to, the Initial Issue and the Placing Programme incurred by the Joint Bookrunners.
- 10.1.6 The Company, the Directors and the Investment Manager have given warranties to the Joint Bookrunners concerning, inter alia, the accuracy of the information contained in this Prospectus. The Company and the Investment Manager have also given indemnities to the Joint Bookrunners. The warranties and indemnities given by the Company, the Directors and the Investment Manager are standard for an agreement of this nature.
- 10.1.7 The Sponsor and Placing Agreement is governed by the laws of England and Wales.

## 10.2 Investment Management Agreement

- 10.2.1 The Company and the Investment Manager have entered into the Investment Management Agreement dated 26 February 2019, pursuant to which the Investment Manager has been appointed to act as investment manager of the Company, with responsibility for discretionary portfolio management, risk management, and day-to-day operations and advice, in accordance with the investment policy of the Company, subject to the overall policies, supervision, review and control of the Board.
- 10.2.2 Under the terms of the Investment Management Agreement and subject always to the investment guidelines contained in the Investment Management Agreement, the Investment Manager has discretion to, inter alia: (i) hold, invest in, subscribe for, buy or otherwise acquire and to sell or otherwise dispose of investment assets for the account of the Company; (ii) negotiate borrowings; (iii) deal in foreign currencies; and (iv) take such other action as it reasonably considers to be necessary, desirable or incidental to the performance of its obligations under the Investment Management Agreement.

### *Fees and expenses*

- 10.2.3 The Company shall pay, and the Investment Manager shall be entitled to receive, a quarterly Management Fee, further details of which are described in Part IV (Directors, Management and Administration) of this Prospectus.
- 10.2.4 In addition to the Management Fee, the Investment Manager shall be entitled to payment of the following:
  - (A) a fee for any debt arrangement services payable at a rate of 0.5% of the debt face value; and
  - (B) a fee for any Solar Power Asset construction oversight services payable at market rates, negotiated on an arms' length basis and subject to the approval of the Board,
 (together, the "**Transaction Fees**").
- 10.2.5 With respect to the arrangement of debt services, the fees payable in connection therewith are subject to annual review and confirmation by the Board (such confirmation not to be unreasonably withheld or delayed where the Board is reasonably satisfied that such fees are in line with market practice). Debt arrangement fees totalling US\$336,500 (of which US\$125,000 was accrued and US\$211,500 was paid) were incurred during the year ended 31 December 2020. Asset management and construction services fees totalling US\$360,061 (of which US\$229,261 was accrued and US\$130,800 was paid) were incurred during the

year ended 31 December 2020. No debt arrangement fees or asset management and construction fees were incurred during the year ended 31 December 2019.

- 10.2.6 With respect to overseeing the construction of Solar Power Assets, the fees payable in connection therewith shall be agreed between the Board and the Investment Manager before each relevant transaction is completed. In relation to such fees, on request, the Investment Manager shall provide the Board with: (i) details of fees charged by competitors for comparable services; (ii) a summary of any related party transaction analysis as a result of entry into such transaction and payment of the Transaction Fee to the Investment Manager; and (iii) any other information that the Board may reasonably require.
- 10.2.7 To the extent that the Investment Manager or any of its Associates provide any other service outside the scope of the Investment Management Agreement to any member of the Group that would otherwise be provided by a third party, the Investment Manager or its Associate (as the case may be) are entitled to receive additional remuneration payable at market rates, negotiated on an arms' length basis and subject to the approval of the Board (whether for a specific service, a specific member of the Group or otherwise more generally).
- 10.2.8 The Investment Manager is entitled to be reimbursed by the Company for certain out of pocket expenses properly incurred in respect of the performance of its obligations under the Investment Management Agreement.
- 10.2.9 The Investment Manager has agreed to neither offer, sell, contract to sell, pledge, mortgage, charge, assign, grant options over, or otherwise dispose of, directly or indirectly, any Management Fee Shares nor to mandate a third party to do so on its behalf, or announce the intention to do so (together, a "**Disposal**") for a period of 36 months immediately following the relevant Payment Date (the "**Lock-up Period**").
- 10.2.10 The restriction in the section 10.2.9 above shall not apply where the Investment Manager has:
- (A) received the prior written consent of the Company, provided that such consent shall not be unreasonably withheld or delayed where the proposed Disposal is made by a person ("**that person**") to:
    - (1) a member of that person's group of companies or if an individual, that person's family (meaning its wife, husband, parents or adult child, grandchild or siblings); or
    - (2) any other person or persons acting in the capacity of trustee or trustees of a trust created by, or including as principal beneficiary, that person and/or members of that person's family (as described in section 10.2.10(A)(1)); or
    - (3) any transfer to or by the personal representatives of that person upon its death,provided that unless waived by the Company (in its sole discretion), the transferee in each case is bound by similar restrictions on Disposal for the remainder of the Lock-Up Period as set out in section 10.2.9 (and the Company has third party rights to enable it to enforce such restrictions on Disposal);
  - (B) accepted a general offer for the issued share capital of the Company made in accordance with the Takeover Code (a "**General Offer**");
  - (C) sold the Management Fee Shares to an offeror or potential offeror during an offer period (within the meaning of the Takeover Code);

- (D) made any Disposal pursuant to an offer by the Company to purchase its own Ordinary Shares where such an offer is made on identical terms to all holders of Ordinary Shares in the Company;
- (E) made any Disposal through the implementation of any scheme of arrangement by the Company or other procedure to effect an amalgamation to give effect to a General Offer;
- (F) sold or transferred the Management Fee Shares pursuant to an order made by a court with competent jurisdiction or where required by applicable law or regulation; or
- (G) made a Disposal pursuant to any decision or ruling by an administrator, administrative receiver or liquidator appointed to the Investment Manager in connection with a winding up or liquidation of the Investment Manager.

*Service standard*

10.2.11 The Investment Manager has agreed to perform its obligations under the Investment Management Agreement at all times in accordance with the following standard of care:

- (A) with such skill and care as would be reasonably expected of a professional discretionary investment manager of equivalent standing to the Investment Manager managing in good faith an investment company of comparable size and complexity to the Company and having a materially similar investment objective and investment policy; and
- (B) ensuring that its obligations under the Investment Management Agreement are performed by a team of appropriately qualified, trained and experienced professionals reasonably acceptable to the Board. (the "**Service Standard**").

The Investment Manager shall keep the Board informed as to the individuals with responsibilities on a day to day basis for the performance of the Investment Manager's obligations under the Investment Management Agreement, and shall meet with the Board on an annual basis (or at such other times as the Board may reasonably require) to discuss the Investment Manager's team resources and any succession plans the Investment Manager may be considering.

*Termination*

10.2.12 Unless otherwise agreed by the Company and the Investment Manager, the Investment Management Agreement may be terminated by either the Company or the Investment Manager on not less than 12 months' notice to the other party, such notice not to expire prior to the fifth anniversary of the Company's IPO (the "**Initial Term**").

10.2.13 In addition, the Company may terminate the Investment Management Agreement with immediate effect if:

- (A) if the Investment Manager is subject to any of certain insolvency situations;
- (B) the Investment Manager has committed fraud, wilful default or a breach of its obligations under the Investment Management Agreement (except a breach of the Service Standard) that is material in the context of the Investment Management Agreement and, where such breach is capable of remedy, fails to remedy such breach within 30 days after receiving written notice from the Company requiring the same to be remedied;
- (C) the Investment Manager has committed a breach of the Service Standard and fails to remedy such breach within 90 days after receiving written notice from the Company requiring the same to be remedied;

- (D) the Investment Manager ceases to be a corporate authorised representative of E&P Funds Management Pty Limited or to hold any other authorisation required in order to perform its obligations under the Investment Management Agreement and fails to remedy the situation without any material adverse implications for the Company within such period as the Company may specify and which is reasonable in the circumstances;
- (E) the scope of the Investment Manager's status as a corporate authorised representative of E&P Funds Management Pty Limited is restricted to the extent that, in the opinion of the Company, acting reasonably, it impairs the Investment Manager's ability to perform its obligations as required under this Agreement;
- (F) the Investment Manager fails to notify the Company of an ASIC enquiry or other circumstances in accordance with the Investment Management Agreement;
- (G) the Investment Manager ceases, without the prior approval of the Board (such approval not to be unreasonably withheld or delayed), to be a subsidiary of E&P Funds (or a subsidiary thereof);
- (H) the Investment Manager breaches any provision of the Investment Management Agreement and such breach results in either the listing of the Shares on the premium listed category of the Official List or trading of the Shares on the Main Market of the London Stock Exchange being suspended or terminated, or results in the Company losing its status as, or becoming ineligible for approval as, an investment trust pursuant to section 1158 of the UK Corporation Tax Act 2010 (as amended); or
- (I) the Company is required by any relevant regulatory authority to terminate the Investment Manager's appointment.

10.2.14 In addition, the Investment Manager may terminate the Investment Management Agreement with immediate effect if an order has been made or an effective resolution passed for the winding up or liquidation of the Company (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously consented to in writing by the Investment Manager).

*Liability and indemnity*

10.2.15 The Investment Manager shall not be liable to the Company for any loss, claim, cost, charge and expense, liability or damage arising out of the proper performance by the Investment Manager, its associates, delegates or agents, or the officers, directors or employees of the Investment Manager or its associates, delegates or agents (each, an "**Investment Manager Indemnified Person**") of its obligations under the Investment Management Agreement, unless resulting from the negligence, wilful default, fraud or bad faith of any Investment Manager Indemnified Person or a breach of the Investment Management Agreement or any applicable laws and regulations by any Investment Manager Indemnified Person.

10.2.16 The Company shall indemnify each Investment Manager Indemnified Person against all claims by third parties which may be made against such Investment Manager Indemnified Person in connection with the provision of services under the Investment Management Agreement except to the extent that the claim is due to the negligence, wilful default, fraud or bad faith of any Investment Manager Indemnified Person or a breach of the Investment Management Agreement or any applicable laws and regulations by any Investment Manager Indemnified Person.

*Governing law*

10.2.17 The Investment Management Agreement is governed by the laws of England and Wales.

### 10.3 Company Secretary and Administration Agreement

- 10.3.1 The Company and JTC (UK) Limited have entered into the Company Secretary and Administration Agreement dated 26 February 2019 pursuant to which the Company has appointed JTC (UK) Limited as the Administrator and the Company Secretary to the Company.
- 10.3.2 Under the terms of the Company Secretary and Administration Agreement, the Administrator is entitled to an annual fee of US\$137,500 (exclusive of any applicable VAT) in consideration of performance of the fund administration and company secretarial services, such fee being payable quarterly in arrear in equal instalments. The Administrator is also entitled to certain variable fees payable for additional services or corporate actions of the Company. If the Administrator incurs expenses and disbursements, provided that these are reasonably incurred in relation to the provision of the services under the Company Secretary and Administration Agreement, it shall invoice the Company for such amounts and the Company shall pay the invoice within 30 days of the date of invoice.
- 10.3.3 Either party may terminate the Company Secretary and Administration Agreement:
- (A) by service of 3 months' written notice (such notice not to be given earlier than the date being 12 months after the date of the IPO);
  - (B) upon service of written notice if the other party commits a material breach of its obligations under the Company Secretary and Administration Agreement (including any payment default) which, in the case of material breach by the Company, the Company has not remedied within 30 days of the notice to the Company requiring the material breach to be remedied;
  - (C) upon service of written notice if a resolution is passed or an order made for the winding up, dissolution or administration of the other party, or if the other party is declared insolvent or if an administrator, administrative receiver, manager or provisional liquidator (or similar officer to any of the foregoing in the relevant jurisdiction) is appointed over the whole of or a substantial part of the other party or its assets or undertakings; or
  - (D) upon service of written notice if the performance of the Company Secretary and Administration Agreement ceases to be lawful for any reason.
- 10.3.4 The Company Secretary and Administration Agreement limits the Administrator's liability thereunder, save for where the Administrator's liability cannot be limited or excluded in accordance with applicable law.
- 10.3.5 The Company will indemnify and hold harmless the Administrator from and against any and all claims, losses, liabilities, damages, costs, expenses (including reasonable legal and internal costs) incurred in connection with the performance of the services under the Company Secretary and Administration Agreement, except such as shall arise from the Administrator's or any of its delegates or any of their respective directors, officers, employees or agents breach of its obligations under the Company Secretary and Administration Agreement or its bad faith, negligence, wilful default, wilful misconduct or fraud or in respect of any liability or breach of any duties or obligations which the Administrator may have under any statute, governmental decree or order, or rules or regulations made pursuant to the same or rules and/or code of conduct of any professional or regulatory body or association of which the Administrator is a member.
- 10.3.6 The Company Secretary and Administration Agreement is governed by the laws of England and Wales.

#### 10.4 Registrar Agreement

- 10.4.1 The Company and Computershare Investor Services PLC have entered into the Registrar Agreement dated 26 February 2019, pursuant to which Computershare Investor Services PLC has been appointed as Registrar to the Company.

##### *Fees and expenses*

- 10.4.2 Under the terms of the Registrar Agreement, the Registrar is entitled to receive a monthly maintenance fee per Ordinary Shareholder account, subject to a minimum fee of £3,480. The fees are subject to increase in line with the CPI. The Registrar is also entitled to levy certain charges on a per item basis, and to reimbursement of all reasonable out of pocket expenses incurred in connection with the provision of services under the Registrar Agreement.

##### *Termination*

- 10.4.3 Either party may terminate the Registrar Agreement by giving not less than six months' notice to the other party.

- 10.4.4 Further, either party may terminate the Registrar Agreement immediately upon notice if the other party:

- (A) is in persistent or material breach of any term of the Registrar Agreement and has not remedied such breach (if capable of being remedied) within 21 days of receiving notice of the breach and a request for remedy;
- (B) is subject to any of certain insolvency situations; or
- (C) ceases to have the appropriate authorisations which permit it lawfully to perform its obligations under the Registrar Agreement at any time.

##### *Liability and indemnity*

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

##### *Governing law*

- 10.4.6 The Registrar Agreement is governed by the laws of England and Wales.

#### 10.5 Receiving Agent Agreement

- 10.5.1 The Company and Computershare Investor Services PLC have entered into the Receiving Agent Agreement dated 13 April 2021, pursuant to which Computershare Investor Services PLC has been appointed as Receiving Agent to the Company.

##### *Fees and expenses*

- 10.5.2 Under the terms of the Receiving Agent Agreement, the Receiving Agent is entitled to a project fee for services provided in respect of the Initial Issue. If transaction is cancelled after the Initial Issue opens but before the Issue Shares are admitted to the premium listing category of the Official List and to trading on the premium segment of the Main Market, the Receiving Agent is entitled to a minimum fee of £5,000 plus a fee per form Application Form received and processed.

- 10.5.3 The Receiving Agent is also entitled to reimbursement at cost of all reasonable properly incurred out of pocket expenses incurred in connection with the provision of services under the Receiving Agent Agreement.

##### *Liability and indemnity*

- 10.5.4 The Company has given certain market standard indemnities in favour of the Receiving Agent in respect of the Registrar's potential losses in carrying on its

responsibilities under the Registrar Agreement. The Receiving Agent's liability under the Receiving Agent Agreement is subject to a cap.

*Governing law*

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

**10.6 Lock-up Agreement**

10.6.1 The Initial Shareholder, which is an Associate of the Investment Manager, and the Company have entered into the Lock-up Agreement dated 26 February 2019, pursuant to which the Initial Shareholder agreed to subscribe for 5 million Ordinary Shares pursuant to the IPO (the "**Manager Subscription Shares**").

10.6.2 The Initial Shareholder agreed to neither offer, sell, contract to sell, pledge, mortgage, charge, assign, grant options over, or otherwise dispose of, directly or indirectly, any Manager Subscription Shares nor to mandate a third party to do so on its behalf, or announce the intention to do so (together, a "**Disposal**") for a period of 36 months immediately following the IPO (the "**Lock-up Period**").

10.6.3 The restriction in section 10.6.2 above shall not apply where the Initial Shareholder has:

(A) received the prior written consent of the Company, provided that such consent shall not be unreasonably withheld or delayed where the proposed Disposal is made by a person ("**that person**") to:

- (1) a member of that person's group of companies or if an individual, that person's family (meaning their wife, husband, parents or adult child, grandchild or siblings); or
- (2) any other person or persons acting in the capacity of trustee or trustees of a trust created by, or including as principal beneficiary, that person and/or members of that person's family (as described in section 10.6.3(A)(1)); or
- (3) any transfer to or by the personal representatives of that person upon their death,

provided that unless waived by the Company (in its sole discretion), the transferee in each case is bound by similar restrictions on Disposal for the remainder of the Lock-Up Period as set out in section 10.6.2 (and the Company has third party rights to enable it to enforce such restrictions on Disposal);

(B) accepted a general offer for the issued share capital of the Company made in accordance with the Takeover Code (a "**General Offer**");

(C) sold the Manager Subscription Shares to an offeror or potential offeror during an offer period (within the meaning of the Takeover Code);

(D) made any Disposal pursuant to an offer by the Company to purchase its own Ordinary Shares where such an offer is made on identical terms to all holders of Ordinary Shares in the Company;

(E) made any Disposal through the implementation of any scheme of arrangement by the Company or other procedure to effect an amalgamation to give effect to a General Offer;

(F) sold or transferred the Manager Subscription Shares pursuant to an order made by a court with competent jurisdiction or where required by applicable law or regulation; or



- (G) made a Disposal pursuant to any decision or ruling by an administrator, administrative receiver or liquidator appointed to the Initial Shareholder in connection with a winding up or liquidation of the Initial Shareholder.

10.6.4 The Lock-up Agreement is governed by the laws of England and Wales.

## 11. LITIGATION

There have been no governmental, legal or arbitration proceedings, and the Company is not aware of any governmental, legal or arbitration proceedings pending or threatened, nor of any such proceedings having been pending or threatened at any time preceding the date of this Prospectus, which may have, or have had in the recent past, a significant effect on the Company or its group's financial position or profitability.

## 12. SIGNIFICANT CHANGE

There has been no significant change in the financial position of the Company since 31 December 2020, being the end of the last financial period for which financial information has been published, save for the Company announcing on 16 March 2021 a dividend of 0.50 cents per Ordinary Share for the period ending 31 December 2020 (which was paid on 12 April 2021).

## 13. WORKING CAPITAL

The Company is of the opinion that the working capital available to it is sufficient for the present requirements of the Company, that is for at least 12 months from the date of this Prospectus.

## 14. CAPITALISATION AND INDEBTEDNESS

- 14.1 The following table shows the unaudited capitalisation of the Company as at 28 February 2021 (being the latest practicable date for such capitalisation figures prior to the publication of this Prospectus):

	As at 28 February 2021
Shareholders' equity	
	(US\$ million)
Share capital	2,001,924
Share premium	184,786
Capital reduction reserve	188,176,521
Capital reserve	3,271,402
Retained earnings/(losses)	511,841
Total	<b>194,146,474</b>

- 14.2 The following table shows the Company's unaudited gross indebtedness as at 28 February 2021 being the latest practicable date for such indebtedness figures prior to the publication of this Prospectus):

Total current debt	As at 28 February 2021 (US\$)
Guaranteed	Nil
Secured	Nil
Unguaranteed/unsecured	Nil
Total non-current debt	As at 28 February 2021 (US\$)
Guaranteed	Nil
Secured	Nil
Unguaranteed/unsecured	Nil

- 14.3 The following table shows the Company's unaudited net indebtedness as at 28 February 2021 (the latest practicable date for such indebtedness figures prior to the publication of this Prospectus):

	As at 28 February 2021 (US\$)
A. Cash	635,894
B. Cash equivalents	Nil
C. Trading securities	Nil
D. Liquidity (A+B+C)	635,894
E. Current financial receivable	47,818,615
F. Current bank debt	Nil
G. Current portion of non-current debt	Nil
H. Other current financial debt	Nil
I. Current financial debt (F+G+H)	Nil
J. Net current financial indebtedness (I-E-D)	(48,454,509)
K. Non-current bank loans	Nil
L. Bonds issued	Nil
M. Other non-current loans	Nil
N. Non-current financial indebtedness (K+L+M)	Nil
O. Net financial indebtedness (J+N)	(48,454,509)

- 14.4 As at 28 February 2021, the Company had no indirect or contingent indebtedness and nil net indebtedness.
- 14.5 As at the date of this Prospectus, there has been no material change in the capitalisation and indebtedness position of the Company since 28 February 2021, being the latest practicable date for such indebtedness figures prior to the publication of this Prospectus.

## 15. INTERMEDIARIES TERMS AND CONDITIONS

The Intermediaries Terms and Conditions regulate the relationship between the Company, the Intermediaries Offer Adviser and each of the Intermediaries that is accepted by the Company to act as an Intermediary after making an application for appointment in accordance with the Intermediaries Terms and Conditions.

### *Capacity and liability*

The Intermediaries have agreed that, in connection with the Intermediaries Offer, they will be acting as agent for retail investors in the United Kingdom who wish to acquire Ordinary Shares under the Intermediaries Offer, and not as representative or agent of the Company, the Intermediaries Offer Adviser, the Investment Manager or the Receiving Agent, none of whom will have any responsibility for any liability, costs or expenses incurred by any Intermediary, regardless of the process or outcome of the Initial Issue.

### *Eligibility to be appointed as an Intermediary*

In order to be eligible to be considered for appointment as an Intermediary, each Intermediary must be authorised by the FCA or the Prudential Regulation Authority in the United Kingdom, and have appropriate permissions, licences, consents and approvals to act as an intermediary in the United Kingdom. Each Intermediary must also be a member of CREST or have arrangements with a clearing firm that is a member of CREST.

Each Intermediary must also have (and is solely responsible for ensuring that it has) all licences, consents and approvals necessary to enable it to act as an intermediary in the United Kingdom and must be, and at all times remain, of good repute (determined by the Company in its absolute discretion).

### *Application for Ordinary Shares*

A minimum application amount per Underlying Applicant of US\$1,000 (or £1,000) will apply under the Intermediaries Offer. There is no maximum limit on the monetary amount that Underlying Applicants may invest. Any application made by investors through any Intermediary is subject to the terms and conditions agreed with each Intermediary. Intermediaries may elect to subscribe for Shares on behalf of Underlying Applicants in US Dollars at the Offer Price, or in Sterling at a price per Share equal to the Offer Price at the Relevant Sterling Exchange Rate. The Sterling equivalent amount will be converted into US Dollars by reference to the Relevant Sterling Exchange Rate following the closing of the Intermediaries Offer. An Intermediary must use a separate Intermediaries Offer Application Form where it is applying on behalf of Underlying Applicants in US Dollar and Sterling.

Allocations of Ordinary Shares under the Intermediaries Offer will be at the absolute discretion of the Company. If there is excess demand for Ordinary Shares in the Initial Issue, allocations of Ordinary Shares may be scaled down to an aggregate value which is less than that applied for.

Each Intermediary will be instructed by the Receiving Agent as to the basis on which each Intermediary must allocate Shares to Underlying Applicants who have applied through such Intermediary.

### *Effect of Intermediaries Offer Application Form*

By completing and returning an Intermediaries Offer Application Form, an Intermediary will be deemed to have irrevocably agreed to invest or procure the investment in Ordinary Shares of the aggregate amount stated on the Intermediaries Offer Application Form or such lesser amount in respect of which such application may be accepted. The Company reserves the right to reject, in whole or in part, or to scale down, any application for Ordinary Shares under the Intermediaries Offer.

### *Fees*

The Intermediaries Terms and Conditions provide that an Intermediary may choose whether or not to be paid a fee in connection with the Intermediaries Offer, subject to the rules of the FCA or any other applicable body, with such fee being payable in cash or through the issuance of additional Ordinary Shares at the Initial Issue Price (as may be agreed between

the Company and the relevant Intermediary). Intermediaries must not pay to any Underlying Applicant any of the fees it receives and no Intermediaries are permitted to deduct any fee received from the payment for the Ordinary Shares allocated to it. If an Intermediary wishes to receive a fee in respect of some clients and not in respect of other clients then it must submit two separate Intermediaries Offer Application Forms.

#### *Information and communications*

The Intermediaries have agreed to give certain undertakings regarding the use of information provided to them in connection with the Intermediaries Offer. The Intermediaries have given certain undertakings regarding their role and responsibilities in the Intermediaries Offer and are subject to certain restrictions on their conduct in connection with the Intermediaries Offer, including in relation to their responsibility for information, communications, websites, advertisements and their communications with clients and the press.

#### *Representations and warranties*

The Intermediaries have given representations and warranties that are relevant for the Intermediaries Offer, and have agreed to indemnify the Company, the Intermediaries Offer Adviser, the Joint Bookrunners, the Investment Manager and the Receiving Agent against any loss or claim arising out of any breach by them of the Intermediaries Terms and Conditions or as a result of a breach of any duties or obligations under FSMA or under any rules of the FCA or any applicable laws.

#### *Governing law*

The Intermediaries Terms and Conditions are governed by the laws of England and Wales.

## **16. THIRD PARTY INFORMATION AND CONSENTS**

- 16.1 Where third party information has been referenced in this Prospectus, the source of that third party information has been disclosed. Where information contained in this Prospectus has been so sourced, the Company confirms that such information has been accurately reproduced and, as far as the Company is aware and able to ascertain from information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading.
- 16.2 Cenkos has given and not withdrawn its written consent to the inclusion in this Prospectus of references to its name in the form and context in which it appears.
- 16.3 Jefferies has given and not withdrawn its written consent to the inclusion in this Prospectus of references to its name in the form and context in which it appears.
- 16.4 The Investment Manager has given and not withdrawn its written consent to the inclusion in this Prospectus of references to its name in the form and context in which it appears. The Investment Manager has given and not withdrawn its written consent to the inclusion in this Prospectus of the information and opinions contained in: (a) the risk factors contained under the following headings: "Risks relating to the Investment Policy"; "Risks relating to the Tax Equity Partner"; and "Risks relating to the Investment Manager"; (b) section 2 (Investment Objective and Investment Policy), section 4 (The Company's Portfolio), section 5 (Dividend Policy and Target Return) and section 7 (Net Asset Value) of Part I (Information on the Company); (c) Part II (The Market Opportunity); (d) Part III (Investment Philosophy and Process); and (e) Part IV (Directors, Management and Administration) of this Prospectus and any other information or opinion related to or attributed to it or any Affiliate of the Investment Manager.

## **17. GENERAL**

- 17.1 The Company is not dependent on patents or licences, or new manufacturing processes which are material to the Company's business or profitability.
- 17.2 In accordance with the Prospectus Regulation Rules, the Company will file with the FCA, and make available for inspection by the public, details of the number of Shares issued under this Prospectus. The Company will also notify the issue of the Shares through a Regulatory Information Service announcement.

## **18. ADDITIONAL AIFM DIRECTIVE DISCLOSURES**

### **18.1 General**

The EU AIFM Directive imposes detailed and prescriptive obligations on fund managers established in the EEA and the UK AIFMD Laws impose detailed and prescriptive obligations on fund managers established in the United Kingdom (the "**Operative Provisions**"). These do not currently apply to investment managers established outside the EEA and the UK, such as the Investment Manager. The Investment Manager is only required to comply with certain disclosure, reporting and transparency obligations of the EU AIFM Directive (in respect of investors located in an EEA Member State) and the UK AIFMD Laws (in respect of investors located in the UK) (the "**Disclosure Provisions**") and, even then, only if the Shares are marketed to EEA-domiciled investors within the EEA or to UK-domiciled investors in the UK (as applicable). Where the Disclosure Provisions appear to require disclosure on an Operative Provision which does not apply to the Investment Manager, no meaningful disclosure can be made. These Operative Provisions include prescriptive rules on the treatment of investors, liquidity management and cover for professional liability risks.

### **18.2 Professional indemnity insurance**

The Investment Manager, as an investment manager established outside the EEA and the UK, is not authorised under the EU AIFM Directive or the UK AIFMD Laws and is therefore not subject to the detailed requirements set out therein in relation to the holding of professional indemnity insurance and regulatory capital.

### **18.3 Liquidity risk management**

There is no right or entitlement attaching to Shares that allows them to be redeemed or repurchased by the Company at the option of the Shareholder.

Liquidity risk for the Company is therefore the risk that a position held by the Company cannot be realised at a reasonable value sufficiently quickly to meet the payment obligations (primarily, repayment of any debt and the fees payable to the Company's service providers) of the Company as they fall due.

In managing the Company's assets, therefore, the Investment Manager seeks to ensure that the Company holds at all times a Portfolio of assets that, together with liquid assets, is sufficiently liquid to enable it to discharge its payment obligations.

### **18.4 Fair treatment of Shareholders**

The Ordinary Shares are admitted to listing on the premium listing category of the Official List and to trading on the premium segment of the Main Market. It is not intended that any class of Shares in the Company be admitted to listing in any other jurisdiction. As a company with Shares listed on the Official List, the Company is required to treat all Shareholders of a given class equally.

### **18.5 Rights against third-party service providers**

The Company is reliant on the performance of third party service providers, including the Investment Manager, Cenkos (as the Company's sponsor and joint global-coordinator), Jefferies, the Administrator, the Receiving Agent and the Registrar. Without prejudice to any potential right that a Shareholder may have to bring a claim against a service provider, each Shareholder's contractual relationship in respect of its investment in Shares is with the Company only. Accordingly, no Shareholder will have any contractual claim against any service provider with respect to such service provider's default.

If a Shareholder considers that it may have a claim against a third party service provider in connection with such Shareholder's investment in the Company, such Shareholder should consult its own legal advisers.

## **19. UK RULES ON MARKETING OF POOLED INVESTMENTS**

The FCA Rules contain rules restricting the marketing within the UK of certain pooled investments or 'funds', referred to in the FCA Rules as non-mainstream pooled investments,

to 'ordinary retail clients'. These rules took effect on 1 January 2014. These rules currently do not apply to investment trusts.

## **20. ELIGIBILITY FOR INVESTMENT BY UCITS SCHEMES OR NURS**

The Company has been advised that the Shares should be regarded as "transferable securities" and, therefore, should be eligible for investment by UCITS schemes or NURS on the basis that: (i) the Company is a closed-ended investment company incorporated in England and Wales as a public limited company; (ii) the Shares are proposed to be admitted to the premium listing category of the Official List and to trading on the premium segment of the Main Market; and (iii) the Shares have equal voting rights. However, the investment manager of a relevant UCITS scheme or NURS should satisfy itself that the Shares are eligible for investment by the relevant UCITS scheme or NURS, including consideration of the factors relating to the relevant UCITS scheme or NURS itself, specified in the Collective Investment Scheme Sourcebook of the FCA Rules.

## **21. DOCUMENTS ON DISPLAY**

21.1 The following documents will be available for inspection on the Company's website ([www.ussolarfund.co.uk](http://www.ussolarfund.co.uk)) from the date of this Prospectus until the Final Closing Date:

- 21.1.1 this Prospectus;
- 21.1.2 the 2020 Annual Accounts;
- 21.1.3 the 2019 Annual Accounts;
- 21.1.4 the 2020 Interim Accounts; and
- 21.1.5 the Articles.

21.2 In addition, copies of this Prospectus are available, for inspection only, from the National Storage Mechanism (<https://data.fca.org.uk/#/nsm/nationalstoragemechanism>).

## PART IX– TERMS AND CONDITIONS OF ANY PLACING

### 1. INTRODUCTION

- 1.1 Each person who is invited to and who chooses to participate in the Initial Placing and/or a Subsequent Placing (including individuals, funds or others) (a **"Placee"**) confirms its agreement (whether orally or in writing) to the relevant Joint Bookrunner to subscribe for: (a) Issue Shares under the Initial Placing and/or (b) Ordinary Shares and/or C Shares under the relevant Subsequent Placing and that it will be bound by these terms and conditions and will be deemed to have accepted them.
- 1.2 The Company and/or the relevant Joint Bookrunner 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 IX will, where applicable, be deemed to be incorporated into any such Placing Letters. Any references in this Prospectus or a Placing Letter to a Placee shall, in the context of a fund manager applying on behalf of its underlying discretionary clients, be deemed to be a reference to the relevant fund manager and not to its underlying discretionary clients.

### 2. AGREEMENT TO SUBSCRIBE FOR SHARES

- 2.1 Conditional on:
- 2.1.1 in the case of the Initial Placing, Initial Admission occurring and becoming effective by no later than 8.00 a.m. (London time) on 11 May 2021 (or such later time and date, not being later than the Long-Stop Date, as the Company and the Joint Bookrunners may agree) and, in the case of any Subsequent Placing, the relevant Subsequent Admission occurring and becoming effective by no later than 8:00 a.m. (London time) on such dates, not being later than the Final Closing Date, as may be agreed between the Company and the Joint Bookrunners prior to the closing of each Subsequent Placing;
  - 2.1.2 the Sponsor and Placing Agreement becoming unconditional in all respects (save for any condition relating to the relevant Admission);
  - 2.1.3 in the case of the Initial Placing, the Sponsor and Placing Agreement not having been terminated prior to the date of Initial Admission and, in the case of any Subsequent Placing, the Sponsor and Placing Agreement not having been terminated prior to the date of the relevant Subsequent Admission; and
  - 2.1.4 in the case of a Subsequent Placing, in respect of the issue of Ordinary Shares, the relevant Placing Price being agreed between the Company and the Joint Bookrunners; and
  - 2.1.5 in the case of a Subsequent Placing, a valid supplementary prospectus being published by the Company if such is required by the Prospectus Regulation Rules),

a Placee agrees to become a member of the Company and agrees to subscribe for those Issue Shares allocated to it by the Joint Bookrunners, in the case of the Initial Placing, at the Initial Issue Price or, in the case of a Subsequent Placing, those Ordinary Shares and/or C Shares allocated to it by the Joint Bookrunners at the applicable Placing 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. PAYMENT FOR SHARES

- 3.1 Issue Shares are available under the Initial Placing at an Initial Issue Price of US\$1.00 per Ordinary Share, and Ordinary Shares will be available under the Subsequent

Placings at the relevant Placing Price. C Shares will be available under the Placing Programme for a price of US\$1.00 per C Share.

- 3.2 Participants in the Initial Issue may elect to subscribe for Issue Shares in Sterling at a price per Ordinary Share equal to the Initial Issue Price at the Relevant Sterling Exchange Rate. The Relevant Sterling Exchange Rate and the Sterling equivalent issue price are not known as at the date of this Prospectus and will be notified by the Company through an RIS announcement prior to Initial Admission. In respect of any investor electing to subscribe in Sterling, the Company reserves the right to charge the investor some or all of any foreign exchange costs incurred by the Company in respect of such subscription. Fractions of Ordinary Shares will not be issued and, where applications are received in Sterling, any fractional amounts arising as a result of using the Relevant Sterling Exchange Rate used to convert the Initial Issue Price will not be refunded to investors and will be retained by the Company.
- 3.3 Prospective investors will be able to elect to subscribe for Ordinary Shares and/or C Shares issued under the Placing Programme in US Dollars and/or Sterling. The Placing Price will be announced in US Dollars together with a Sterling equivalent amount and the relevant US Dollar/Sterling exchange rate used to convert the Placing Price, through a Regulatory Information Service announcement as soon as practicable in conjunction with each Subsequent Placing. Fractions of Shares will not be issued and, where applications are received in Sterling, any fractional amounts arising as a result of using the relevant US Dollar/Sterling exchange rate used to convert the Placing Price will not be refunded to investors and will be retained by the Company.
- 3.4 Each Placee must pay the applicable price for the Shares issued to the Placee in the manner and by the time directed by the Joint Bookrunners. If any Placee fails to pay as so directed and/or by the time required, the relevant Placee's application for Shares may, at the discretion of the Joint Bookrunners, either be rejected or accepted, and in the latter case section 3.5 of these terms and conditions shall apply.
- 3.5 Each Placee is deemed to agree that if it does not comply with its obligation to pay the applicable Placing Price for the Shares allocated to it in accordance with section 3.4 of these terms and conditions and the Joint Bookrunners elect to accept that Placee's application, the Joint Bookrunners or, as applicable, any nominee of the Joint Bookrunners, shall be deemed to have been irrevocably and unconditionally appointed by the Placee as its agent to use reasonable endeavours to sell all or any of the Shares allocated to the Placee on such Placee's behalf and retain from the proceeds, for the relevant Joint Bookrunner's own account and profit, an amount equal to the aggregate amount owed by the Placee plus any interest due. The Placee will, however, remain liable for any shortfall below the aggregate amount owed by such Placee and the Placee will be deemed to have agreed to indemnify the relevant Joint Bookrunner 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.

#### **4. REPRESENTATIONS AND WARRANTIES**

- 4.1 By agreeing to subscribe for: (i) Issue Shares under the Initial Placing; and (ii) Ordinary Shares and/or C Shares under any Subsequent Placing, each Placee which enters into a commitment to subscribe for such Shares will (for itself and any person(s) procured by it to subscribe for Shares and any nominee(s) for any such person(s)) be deemed to agree, represent and warrant to each of the Company, the Investment Manager and the Joint Bookrunners (and, in respect of any data protections warranties, to the Administrator and the Registrar) that:
  - (a) in agreeing to subscribe for (i) the Issue Shares under the Initial Placing and/or (ii) Ordinary Shares and/or C Shares under any Subsequent Placing, it is relying solely on this Prospectus and any supplementary prospectus published by the Company prior to Admission and (in the case of any Subsequent Placing) this Prospectus and any supplementary prospectus published prior to the relevant Subsequent Admission, and not on any other information given, or representation or statement made at any time, by any person concerning the Company, the Initial Issue and any Subsequent Placings. It agrees that none of the Company, the Investment Manager or the Joint Bookrunners,



nor any of their respective officers, agents or employees, will have any liability for any other information or representation. It irrevocably and unconditionally waives any rights it may have in respect of any other information or representation;

- (b) if the laws of any territory or jurisdiction outside the United Kingdom are applicable to its agreement to subscribe for: (i) Issue Shares under the Initial Placing and/or (ii) Ordinary Shares and/or C Shares under any Subsequent Placing, it warrants that it has complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with its application in any territory and that it has not taken any action or omitted to take any action which will result in the Company, the Investment Manager, the Joint Bookrunners or the Registrar or any of their respective officers, agents or employees acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside the United Kingdom in connection with the Initial Placing and/or any Subsequent Placing;
- (c) it has carefully read and understands this Prospectus in its entirety and acknowledges that it is acquiring Shares on the terms and subject to the conditions set out in this Part IX, the Articles as in force at the date of the relevant Admission and, as applicable, in the contract note or placing confirmation, as applicable, referred to in section 4 of this Part IX (for the purposes of this Part IX, the **"Contract Note"** or the **"Placing Confirmation"**) and the Placing Letter (if any);
- (d) it has not relied on the Joint Bookrunners or any person affiliated with it in connection with any investigation of the accuracy of any information contained in this Prospectus;
- (e) the content of this Prospectus and any supplementary prospectus published by the Company is exclusively the responsibility of the Company and its Board (and other persons that accept liability for the whole or part of this Prospectus and any such supplementary prospectus) and apart from the liabilities and responsibilities, if any, which may be imposed on the Joint Bookrunners under any regulatory regime, none of the Joint Bookrunners or any person acting on their behalf nor any of their respective affiliates makes any representation, express or implied, or accepts any responsibility whatsoever for the contents of this Prospectus or any supplementary prospectus or for any other statement made or purported to be made by them or on its or their behalf in connection with the Company, the Shares, the Initial Issue and any Subsequent Placings;
- (f) it acknowledges that no person is authorised in connection with the Placing to give any information or make any representation other than as contained in this Prospectus, and any supplementary prospectus issued by the Company prior to Admission, and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, the Investment Manager or the Joint Bookrunners.
- (g) 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 of the Finance Act 1986 (depository receipts and clearance services);
- (h) the price per Ordinary Share to be issued in connection with the Initial Placing is fixed at the Initial Issue Price, and the Placing Price for Subsequent Placings will be fixed at the relevant time, and in each case is payable to the Joint Bookrunners on behalf of the Company in accordance with the terms of this Part IX and, as applicable, in the Contract Note or Placing Confirmation and the Placing Letter (if any);
- (i) it has the funds available to pay in full for the Shares for which it has agreed to subscribe pursuant to its commitment under the Initial Placing or relevant Subsequent Placing and that it will pay the total subscription in accordance with the terms set out in this Part IX 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;

- (j) its commitment to acquire Shares under the Initial Placing or any Subsequent Placing will be agreed orally with the relevant Joint Bookrunner as agent for the Company and that a Contract Note or Placing Confirmation will be issued by the relevant Joint Bookrunner as soon as possible thereafter. That oral 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 the relevant Joint Bookrunner to subscribe for the number of Shares allocated to it and comprising its commitment under the Initial Placing or relevant Subsequent Placing at the relevant Placing Price on the terms and conditions set out in this Part IX 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 the relevant Admission. Except with the consent of the relevant Joint Bookrunners such oral commitment will not be capable of variation or revocation after the time at which it is made;
- (k) its allocation of Shares under the Initial Placing or relevant Subsequent Placing will be evidenced by Contract Note or Placing Confirmation, as applicable, confirming: (i) the number of Shares that such Placee has agreed to acquire; (ii) the aggregate amount that such Placee will be required to pay for such Shares; and (iii) settlement instructions to pay the relevant Joint Bookrunner, as agent for the Company. The terms of this Part IX will be deemed to be incorporated into that Contract Note or Placing Confirmation;
- (l) settlement of transactions in the Shares following the relevant Admission will take place in CREST but each Joint Bookrunner 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;
- (m) it makes the representations, warranties, undertakings, agreements and acknowledgements set out in this Prospectus and the Placing Letter (if any), including (unless otherwise expressly agreed with the Company) those set out in the section entitled "Overseas Persons and Restricted Territories" in Part V (The Initial Issue and the Placing Programme) of this Prospectus;
- (n) it: (i) is entitled to subscribe for the 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 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;
- (o) if it is within the United Kingdom, it is: (i) 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 it is a person to whom the Shares may otherwise lawfully be offered under such Order or, if it is receiving the offer in circumstances under which the laws or regulations of a jurisdiction other than the United Kingdom would apply, it is a person to whom the Shares may be lawfully offered under that other jurisdiction's laws and regulations; or (ii) 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;
- (p) if it is a resident in an EEA Member State, (a) it is a qualified investor within the meaning given in Article 2 of the EU Prospectus Regulation and (b) that it is a person to whom the Shares may lawfully be marketed under the EU AIFM Directive or under the applicable implementing legislation or regulations (if any) of that EEA Member State;
- (q) in the case of any Shares acquired by a Placee as a financial intermediary within the EEA as that term is used in the EU Prospectus Regulation or within the United Kingdom as that term is used in the UK Prospectus Regulation (as applicable): (i) the Shares acquired by it in the Initial Placing or relevant Subsequent Placing have not been

acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any EEA Member State or the United Kingdom other than qualified investors, as that term is defined in the EU Prospectus Regulation or the UK Prospectus Regulation (as applicable), or in circumstances in which the prior consent of the relevant Joint Bookrunner has been given to the offer or resale; or (ii) where Shares have been acquired by it on behalf of persons in any EEA Member State or the United Kingdom other than qualified investors, the offer of those Shares to it is not treated under the EU Prospectus Regulation or the UK Prospectus Regulation (as applicable) as having been made to such persons;

- (r) if it is outside the United Kingdom, neither this Prospectus nor any other offering, marketing or other material in connection with the Initial Placing or relevant Subsequent Placing or the Shares (for the purposes of this Part IX, each a **"Placing Document"**) constitutes an invitation, offer or promotion to, or arrangement with, it or any person whom it is procuring to subscribe for Shares pursuant to the Initial Placing or relevant Subsequent Placing unless, in the relevant territory, such offer, invitation or other course of conduct could lawfully be made to it or such person and such documents or materials could lawfully be provided to it or such person and 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;
- (s) 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 Shares and it is not acting on a non-discretionary basis for any such person;
- (t) if it is a natural person, such person is not under the age of majority (18 years of age in the United Kingdom) on the date of its agreement to subscribe for: (i) Issue Shares under the Initial Placing; or (ii) Ordinary Shares and/or C Shares under any Subsequent Placing and will not be any such person on the date of acceptance of any such agreement to subscribe for: (x) Issue Shares under the Initial Placing; or (y) Ordinary Shares and/or C Shares under any Subsequent Placing;
- (u) (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 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 the relevant Joint Bookrunner 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 promotions by an authorised person;
- (v) 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 the Initial Placing or relevant Subsequent Placing in, from or otherwise involving, the United Kingdom;
- (w) it is aware of the obligations regarding insider dealing in the Criminal Justice Act 1993, UK MAR and the Proceeds of Crime Act 2002 and confirms that it has and will continue to comply with those obligations;
- (x) no action has been taken or will be taken in any jurisdiction other than the United Kingdom that would permit a public offering of the Shares or possession of this Prospectus (and any supplementary prospectus issued by the Company), in any country or jurisdiction where action for that purpose is required;
- (y) it acknowledges that the Shares have not been registered or otherwise qualified, and will not be registered or otherwise qualified, for offer and sale nor will a prospectus be cleared or approved in respect of any of the Shares under the securities laws of any Restricted Territory and, subject to certain exceptions, may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly, into or within any

Restricted Territory or in any country or jurisdiction where any action for that purpose is required;

- (z) if it is a pension fund or investment company, its acquisition of the Shares is in full compliance with applicable laws and regulations;
- (aa) it acknowledges that none of the Joint Bookrunners nor any of their respective affiliates, nor any person acting on such Joint Bookrunner's behalf is making any recommendations to it or advising it regarding the suitability of any transactions it may enter into in connection with the Initial Placing or relevant Subsequent Placing or providing any advice in relation to the Initial Placing or relevant Subsequent Placing and its participation in the Initial Placing or relevant Subsequent Placing is on the basis that it is not and will not be a client of the Joint Bookrunners and that the Joint Bookrunners have no duties or responsibilities to it for providing the protections afforded to its clients or for providing advice in relation to the Initial Placing or relevant Subsequent Placing nor in respect of any representations, warranties, undertaking or indemnities otherwise required to be given by it in connection with its application under the Initial Placing or relevant Subsequent Placing nor, if applicable, in respect of any representations, warranties, undertakings or indemnities contained in any Placing Letter;
- (bb) save in the event of fraud on the part of the Joint Bookrunners, none of the Joint Bookrunners, their ultimate holding companies nor any direct or indirect subsidiary undertakings of such holding companies, nor any of 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 Cenkos's role as sponsor and the Joint Bookrunners' role as financial adviser and bookrunner or otherwise in connection with the 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 waive any claim against any of such persons which the Placee or any of its clients may have in respect thereof;
- (cc) it acknowledges that where it is subscribing for Shares for one or more managed, discretionary or advisory accounts, it is authorised in writing for each such account; (i) to subscribe for the Shares for each such account; (ii) to make on each such account's behalf the representations, warranties and agreements set out in this Prospectus; and (iii) to receive on behalf of each such account any documentation relating to the Initial Placing or relevant Subsequent Placing in the form provided by the Company and/or the Joint Bookrunners. It agrees that the provision of this paragraph shall survive any resale of the Shares by or on behalf of any such account;
- (dd) it irrevocably appoints any director of the Company and any director or duly authorised employee or agent of the Joint Bookrunners to be its agent and on its behalf (without any obligation or duty to do so), to sign, execute and deliver any documents and do all acts, matters and things as may be necessary for, or incidental to, its subscription for all or any of the Shares for which it has given a commitment under the Initial Placing or relevant Subsequent Placing, in the event of its own failure to do so;
- (ee) it accepts that if the Initial Placing and/or any Subsequent Placing does not proceed or the conditions to the Sponsor and Placing Agreement are not satisfied or the Shares for which valid applications are received and accepted are not admitted to the premium listing category of the Official List and/or admitted to trading on the premium segment of the Main Market for any reason whatsoever then none of the Company, the Investment Manager or the Joint Bookrunners or any of their respective 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;
- (ff) in connection with its participation in the Initial Placing or relevant Subsequent Placing it has observed all relevant legislation and regulations, in particular (but without limitation) those relating to money laundering and terrorist financing under the

Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering regulations 2017 (for the purposes of this Part IX, together the “**Money Laundering Rules**”) and that its application is only made on the basis that it accepts full responsibility for any requirement to verify the identity of its clients and other persons in respect of whom it has applied. In addition, it warrants that it is a person: (i) subject to the Money Laundering Rules in force in the United Kingdom; or (ii) subject to the Money Laundering Directive (2005/60/EC of the European Parliament and of the EC Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing) (the “**Money Laundering Directive**”), together with any regulations and guidance notes issued pursuant thereto; or (iii) 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 Directive;

- (gg) it acknowledges that due to anti-money laundering requirements, the Joint Bookrunners and the Company may require proof of identity and verification of the source of the payment before the application for Shares under the Initial Placing or relevant Subsequent Placing can be processed and that, in the event of delay or failure by the applicant to produce any information required for verification purposes, the Joint Bookrunners and the Company may refuse to accept the application and the subscription moneys relating thereto. It holds harmless and will indemnify the Joint Bookrunners and the Company against any liability, loss or cost ensuing due to the failure to process such application, if such information as has been required has not been provided by it;
- (hh) it is aware of, has complied with and will at all times comply with its obligations in connection with money laundering under the Money Laundering Rules;
- (ii) it acknowledges and agrees that information provided by it to the Company or the Registrar will be stored on the Registrar’s computer system and manually. It acknowledges and agrees that for the purposes of the DP Legislation and other relevant data protection legislation which may be applicable, the Registrar is required to specify the purposes for which it will hold personal data. The Registrar will only use such information for the purposes set out below (collectively, the “**Purposes**”), being to:
  - (i) process its personal data (including sensitive personal data) as required by or in connection with its holding of Shares, including processing personal data in connection with credit and money laundering checks on it;
  - (ii) communicate with it as necessary in connection with its affairs and generally in connection with its holding of Shares;
  - (iii) provide personal data to such third parties as the Registrar may consider necessary in connection with its affairs and generally in connection with its holding of Shares or as the DP Legislation may require, including to third parties outside the UK and the EEA;
  - (iv) without limitation, provide such personal data to the Company, the Investment Manager and each of their respective associates for processing, notwithstanding that any such party may be outside the UK and the EEA; and
  - (v) process its personal data for the Registrar’s internal administration;
- (jj) in providing the Registrar with information, it hereby represents and warrants to the Registrar that it has obtained the consent of any data subject to the Registrar and their respective associates holding and using their personal data for the Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Purposes set out in paragraph (jj) above). For the purposes of this

Prospectus, “**data subject**”, “**personal data**” and “**sensitive personal data**” shall have the meanings attributed to them in the DP Legislation;

- (kk) the Joint Bookrunners and the Company (and any agent on their behalf) are entitled to exercise any of their rights under the Sponsor and Placing Agreement or any other right in their absolute discretion without any liability whatsoever to them (or any agent acting on their behalf);
- (ll) the representations, undertakings and warranties contained in this Prospectus are irrevocable. It acknowledges that the Joint Bookrunners, the Company, the Investment Manager 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 for Ordinary Shares are no longer accurate, it shall promptly notify the Joint Bookrunners and the Company;
- (mm) where it or any person acting on behalf of it is dealing with the Joint Bookrunners, any money held in an account with the Joint Bookrunners 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 the Joint Bookrunners to segregate such money, as that money will be held by the Joint Bookrunners under a banking relationship and not as trustee;
- (nn) any of its clients, whether or not identified to the Joint Bookrunners, will remain its sole responsibility and will not become clients of the Joint Bookrunners for the purposes of the rules of the FCA or for the purposes of any statutory or regulatory provision;
- (oo) it accepts that the allocation of Shares shall be determined by the Joint Bookrunners in their absolute discretion but in consultation with the Company and that the Joint Bookrunners may scale down any commitments for this purpose on such basis as they may determine (which may not be the same for each Placee);
- (pp) it authorises the Joint Bookrunners to deduct from the total amount subscribed under the Initial Placing or relevant Subsequent Placing the commission (if any) (calculated at the rate agreed with the Company) payable on the number of Shares allocated to it under Initial Placing or relevant Subsequent Placing
- (qq) it accepts that the allocation of Shares shall be determined by the Company (in consultation with the Joint Bookrunners and the Investment Manager) in its absolute discretion and that the Company may scale down any Initial Placing or Subsequent Placing commitments for this purpose on such basis as they may determine;
- (rr) time shall be of the essence as regards its obligations to settle payment for the Shares and to comply with its other obligations under the Initial Placing or Subsequent Placing in question;
- (ss) in the event that a supplementary prospectus is required to be produced pursuant to Article 23 of the UK Prospectus Regulation (as amended by the UK Prospectus Amendment Regulations 2019) and in the event that it chooses to exercise any right of withdrawal pursuant to Article 23 of the UK Prospectus Regulation (as amended by the UK Prospectus Amendment Regulations 2019), such Placee will immediately re-subscribe for the Shares previously comprising its commitment under the Initial Placing or Subsequent Placing;
- (tt) the commitment to subscribe for Shares on the terms set out in this Part IX 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 or 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 Subsequent Placing; and

- (uu) if it is acting as a "distributor" (for the purposes of the relevant product governance requirements pursuant to the FCA PROD3 Rules):
  - (i) it acknowledges that the Target Market Assessment undertaken by the Investment Manager and the Joint Bookrunners does not constitute: (a) an assessment of suitability or appropriateness for the purposes of the UK MiFID Laws and EU MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Shares, and each distributor is responsible for undertaking its own target market assessment in respect of the Shares and determining appropriate distribution channels;
  - (ii) notwithstanding any Target Market Assessment undertaken by the Investment Manager and the Joint Bookrunners, it confirms that it has satisfied itself as to the appropriate knowledge, experience, financial situation, risk tolerance and objectives and needs of the investors to whom it plans to distribute the Shares and that it has considered the compatibility of the risk/reward profile of such Shares with the end target market; and
  - (iii) it agrees that, if so requested by the Joint Bookrunners or the Investment Manager, it shall provide aggregated summary information on sales of Shares under PROD 3.3.30R and information on the reviews carried out under PROD 3.3.26R to PROD 3.3.28R.
- 4.2 The representations and warranties set out in section 4.1 of this Part IX (Terms and Conditions of any Placing) of this Prospectus shall, where given by a fund manager on behalf of underlying discretionary clients, be deemed to be made solely on behalf of a fund manager and not on behalf of its underlying discretionary clients.

## **5. SUPPLY AND DISCLOSURE OF INFORMATION**

If the Joint Bookrunners, the Company, the Investment Manager, the Registrar or any of their agents request any information about a Placee's agreement to subscribe for Shares under the Initial Placing or relevant Subsequent Placing, such Placee must promptly disclose it to them and ensure that such information is complete and accurate in all respects.

## **6. DATA PROTECTION**

- 6.1 Each prospective investor acknowledges and agrees that it has read the Privacy Notice.
- 6.2 For the purposes of this section, the Privacy Notice and other sections of this document, "data controller", "data processor", "data subject", "personal data", "processing", "sensitive personal data" and "special category data" shall have the meanings attributed to them in the DP Legislation and the term "process" shall be construed accordingly.
- 6.3 Information provided by it to the Company or the Registrar will be stored both on the Administrator's and the Registrar's computer system and manually. It acknowledges and agrees that for the purposes of the DP Legislation the Company and the Registrar are each required to specify the purposes for which they will hold personal data.
- 6.4 Each of the Company and its service providers shall:
  - 6.4.1 be responsible for and control any personal data which it processes in relation to investors or arising out of the matters described in this document;
  - 6.4.2 comply with the DP Legislation and any other data protection legislation applicable to the collection and processing of the personal data; and
  - 6.4.3 take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, the personal data.

- 6.5 Where personal data is shared by the Placee with the Company or its agents pursuant to this document, the Placee shall ensure that there is no prohibition or restriction which would:
- 6.5.1 prevent or restrict it from disclosing or transferring the personal data to the relevant recipient;
  - 6.5.2 prevent or restrict the Company or its agents from disclosing or transferring the personal data to relevant third parties, and any of its (or their) employees, agents, delegates and subcontractors (including to jurisdictions outside of the UK, the EEA and including the United States), in order to provide the services or services ancillary thereto; or
  - 6.5.3 prevent or restrict the Company and any of its (or their), employees, agents, delegates and subcontractors, from processing the personal data as specified in the Privacy Notice and/or in this document.
- 6.6 If the Placee passes personal data of any of its or its Affiliates' employees, representatives, beneficial owners, agents and subcontractors to the Company or its agents, the Placee warrants that it has provided adequate notice to such employees, representatives, beneficial owners, agents and subcontractors including the detail set out in this section 6 and the Privacy Notice and as required by the UK GDPR and EU GDPR relating to the processing by the Company or its agents as applicable of such personal data and to the transfer of such personal data outside the UK or the EEA.
- 6.7 If the Placee passes personal data of any of its shareholders, investors or clients to the Company, the Placee warrants that it will provide the Privacy Notice or equivalent wording to such shareholders, investors or clients.
- 6.8 The investor will also ensure that it has obtained any necessary consents from any of its or its Affiliates', representatives, employees, beneficial owners, agents or subcontractors in order for the Receiving Agent to carry out AML Checks (as defined in the Privacy Notice).
- 6.9 In providing the Company, the Registrar and the Joint Bookrunners with information each Placee hereby represents and warrants to the Company, the Registrar and the Joint Bookrunners that it has obtained any necessary consents of any data subject whose data it has provided to the Company and the Registrar and their respective associates holding and using their personal data as set out in the Privacy Notice (including, where required, the explicit consent of the data subjects for the processing of any sensitive personal data as set out in the Privacy Notice) and will make the Privacy Notice, for which the Company and the Registrar will process the data, available to all data subjects whose personal data may be shared by it for this purpose.
- 6.10 The Company and the Registrar are each data controllers for the purpose of the DP Legislation and the parties all agree and acknowledge that none of the Company or the Registrar is or shall be a data processor for any of the others or a joint data controller with any of the others and they will each comply with their obligations under the DP Legislation and the Placee will do nothing that puts the Company or the Registrar in breach of their respective obligations. The Administrator is a data processor for the purpose of the DP Legislation and the parties all agree and acknowledge this.

## **7. MISCELLANEOUS**

- 7.1 The rights and remedies of the Joint Bookrunners, the Company and the Investment Manager 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.
- 7.2 On application, if a Placee is a discretionary fund manager, that Placee may be asked to disclose in writing or orally the jurisdiction in which its funds are managed or owned. All documents provided in connection with the Initial Placing or any Subsequent Placing will be sent at the Placee's risk. They may be returned by post to such Placee at the address notified by such Placee.



- 7.3 Each Placee agrees to be bound by the Articles (as amended) once the Shares which the Placee has agreed to subscribe for pursuant to the Initial Placing and/or any Subsequent Placing have been acquired by the Placee. The contract to subscribe for (a) Issue Shares under the Initial Placing or (b) Ordinary Shares and/or C Shares under any Subsequent Placing, and the appointments and authorities mentioned in this Prospectus, and all disputes and claims arising out of or in connection with its subject matter or formation (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 the Joint Bookrunners, 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.
- 7.4 In the case of a joint agreement to subscribe for (a) Issue Shares under the Initial Placing or (b) Ordinary Shares and/or C Shares under any Subsequent Placing, references to a "Placee" in these terms and conditions are to each of the Placees who are a party to that joint agreement and their liability is joint and several.
- 7.5 The Joint Bookrunners and the Company expressly reserve the right to modify the Initial Placing and/or any Subsequent Placing (including, without limitation, the timetable and settlement) at any time before allocations are determined.
- 7.6 The Initial Placing and each Subsequent Placing are each subject to the satisfaction of the conditions contained in the Sponsor and Placing Agreement (which include but are not limited to those set out in sections 2 and 4 of Part V (The Initial Issue and the Placing Programme) of this Prospectus), and such agreement not having been terminated. The Joint Bookrunners have the right to waive or not to waive any such conditions (save for Initial Admission) or terms and shall exercise that right without recourse or reference to Placees. Further details of the terms of the Sponsor and Placing Agreement are contained in section 10.1 of Part VIII (Additional Information on the Company) of this Prospectus.

## **PART X – TERMS AND CONDITIONS OF THE OFFER FOR SUBSCRIPTION**

The Offer for Subscription is only being made in the United Kingdom but, subject to applicable law, the Company may also allot Issue Shares on a private placement basis to applicants in other jurisdictions. If you are outside the United Kingdom, please see section 9 of this Part X (Terms and Conditions of the Offer for Subscription) of this Prospectus for further information.

### **1. Introduction**

- 1.1 If you apply for Issue Shares under the Offer for Subscription, you will be agreeing with the Company, the Registrar and the Receiving Agent to the terms and conditions of application set out below. Potential investors should read and note the section entitled "Notes on how to complete the Offer for Subscription Application Form" set out at Appendix 2 to this Prospectus. Any references in this Prospectus or an Application Form to an applicant in the Offer for Subscription shall, in the context of a fund manager applying on behalf of underlying discretionary clients, be deemed to be a reference to the relevant fund manager and not to its underlying discretionary clients.
- 1.2 The Application Form may also be used to subscribe for Issue Shares on such other terms and conditions as may be agreed in writing between the applicant and the Company.

### **2. Offer to subscribe for Issue Shares**

- 2.1 Applications must be made on the Application Form attached at Appendix 1 to this Prospectus or as may be otherwise published by the Company. Any application may be rejected in whole or in part at the sole discretion of the Company.
- 2.2 By completing and delivering an Application Form, you, as the applicant, and, if you sign the Application Form on behalf of another person or a corporation, that person or corporation:
- (a) offer to subscribe for such value of Ordinary Shares at the Initial Issue Price (or the Sterling equivalent) as may be specified in Box 1 on your Application Form (being a minimum value of US\$1,000 (or £1,000) or such smaller number for which such application is accepted) on the terms, and subject to the conditions, set out in this Prospectus, including these Terms and Conditions of Application under the Offer for Subscription, and the Articles of Association (as amended from time to time);
  - (b) agree that in respect of any Issue Shares for which you wish to subscribe under the Offer for Subscription, you will submit payment in US Dollars or Sterling and, as further provided in paragraph 3.4 below, if you submit payment in Sterling, the Sterling figure inserted in Box 1 of the Application Form will be converted into US Dollars using the Relevant Sterling Exchange Rate following the closing of the Offer for Subscription and the number of Ordinary Shares subscribed at the Initial Issue Price will be calculated accordingly;
  - (c) agree that, in consideration of the Company agreeing that it will not, prior to the date of Initial Admission, offer for subscription any Issue Shares to any person other than by means of the procedures referred to in this Prospectus, your application may not be revoked (subject to any legal right to withdraw your application which arises as a result of any supplementary prospectus being published by the Company subsequent to the date of the Offer for Subscription and prior to Initial Admission) and that this section shall constitute a collateral contract between you and the Company which will become binding upon despatch by post to the Receiving Agent of your Application Form;
  - (d) undertake to pay the amount specified in Box 1 on your Application Form in full on application and warrant that the remittance accompanying your Application Form will be honoured on first presentation and agree that if such remittance is not so honoured, you will not be entitled to receive a share certificate for the Issue Shares applied for in certificated form or be entitled to commence dealing in the Issue Shares applied for in uncertificated form or to enjoy or receive any rights in respect of such Issue Shares unless and until you make payment in cleared funds for such Issue Shares and such payment is accepted by the Receiving Agent

(which acceptance shall not constitute an acceptance of your application under the Offer for Subscription and shall be in its absolute discretion and on the basis that you indemnify the Company, the Receiving Agent, the Joint Bookrunners and their respective affiliates against all costs, damages, losses, expenses and liabilities arising out of, or in connection with, the failure of your remittance to be honoured on first presentation) and the Company may (without prejudice to any other rights it may have) avoid the agreement to allot the Issue Shares and may allot them to some other party, in which case you will not be entitled to any refund or payment in respect thereof (other than the refund by way of a cheque, in your favour, or electronic transfer to the account the original remittance was sent from as set out in section 4 of your Application Form at your risk, for an amount equal to the proceeds of the remittance which accompanied your Application Form, without interest);

- (e) agree that where on your Application Form a request is made for Issue Shares to be deposited into a CREST Account the Receiving Agent may in its absolute discretion amend the Application Form so that such Issue Shares may be issued in certificated form registered in the name(s) of the applicant(s) specified in your Application Form (and recognise that the Receiving Agent will so amend the form if there is any delay in satisfying the identity of the applicant or the owner of the CREST Account or in receiving your remittance in cleared funds);
- (f) agree, in respect of applications for Issue Shares in certificated form (or where the Receiving Agent exercises its discretion pursuant to paragraph (e) above to issue Issue Shares in certificated form), that any share certificate to which you or, in the case of joint applicants, any of the persons specified by you in your Application Form may become entitled or pursuant to paragraph (e) above (and any monies returnable to you) may be retained by the Receiving Agent:
  - (i) pending clearance of your remittance;
  - (ii) pending investigation of any suspected breach of the warranties contained in section 4 below or any other suspected breach of these Terms and Conditions of the Offer for Subscription; or
  - (iii) pending any verification of identity which is, or which the Receiving Agent considers may be, required for the purpose of applicable anti-money laundering requirements,

and any interest accruing on such retained monies shall accrue to and for the benefit of the Company;

- (g) agree that, where an electronic transfer of a sum exceeding the US Dollar or Sterling equivalent of €15,000 is being made, you will comply with paragraphs 7.2 to 7.8 below;
- (h) agree, on the request of the Receiving Agent, to disclose promptly in writing to it such information as the Receiving Agent may request in connection with your application and authorise the Receiving Agent to disclose any information relating to your application which it may consider appropriate;
- (i) agree that, if evidence of identity satisfactory to the Receiving Agent is not provided to the Receiving Agent within a reasonable time (in the opinion of the Receiving Agent) following a request therefor, the Company may terminate the agreement with you to allot Issue Shares and, in such case, the Issue Shares which would otherwise have been allotted to you may be re-allotted or sold to some other party and the lesser of your application monies or such proceeds of sale (as the case may be, with the proceeds of any gain derived from a sale accruing to the Company) will be returned by a cheque drawn on a branch of a UK clearing bank to the bank account in which name the payment accompanying the application was first drawn without interest and at your risk or by electronic transfer to the account the original remittance was sent from as set out in section 4 of your Application Form;

- (j) agree that you are not, and are not applying on behalf of a person who is, engaged in money laundering, drug trafficking or terrorism;
- (k) 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 certified by a solicitor or notary) is enclosed with your Application Form together with full identity documents for the person so signing;
- (l) undertake to pay interest at the rate described in section 3.3 below if the remittance accompanying your Application Form is not honoured on first presentation;
- (m) authorise the Receiving Agent to procure that there be sent to you definitive certificates in respect of the number of Issue Shares for which your application is accepted or, if you have completed section 2B on your Application Form, but subject to paragraph (e) above, to deliver the number of Issue Shares for which your application is accepted into CREST, and/or to return any monies returnable by cheque in your favour, or electronic transfer to the account the original remittance was sent from as set out in section 4 of your Application Form, in all cases without interest and at your risk;
- (n) confirm that you have read and complied with section 9 of Part X (Terms and Conditions of the Offer for Subscription) of this Prospectus;
- (o) agree that all subscription payments will be processed through a bank account in the name of "CIS plc RE: US Solar Fund plc Offer for Subscription Application Account" opened by the Receiving Agent and designated in either US Dollars or Sterling;
- (p) agree that your Application Form is addressed to the Company and the Receiving Agent;
- (q) acknowledge that the offer to the public of Issue Shares is being made only in the United Kingdom and represent that you are a United Kingdom resident (unless you are able to provide such evidence as the Company may, in its absolute discretion, require that you are entitled to apply for Issue Shares);
- (r) agree that any application may be rejected in whole or in part at the sole discretion of the Company; and
- (s) acknowledge that the Initial Issue will not proceed if the conditions set out in section 4 below are not satisfied.

2.3 In addition to the Application Form, you must also complete and deliver an appropriate Common Reporting Standard self-certification form.

2.4 Any application may be rejected in whole or in part at the sole discretion of the Company

### 3. **Acceptance of your offer to subscribe**

3.1 The Receiving Agent may, on behalf of the Company, accept your offer to subscribe (if your application is received, valid (or treated as valid), processed and not rejected) for Issue Shares by either: (a) notifying the FCA through a Regulatory Information Service announcement of the basis of allocation (in which case the acceptance will be on that basis); or (b) by notifying acceptance to the Company.

3.2 The basis of allocation will be determined by the Joint Bookrunners in consultation with the Investment Manager and the Company. The right is reserved notwithstanding the basis as so determined to reject in whole or in part and/or scale back any application on such basis as they may determine. The right is reserved to treat as valid any application not complying fully with these Terms and Conditions of the Offer 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 the

Company in some other manner to apply in accordance with these Terms and Conditions of the Offer for Subscription. The Company and Receiving Agent reserve the right (but shall not be obliged) to accept Application Forms and accompanying remittances which are received otherwise than in accordance with these Terms and Conditions of the Offer for Subscription.

- 3.3 The Receiving Agent will retain documents of title and surplus monies pending clearance of successful applicants' payments. The Receiving Agent may, as agent of the Company, require you to pay interest or its other resulting costs (or both) if the payment accompanying your application is not honoured on first presentation. If you are required to pay interest you will be obliged to pay the amount determined by the Company to be the interest on the amount of the payment from the date on which all payments in cleared funds are due to be received until the date of receipt of cleared funds. The rate of interest will be the then published bank base rate of a clearing bank selected by the Company plus 2% per annum. The right is also reserved to reject in whole or in part, or to scale down or limit, any application.
- 3.4 Payments must be in US Dollars or Sterling and paid by electronic bank transfer in accordance with section 3.5 below, or delivery versus payment in accordance with section 3.6 below. You may elect to subscribe for Ordinary Shares in Sterling at a price per Ordinary Share equal to the Initial Issue Price at the Relevant Sterling Exchange Rate. The Relevant Sterling Exchange Rate and the Sterling equivalent issue price are not known as at the date of this Prospectus and will be notified by the Company through an RIS announcement prior to Initial Admission. In respect of any investor electing to subscribe in Sterling, the Company reserves the right to charge the investor some or all of any foreign exchange costs incurred by the Company in respect of such subscription. Fractions of Ordinary Shares will not be issued and, where applications are received in Sterling, any fractional amounts arising as a result of using the Relevant Sterling Exchange Rate used to convert the Initial Issue Price will not be refunded to investors and will be retained by the Company.
- 3.5 For applicants sending subscription monies by electronic bank transfer, payment must be made for value by no later than 1:00 p.m. on 5 May 2021. Applicants wishing to make an electronic payment should contact Computershare Investor Services PLC stating "US Solar Fund plc" by email at [OFSpaymentqueries@computershare.co.uk](mailto:OFSpaymentqueries@computershare.co.uk) and stating the currency in which you wish to make payment in the subject line to request for full bank details. Applicants will be provided with a unique reference number which must be used when making the payment.
- 3.6 Should you wish to apply for Issue Shares by delivery versus payment method ("**DVP**"), you will need to match your instructions to the Receiving Agent's Participant Account 3RA23 by no later than 1:00 p.m. on 10 May 2021, allowing for the delivery and acceptance of your Issue Shares to your CREST account against payment of the Initial Issue Price in the relevant currency through the CREST system upon the relevant settlement date, following the CREST matching criteria set out in the Application Form.
- 3.7 The Company reserves the right in its absolute discretion (but shall not be obliged) to accept applications for less than the minimum subscription.

#### 4. **Conditions**

The contracts created by the acceptance of applications (in whole or in part) under the Offer for Subscription will be conditional upon:

- (a) Initial Admission occurring by no later than 8:00 a.m. (London time) on 11 May 2021 (or such other date, not being later than the Long Stop Date, as the Company and the Joint Bookrunners may agree); and
- (b) the Sponsor and Placing Agreement becoming unconditional in respect of the Initial Issue (save for any conditions relating to Initial Admission) and not having been terminated in accordance with its terms on or before the Initial Admission.

In circumstances where these conditions are not fully met, the Offer for Subscription will not proceed. Any number of Shares subscribed for pursuant to the Initial Issue may be allotted if the offer conditions referred to above are satisfied. The Board has not set a minimum Gross Initial Proceeds that must be met for the Initial Issue to proceed. The Board (in consultation with the Joint Bookrunners and the Investment Manager) reserves the right, however, to extend the closing time and/or date of the Initial Issue (up to the Long-Stop Date), or elect to cancel the Initial Issue, where it considers that the level of Gross Initial Proceeds were the Initial Issue to be closed at any specified time would mean that proceeding with the Initial Issue at the relevant time (or at all) is no longer in the interests of the Company and its Shareholders (provided that if the closing time is extended, or the Initial Issue is cancelled, this Prospectus and the Placing Programme established hereunder remain valid). The Company will notify investors of any relevant changes through an RIS announcement.

You will not be entitled to exercise any remedy of rescission for innocent misrepresentation (including pre-contractual representations) at any time after acceptance. This does not affect any other rights you may have.

## **5. Return of Application Monies**

Where application monies have been banked and/or received, if any application is not accepted in whole, or is accepted in part only, or if any contract created by acceptance does not become unconditional, the application monies or, as the case may be, the balance of the amount paid on application will be returned without interest and after the deduction of any applicable bank charges by crossed cheque in your favour, by post at the risk of the person(s) entitled thereto, or by electronic transfer to the account the original remittance was sent from as set out in section 4 of your Application Form. In the meantime, application monies will be retained by the Receiving Agent in a separate account.

## **6. Representations and Warranties**

6.1 By completing an Application Form, you:

- (a) undertake and 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 and that such other person will be bound accordingly and will be deemed also to have given the confirmations, warranties and undertakings contained in these Terms and Conditions of the Offer for Subscription and undertake to enclose your power of attorney or other authority or a complete copy thereof duly certified by a solicitor or notary;
- (b) warrant, in connection with your application, that you have complied with the laws of all requisite territories or jurisdictions, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with your application and that you have not taken any action or omitted to take any action which will result in the Company, the Investment Manager, the Joint Bookrunners, or the Receiving Agent or any of their respective affiliates, officers, agents or employees, acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction in connection with the Offer for Subscription or your application;
- (c) confirm that in making an application you are not relying on any information or representations in relation to the Company and the Issue Shares other than those contained in this Prospectus and any supplementary prospectus published by the Company prior to Initial Admission (on the basis of which alone your application is made) and accordingly you agree that no person responsible solely or jointly for this Prospectus, any such supplementary prospectus or any part thereof shall have any liability for any such other information or representation;
- (d) agree that, having had the opportunity to read this Prospectus, you shall be deemed to have had notice of all information and representations contained herein;

- (e) make the representations, warranties, undertakings, agreements and acknowledgements set out in this Prospectus, including (unless otherwise expressly agreed with the Company) those set out in the section entitled "Overseas Persons and Restricted Territories" in Part V (The Initial Issue and the Placing Programme) of this Prospectus;
- (f) acknowledge that no person is authorised in connection with the Offer for Subscription to give any information or make any representation other than as contained in this Prospectus and any supplementary prospectus published by the Company prior to Initial Admission and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, the Investment Manager, the Joint Bookrunners, or the Receiving Agent or any of their respective affiliates;
- (g) warrant that you are not under the age of 18 on the date of your application;
- (h) 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 payments to be sent to you, may be sent to you at your address (or, in the case of joint applicants, the address of the first-named applicant) as set out in your Application Form;
- (i) confirm that you have reviewed the restrictions contained in section 9 of this Part X (Terms and Conditions of the Offer for Subscription) of this Prospectus and warrant that you (and any person on whose behalf you apply) comply or have complied with the provisions therein;
- (j) acknowledge that you have been notified of the information in respect of the use of your personal data by the Company set out in this Prospectus;
- (k) represent and warrant to the Company, the Registrar and the Administrator that: (1) you have complied in all material aspects with its data controller obligations under the DP Legislation, and in particular, you have notified any data subject of the Purposes (as defined below) for which personal data will be used and by which parties it will be used and you have provided a copy of the Privacy Notice to such relevant data subjects; and (2) where consent is legally competent and/or required under the DP Legislation, you have obtained the consent of any data subject to the Company, the Administrator and the Registrar and their respective Affiliates and group companies, holding and using their personal data for the Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Purposes);
- (l) agree that, in respect of those Issue Shares for which your Application Form has been received and processed and not rejected, acceptance of your Application Form shall be constituted by the Company instructing the Registrar to enter your name on the register of members of the Company;
- (m) agree that all applications, acceptances of applications and contracts resulting therefrom under the Offer for Subscription and any non-contractual obligations arising in connection therewith shall be governed by and construed in accordance with the laws of England and Wales and that you submit to the jurisdiction of the English Courts and agree that nothing shall limit the right of the Company to bring any action, suit or proceedings arising out of or in connection with any such applications, acceptances of applications and contracts in any other manner permitted by law or in any court of competent jurisdiction;
- (n) irrevocably authorise the Company, the Investment Manager, the Joint Bookrunners or the Receiving Agent or any other person authorised by any of them, as your agent, to do all things necessary to effect registration of any Issue Shares subscribed by or issued to you into your name and authorise any representatives of the Company, the Investment Manager, the Joint Bookrunners and/or the Receiving Agent to execute any documents required therefor and to enter your name on the register of members of the Company;

- (o) agree to provide the Company with any information which the Company, the Investment Manager, the Joint Bookrunners or Receiving Agent may request in connection with your application or to comply with any other relevant legislation (as the same may be amended from time to time) including, without limitation, satisfactory evidence of identity to ensure compliance with anti-money laundering requirements;
  - (p) warrant that you: (i) either: (a) are highly knowledgeable and experienced in business and financial matters as to be capable of evaluating the merits and risks of an investment in the Ordinary Shares; or (b) are a professionally advised retail investor who has been advised of the merits and risks of an investment in the Issue Shares; (ii) fully understand the risks associated with such investment; and (iii) are able to bear the economic risk of your investment in the Company and are currently able to afford the complete loss of such investment;
  - (q) warrant that as far as you are aware, save as otherwise disclosed to the Company and the Joint Bookrunners, you are not acting in concert (within the meaning given in the Takeover Code) with any other person in relation to the Company and it are not a related party of the Company for the purposes of the Listing Rules;
  - (r) agree that each of the Receiving Agent and the Joint Bookrunners are acting for the Company in connection with the Offer for Subscription and for no-one else and that they will not treat you as their customer by virtue of such application being accepted or owe you any duties or responsibilities concerning the Initial Issue Price of the Issue Shares or concerning the suitability of the Issue Shares for you or be responsible to you for providing the protections afforded to their customers;
  - (s) warrant that the information contained in your Application Form is true and accurate;
  - (t) agree that if you request that Issue Shares are issued to you on a date other than the date of Initial Admission and such Issue Shares are not issued on such date that the Company and its agents and Directors will have no liability to you arising from the issue of such Issue Shares on a different date;
  - (u) acknowledge that the key information document prepared by the Investment Manager pursuant to the UK PRIIPs Laws can be provided to you in paper or by means of a website, but that where you are applying under the Offer for Subscription directly and not through an adviser or other intermediary, unless requested in writing otherwise, the lodging of an Application Form represents your consent to being provided the key information document via the website at [www.ussolarfund.co.uk](http://www.ussolarfund.co.uk), 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; and
  - (v) confirm that 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 Initial Issue, 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 statement therein misleading.
- 6.2 The representations and warranties set out in section 6.1 of this Part X (Terms and Conditions of the Offer for Subscription) of this Prospectus shall, where given by a fund manager on behalf of underlying discretionary clients, be deemed to be made solely on behalf of such a fund manager and not on behalf of its underlying discretionary clients.



## 7. Money Laundering

7.1 You agree that, in order to ensure compliance with the UK Money Laundering Regulations 2017, the Proceeds of Crime Act 2002 and any other applicable regulations, the Receiving Agent may at its absolute discretion require verification of identity from any person lodging an Application Form (the "**holder**") and may further request from you and you will assist in providing identification of:

- (a) the owner(s) and/or controller(s) (the "**payor**") of any bank account not in the name of the holder(s) on which is drawn an electronic payment; or
- (b) where it appears to the Receiving Agent that a holder or the payor is acting on behalf of some other person or persons.

Any delay or failure to provide the necessary evidence of identity may result in your application being rejected or delays in crediting CREST accounts or in the despatch of documents.

7.2 Without prejudice to the generality of this section 0, verification of the identity of holders and payors will be required if the value of the Issue Shares applied for, whether in one or more applications considered to be connected, exceeds €15,000 (or the US Dollar equivalent).

7.3 If, in such circumstances, the person whose account is being debited is not a holder you will be required to either complete section 5 of the Application Form or otherwise comply with that section of the Application Form.

7.4 For the purpose of the UK Money Laundering Regulations 2017, a person making an application for Issue Shares will not be considered as forming a business relationship with the Company or the Receiving Agent but will be considered as effecting a one-off transaction with either the Company or with the Receiving Agent. Submission of an Application Form with the appropriate remittance will constitute a warranty to each of the Company and the Receiving Agent from the applicant that the UK Money Laundering Regulations 2017 will not be breached by the application of such remittance.

7.5 The person(s) submitting an application for Issue Shares will ordinarily be considered to be acting as principal in the transaction unless the Receiving Agent determines otherwise, whereupon you may be required to provide the necessary evidence of identity of the underlying beneficial owner(s).

7.6 If the amount being subscribed exceeds €15,000 (or the US Dollar or Sterling equivalent) you should endeavour to have the declaration contained in Section 5 of the Application Form signed by an appropriate firm as described in that section. If you cannot have that declaration signed and the amount being subscribed exceeds €15,000 (or the US Dollar or Sterling equivalent) then you must provide with the Application Form the identity documentation detailed in Section 6 of the Application Form for each underlying beneficial owner.

7.7 If the Application Form is lodged with payment by a regulated financial services firm (being a person or institution) (the "**Firm**") which is located in Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Gibraltar, Guernsey, Hong Kong, Iceland, Ireland, Isle of Man, Italy, Japan, Jersey, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Portugal, Singapore, the Republic of South Africa, Spain, Sweden, Switzerland, the United Kingdom and the United States, the Firm should provide with the Application Form written confirmation that it has that status and a written assurance that it has obtained and recorded evidence of the identity of the person for whom it acts and that it will on demand make such evidence available to the Company (or any of its agents). If the Firm is not such an organisation, it should contact Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH. To confirm the acceptability of any written assurance referred to above, or in any other case, the applicant should call Computershare Investor Services PLC on +44 (0) 370 703 6253. Lines are open 8:30 a.m. to 5:30 p.m. (London time) Monday

to Friday. Calls may be recorded and randomly monitored for security and training purposes. Please note that the Receiving Agent cannot provide advice on the merits of the Initial Issue nor give any financial, legal or tax advice.

- 7.8 The Receiving Agent may undertake electronic searches for the purposes of verifying your identity. To do so the Receiving Agent may verify the details against your identity, but may also request further proof of your identity. The Receiving Agent reserves the right to withhold any entitlement (including any refund payment) until such verification of identity is completed to its satisfaction.

## **8. Data protection**

- 8.1 Each prospective investor acknowledges and agrees that it has read the Privacy Notice.

- 8.2 For the purposes of this section, the Privacy Notice and other sections of this document, "data controller", "data processor", "data subject", "personal data", "processing", "sensitive personal data" and "special category data" shall have the meanings attributed to them in the DP Legislation and the term "process" shall be construed accordingly.

- 8.3 Information provided by it to the Company or the Registrar will be stored both on the Administrator's and the Registrar's computer system and manually. It acknowledges and agrees that for the purposes of the DP Legislation the Company and the Registrar are each required to specify the purposes for which they will hold personal data.

- 8.4 Each of the Company and its service providers shall:

- (a) be responsible for and control any personal data which it processes in relation to investors or arising out of the matters described in this document;
- (b) comply with the DP Legislation and any other data protection legislation applicable to the collection and processing of the personal data; and
- (c) take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, the personal data.

- 8.5 Where personal data is shared by each prospective investor with the Company or its agents pursuant to this document, each prospective investor shall ensure that there is no prohibition or restriction which would:

- (a) prevent or restrict it from disclosing or transferring the personal data to the relevant recipient;
- (b) prevent or restrict the Company or its agents from disclosing or transferring the personal data to relevant third parties, and any of its (or their) employees, agents, delegates and subcontractors (including to jurisdictions outside of the UK, the EEA and including the USA), in order to provide the services or services ancillary thereto; or
- (c) prevent or restrict the Company and any of its (or their), employees, agents, delegates and subcontractors, from processing the personal data as specified in the Privacy Notice and/or in this document.

- 8.6 If each prospective investor passes personal data of any of its or its Affiliates' employees, representatives, beneficial owners, agents and subcontractors to the Company or its agents, each prospective investor warrants that it has provided adequate notice to such employees, representatives, beneficial owners, agents and subcontractors including the detail set out in this section 0 and the Privacy Notice and as required by the DP Legislation relating to the processing by the Company or its agents as applicable of such personal data and to the transfer of such personal data outside the UK or the EEA.

- 8.7 If each prospective investor passes personal data of any of its shareholders, investors or clients to the Company, each prospective investor warrants that it will provide the Privacy Notice or equivalent wording to such shareholders, investors or clients.
- 8.8 Each prospective investor will also ensure that it has obtained any necessary consents from any of its or its Affiliates', representatives, employees, beneficial owners, agents or subcontractors in order for the Receiving Agent to carry out AML Checks (as defined in the Privacy Notice).
- 8.9 In providing the Company, the Registrar, the Receiving Agent and the Joint Bookrunners with information each prospective investor hereby represents and warrants to the Company, the Registrar, the Receiving Agent and the Joint Bookrunners that it has obtained any necessary consents of any data subject whose data it has provided to the Company and the Registrar and their respective associates holding and using their personal data as set out in the Privacy Notice (including, where required, the explicit consent of the data subjects for the processing of any sensitive personal data as set out in the Privacy Notice) and will make the Privacy Notice, for which the Company and the Registrar will process the data, available to all data subjects whose personal data may be shared by it for this purpose.
- 8.10 The Company and the Registrar are each data controllers for the purpose of the DP Legislation and the parties all agree and acknowledge that none of the Company or the Registrar is or shall be a data processor for any of the others or a joint data controller with any of the others and they will each comply with their obligations under the DP Legislation and each prospective investor will do nothing that puts the Company or the Registrar in breach of their respective obligations. The Administrator is a data processor for the purpose of the DP Legislation and the parties all agree and acknowledge this.

## 9. Overseas Persons

The attention of potential investors who are not resident in, or who are not citizens of, the United Kingdom is drawn to this section 9:

- (a) The offer of Issue Shares under the Offer for Subscription to persons who are resident in, or citizens of, countries other than the United Kingdom ("**Overseas Persons**") may be affected by the law of the relevant jurisdictions. Such persons should consult their professional advisers as to whether they require any government or other consents or need to observe any applicable legal requirements to enable them to subscribe for Issue Shares under the Offer for Subscription. It is the responsibility of all Overseas Persons receiving this Prospectus and/or wishing to subscribe for the Issue Shares under the Offer for Subscription, to satisfy themselves as to full observance of the laws of any relevant territory or jurisdiction in connection therewith, including obtaining all necessary governmental or other consents that may be required and observing all other formalities required to be observed and paying any issue, transfer or other taxes due in such territory.
- (b) No person receiving a copy of this Prospectus in any territory other than the United Kingdom may treat the same as constituting an offer or invitation, unless in the relevant territory such an offer can lawfully be made to such person without compliance with any further registration or other legal requirements.
- (c) Unless otherwise expressly agreed with the Company, persons (including, without limitation, custodians, nominees and trustees) receiving this Prospectus should not distribute or send it to US Persons or into or within the United States, Australia, Canada, Japan, New Zealand or South Africa, their respective territories or possessions or any other jurisdiction, or to any other person, where to do so would or might contravene local securities laws or regulations.
- (d) None of the Issue Shares have been or will be registered under the laws of Australia, Canada, Japan, New Zealand, or the Republic of South Africa. If you subscribe for Issue Shares pursuant to the Offer for Subscription you will, be deemed to represent and warrant to the Company that you are not a resident of Australia, Canada, Japan, New Zealand, the

Republic of South Africa or a corporation, partnership or other entity organised under the laws of Canada (or any political subdivision) or Australia or Japan or New Zealand or the Republic of South Africa and that you are not subscribing for such Issue Shares for the account or benefit of any resident of Australia, Canada, Japan, New Zealand or the Republic of South Africa and will not offer, sell, renounce, transfer or deliver, directly or indirectly, any of the Issue Shares in or into Australia, Canada, Japan, New Zealand or the Republic of South Africa or to any person resident in Australia, Canada, Japan, New Zealand or the Republic of South Africa. No Application Form will be accepted if it shows the applicant, payor or a holder having an address in Australia, Canada, Japan, New Zealand or the Republic of South Africa.

- (e) The Company has not been and will not be registered under the Investment Company Act, and as such investors in the Shares are not and will not be entitled to the benefits of the Investment Company Act. The Shares have not been and will not be registered under the Securities Act, or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered, sold, resold, pledged, delivered or transferred, directly or indirectly, into or within the United States or to, or for the account or benefit of, any US Persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States and in a manner which would not require the Company to register under the Investment Company Act. In connection with the Initial Issue, subject to certain exceptions the Shares will be offered and sold only outside the United States in "offshore transactions" to non-US Persons pursuant to Regulation S under the Securities Act. There has been and will be no public offer of the Shares in the United States. Unless otherwise expressly agreed with the Company, if you subscribe for Ordinary Shares pursuant to the Offer for Subscription you will be deemed to make the representations, warranties, undertakings, agreements and acknowledgements set out in the section entitled "Overseas Persons and Restricted Territories" in Part V (The Initial Issue and the Placing Programme) of this Prospectus.
- (f) This Prospectus does not constitute, or purport to include the information required of, a disclosure document under Chapter 6D of the Corporations Act or a product disclosure statement under Chapter 7 of the Corporations Act and will not be lodged with ASIC. No offer of shares is or will be made in Australia pursuant to this document, except to a person who is: (i) either a "sophisticated investor" within the meaning of section 708(8) of the Corporations Act or a "professional investor" within the meaning of section 9 and section 708(11) of the Corporations Act; and (ii) a "wholesale client" for the purposes of section 761G(7) of the Corporations Act (and related regulations) who has complied with all relevant requirements in this respect, or another person who may be issued shares without requiring a disclosure document. If any shares are issued, they may not be offered for sale (or transferred, assigned or otherwise alienated) to investors in Australia for at least 12 months after their issue, except in circumstances where disclosure to investors is not required under Part 6D.2 of the Corporations Act.
- (g) The Company reserves the right to treat as invalid any agreement to subscribe for Issue Shares pursuant to the Offer for Subscription if it appears to the Company or its agents to have been entered into in a manner that may involve a breach of the securities legislation of any jurisdiction.

## 10. **Miscellaneous**

- 10.1 To the extent permitted by law, all representations, warranties and conditions, express or implied and whether statutory or otherwise (including, without limitation, pre-contractual representations but excluding any fraudulent representations), are expressly excluded in relation to the Issue Shares and the Offer for Subscription.
- 10.2 The rights and remedies of the Company, the Investment Manager, the Joint Bookrunners, the Registrar and the Receiving Agent under these Terms and Conditions of the Offer for

Subscription are in addition to any rights and remedies which would otherwise be available to any of them and the exercise or partial exercise of one will not prevent the exercise of others.

- 10.3 The Company reserves the right to shorten or extend the closing time and/or date of the Offer for Subscription from 1:00 p.m. (London time) on 5 May 2021 (provided that if the closing time is extended this Prospectus remains valid at the closing time as extended). The Company will notify investors of any relevant changes through an RIS announcement.
- 10.4 The Company may terminate the Offer for Subscription, in its absolute discretion, at any time prior to Initial Admission. If such right is exercised, the Offer for Subscription will lapse and any monies will be returned to you as indicated at your own risk and without interest.
- 10.5 The dates and times referred to in these Terms and Conditions of the Offer for Subscription may be altered by the Company, including but not limited to so as to be consistent with the Sponsor and Placing Agreement (as the same may be altered from time to time in accordance with its terms).
- 10.6 Save where the context requires otherwise, terms used in these Terms and Conditions of the Offer for Subscription bear the same meaning as used elsewhere in this Prospectus.

## PART XI – GLOSSARY OF TERMS

Set out below is an explanation of some of the industry-specific terms which are used in this Prospectus:

<b>"CCGT"</b>	combined cycle gas turbine
<b>"Curtailment"</b>	the limiting of a Solar Power Asset's output by the Company, a system operator, or an Offtaker so that less electricity is produced
<b>"EPC"</b>	engineering, procurement and construction obligations in respect of a Solar Power Asset
<b>"EPC Contract"</b>	the engineering, procurement and construction contract between the relevant Project SPV and the relevant EPC Contractor in respect of the relevant Solar Power Asset
<b>"EPC Contractor"</b>	the contractor appointed by or on behalf of the relevant Project SPV to perform engineering, procurement and construction obligations in relation to the relevant Solar Power Asset
<b>"Investment Grade"</b>	a level of credit rating, being "BBB-" (as rated by Standard and Poor's) or "Baa3" (as rated by Moody's) or, in each case, higher, which is applied to stocks or companies
<b>"IRR"</b>	internal rate of return
<b>"KPI"</b>	key performance indicator
<b>"LCOE"</b>	levelised cost of energy
<b>"MW"</b>	megawatt
<b>"MWh"</b>	Megawatt-hour, a unit of measure of electric energy
<b>"Nameplate Capacity"</b>	the intended maximum sustained electricity output of a Solar Power Asset, typically expressed in MW
<b>"O&amp;M"</b>	Operations and Maintenance
<b>"O&amp;M Contract"</b>	the operation and maintenance contract between the relevant Project SPV and the relevant O&M Contractor in respect of a Solar Power Asset
<b>"O&amp;M Contractor"</b>	the contractor appointed by or on behalf of the relevant Project SPV to perform operation and maintenance obligations in relation to the relevant Solar Power Asset
<b>"Offtaker"</b>	a purchaser of electricity and/or RECs under a PPA and/or a REC Agreement
<b>"PPA"</b>	a power purchase agreement
<b>"PURPA"</b>	the United States Public Utility Regulatory Policy Act of 1978, as amended
<b>"REC"</b>	renewable energy certificate

<b>"REC Agreement"</b>	an agreement to purchase RECs
<b>"RPS"</b>	Renewable Portfolio Standards
<b>"Solar Power Assets"</b>	utility-scale solar power plants and associated infrastructure, which may include transmission and co-located or remotely located energy storage systems such as batteries
<b>"solar PV"</b>	solar photovoltaic
<b>"Tracking PV"</b>	solar PV with trackers
<b>"utility-scale solar power plants"</b>	large-scale grid connected solar power plants, being solar photovoltaic generation power plants with capacity of at least 1MW but typically in a range of 20MW to 200MW

## PART XII – DEFINITIONS

<b>"2019 Annual Report"</b>	statutory accounts for the Company and its group prepared in accordance with International Financial Reporting Standards for the financial period ended 31 December 2019
<b>"2020 Annual Report"</b>	statutory accounts for the Company and its group prepared in accordance with International Financial Reporting Standards for the financial period ended 31 December 2020
<b>"2020 Interim Report"</b>	statutory accounts for the Company and its group prepared in accordance with International Financial Reporting Standards for the half yearly period ended 30 June 2020
<b>"ACN"</b>	Australian company number
<b>"Act"</b>	the UK Companies Act 2006, as amended
<b>"Administrator"</b>	JTC (UK) Limited incorporated in England and Wales with registered number 04301763, whose registered office is at The Scalpel, 18th Floor, 52 Lime Street, London, England, EC3M 7AF, or such other entity as may be appointed as the Company's company secretary and administrator from time to time
<b>"Admission"</b>	the admission of Shares issued pursuant to an Issue to the premium listing category of the Official List and to trading on the premium segment of the Main Market
<b>"Affiliate"</b>	an affiliate of, or person affiliated with, a specified person, including a person that directly, or indirectly through one or more intermediate holding companies, controls or is controlled by, or is under common control with, the person specified
<b>"AIC"</b>	the Association of Investment Companies
<b>"AIC Code"</b>	the AIC Code of Corporate Governance, as revised or updated from time to time
<b>"AIFM"</b>	alternative investment fund manager
<b>"Allocation Policy"</b>	the allocation policy of the Investment Manager in respect of allocation of investments among its Investment Clients
<b>"Americas"</b>	North America, Central America and South America
<b>"Applicable Requirements"</b>	all applicable laws (whether in the form of statute or decision of a court or administrative tribunal) and regulation and, if applicable, the prevailing rules, regulations, determinations, guidelines or instructions of any governmental, stock exchange or regulatory authority in any jurisdiction to which the Investment Manager, any Associate of the Investment Manager or the Company (as the context may require) is subject
<b>"Application Form"</b>	the application form on which applicants may apply for Ordinary Shares to be issued pursuant to the Offer for Subscription, as set out in Appendix 1 to this Prospectus
<b>"Articles"</b>	the articles of association of the Company from time to time



<b>"ASIC"</b>	the Australian Securities and Investments Commission
<b>"Associate"</b>	in relation to the Investment Manager only, any company which is its subsidiary undertaking or parent undertaking or a fellow subsidiary undertaking of the parent undertaking or any company whose directors are accustomed to act in accordance with the Investment Manager's directions or instruction
<b>"ASX"</b>	the Australian Securities Exchange
<b>"AUD" or "A\$"</b>	Australian dollars, the lawful currency of Australia
<b>"Audit Committee"</b>	the committee of this name established by the Board and having the duties described in the section entitled "Audit Committee" in Part IV (Directors, Management and Administration) of this Prospectus
<b>"Average Trading Price"</b>	means the average of the middle market quotations of the Ordinary Shares (as adjusted to exclude any dividend which is reflected in such quotations if the Ordinary Shares to be acquired by the Investment Manager will be acquired ex that dividend) for the five day period ending on the Business Day immediately preceding the Payment Date
<b>"BNEF"</b>	Bloomberg New Energy Finance (also referred to as BloombergNEF), an industry research firm
<b>"Board"</b>	the board of Directors of the Company, including any duly constituted committee thereof
<b>"Business Day"</b>	a day (excluding Saturdays and Sundays or public holidays in England and Wales) on which banks generally are open for business in London for the transaction of normal business
<b>"C Share Surplus"</b>	has the meaning given in section 5.2.22 of Part VIII (Additional Information on the Company) of this Prospectus
<b>"C Shareholder"</b>	a holder of C Shares
<b>"C Shares"</b>	redeemable ordinary shares with a nominal value of US\$0.01 each in the capital of the Company issued and designated as C Shares of such class (denominated in such currency) as the Directors may determine in accordance with the Articles and having such rights and being subject to such restrictions as are contained in the Articles and which will convert into Ordinary Shares in accordance with the Articles
<b>"Cash and Cash Equivalents"</b>	has the meaning given in section 2 of Part I (Information on the Company) of this Prospectus
<b>"Cenkos"</b>	Cenkos Securities plc incorporated in England and Wales with registered number 05210733, whose registered office is at 6-8 Tokenhouse Yard, London EC2R 7AS
<b>"Central America"</b>	Belize, Costa Rica, El Salvador, Guatemala, Honduras, México, Nicaragua and Panamá

<b>"certificated" or "in certificated form"</b>	not in uncertificated form
<b>"Chair"</b>	the chair of the Board
<b>"Common Reporting Standard"</b>	the global standard for the automatic exchange of financial information between tax authorities developed by the OECD
<b>"Company"</b>	US Solar Fund plc, incorporated in England and Wales on 10 January 2019 with registered number 11761009, whose registered office is at The Scalpel, 18th Floor, 52 Lime Street, London, England, EC3M 7AF
<b>"Company Secretary and Administration Agreement"</b>	the agreement dated 26 February 2019 between the Company and JTC (UK) Limited (in its capacity as company secretary and administrator) summarised in section 10.3 of Part VIII (Additional Information on the Company) of this Prospectus
<b>"Consolidated Gearing"</b>	has the meaning given in the section entitled "Gearing" in section 2 of Part I (Information on the Company) of this Prospectus
<b>"Contract Note"</b>	has the meaning given in section 4 of Part IX (Terms and Conditions) of this Prospectus
<b>"Conversion"</b>	has the meaning given in section 5.2.22 of Part VIII (Additional Information on the Company) of this Prospectus
<b>"Conversion Calculation Date"</b>	has the meaning given in section 5.2.22 of Part VIII (Additional Information on the Company) of this Prospectus
<b>"Conversion Date"</b>	has the meaning given in section 5.2.22 of Part VIII (Additional Information on the Company) of this Prospectus
<b>"Conversion Ratio"</b>	has the meaning given in section 5.2.22 of Part VIII (Additional Information on the Company) of this Prospectus
<b>"Corporations Act"</b>	the Australian Corporations Act 2001, as amended
<b>"Counterparty"</b>	any company, natural person or entity with whom the Company enters into contractual arrangements, including an Offtaker
<b>"CPI"</b>	the UK consumer price index
<b>"CREST"</b>	the relevant system, as defined in the CREST Regulations, in respect of which Euroclear UK & Ireland Limited is the operator (as defined in the CREST Regulations), in accordance with which securities may be held in uncertificated form
<b>"CREST Account"</b>	an account in CREST
<b>"CREST Regulations"</b>	the UK Uncertificated Securities Regulations 2001 (SI No. 2001/3755), as amended
<b>"DCF"</b>	discounted cash flow

<b>"Directors"</b>	the directors of the Company
<b>"Disclosure Guidance and Transparency Rules"</b>	the UK disclosure guidance and transparency rules made by the FCA under Part VI of FSMA
<b>"Disclosure Provisions"</b>	certain disclosure, reporting and transparency obligations of the EU AIFM Directive (in respect of investors located in an EEA Member State) and the UK AIFMD Laws (in respect of investors located in the UK) which apply to AIFMs established outside the EEA or the UK (as applicable), such as the Investment Manager
<b>"Discontinuation Resolution"</b>	has the meaning given in section 6 of Part I (Information on the Company) of this Prospectus
<b>"DP Act"</b>	the UK Data Protection Act 2018, as amended
<b>"DP Legislation"</b>	the applicable data protection legislation (including the UK GDPR, the EU GDPR and the DP Act) and regulatory requirements in the United Kingdom and/or the EEA, as appropriate
<b>"E&amp;P Financial Group"</b>	E&P Financial Group Limited (ASX: EP1)
<b>"E&amp;P Funds"</b>	E&P Funds Group Pty Limited, the funds management division of E&P Financial Group
<b>"EEA"</b>	the European Economic Area
<b>"EEA Member State"</b>	each member state of the EEA from time to time
<b>"ERISA"</b>	the US Employee Retirement Income Security Act of 1974, as amended, and the applicable regulations thereunder
<b>"ESG"</b>	environmental, social and governance
<b>"EU"</b>	the European Union
<b>"EU AIFM Delegated Regulation"</b>	the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision
<b>"EU AIFM Directive"</b>	Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010, and the EU AIFM Delegated Regulation
<b>"EU GDPR"</b>	the General Data Protection Regulation (EU) 2016/679
<b>"EU Market Abuse Regulation"</b>	Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse and repealing the Directive of the European Parliament and of the Council of 28 January 2003 and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC
<b>"EU MiFID II"</b>	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive

	2002/92/EC and Directive 2011/61/EU (" <b>MiFID</b> ") and Regulation (EU) No 600/2014 of the European Parliament and the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (" <b>MiFIR</b> "), and together with MiFID, " <b>MiFID II</b> ")
<b>"EU Money Laundering Directive"</b>	Directive (2005/60/EC of the European Parliament and of the EC Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing)
<b>"EU PRIIPs Regulation"</b>	Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) and its implementing and delegated acts
<b>"EU Prospectus Regulation"</b>	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC
<b>"EU Rome I"</b>	Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations
<b>"EU UCITS Directive"</b>	Directive 2009/65/EC of the European Parliament and of the Council of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities, as amended
<b>"Exchange Act"</b>	the US Securities Exchange Act of 1934, as amended
<b>"FATCA"</b>	Sections 1471 to 1474 of the US Tax Code, known as the US Foreign Account Tax Compliance Act (together with any regulations, rules and other guidance implementing such US Tax Code sections and any applicable IGA or information exchange agreement and related statutes, regulations, rules and other guidance thereunder)
<b>"FCA" or "Financial Conduct Authority"</b>	the Financial Conduct Authority of the United Kingdom
<b>"FCA PROD3 Rules"</b>	the FCA's PROD3 Rules on product governance within the FCA Handbook
<b>"FCA Rules"</b>	the rules and guidance set out in the FCA Handbook of Rules and Guidance from time to time
<b>"FFI"</b>	a foreign financial institution
<b>"Final Closing Date"</b>	the earliest of (i) 12 April 2022; (ii) the date on which all of the Shares available for issue under the Placing Programme have been issued; and (iii) such other date as may be agreed between the Joint Bookrunners and the Company (such agreed date to be announced by way of an RIS announcement)
<b>"Force Majeure Circumstance"</b>	has the meaning given in section 5.2.22 of Part VIII (Additional Information on the Company) of this Prospectus
<b>"FSMA"</b>	the UK Financial Services and Markets Act 2000, as amended

<b>"FTB Facility"</b>	a US\$25m revolving credit facility entered into between a wholly-owned US subsidiary of the Company and Fifth Third Bank National Association in December 2020
<b>"Gearing"</b>	all external borrowings of the Company and its subsidiaries
<b>"Gross Asset Value"</b>	the value of all assets of the Company determined in accordance with the Company's accounting policies, applicable accounting standards and the Company's constitution
<b>"Gross Initial Proceeds"</b>	the gross proceeds of the Initial Issue, being the number of Ordinary Shares issued multiplied by the Initial Issue Price
<b>"Gross Issue Proceeds"</b>	the gross proceeds of any Issue other than the Initial Issue, being the number of Shares issued under the relevant Subsequent Placing multiplied by the relevant Placing Price
<b>"Group"</b>	the Company and its Affiliates
<b>"Hague Convention"</b>	the Hague Convention on Choice of Court Agreements 2005
<b>"Heelstone Portfolio"</b>	a 177MWDC operating portfolio from a subsidiary of Heelstone Renewable Energy, LLC, acquired by a subsidiary of the Company in January 2020
<b>"HMRC"</b>	HM Revenue & Customs
<b>"IFRS"</b>	International Financial Reporting Standards
<b>"IGA"</b>	intergovernmental agreement
<b>"Initial Admission"</b>	Admission of the Ordinary Shares to be issued pursuant to the Initial Issue to the premium listing category of the Official List and to trading on the premium segment of the Main Market
<b>"Initial Expenses"</b>	the commissions, costs and expenses of the Company that are necessary for the Initial Issue and Initial Admission
<b>"Initial Issue"</b>	the Initial Placing, the Intermediaries Offer and the Offer for Subscription
<b>"Initial Issue Price"</b>	US\$1.00 per Ordinary Share
<b>"Initial Placing"</b>	the first Placing of Issue Shares, which is expected to close on or around 6 May 2021
<b>"Initial Redeemable Preference Shares"</b>	5 million redeemable preference shares with a nominal value of £0.01 each in the capital of the Company issued to the Initial Shareholder shortly after the incorporation of the Company, which were cancelled following Initial Admission
<b>"Initial Shareholder"</b>	Dixon Private Investments Pty Limited, incorporated in Australia (Australian Company Number 103 604 495)
<b>"Intermediaries Offer"</b>	the offer for subscription of Ordinary Shares at the Initial Issue Price made through intermediaries, comprised in the Initial Issue as further described in section 3 of Part V (The Initial Issue and the Placing Programme) of this Prospectus

<b>"Intermediaries Offer Adviser"</b>	Solid Solutions Associates (UK) Limited, a limited liability company incorporated in England and Wales with registered number 07166589, whose registered office is at 5 St John's Lane, London EC1M 4BH
<b>"Intermediaries Offer Application Form"</b>	the application form on which an applicant may apply for Ordinary Shares to be issued pursuant to the Intermediaries Offer
<b>"Intermediaries Terms and Conditions"</b>	the terms and conditions of the Intermediaries Offer
<b>"Intermediary"</b>	a financial intermediary that is appointed by the Intermediaries Offer Adviser to offer Ordinary Shares to retail investors under the Intermediaries Offer, and references to "Intermediaries" shall be construed accordingly
<b>"Investment Client"</b>	any client of the Investment Manager or its Associates to which investment management services of any description whatsoever are provided
<b>"Investment Committee"</b>	the Investment Manager's internal investment committee, as further described in section 2.1 of Part III (Investment Philosophy and Process) of this Prospectus
<b>"Investment Company Act"</b>	the US Investment Company Act of 1940, as amended
<b>"Investment Management Agreement"</b>	the agreement dated 26 February 2019, between the Company and the Investment Manager summarised in section 10.2 of Part VIII (Additional Information on the Company) of this Prospectus
<b>"Investment Manager"</b>	New Energy Solar Manager Pty Limited, a limited liability company incorporated in Australia (Australian Company Number 609 166 645) and a corporate authorised representative (Corporate Authorised Representative Number 1237667) of E&P Funds Management Pty Limited (Australian Company Number 159 902 708, Australian Financial Services Licence Number 450 257). The registered office of the Investment Manager is Level 15, 100 Pacific Highway, North Sydney NSW 2060, Australia
<b>"IPO"</b>	the Company's initial public offering completed on 11 April 2019 made pursuant to a prospectus dated 26 February 2019
<b>"IPO Share Price"</b>	the issue price per Ordinary Share in connection with the IPO, being US\$1.00 per Ordinary Share
<b>"IRS"</b>	the US Internal Revenue Service
<b>"ISA"</b>	an individual savings account approved in the UK by HMRC
<b>"Issue"</b>	an issue of Shares pursuant to the Initial Issue or a Subsequent Placing
<b>"Issue Date"</b>	has the meaning given in section 5.2.22 of Part VIII (Additional Information on the Company) of this Prospectus
<b>"Issue Shares"</b>	the Ordinary Shares to be issued pursuant to the Initial Issue
<b>"ITC"</b>	investment tax credits
<b>"Jefferies"</b>	Jefferies International Limited and Jefferies GmbH, the Company's joint global co-ordinator and joint bookrunner

<b>"Joint Bookrunners"</b>	Cenkos and Jefferies in their capacity as bookrunners for the Initial Issue and Placing Programme
<b>"Listing Rules"</b>	the listing rules made by the FCA under Part VI of FSMA
<b>"London Stock Exchange"</b>	London Stock Exchange plc
<b>"Long Stop Date"</b>	30 June 2021
<b>"Long-Term Debt"</b>	in respect of a Solar Power Asset, debt put in place following completion of construction, which may be used to repay some or all of the construction debt deployed during the construction phase
<b>"Long-Term Gearing"</b>	has the meaning given in the paragraph entitled "Gearing" in section 2 of Part I (Information on the Company) of this Prospectus
<b>"Lugano Convention"</b>	the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters done at Lugano on 30 October 2007
<b>"Main Market"</b>	London Stock Exchange's main market for listed securities
<b>"Management Fee"</b>	has the meaning given in the paragraph entitled "Management Fee" of Part IV (Directors, Management and Administration) of this Prospectus
<b>"Management Fee Shares"</b>	has the meaning given in the paragraph entitled "Management Fee" of Part IV (Directors, Management and Administration) of this Prospectus
<b>"Manager Subscription Shares"</b>	the 5 million Ordinary Shares acquired by the Initial Shareholder pursuant to the IPO
<b>"Money Laundering Rules"</b>	has the meaning given in section 4 of Part IX (Terms and Conditions of any Placing) of this Prospectus
<b>"MS2"</b>	an operating solar plant located at Mount Signal, in the Imperial Valley of Southern California
<b>"MS2 Transaction"</b>	has the meaning given in section 4 ( <i>The Company's Portfolio</i> ) of Part I (Information on the Company) of this Prospectus
<b>"NAV" or "Net Asset Value"</b>	the value of all assets of the Company less liabilities to creditors (including provisions for such liabilities) determined in accordance with the Company's accounting policies, applicable accounting standards and the Company's constitution
<b>"NAV per C Share" or "Net Asset Value per C Share"</b>	in relation to each class of C Shares, the Net Asset Value attributable to that class of C Shares in issue divided by the number of C Shares of that class in issue (excluding any C Shares of that class held in treasury) at the relevant time and expressed in US Dollars
<b>"NAV per Ordinary Share" or "Net Asset Value per Ordinary Share"</b>	the Net Asset Value attributable to the Ordinary Shares in issue divided by the number of Ordinary Shares in issue (excluding any Ordinary Shares held in treasury) at the relevant time and expressed in US Dollars

<b>"NAV per Share" or "Net Asset Value per Share"</b>	NAV per Ordinary Share or NAV per C Share or both, in each case as the context may require
<b>"Net Initial Proceeds"</b>	the net proceeds of the Initial Issue, being the Gross Initial Proceeds less the Initial Expenses
<b>"Net Issue Proceeds"</b>	the net proceeds of any Subsequent Placing, being the Gross Issue Proceeds less the Subsequent Expenses of such Subsequent Placing
<b>"New Energy Solar"</b>	the stapled security structure comprising of shares in New Energy Solar Limited (ACN 609 396 983) and units in New Energy Solar Fund (ARSN 609 154 298), which are listed on the ASX
<b>"New Ordinary Shares"</b>	has the meaning given in section 5.2.22 of Part VIII (Additional Information on the Company) of this Prospectus
<b>"Non-Qualified Holder"</b>	has the meaning given in section 5.2.14(G) of Part VIII (Additional Information on the Company) of this Prospectus
<b>"North America"</b>	the United States and Canada
<b>"NURS"</b>	a non-UCITS retail scheme, being a fund authorised by the FCA that is neither a UCITS scheme nor a qualified investor scheme
<b>"OECD"</b>	the Organisation for Economic Co-operation and Development
<b>"Offer for Subscription"</b>	the offer for subscription of Ordinary Shares pursuant to the Initial Issue, which is expected to close on or around 5 May 2021
<b>"Official List"</b>	the list maintained by the FCA pursuant to Part VI of FSMA
<b>"Operative Provisions"</b>	detailed and prescriptive obligations on fund managers established in the EEA imposed by the EU AIFM Directive, and fund managers established in the United Kingdom imposed by the UK AIFMD Laws
<b>"Ordinary Shareholder"</b>	a holder of Ordinary Shares
<b>"Ordinary Shares"</b>	ordinary shares with a nominal value of \$0.01 each in the capital of the Company issued and designated as "Ordinary Shares" of such class (denominated in such currency) as the Directors may determine in accordance with the Articles and having such rights and being subject to such restrictions as are contained in the Articles
<b>"Overseas Persons"</b>	persons who are resident in, or who are citizens of, or who have registered addresses in, territories other than the UK
<b>"Payment Date"</b>	the date of an invoice from the Investment Manager in respect of the Management Fee
<b>"PDMR"</b>	persons discharging managerial responsibilities (as defined in UK MAR)
<b>"PFIC"</b>	passive foreign investment company
<b>"Placee"</b>	a person subscribing for Shares under any Placing



<b>"Placing"</b>	a conditional placing of Shares described in this Prospectus, on the terms and subject to the conditions set out in the Sponsor and Placing Agreement and Part V (The Initial Issue and the Placing Programme) of this Prospectus
<b>"Placing Confirmation"</b>	has the meaning given in section 4 of Part IX (Terms and Conditions of any Placing) of this Prospectus
<b>"Placing Document"</b>	has the meaning given in section 1 of Part IX (Terms and Conditions of any Placing) of this Prospectus
<b>"Placing Letter"</b>	has the meaning given in section 4 of Part IX (Terms and Conditions of any Placing) of this Prospectus
<b>"Placing Price"</b>	any price other than the Initial Issue Price at which Ordinary Shares or C Shares are issued pursuant to the Placing Programme
<b>"Placing Programme"</b>	the proposed programme of Placings to be carried out by the Joint Bookrunners on behalf of the Company pursuant to the Sponsor and Placing Agreement, commencing immediately after the completion (or cancellation) of the Initial Issue and closing on the Final Closing Date
<b>"Portfolio"</b>	the portfolio of Solar Power Assets in which the Company is invested from time to time, either directly or indirectly through one or more Project SPVs
<b>"Project SPV"</b>	a special purpose vehicle owned in whole or in part by the Company or one of its Affiliates which is used as the project company for the acquisition and holding of a Solar Power Asset and may include subsidiary companies, sub-trusts and US or other offshore partnerships or companies
<b>"Prospectus"</b>	this document
<b>"Prospectus Regulation Rules"</b>	the rules and regulations made by the FCA under Part VI of FSMA
<b>"Purposes"</b>	has the meaning given in section 4 of Part IX (Terms and Conditions of any Placing) of this Prospectus
<b>"Receiving Agent"</b>	Computershare Investor Services PLC, incorporated in England and Wales with registered number 03498808, whose registered office is at The Pavilions, Bridgwater Road, Bristol, BS13 8AE or such other entity as may be appointed as the Company's receiving agent from time to time
<b>"Receiving Agent Agreement"</b>	the agreement dated 13 April 2021 between the Company and the Receiving Agent summarised in section 10.5 of Part VIII (Additional Information on the Company) of this Prospectus
<b>"Register"</b>	the register of members of the Company
<b>"Registrar"</b>	Computershare Investor Services PLC, incorporated in England and Wales with registered number 03498808, whose registered office is at The Pavilions, Bridgwater Road, Bristol, BS13 8AE, or such other entity as may be appointed as the Company's registrar from time to time
<b>"Registrar Agreement"</b>	the agreement dated 26 February 2019 between the Company and the Registrar summarised in section 10.4 of Part VIII (Additional Information on the Company) of this Prospectus

<b>"Regulation S"</b>	Regulation S under the Securities Act
<b>"Regulatory Information Service" or "RIS"</b>	a service authorised by the FCA to release regulatory announcements to the London Stock Exchange
<b>"Relevant Sterling Exchange Rate"</b>	the GBP to US Dollar spot exchange rate published by Bloomberg at 5:00 p.m. on 6 May 2021 (or such other date or time as the Company may determine and notify to investors through an RIS announcement), to be notified by the Company through an RIS announcement prior to Initial Admission
<b>"Reporting FI"</b>	for the purposes of the IGA, an FFI that is resident in the UK
<b>"Restricted Territory"</b>	Australia, Canada, Japan, New Zealand or the Republic of South Africa
<b>"SDRT"</b>	UK stamp duty reserve tax
<b>"SEC"</b>	the US Securities and Exchange Commission
<b>"Securities Act"</b>	the US Securities Act of 1933, as amended
<b>"SFDR"</b>	Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector
<b>"Share Surplus"</b>	has the meaning given in section 5.2.22 of Part VIII (Additional Information on the Company) of this Prospectus
<b>"Shareholder"</b>	a holder of Shares
<b>"Shares"</b>	Ordinary Shares or C Shares or both, in each case as the context may require
<b>"SIPP"</b>	a self-invested personal pension as defined in Regulation 3 of the UK Retirement Benefits Schemes (Restriction on Discretion to Approve) (Permitted Investments) Regulations 2001 of the UK, as amended
<b>"South America"</b>	Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, French Guiana, Guyana, Paraguay, Perú, Suriname, Uruguay and Venezuela
<b>"Sponsor and Placing Agreement"</b>	the agreement dated 13 April 2021 between the Company, the Directors, the Investment Manager and the Joint Bookrunners summarised in section 10.1 of Part VIII (Additional Information on the Company) of this Prospectus
<b>"SSAS"</b>	a small self-administered registered pension scheme under Part 4 of the UK Finance Act 2004, as amended
<b>"Sterling", "£" or "GBP"</b>	pounds sterling, the lawful currency of the UK
<b>"Subsequent Admission"</b>	Admission of new Shares issued pursuant to a Subsequent Placing
<b>"Subsequent Expenses"</b>	has the meaning given in section 4.2 of Part V (The Initial Issue and the Placing Programme) of this Prospectus

<b>"Subsequent Placing"</b>	any Placing of Shares pursuant to the Placing Programme, excluding (for the avoidance of doubt) the Initial Placing
<b>"Takeover Code"</b>	the City Code on Takeovers and Mergers
<b>"Takeover Panel"</b>	the UK Panel on Takeovers and Mergers
<b>"Tax Equity Partner"</b>	an investor who is able to efficiently use the tax attributes associated with Solar Power Assets, including ITC and accelerated depreciation, as further described in the paragraph entitled "US solar and electricity market" of Part II (The Market Opportunity) of this Prospectus
<b>"Temporary Debt"</b>	has the meaning given in the paragraph entitled "Gearing" of section 2 of Part I (Information on the Company) of this Prospectus
<b>"Tranche One"</b>	tranche one of the MS2 Acquisition, as outlined in section 4 ( <i>The Company's Portfolio</i> ) of Part I (Information on the Company) of this Prospectus
<b>"Tranche Two"</b>	tranche two of the MS2 Acquisition, as outlined in section 4 ( <i>The Company's Portfolio</i> ) of Part I (Information on the Company) of this Prospectus
<b>"Transaction Fees"</b>	has the meaning given in section 10.2.4 of Part VIII (Additional Information on the Company) of this Prospectus
<b>"UCITS scheme"</b>	an authorised fund authorised by the FCA in accordance with the UK UCITS Laws
<b>"UK" or "United Kingdom"</b>	the United Kingdom of Great Britain and Northern Ireland
<b>"UK AIFMD Laws"</b>	<p>(i) the Alternative Investment Fund Managers Regulations 2013 (SI 2013/1773) and any other implementing measure which operated to transpose the EU AIFM Directive into UK law before 31 January 2020 (as amended from time to time); and</p> <p>(ii) the UK versions of the EU AIFM Delegated Regulation and any other delegated regulations in respect of the EU AIFM Directive, each being part of UK law by virtue of the European Union (Withdrawal) Act 2018, as further amended and supplemented from time to time</p>
<b>"UK Corporate Governance Code"</b>	the United Kingdom Corporate Governance Code as published by the UK Financial Reporting Council, as amended
<b>"UK GDPR"</b>	the UK version of the EU GDPR which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended and supplemented from time to time
<b>"UK MAR"</b>	the UK version of the EU Market Abuse Regulation which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended and supplemented from time to time
<b>"UK MiFID Laws"</b>	(i) the Financial Services and Markets Act 2000 (Markets in Financial Instruments) Regulations 2017 (SI 2017/701), The Data Reporting Services Regulations 2017 (SI 2017/699) and the Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) Order 2017 (SI 2017/488), and any other implementing measure which operated to transpose the EU MiFID II into UK law before 31 January 2020 (as amended and supplemented from time to time)

	time); and
	(ii) the UK version of Regulation (EU) No 600/2014 of the European Parliament, which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended and supplemented from time to time
<b>"UK Money Laundering Regulations 2017"</b>	the UK The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (SI 2017/692) as amended and supplemented from time to time
<b>"UK PRIIPs Laws"</b>	the UK version of the EU PRIIPs Regulation (1286/2014) which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended and supplemented from time to time
<b>"UK Prospectus Amendment Regulations 2019"</b>	the Prospectus (Amendment etc.) (EU Exit) Regulations 2019/1234
<b>"UK Prospectus Regulation"</b>	the UK version of the EU Prospectus Regulation (2017/1129) which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended and supplemented from time to time (including by the UK Prospectus Amendment Regulations 2019)
<b>"UK Rome I"</b>	the UK version of EU Rome I (as amended by the Law Applicable to Contractual and Non-Contractual Obligations (Amendment etc.) (EU Exit) Regulations 2019/834; and as further amended by the Jurisdiction, Judgments and Applicable Law (Amendment) (EU Exit) Regulations 2020 (SI 2020/1574)), which is part of UK law by virtue of the European Union (Withdrawal) Act 2018
<b>"UK UCITS Laws"</b>	<p>(i) the Undertakings for Collective Investment in Transferable Securities Regulations 2011 (SI 2011/1613) and any other implementing measure which operated to transpose the EU UCITS Directive into UK law before 31 January 2020 (as amended and supplemented from time to time); and</p> <p>(ii) the UK versions of EU Regulation 583/2010 and EU Regulation 584/2010, each being part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended and supplemented from time to time</p>
<b>"uncertificated" or "uncertificated form"</b>	a Share recorded on the Register as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST
<b>"Underlying Applicant"</b>	a retail investor applying to subscribe, though an Intermediary, for Ordinary Shares at the Initial Issue Price pursuant to the Intermediaries Offer
<b>"United States" or "US"</b>	the United States of America, its territories and possessions, any state of the United States and the District of Columbia
<b>"US Dollars" or "US\$"</b>	United States dollars, the lawful currency of the United States
<b>"US Person"</b>	a "U.S. person" as defined under Regulation S, and references to <b>"US Persons"</b> shall be construed accordingly
<b>"US Plan Assets Regulations"</b>	the regulations promulgated by the US Department of Labor at 29 CFR 2510.3-101, as modified under section 3(42) of ERISA

<b>"US Tax Code"</b>	the US Internal Revenue Code of 1986, as amended
<b>"USF Corp."</b>	USF Holding Corp., a corporation incorporated in Delaware, which is a wholly owned subsidiary of the Company
<b>"Volcker Rule"</b>	Section 13 of the US Bank Holding Company Act of 1956, as amended, and Regulation VV (12 C.F.R. Section 248) promulgated thereunder by the Board of Governors of the US Federal Reserve System

## US SOLAR FUND PLC

### APPENDIX 1 – OFFER FOR SUBSCRIPTION APPLICATION FORM

Please send this completed form by post to Computershare Investor Services PLC (Corporate Actions Projects, The Pavilions, Bridgwater Road, Bristol, BS99 6AH) so as to be received no later than 1:00 p.m. on 5 May 2021.

FOR OFFICIAL USE ONLY

Log No.

The Company and the Joint Bookrunners may agree to alter such date, and thereby shorten or lengthen the Offer for Subscription period. If the Offer for Subscription period is altered, the Company will notify investors of such change by post, email, or by publication through an RIS announcement.

**Important:** Before completing this form, you should read the US Solar Fund plc Prospectus dated 13 April 2021 (the "**Prospectus**"), including Part X (Terms and Conditions of the Offer for Subscription) of the Prospectus, and the section titled "Notes on How to Complete the Offer for Subscription Application Form" at the end of this form. Terms defined in the Prospectus have the same meanings as in this Application Form.

**To: US Solar Fund plc and the Receiving Agent**

#### 1. APPLICATION

I/We the person(s) detailed in section 2A below offer to subscribe the amount shown in Box 1 for Issue Shares subject to the "Terms and Conditions of the Offer for Subscription" set out in the Prospectus dated 13 April 2021 and subject to the articles of association of the Company.

Box 1

**Total consideration: US\$ / £** \_\_\_\_\_  
(delete currency as applicable)

#### 2A. DETAILS OF HOLDER(S) IN WHOSE NAME(S) ISSUE SHARES WILL BE ISSUED

(BLOCK CAPITALS)

<b>1</b>	Mr, Mrs, Ms or Title:	Forenames (in full):
Surname/Company name:		
Address (in full):		
Postcode		Designation (if any):
<b>2</b>	Mr, Mrs, Ms or Title:	Forenames (in full):
Surname/Company name:		
Address (in full):		
Postcode		Designation (if any):
<b>3</b>	Mr, Mrs, Ms or Title:	Forenames (in full):
Surname/Company name:		
Address (in full):		
Postcode		Designation (if any):

<b>4</b>	Mr, Mrs, Ms or Title:	Forenames (in full):
Surname/Company name:		
Address (in full):		
Postcode		Designation (if any):

**2B. CREST ACCOUNT DETAILS INTO WHICH ISSUE SHARES ARE TO BE DEPOSITED (IF APPLICABLE)**

Only complete this section if Issue Shares allotted are to be deposited in a CREST Account which must be in the same name as the holder(s) given in section 2A.

**(BLOCK CAPITALS)**

CREST Participant ID:

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CREST Member Account ID:

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**3. SIGNATURE(S): ALL HOLDERS MUST SIGN**

By completing section 3 below you are deemed to have read the Prospectus and agreed to the terms and conditions in Part X (Terms and Conditions of the Offer for Subscription) of the Prospectus and to have given the warranties, representations and undertakings set out therein.

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: <input type="checkbox"/>	Affix Company Seal here:	

#### 4. SETTLEMENT

Please tick the relevant box confirming your method of payment

##### 4A. ELECTRONIC BANK TRANSFER ☐

If you are subscribing for Issue Shares and sending subscription monies by electronic bank transfer, payment must be made for value by 1:00 p.m. on 5 May 2021. Please contact the Receiving Agent by email at OFSpaymentqueries@computershare.co.uk quoting US Solar Fund plc and the currency in which you wish to make payment in the subject line for full bank details or telephone the Shareholder Helpline (+44 (0) 370 703 6253) for further information. The Receiving Agent will then provide you with a unique reference number which must be used when sending payment.

Please enter below the sort code of the bank and branch you will be instructing to make such payment for value by 1:00 p.m. on 5 May 2021, together with the name and number of the account to be debited with such payment and the branch contact details.

Sort Code (or Bank Identifier Code if sending US Dollars or not a UK account):	Account Number (or IBAN if sending US Dollars or not a UK account):
Account Name:	Bank Name and Address:

##### 4B. SETTLEMENT BY DELIVERY VERSUS PAYMENT ("DVP") ☐

Only complete this section if you choose to settle your application within CREST (i.e. by DVP).

Please indicate the CREST Participant ID from which the DEL message will be received by the Receiving Agent for matching, which should match that shown in section 2B above, together with the relevant Member Account ID.

##### (BLOCK CAPITALS)

CREST Participant ID:					
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CREST Member Account ID:								
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You or your settlement agent/custodian's CREST Account must allow for the delivery and acceptance of Ordinary Shares to be made against payment at the Initial Issue Price per Ordinary Share, following the CREST matching criteria set out below:

Trade Date:	7 May 2021
Settlement Date:	11 May 2021
Company:	US Solar Fund plc
Security Description:	Issue Shares
ISIN:	GB00BJCWFX49

Should you wish to settle by DVP, you will need to match your instructions to the Receiving Agent's Participant account 3RA23 by no later than 1:00 p.m. on 10 May 2021.

You must also ensure that you or your settlement agent/custodian have a sufficient "debit cap" within the CREST system to facilitate settlement in addition to your/their own daily trading and settlement requirements.

#### 5. RELIABLE INTRODUCER DECLARATION



Completion and signing of this declaration by a suitable person or institution may avoid presentation being requested of the identity documents detailed in section 6 of this form.

The declaration below may only be signed by a person or institution (such as a governmental approved bank, stockbroker or investment firm, financial services firm or an established law firm or accountancy firm) (the "**firm**") which is itself subject in its own country to operation of 'know your customer' and anti-money laundering regulations which are no less stringent than those which prevail in the United Kingdom.

## DECLARATION:

### To the Company and the Receiving Agent

With reference to the holder(s) detailed in section 2A, all persons signing at section 3, and the payor identified in section 6 if not also a holder (collectively the "**subjects**"), WE HEREBY DECLARE:

1. we operate in the United Kingdom, or in a country where money laundering regulations under the laws of that country are, to the best of our knowledge, no less stringent than those which prevail in the United Kingdom and our firm is subject to such regulations;
2. we are regulated in the conduct of our business and in the prevention of money laundering by the regulatory authority identified below;
3. each of the subjects is known to us in a business capacity and we hold valid identity documentation on each of them and we undertake to immediately provide to you copies thereof on demand;
4. we confirm the accuracy of the names and residential business address(es) of the holder(s) given at section 2A and if a CREST Account is cited at section 2B that the owner thereof is named in section 2A;
5. having regard to all local anti-money laundering regulations we are, after enquiry, satisfied as to the source and legitimacy of the monies being used to subscribe for the Issue Shares mentioned; and
6. if the payor and holder(s) are different persons, we are satisfied as to the relationship between them and the reason for the payor being different to the holder(s).

The above information is given in strict confidence for your own use only and without any guarantee, responsibility or liability on the part of this firm or its officials.

Signed:	Name:	Position:
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Name of regulatory authority:	Firm's licence number:
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Website address or telephone number of regulatory authority:
STAMP of firm giving full name and business address:

## 6. IDENTITY INFORMATION

If the declaration in section 5 cannot be signed and the value of your application is greater than €15,000 (or the US Dollar or Sterling equivalent), please enclose with the Application Form the documents mentioned below, as appropriate. Please also tick the relevant box to

Holders				Payor

indicate which documents you have enclosed, all of which will be returned by the Receiving Agent to the first named applicant.

Tick here for documents provided

In accordance with internationally recognised standards for the prevention of money laundering, the documents and information set out below must be provided:

**A. For each holder being an individual, enclose:**

- |     |   |  |  |  |  |  |  |
|-----|---|--|--|--|--|--|--|
| (1) | an original or a certified clear photocopy of one of the following identification documents which bear both a photograph and the signature of the person: current passport – Government or Armed Forces identity card – driving licence; and  | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |
|     |   |  |  |  |  |  |  |
| (2) | an original or certified copies of at least two of the following documents no more than 3 months old which purport to confirm that the address given in section 2A is that person's residential address: a recent gas, electricity, water or telephone (not mobile) bill – a recent bank statement – a council rates bill – or similar document issued by a recognised authority; and | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |
|     |   |  |  |  |  |  |  |
| (3) | if none of the above documents show their date and place of birth, enclose a note of such information; and  | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |
|     |   |  |  |  |  |  |  |
| (4) | details of the name and address of their personal bankers from whom the Receiving Agent may request a reference, if necessary.  | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |
|     |   |  |  |  |  |  |  |

**B. For each holder being a company (a "holder company"), enclose:**

- |     |   |  |  |  |  |  |  |
|-----|---|--|--|--|--|--|--|
| (1) | a certified copy of the certificate of incorporation of the holder company; and   | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |
|     |   |  |  |  |  |  |  |
| (2) | the name and address of the holder company's principal bankers from whom the Receiving Agent may request a reference, if necessary; and   | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |
|     |   |  |  |  |  |  |  |
| (3) | a statement as to the nature of the holder company's business, signed by a director; and  | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |
|     |   |  |  |  |  |  |  |
| (4) | a list of the names and residential addresses of each director of the holder company; and   | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |
|     |   |  |  |  |  |  |  |
| (5) | for each director provide documents and information similar to that mentioned in A above; and   | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |
|     |   |  |  |  |  |  |  |
| (6) | a copy of the authorised signatory list for the holder company; and   | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |
|     |   |  |  |  |  |  |  |
| (7) | a list of the names and residential/registered address of each ultimate beneficial owner interested in more than 5% of the issued share capital of the holder company and, where a person is named, also complete C below and, if another company is named (a " <b>beneficiary company</b> "), also complete D below. If the beneficial owner(s) named do not directly own the holder company but do so indirectly via nominee(s) or intermediary entities, provide details of the relationship between the beneficial owner(s) and the holder company. | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |
|     |   |  |  |  |  |  |  |

- |           |  |  |  |  |  |  |  |
|-----------|--|--|--|--|--|--|--|
| <b>C.</b> | <b>For each person named in B(7) as a beneficial owner of a holder company, enclose for each such person documentation and information similar to that mentioned in A(1) to (4).</b> | <table border="1"><tr><td></td><td></td><td></td><td></td><td></td></tr></table> |  |  |  |  |  |
|           |  |  |  |  |  |  |  |

- D. For each beneficiary company named in B(7) as a beneficial owner of a holder company, enclose:**

- (1) a certified copy of the certificate of incorporation of that beneficiary company; and 

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- (2) a statement as to the nature of that beneficiary company's business signed by a director; and 

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- (3) the name and address of that beneficiary company's principal bankers from which the Receiving Agent may request a reference, if necessary; and 

--	--	--	--	--
- (4) a list of the names and residential/registered address of each beneficial owner owning more than 5% of the issued share capital of that beneficiary company. 

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**E. If the payor is not a holder and is not a bank providing its own cheque or banker's payment on the reverse of which is shown details of the account being debited with such payment (see note 6 of the notes on how to complete this form, below), enclose:**

- (1) if the payor is a person, for that person the documents mentioned in A(1) to (4); or 

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- (2) if the payor is a company, for that company the documents mentioned in B(1) to (7); and 

--	--	--	--	--
- (3) an explanation of the relationship between the payor and the holder(s). 

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The Receiving Agent reserves the right to ask for additional documents and information.

## 7. CONTACT DETAILS

To ensure the efficient and timely processing of this application, please enter below the contact details of a person whom the Receiving Agent may contact with all enquiries concerning this application. Ordinarily, this contact person should be the person signing in section 3 on behalf of the first named holder. If no contact details are provided in this section 7 but a regulated person is identified in section 5, the Receiving Agent will contact the regulated person. If no contact details are provided in this section 7 and no regulated person is named in section 5 and the Receiving Agent requires further information, any delay in obtaining that additional information may result in your application being rejected or revoked.

Contact name:	E-mail address:
Contact address:	
Telephone No:	Postcode:

## **APPENDIX 2 – NOTES ON HOW TO COMPLETE THE OFFER FOR SUBSCRIPTION APPLICATION FORM**

Applications should be returned to the Receiving Agent, Computershare Investor Services PLC, so as to be received no later than 1:00 p.m. (London time) on 5 May 2021.

**HELP DESK:** If you have a query concerning completion of this Application Form please call Computershare on 0370 703 6253 from within the UK or on +44 (0) 370 703 6253 if calling from outside the UK. Calls may be recorded and randomly monitored for security and training purposes. Lines are open from 8:30 a.m. until 5:30 p.m. (London time) Monday to Friday excluding UK public holidays). The helpline cannot provide advice on the merits of the Offer for Subscription nor give any financial, legal or tax advice.

Terms defined in the Prospectus have the same meanings as in these notes on how to complete the Offer for Subscription Application Form.

### **1. APPLICATION**

Fill in (in figures) in Box 1 the total consideration payable in respect of the Ordinary Shares you wish to subscribe for, which is calculated by the number of Ordinary Shares multiplied by the Initial Issue Price of US\$1.00 per Ordinary Share (or the Sterling equivalent). The amount of Ordinary Shares being subscribed for must be for a minimum value of US\$1,000 (or £1,000). If you submit payment in Sterling, the Sterling figure inserted in Box 1 of the Application Form will be converted into US Dollars using the Relevant Sterling Exchange Rate following the closing of the Offer for Subscription and the number of Ordinary Shares subscribed at the Initial Issue Price will be calculated accordingly. Fractions of Shares will not be issued and, where applications are received in Sterling, any fractional amounts arising as a result of using the relevant US Dollar/Sterling exchange rate used to convert the Placing Price will not be refunded to investors and will be retained by the Company.

Financial intermediaries who are investing on behalf of clients should make separate applications in respect of each client or, if making a single application for more than one client, should provide details of all clients in respect of whom application is made, in order to benefit most favourably from any scaling back (should this be required) and/or from any commission arrangements.

### **2A. HOLDER DETAILS**

Fill in (in block capitals) the full name and address of each holder. Applications may only be made by persons aged 18 years or over.

In the case of joint holders, only the first named holder may bear a designation reference, and the address given for the first named holder will be entered as the registered address for the holding on the share register and used for all future correspondence.

A maximum of four joint holders is permitted. All holders named must sign at section 3.

### **2B. CREST**

If you wish your Issue Shares to be deposited in a CREST Account in the name of the holders given in section 2A, you should enter the details of that CREST Account in section 2B. Where it is requested that Issue Shares be deposited into a CREST Account, please note that payment for such Issue Shares must be made prior to the day such Ordinary Shares might be allotted and issued.

It is not possible for an applicant to request that Issue Shares be deposited in their CREST Account on an against payment basis. Any Application Form received containing such a request will be rejected.

### **3. SIGNATURE**

All holders named in section 2A must sign section 3 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 (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. A copy of a notice issued by the corporation authorising such person to sign should accompany the Application Form.

### **4. SETTLEMENT**

#### **(a) Electronic bank transfers**

For applicants sending subscription monies by electronic bank transfer, payment must be made for value by no later than 1:00 p.m. on 5 May 2021. Please contact the Receiving Agent by email at: OFSpaymentqueries@computershare.co.uk quoting US Solar Fund plc and the currency in which you wish to make payment in the subject line for full bank details or telephone the Shareholder helpline on 0370 703 6253 from within the UK or on +44 (0) 370 703 6253 if calling from outside the UK for further information. The Receiving Agent will then provide you with a unique reference number which must be used when sending payment.

**(b) CREST settlement**

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

The Application Form contains details of the information which the Receiving Agent 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 the Receiving Agent to match to your CREST Account, the Receiving Agent will deliver your Ordinary Shares in certificated form (provided that payment has been made in terms satisfactory to the Company).

The right is reserved to issue your Issue Shares in certificated form if the Company, having consulted with the Receiving Agent, considers 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 of the facilities and/or system operated by the Receiving Agent in connection with CREST.

The person named for registration purposes in your Application Form (which term shall include the holder of the relevant CREST Account) must be: (i) the person procured by you to subscribe for or acquire the relevant Issue Shares; or (ii) yourself; or (iii) a nominee of any such person or yourself, as the case may be. Neither the Receiving Agent 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. The Receiving Agent, on behalf of the Company, will input a DVP instruction into the CREST system according to the booking instructions provided by you in your Application Form. The input returned by you or your settlement agent/custodian of a matching or acceptance instruction to our CREST input will allow the delivery of your Issue Shares to your CREST Account against payment of the Initial Issue Price per Issue Share through the CREST system upon the Settlement Date.

By returning the Application Form, you agree that you will do all things necessary to ensure that your, or your settlement agent/custodian's, CREST Account allows for the delivery and acceptance of Issue Shares to be made on 5 May 2021 against payment of the Initial Issue Price per Issue Share. Failure by you to do so will result in you being charged interest at market rates.

To ensure that you fulfil this requirement, it is essential that you or your settlement agent/custodian follow the CREST matching criteria set out below:

Trade Date:	7 May 2021
Settlement Date:	11 May 2021
Company:	US Solar Fund plc
Security Description:	Ordinary Shares
ISIN:	GB00BJCWFX49

Should you wish to settle by DVP, you will need to match your instructions to the Receiving Agent's Participant account 3RA23 by no later than 1:00 p.m. on 10 May 2021.

You must also ensure that you have or your settlement agent/custodian has a sufficient "debit cap" within the CREST system to facilitate settlement in addition to your/its own daily trading and settlement requirements.

In the event of late CREST settlement, the Company, after having consulted with the Receiving Agent, reserves the right to deliver Ordinary Shares outside CREST in certificated form (provided that payment has been made in terms satisfactory to the Company and all other conditions in relation to the Offer for Subscription have been satisfied).

**5. RELIABLE INTRODUCER DECLARATION**

Applications will be subject to the United Kingdom's verification of identity requirements. This means that you must provide the verification of identity documents listed in section 6 of the Application Form unless the declaration in section 5 is completed and signed by a firm acceptable to the Receiving Agent. In order to ensure that your application is processed timely and efficiently, you are strongly advised to have a suitable firm complete and sign the declaration in section 5.

## **6. IDENTITY INFORMATION**

Applicants need only consider section 6 if the declaration in section 5 cannot be completed. However, even if the declaration in section 5 has been completed and signed, the Receiving Agent reserves the right to request of you the identity documents listed in section 6 and/or to seek verification of identity of each holder and payor (if necessary) from you, or your or their bankers or from another reputable institution, agency or professional adviser in the applicable country of residence. If satisfactory evidence of identity has not been obtained within a reasonable time your application might be rejected or revoked. Where certified copies of documents are provided such copy documents should be certified by a senior signatory of a firm which is either a governmental approved bank, stockbroker or investment firm, financial services firm or an established law firm or accountancy firm which is itself subject to regulation in the conduct of its business in its own country of operation and the name of the firm should be clearly identified on each document certified.

## **7. CONTACT DETAILS**

To ensure the efficient and timely processing of this application, please enter below the contact details of a person whom the Receiving Agent may contact with all enquiries concerning this application. Ordinarily, this contact person should be the person signing in section 3 on behalf of the first named holder. If no contact details are provided in this section 7 but a regulated person is identified in section 5, the Receiving Agent will contact the regulated person. If no contact details are provided in this section 7 and no regulated person is named in section 5 and the Receiving Agent requires further information, any delay in obtaining that additional information may result in your application being rejected or revoked.

## **INSTRUCTIONS FOR DELIVERY OF COMPLETED APPLICATION FORMS**

Completed Application Forms should be returned together with payment in full in respect of the application by post to Computershare Investor Services PLC, Corporate Actions Projects, Bristol, BS99 6AH, so as to be received no later than 1:00 p.m. on 5 May 2021.

If you post your Application Form you are recommended to use first class post and to allow at least two days for delivery. Application Forms received after this date may be returned.