## **IMPORTANT**: You must read the following before continuing.

The following applies to the prospectus (the **Prospectus**) which follows, and you are therefore advised to read this carefully before reading, accessing or making any other use of this Prospectus. In accessing this Prospectus, you agree to be bound by the following terms and conditions, including any modifications made to them from time to time by The Renewables Infrastructure Group Limited (the **Company**) as a result of such access.

You should not distribute or copy this Prospectus or the information contained in it. The Ordinary Shares and/or C Shares (the **Shares**) offered and to be offered by the Company pursuant to the Share Issuance Programme have not been and will not be registered under the U.S. 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, pledged or otherwise transferred directly or indirectly in or into the United States, or to or for the account or benefit of any U.S. Persons (within the meaning of Regulation S (**Regulation S**) under the Securities Act).

Relevant clearances have not been, and will not be, obtained from the securities commission (or equivalent) of any province of Australia, Canada, Japan, New Zealand or the Republic of South Africa or any other jurisdiction where local law or regulations may result in a risk of civil, regulatory, or criminal exposure or prosecution if information or documentation concerning the Share Issuance Programme or this Prospectus is sent or made available to a person in that jurisdiction (a **Restricted Jurisdiction**) and, accordingly, unless an exemption under any relevant legislation or regulations is applicable, none of the Shares may be offered, sold, renounced, transferred or delivered, directly or indirectly, in Australia, Canada, Japan, New Zealand or the Republic of South Africa or any other Restricted Jurisdiction.

A copy of this document, which comprises a prospectus relating to the Company, prepared in accordance with the Prospectus Rules of the Financial Conduct Authority made pursuant to section 84 of the Financial Services and Markets Act 2000 as amended (**FSMA**), has been delivered to the UK Financial Conduct Authority and has been made available to the public in the United Kingdom in accordance with Rule 3.2 of the Prospectus Rules such that this Prospectus made be used as an approved prospectus to offer securities to the public in the United Kingdom for the purposes of section 85 of FSMA and the Prospectus Directive, subject to compliance with the Alternative Investment Fund Managers Regulations 2013. No arrangement has however been made with the competent authority in any other EEA State (or any other jurisdiction) for the use of this Prospectus as an approved prospectus in such jurisdiction and accordingly no public offer is to be made in such jurisdictions. Issue or circulation of this Prospectus may be prohibited in countries. The Company has given written notification (i) to the United Kingdom Financial Conduct Authority that it intends to market the Shares in the United Kingdom or to investors domiciled in or with a registered office in the United Kingdom in accordance with section 59(1) of the Alternative Investment Fund Managers Regulations 2013 and (ii) to the Central Bank of Ireland under Article 42 of the EU Alternative Investment Fund Managers Directive (2011/61/EU) (as implemented into Irish law) to enable the Company to market the Shares in the Republic of Ireland in accordance with that Article (as implemented under Irish law). The Company has not applied to offer the Shares to investors under the national private placement regime of any EEA member country, save for the United Kingdom and the Republic of Ireland. Access to the prospectus from other jurisdictions may be restricted by law and persons situated outside the United Kingdom should inform themselves about, and observe any such restrictions. This Prospectus does not constitute an offer to sell, or the solicitation of any offer to subscribe for or buy, shares in any jurisdiction in which such offer or solicitation is unlawful.

By accessing this Prospectus you are representing to the Company and its advisers that you are not (i) a U.S. Person (within the meaning of Regulation S under the Securities Act), or (ii) in the United States or any jurisdiction where accessing this Prospectus may be prohibited by law, or (iii) a resident of Australia, Canada, Japan, New Zealand, the Republic of South Africa or any other Restricted Jurisdiction, and that you will not offer, sell, renounce, transfer or deliver, directly or indirectly, Shares subscribed for by you in the United States, Australia, Canada, Japan, New Zealand, the Republic of South Africa or any other Restricted Jurisdiction or to any U.S. Person or resident of Australia, Canada, Japan, New Zealand, the Republic of South Africa or any other Restricted Jurisdiction.

Canaccord Genuity Limited (**Canaccord Genuity**) and Jefferies International Limited (**Jefferies**), each of which is authorised and regulated in the United Kingdom by the UK Financial Conduct Authority, are acting exclusively for the Company and no one else in connection with the Share Issuance Programme (including any issue of Shares thereunder) or the matters referred to in this Prospectus, and will not regard any other person (whether or not a recipient of this Prospectus) as their respective client in relation to the Share Issuance Programme (including any issue of Shares thereunder) and will not be responsible to anyone other than the Company for providing the protections afforded to their respective clients or for providing advice in relation to the Share Issuance Programme (including any issue of Shares thereunder) or any transaction or arrangement referred to in this Prospectus.

Neither Canaccord Genuity nor Jefferies accepts any responsibility whatsoever for this Prospectus. Neither Canaccord Genuity nor Jefferies makes any representation or warranty, express or implied, for the contents of this Prospectus including its accuracy, completeness or verification or regarding the legality of the Share Issuance Programme (including any issue of Shares thereunder) or for any other statement made or purported to be made by it or on its behalf in connection with the Company, the Shares and/or the Share Issuance Programme (including any issue of Shares thereunder). Each of Canaccord Genuity and Jefferies accordingly disclaims to the fullest extent permitted by law all and any responsibility and liability, whether arising in tort or contract or otherwise (save as referred to above), which it might otherwise have in respect of this Prospectus or any such statement. Nothing in this paragraph shall serve to limit or exclude any of the responsibilities and liabilities, if any, which may be imposed on Canaccord Genuity or Jefferies by FSMA or the regulatory regime established thereunder.

PLEASE DO NOT CONTINUE READING THIS PROSPECTUS UNLESS:

- YOU HAVE READ, UNDERSTOOD AND AGREE TO THE ABOVE;
- YOU ARE NOT IN THE UNITED STATES OR IN ANY OTHER JURISDICTION WHERE ACCESSING THIS PROSPECTUS MAY BE PROHIBITED BY LAW;
- YOU ARE NOT A US PERSON OR OTHERWISE A RESIDENT OF AUSTRALIA, CANADA, JAPAN, NEW ZEALAND, THE REPUBLIC OF SOUTH AFRICA OR ANY OTHER RESTRICTED JURISDICTION; AND
- YOU ARE NOT INVESTING OR OTHERWISE ACTING FOR THE ACCOUNT OR BENEFIT OF A US PERSON OR A RESIDENT OF AUSTRALIA, CANADA, JAPAN, NEW ZEALAND, THE REPUBLIC OF SOUTH AFRICA OR ANY OTHER RESTRICTED JURISDICTION.

The Renewables Infrastructure Group

# Prospectus – December 2014

**Share Issuance Programme**

**The Renewables Infrastructure Group Limited**

## SUMMARY

Summaries are made up of disclosure requirements known as 'Elements'. These elements are numbered in Sections A – E (A.1 – E.7). This summary contains all the Elements required to be included in a summary for this type of security and issuer. Because some Elements are not required to be addressed there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted into the summary because of the type of security and issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of 'not applicable'.

| **Section A – Introduction and warnings** | | |
|---|---|---|
| **Element** | **Disclosure requirement** | **Disclosure** |
| A.1 | Warning | This summary should be read as an introduction to the Prospectus. Any decision to invest in the securities should be based on consideration of the Prospectus as a whole by the investor. Where a claim relating to the information contained in a prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating such prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in such securities. |
| A.2 | Subsequent resale or final placement of securities through financial intermediaries | Not applicable. The Company has not given its consent to the use of the Prospectus for the subsequent resale or final placement of securities by financial intermediaries. |
| **Section B – Issuer** | | |
| **Element** | **Disclosure requirement** | **Disclosure** |
| B.1 | Legal and commercial name | The issuer's legal and commercial name is The Renewables Infrastructure Group Limited. |
| B.2 | Domicile and legal form | The Company was incorporated with limited liability in Guernsey under The Companies (Guernsey) Law, 2008, as amended, on 30 May 2013 with registered number 56716, as a closed ended investment company. |
| B.5 | Group description | The Company makes its investments via a group structure which includes The Renewables Infrastructure Group (UK) Limited, an English private limited company and wholly-owned subsidiary of the Company (**UK Holdco**) (**the Group**). Both the Company and UK Holdco are party to the Investment Management Agreement and the Operations Management Agreement. The Group invests primarily, either directly or indirectly in SPVs which own onshore wind farms and solar photovoltaic (**PV**) parks. |

<table>
<tr>
<td>B.6</td>
<td>Notifiable interests</td>
<td>As at the close of business on 26 November 2014 (the latest practicable date prior to the publication of the Prospectus), the interests of the Directors and their connected persons in the share capital of the Company were as follows:
<table>
<tr><th>Director</th><th>Number of Ordinary Shares</th><th>% of issued Ordinary Share capital</th></tr>
<tr><td>Helen Mahy</td><td>58,636</td><td>0.014</td></tr>
<tr><td>Jon Bridel</td><td>14,838</td><td>0.004</td></tr>
<tr><td>Klaus Hammer</td><td>4,838</td><td>0.001</td></tr>
<tr><td>Shelagh Mason</td><td>4,838</td><td>0.001</td></tr>
</table>
Insofar as known to the Company, as at the close of business on 26 November 2014 (the latest practicable date prior to the publication of the Prospectus), the following registered holdings representing a direct or indirect interest of five per cent or more of the Company's issued share capital were recorded on the Company's share register:
<table>
<tr><th>Shareholder</th><th>Number of Ordinary Shares</th><th>% of issued Ordinary Share capital</th></tr>
<tr><td>Prudential Client HSBC GIS Nominee (UK) Limited PAC</td><td>56,760,988</td><td>13.66</td></tr>
</table>
The Company is not aware of any person or persons who, directly or indirectly, jointly or severally, exercise control of the Company.</td>
</tr>
<tr>
<td>B.7</td>
<td>Key financial information</td>
<td>The selected financial information of the Group as at 31 December 2013 for the period from 30 May 2013 to 31 December 2013 and as at 30 June 2014 for the six month period ended on 30 June 2014 is set out below:
<table>
<tr><th></th><th>Financial period ended 31 December 2013 (audited)</th><th>Six month period ended 30 June 2014 (unaudited)</th></tr>
<tr><td>Net assets (£'m)</td><td>314.9</td><td>384.4</td></tr>
<tr><td>Net asset value per share (pence)</td><td>101.5</td><td>102.3</td></tr>
<tr><td>Total operating income (£'m)</td><td>15.2</td><td>13.5</td></tr>
<tr><td>Profit and comprehensive income for the period (£'m)</td><td>10.3</td><td>10.8</td></tr>
<tr><td>Earnings per share (pence)</td><td>3.4</td><td>3.2</td></tr>
</table>
The key financial information set out above has been extracted without material adjustment from the Group's audited financial information for its first accounting period ended on 31 December 2013 and from the Group's unaudited financial information for the six month period ended 30 June 2014.<br>
There has been no significant change to the Group's financial condition and operating results during the period covered by the historical financial information other than:<br>
● the raising of gross proceeds of £300 million pursuant to the the Company's IPO on 29 July 2014 and the issue of 300 million ordinary shares at an issue price of £1.00 per share and the acquisition of the initial seed portfolio comprising 14 onshore wind farms and 4 solar PV projects for consideration of approximately £280 million;</td>
</tr>
</table>

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| | | ● the raising of gross proceeds of £10.1 million on 21 November 2013 from the issuance of 10 million ordinary shares at an issue price of £1.01 per share pursuant to the 2013 Tap Issue;<br>● the acquisition in December 2013 of the Parsonage Solar Park and the Marvels Farms Solar Park, both of which are located in the UK and with combined generating capacity of 12 MW, for aggregate consideration of £21 million which was funded from the proceeds of the 2013 Tap Issue and the Company's existing cash resources;<br>● the acquisition in March 2014 of the Tamar Heights Solar Park and the Stour Field Solar Park, both of which are located in the UK and with a combined generating capacity of approximately 30.4 MW, for aggregate consideration of £36.3 million which was funded from the Group's £80 million revolving Acquisition Facility;<br>● the payment of a first interim dividend of 2.5p per Ordinary Share on 31 March 2014;<br>● the raising of gross proceeds of £66,154,395 through a placing, open offer and offer for subscription of C Shares at an issue price of £1.00 per C Share on 2 April 2014; and<br>● the acquisition in June 2014 of the Tallentire Wind Farm and the Meikle Carewe Wind Farm, both of which are located in the UK and with a combined aggregate generating capacity of approximately 22 MW for aggregate consideration of £19.1 million which was funded from the Company's existing cash resources including the net proceeds of the C Share issue.<br>There has been no significant change to the Group's financial condition and operating results subsequent to 30 June 2014 (being the date to which the latest unaudited half-yearly results were produced) other than:<br>● the declaration of a second interim dividend of 3.0 pence per Ordinary Share on 14 August 2014;<br>● the acquisition in August 2014 of three operational UK solar PV parks in Dorset, Norfolk and Cornwall with combined generating capacity of 56.6MW for an aggregate valuation of £73.7 million (subject to performance adjustments), funded partly from the Group's cash resources and partly from utilisation of the Group's revolving acquisition facility;<br>● the raising of gross proceeds of £38.6 million from the issuance of 36,738,423 ordinary shares at a price of £1.05 per share pursuant to the 2014 Tap Issue, the net proceeds of which were to substantially repay the Group's £80 million revolving Acquisition Facility; and<br>● the acquisitions in November 2014 of the Earlseat Wind Farm (located in Scotland) and the Taurbeg Wind Farm (located in the Republic of Ireland) which have a combined generating capacity of 41.3 MW, for aggregate consideration of approximately £46 million and which were funded from the Group's £80 million revolving Acquisition Facility. |
| B.8 | Key *pro forma* financial information | Not applicable. |
| B.9 | Profit forecast | Not applicable. The Company has not made any profit forecasts. |

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| B.10 | Description of the nature of any qualifications in the audit report on the historical financial information. | Not applicable. The audit report on the historical financial information contained in the Prospectus is not qualified. |
| B.11 | Working capital insufficiency | Not applicable. The Company believes that the working capital available to the Group is sufficient for its present requirements, which is for at least the next 12 months from the date of the Prospectus. |
| B.34 | Investment Objective and Investment policy | Investment objective<br>The Company will seek to provide investors with long-term, stable dividends, whilst preserving the capital value of its investment portfolio through investment, principally in a range of operational assets which generate electricity from renewable sources, with a particular focus on onshore wind farms and solar PV parks.<br>The Company is targeting an initial annualised dividend of 6 pence per Ordinary Share and aims to increase this dividend progressively in line with inflation over the medium term. The Company is targeting an IRR in the region of 8 to 9 per cent (net of expenses and fees) on the IPO Issue Price of its Ordinary Shares, to be achieved over the longer term via active management of the investment portfolio and reinvestment of excess cash flow.<br>Investment Policy<br>The Company invests via one or more wholly-owned subsidiaries (the **Group**).<br>In order to achieve its investment objective, the Company invests principally in operational assets which generate electricity from renewable energy sources, with a particular focus on onshore wind farms and solar PV parks.<br>Investments are made principally by way of equity and shareholder loans which will generally provide for 100 per cent or majority ownership of the assets by the Holding Entities. In circumstances in which a minority equity interest is held in the relevant Asset SPV, the Holding Entities will secure their shareholder rights (including voting rights) through shareholder agreements and other transaction documentation.<br>The Group aims to achieve diversification principally through investing in a range of portfolio assets across a number of distinct geographies and a mix of renewable energy technologies.<br>Investments are focused in the UK and Northern European countries (including France, Ireland, Germany and Scandinavia) where the Directors, the Investment Manager and the Operations Manager believe there is a stable renewable energy framework. Not more than 50 per cent of the Portfolio Value (calculated at the time of investment) may be invested in investments that are located outside the UK.<br>Investments are made primarily in onshore wind farms and solar PV parks with the amount invested in other forms of renewable energy technologies (such as biomass or offshore wind) limited to 10 per cent of the Portfolio Value, (calculated at the time of investment). Investments in Portfolio Companies which have assets under development or construction (including the repowering of existing assets) may not account for more than 15 per cent of the Portfolio Value, calculated at the time of investment.<br>In order to ensure that the Group has a spread of investment risk, it is the Company's intention that no single asset will account for more than 20 per cent of the Portfolio Value, calculated at the time of investment. |

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| | | The Company will not invest more than 15 per cent, in aggregate, of the value of its total assets in other investment companies or investment trusts that are listed on the Official List of the FCA.<br><br>*Revenue*<br><br>Generally, the Group intends to manage its revenue streams to moderate its revenue exposure to merchant power prices with appropriate use of Power Purchase Agreements, Feed-in Tariffs and green certificates.<br><br>*Hedging*<br><br>The Group may enter into hedging transactions in relation to currency, interest rates and power prices for the purposes of efficient portfolio management.<br><br>The Group will not enter into derivative transactions for speculative purposes.<br><br>The Company may borrow in currencies other than Pounds Sterling as part of its currency hedging strategy.<br><br>*Cash Balances*<br><br>Until the proceeds of each equity issue are fully invested, and pending reinvestment or distribution of cash receipts, cash received by the Group will be held as cash, or invested in cash equivalents, near cash instruments or money market instruments.<br><br>*Origination of Further Investments*<br><br>Each of the investments comprising the Current Portfolio complies with the Company's investment policy and Further Investments will only be acquired if they comply with the Company's investment policy. It is expected that Further Investments will include operational onshore wind and solar PV investments that have been originated and developed by the Operations Manager. The Company will also review solar PV and wind investment opportunities originated by third parties, including from investment funds managed or advised by the Investment Manager or its affiliates.<br><br>Pursuant to the First Offer Agreement, the Company has a contractual right of first offer, for so long as the Operations Manager remains the operations manager of the Company, in respect of the acquisition of investments in projects of which the Operations Manager wishes to dispose and that are consistent with the Company's investment policy. It is envisaged that the Operations Manager will periodically make available for sale further interests in projects (although there is no guarantee that this will be the case).<br><br>Furthermore, any proposed acquisition of assets by the Group from InfraRed Funds will be subject to detailed procedures and arrangements established to manage any potential conflicts of interest that may arise. In particular, any such acquisitions will be subject to approval by the Directors (who are all independent of the Investment Manager and the Operations Manager) and will also be subject to an independent private valuation in accordance with valuation parameters agreed between the InfraRed Funds and the Company.<br><br>A key part of the Company's investment policy is to acquire assets that have been originated by the RES Group by exercising the Company's rights under the First Offer Agreement. As such, the Company will not seek the approval of Shareholders for acquisitions of assets from the Operations Manager or members of its group in the ordinary course of its investment policy.<br><br>However, in the event that the Operations Manager is categorised as a substantial shareholder of the Company for the purposes of the Listing Rules (i.e. it holds 10 per cent or more of the Company's issued share capital and for a period of 12 months after its shareholding first drops below this threshold), the related party requirements of Chapter 11 of the Listing Rules will apply to |

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| | | the acquisition of solar assets from the Operations Manager or any member of its group and accordingly the Company will seek Shareholder approval, as necessary, for such acquisitions.<br><br>Further Investments will be subject to satisfactory due diligence and agreement on price which will be negotiated on an arm's length basis and on normal commercial terms. It is anticipated that any Further Investments will be acquired out of existing cash resources, borrowings, funds raised from the issue of new capital in the Company or a combination of the three.<br><br>*Repowering*<br><br>The Company will have sole discretion to repower projects in its investment portfolio. For these purposes, repowering will include the removal of substantially all of the old electricity generating equipment in relation to either part of or the whole of a project, and the construction of new electricity generating equipment excluding, for the avoidance of doubt, repair, maintenance and refurbishment of existing equipment. Where the Company determines to repower a project originally acquired from the Operations Manager, the Operations Manager will have the first option to repower such assets in partnership with the Company, whilst the Company will have the right to buy back the repowered assets on completion subject to satisfactory due diligence and for a price determined in accordance with a pre-agreed valuation mechanism and on normal commercial terms. Repowering projects will be treated as development or construction activity which, when aggregated with any investments made by the Company in projects under construction, may not account for more than 15 per cent of the Portfolio Value, calculated at the time of investment. |
| B.35 | Borrowing limits | The Group may enter into borrowing facilities in the short term principally to finance acquisitions. Such short term financing is limited to 30 per cent of the Portfolio Value. It is intended that any acquisition facility used to finance acquisitions is likely to be repaid, in normal market conditions, within a year through further equity fundraisings. On 20 February 2014 the Company and UK Holdco entered into the Acquisition Facility Agreement.<br><br>Wind farms and solar parks, typically with 25 year operating lives, held within Portfolio Companies generate long-term cash flows that can support longer term project finance debt. Such debt is non-recourse and typically is fully amortising over a 10 to 15 year period. There is an additional gearing limit in respect of such non-recourse debt of 50 per cent of the Gross Portfolio Value (being the total enterprise value of such Portfolio Companies), measured at the time the debt is drawn down or acquired as part of an investment. The Company may, in order to secure advantageous borrowing terms, secure a project finance facility over a group of Portfolio Companies. |
| B.36 | Regulatory status | The Company is a closed-ended investment company registered with the Guernsey Financial Services Commission (the **Commission**) under the Registered Collective Investment Scheme Rules 2008.<br><br>The Company is not authorised or regulated as a collective investment scheme by the Financial Conduct Authority.<br><br>The Company is subject to the Listing Rules and the Disclosure and Transparency Rules of the UK Listing Authority. |
| B.37 | Typical investor | Typical investors in the Company are expected to be institutional investors and professionally advised private investors. |

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| B.38 | Investment of 20 per cent or more in single underlying asset or investment company | Not applicable. |
| B.39 | Investment of 40 per cent or more in single underlying asset or investment company | Not applicable. |
| B.40 | Applicant's service providers | ***Investment Manager***<br>The Investment Manager, InfraRed Capital Partners Limited, has been appointed to provide investment management services to the Company and UK Holdco under the terms of an investment management agreement. The Investment Manager acts within the strategic guidelines set out in the Company's investment policy, subject to the overall supervision of the Board.<br>The Investment Management Agreement and the appointment of the Investment Manager will continue in full force unless and until terminated by either the Company, UK Holdco or the Investment Manager giving to the others not less than 12 months' written notice, such notice not to be given earlier than the fourth anniversary of the IPO Admission.<br>The services provided by the Investment Manager include acting as discretionary investment manager, advising the Company and the Group in relation to the strategic management of the Holding Entities and the investment portfolio, advising the Company in relation to any significant acquisitions or investments and monitoring the Group's funding requirements.<br>The Investment Manager also has responsibility for financial administration and investor relations and for providing secretarial services to UK Holdco.<br>***Operations Manager***<br>The Operations Manager, Renewable Energy Systems Limited, has been appointed to provide operational management services to the Company and UK Holdco under the terms of an operations management agreement. The services provided by the Operations Manager include maintaining an overview of project operations and reporting on key performance measures, recommending and implementing the strategy on management of the Portfolio, including the strategy for energy sales agreements, insurance, maintenance and other areas requiring portfolio-level decisions, and maintaining and monitoring health and safety and operating risk management policies. The Operations Manager also co-ordinates with the Investment Manager on sourcing and transacting new business, refinancing of existing assets and investor relations, but does not undertake any regulated activities for the purposes of the UK Financial Services and Markets Act 2000.<br>The Operations Management Agreement and the appointment of the Operations Manager will continue in full force unless and until terminated by any of the Company, UK Holdco or the Operations Manager giving to the others not less than 12 months' written notice, such notice not to be given earlier than the fourth anniversary of the IPO Admission.<br>***Management Fees***<br>The aggregate management fee payable to the Investment Manager and the Operations Manager is 1 per cent per annum of the Adjusted Portfolio Value in respect of the first £1 billion of the Adjusted Portfolio Value and 0.8 per cent per annum in respect of the Adjusted Portfolio Value in excess of £1 billion less the aggregate of the IM Advisory Fee and the OM Advisory Fee as set out below (the **Management Fee**). |

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| | | In respect of the first £1 billion of the Adjusted Portfolio Value, 80 per cent of the Management Fee is payable in cash in arrears on a quarterly basis (the **Cash Element**) and 20 per cent of the Management Fee is payable in the form of Ordinary Shares rather than cash (the **Share Element**). Such Ordinary Shares are issued on a semi-annual basis in arrears, based upon the Adjusted Portfolio Value at the beginning of the 6 month period concerned, adjusted on a time basis for acquisitions and disposals during the six month period and the number of Ordinary Shares to be issued is calculated by reference to the prevailing Net Asset Value per Ordinary Share at the end of the relevant period.<br><br>In respect of the Adjusted Portfolio Value in excess of £1 billion, 100 per cent of the Management Fee is payable via the Cash Element.<br><br>The Investment Manager is entitled to 65 per cent of both the Cash Element and the Share Element, to the extent payable, (the **IM Fee Shares**) and the Operations Manager is entitled to 35 per cent of both the Cash Element and the Share Element, to the extent payable (the **OM Fee Shares**).<br><br>The Investment Manager is paid an advisory fee in respect of the advisory services which it provides to the Company of £130,000 per annum (the **IM Advisory Fee**) and the Operations Manager is paid an advisory fee in respect of the advisory services which it provides to the Company of £70,000 per annum (the **OM Advisory Fee**). Both the IM Advisory Fee and the OM Advisory Fee are deducted from the Management Fee.<br><br>***Secretarial and administration arrangements***<br><br>Dexion Capital (Guernsey) Limited provides administrative and company secretarial services to the Company under the terms of an administration agreement. In such capacity, the Administrator is responsible for general secretarial functions required by the Companies Law and for ensuring that the Company complies with its continuing obligations as a registered closed-ended collective investment scheme in Guernsey and as a company listed on the Official List of the FCA. The Administrator has responsibility for the safekeeping of any cash and any certificates of title relating to the Group's assets, to the extent that these are not retained by any lending bank as security. The Administrator is also responsible for general administrative functions of the Company, as set out in the Administration Agreement.<br><br>The minimum amount payable by way of fees under the Administration Agreement is £25,000 per annum.<br><br>***Other arrangements***<br><br>The Company utilises the services of Capita Registrars (Guernsey) Limited as registrar in relation to the transfer and settlement of Ordinary Shares and C Shares held in uncertificated form.<br><br>Given that the fees payable under the Registrar Agreement are calculated as a multiple of the number of Shareholders admitted to the register each year plus a multiple of the number of share transfers made each year, there is no maximum amount payable under the Registrar Agreement, however the minimum charge per annum is £7,500.<br><br>Deloitte LLP provides audit services to the Company. The annual report and accounts are prepared according to accounting standards in line with IFRS.<br><br>The fees charged by the Auditors depend on the services provided, computed, *inter alia*, on the time spent by the Auditors on the affairs of the Company and there is no maximum amount payable under the Auditor's engagement letter. |

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| B.41 | Regulatory status of investment manager | The Investment Manager was incorporated in England and Wales on 2 May 1997 under the Companies Act 1985 (registered number 03364976). It has been authorised and regulated in the UK by the Financial Conduct Authority (and its predecessors) since 1 December 2001 (Financial Conduct Authority registration number 195766). |
| B.42 | Calculation of Net Asset Value | The Investment Manager is responsible for carrying out the fair market valuation of the Group's investments which is presented to the Directors for their approval and adoption. The Investment Manager calculates the Net Asset Value and Net Asset Value per Ordinary Share on a semi-annual basis as at 30 June and 31 December each year. These calculations will be reported to Shareholders in the Company's annual report and interim financial statements. |
| B.43 | Cross liability | Not applicable. The Company is not an umbrella collective investment undertaking and as such there is no cross liability between classes or investment in another collective investment undertaking. |
| B.44 | Key financial information | The Company has commenced operations and historical financial information is included in this Prospectus. |
| B.45 | Portfolio | As at the date of this document, the Current Portfolio comprises the following assets: |

| **Asset** | | **Country** | ***MW capacity*** |
|---|---|---|---|
| Roos Wind Farm | Onshore wind | UK (England) | 17.1 |
| Grange Wind Farm | Onshore wind | UK (England) | 14.0 |
| Tallentire Wind Farm | Onshore wind | UK (England) | 12.0 |
| Hill of Towie Wind Farm | Onshore wind | UK (Scotland) | 48.3 |
| Green Hill Energy Wind Farm | Onshore wind | UK (Scotland) | 28.0 |
| Earlseat Wind Farm | Onshore wind | UK (Scotland) | 16.0 |
| Meikle Carewe | Onshore wind | UK (Scotland) | 10.2 |
| Forss Wind Farm | Onshore wind | UK (Scotland) | 7.2 |
| Altahullion Wind Farm | Onshore wind | UK (Northern Ireland) | 37.7 |
| Lendrums Bridge Wind Farm | Onshore wind | UK (Northern Ireland) | 13.2 |
| Lough Hill Wind Farm | Onshore wind | UK (Northern Ireland) | 7.8 |
| Taurbeg Wind Farm | Onshore wind | Republic of Ireland | 25.3 |
| Milane Hill Wind Farm | Onshore wind | Republic of Ireland | 5.9 |
| Beennageeha Wind Farm | Onshore wind | Republic of Ireland | 4.0 |
| Haut Languedoc Wind Farm | Onshore wind | France | 29.9 |
| Haut Cabardes Wind Farm | Onshore wind | France | 20.8 |
| Cuxac Cabardes Wind Farm | Onshore wind | France | 12.0 |
| Roussas Claves Wind Farm | Onshore wind | France | 10.5 |
| Parley Court Farm Solar Park | Solar PV | UK (England) | 24.2 |
| Egmere Airfield Solar Park | Solar PV | UK (England) | 21.2 |
| Stour Fields Solar Park | Solar PV | UK (England) | 18.7 |
| Tamar Heights | Solar PV | UK (England) | 11.8 |
| Penare Farm Solar Park | Solar PV | UK (England) | 11.1 |
| Parsonage Solar Park | Solar PV | UK (England) | 7.0 |
| Churchtown Solar Park | Solar PV | UK (England) | 5.0 |
| East Langford Solar Park | Solar PV | UK (England) | 5.0 |
| Manor Farm Solar Park | Solar PV | UK (England) | 5.0 |
| Marvel Farms Solar Park | Solar PV | UK (England) | 5.0 |
| Puits Castan Solar Park | Solar PV | France | 5.0 |

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| B.46 | Net Asset Value | The estimated Net Asset Value per Ordinary Share as at 30 September 2014 was 100.2 pence. |
| **Section C – Securities** | | |
| **Element** | **Disclosure requirement** | **Disclosure** |
| C.1 | Type and class of security | The Company intends to issue New Ordinary Shares and/or C Shares, each of no par value in the capital of the Company pursuant to the Share Issuance Programme.<br>The ISIN of the Ordinary Shares is GG00BBHX2H91 and the SEDOL is BBHX2H9.<br>The ISIN of the C Shares is GG00BSXNQD65 and the SEDOL is BSXNQD6. |
| C.2 | Currency | The New Ordinary Shares and the C Shares will be denominated in Sterling. |
| C.3 | Number of securities issued | As at 26 November 2014 (the latest practicable date prior to the publication of the Prospectus), the Company's issued share capital comprised 415,475,783 Ordinary Shares of no par value. |
| C.4 | Description of the rights attaching to the securities | Ordinary Shares<br>The rights attaching to the Ordinary Shares are uniform in all respects and they form a single class for all purposes. Shareholders have uniform voting rights and rights to dividends or distributions in proportion to the number of Ordinary Shares they hold at any time (save for any dividends or other distributions made or paid on the Ordinary Shares by reference to a record date prior to the issue of the relevant new Ordinary Shares).<br>C Shares<br>Any C Shares issued under the Share Issuance Programme will not carry the right to receive notice of, or attend or vote at any general meeting of the Company except in certain limited circumstances. Holders of C Shares will be entitled to participate in a winding up of the Company or on a return of capital in relation to the surplus assets of the Company attributable to the C Shares. Holders of the C Shares will be entitled to receive such dividends as the Directors may resolve to pay to such holders out of the Company's assets attributable to the C Shares (as determined by the Directors).<br>The C Shares will convert into Ordinary Shares on the basis of the Conversion Ratio calculated as at the Calculation Time which will be the close of business on the Business Day falling at the end of such period after Admission of the relevant class of C Shares or on such specific date, as the case may be, as shall be determined by the Directors for that particular class of C Shares and as shall be stated in the terms of issue of the relevant class of C Share. The Conversion Ratio will be calculated, on an investment basis, by reference to the net asset values attributable to the C Shares and the Ordinary Shares. The New Ordinary Shares to be issued following conversion of C Shares will rank *pari passu* with the Ordinary Shares then in issue for dividends and other distributions declared, made or paid by reference to a record date falling after the Conversion Time. |
| C.5 | Restrictions on the free transferability of the securities | The Board may, in its absolute discretion and without giving a reason, refuse to register a transfer of any share in certificated form or uncertificated form, subject to the Articles, which is not fully paid or on which the Company has a lien provided that this would not prevent dealings in the shares from taking place on an open and proper basis on the London Stock Exchange. |

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| | | In addition, the Board may decline to transfer, convert or register a transfer of any share in certificated form or (to the extent permitted by the Guernsey USRs and the CREST Rules) uncertificated form: (a) if it is in respect of more than one class of shares, (b) if it is in favour of more than four joint transferees, (c) if applicable, if it is delivered for registration to the registered office of the Company or such other place as the Board may decide, not accompanied by the certificate for the shares to which it relates and such other evidence of title as the Board may reasonably require, or (d) the transfer is in favour of any Non-Qualified Holder.<br><br>For these purposes a Non-Qualified Holder means any person: (i) whose ownership of shares may cause the Company's assets to be deemed ''plan assets'' for the purposes of ERISA or the Internal Revenue Code; (ii) whose ownership of shares may cause the Company to be required to register as an ''investment company'' under the U.S. Investment Company Act (including because the holder of the shares is not a ''qualified purchaser'' as defined in the U.S. Investment Company Act); (iii) whose ownership of shares may cause the Company to register under the U.S. Exchange Act, the U.S. Securities Act or any similar legislation; (iv) whose ownership of shares may cause the Company to not be considered a ''foreign private issuer'' as such term is defined in rule 3b4(c) under the U.S. Exchange Act; or (v) whose ownership of shares may cause the Company to be a ''controlled foreign corporation'' for the purposes of the Internal Revenue Code, or may cause the Company to suffer any pecuniary disadvantage (including any excise tax, penalties or liabilities under ERISA or the Internal Revenue Code). |
| C.6 | Admission | Applications will be made to the FCA and the London Stock Exchange for all the New Ordinary Shares to be issued pursuant to the Share Issuance Programme to be admitted to the premium segment of the Official List and to trading on the London Stock Exchange's main market for listed securities. Applications will be made to the FCA and the London Stock Exchange for all the C Shares to be issued pursuant to the Share Issuance Programme to be admitted to the standard segment of the Official List and to trading on the London Stock Exchange's main market for listed securities. It is expected that such Admissions will become effective, and that dealings in the New Ordinary Shares and/ or C Shares will commence, during the period from 1 December 2014 to 30 November 2015.<br><br>Neither the Ordinary Shares nor the C Shares are dealt on any other recognised investment exchange and no applications for the Ordinary Shares or the C Shares to be traded on such other exchanges have been made or are currently expected. |
| C.7 | Dividend policy | The Company intends to pay dividends twice yearly in the first and third quarters of the year, as equally weighted interim dividends.<br><br>The Company declared interim dividends, in aggregate of 5.5 pence per Ordinary Share in respect of the period from the IPO Admission to 30 June 2014.<br><br>The Company intends to increase dividends progressively in line with inflation over the medium term as follows:<br><br>In respect of the subsequent six month period ending on 31 December 2014, the Company is targeting a dividend of 3.08 pence per Ordinary Share, which, if declared is expected to be payable in March 2015. It is intended that a further dividend for an equal amount will be payable in September 2015 in respect of the 6 month period ending on 30 June 2015. From 1 July 2015, the |

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| | | Company will target dividends, payable in the first and third quarters each year, which will be equal to the dividend paid in the previous year inflated by the increase in inflation over the year to 30 June in the preceding year.<br><br>The projected dividends set out above are targets only and not profit forecasts. There can be no assurance that these targets can or will be met and they should not be seen as an indication of the Company's expected or actual results or returns. Accordingly investors should not place any reliance on these targets in deciding whether to invest in New Ordinary or C Shares nor assume that the Company will make any distributions at all. |
| **Section D – Risks** | | |
| **Element** | **Disclosure requirement** | **Disclosure** |
| D.2 | Key information on the key risks that are specific to the issuer | The Company believes that the key risk factors relating to the Group and the onshore wind and solar PV electricity generation industries in Northern Europe are those listed in this section. The existence or occurrence of these circumstances or any of them, in part or whole, might result in the Company being unable to pay dividends or meet its other objectives, may negatively affect the performance of the Company, and/or could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.<br><br>● At any point the international community may withdraw, reduce or change its support for the increased use of energy from renewable sources (including generation of energy from wind farms or solar PV parks) which could have a material adverse effect on the support of the EU (and therefore the policy of each Relevant Country) in respect of the encouragement for the use of energy from renewable sources; and at any point the national support scheme of a Relevant Country may decline in value, be withdrawn or changed and such impact may (depending on the Relevant Country in question) be applied retrospectively to the Current Portfolio and affect Further Investments, or such national support scheme may prove to be insufficient to offset any continuing competitive disadvantage which energy generated from wind or solar PV would otherwise have compared to energy generated from other sources (including other renewable sources as well as fossil fuels and nuclear power);<br><br>● A decline or slower growth in the market price of electricity or a decline in the costs of other sources of electricity generation, such as fossil fuels or nuclear power, may reduce the wholesale price of electricity and thus the Group's revenues from selling electricity generated by wind farms and solar PV assets;<br><br>● Increases in charges relating to the connection to and use of the electricity transmission and distribution networks and relating to balancing of electricity supply and demand, and/or restrictions on the capacity in such networks available for use by electricity generators, may result in higher operating costs, lower revenues and fewer opportunities for growth;<br><br>● Operation of wind farms and solar PV assets is likely to result in reliance upon equipment, material and services supplied by one or more contractors. Whilst the quality of equipment and material and the performance of services may be warranted, any such warranties are typically limited in their duration, scope and quantum and may not cover the losses incurred by a project should a relevant asset underperform or become impaired in value. In addition, insolvency or bankruptcy of a contractor, or a change in a contractor's financial circumstances, may |

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| | | among other things result in such underperformance or impairment not being fully or partially compensated by the contractor in question;<br>● The profitability of a wind farm or a solar PV park is dependent on the meteorological conditions at the particular site. Accordingly, the Group's revenues will be dependent upon the weather systems and the specific meteorological conditions at the onshore wind farms and solar PV parks owned by the Group and on the accuracy of forecasted energy yields obtained by the Company;<br>● Whilst the Investment Manager and Operations Manager will seek to procure that appropriate legal and technical due diligence is undertaken in connection with any proposed acquisition by the Group, this may not reveal all facts that may be relevant in connection with an investment. In particular, operating projects which have not been properly authorised or permitted or do not hold the necessary property and contractual rights may be subject to closure, seizure, enforced dismantling or other legal action. Likewise, failure in the construction of a project, for example due to faulty components or insufficient structural quality, may not be evident at the time of acquisition or during any period in which a warranty claim may be brought against the contractor and may result in loss of value without full or any recourse to insurance or warranties;<br>● Wind turbines, solar modules, solar inverters and other equipment may have shorter lifespans than the typically expected duration (approximately 25 years or longer in the case of wind turbines and solar modules and 5 to 10 years in the case of solar inverters), and this could result in shorter project lives than those assumed by the Company;<br>● There may be errors in the assumptions or methodology used in the financial models underpinning wind farm, solar PV or other projects acquired by the Group, whether as part of the Current Portfolio or subsequently, which may result in the returns generated by such projects being materially lower than forecast;<br>● Prospective distributions by the Company, including potential growth therein, and prospects for the Company's underlying Net Asset Value are based on assumptions and forecasts which are not profit forecasts and cannot be committed to or guaranteed; and<br>● Any change in the tax status or tax residence of the Company, tax rates of the Company, tax rates or tax legislation or tax or accounting practice (in Guernsey, the UK, France, Ireland or other relevant jurisdictions) may have an adverse effect on the returns available on an investment in the Company. Similarly any changes under Guernsey company law (or in the law in any other relevant jurisdiction) may have an adverse impact on the Company's ability to pay dividends. |
| D.3 | Key information on the key risks that are specific to the securities | The key risk factors relating to the new Ordinary Shares and any C Shares issued under the Share Issuance Programme are:<br>● there can be no guarantee that a liquid market in the Ordinary Shares or C Shares will exist. Accordingly, Shareholders may be unable to realise their Ordinary Shares or C Shares at the quoted market price (or at the prevailing NAV per Ordinary Share or C Share, as applicable), or at all;<br>● the Ordinary Shares and/or the C Shares may trade at a discount to NAV per Ordinary Share or per C Share, as applicable, and Shareholders may be unable to realise their investments through the secondary market at NAV per Ordinary Share or C Share, as applicable;<br>● the Company's ability to pay dividends and repurchase its Ordinary Shares or its C Shares is governed by the Companies Law which requires the Company to satisfy a solvency test; and |

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| | | ● the C Shares do not carry the right to receive notice of, or to attend or vote at any general meeting of the Company, except in certain limited circumstances. |
| **Section E – Offer** | | |
| **Element** | **Disclosure requirement** | **Disclosure** |
| E.1 | Net proceeds and costs of the Issue | The net proceeds of the Share Issuance Programme is dependent on the number of New Ordinary Shares and/or C Shares issued pursuant to the Share Issuance Programme and the Issue Price of any New Ordinary Shares issued. Assuming: (i) only New Ordinary Shares are issued pursuant to the Share Issuance Programme at an Issue Price of £1.02 per New Ordinary Share (being the estimated Net Asset Value per Ordinary Share as at 30 September 2014 plus a premium of 2 per cent) and (ii) the Company issues the maximum number of New Ordinary Shares available for issue under the Share Issuance Programme, the Company would raise £255.5 million of gross proceeds from the Share Issuance Programme. After deducting expenses (including any commission) of approximately £5.1 million, the net proceeds of the Share Issuance Programme would be approximately £250.4 million.<br><br>The expenses of each Issue will be met out of the gross proceeds of the relevant Issue. |
| E.2a | Reasons for the Issue and use of proceeds | The Board intends to use the net proceeds of each Issue under the Share Issuance Programme, firstly, to repay debt drawn down under the Acquisition Facility used to acquire assets in the Group's portfolio and, secondly, to finance further acquisitions of assets in accordance with the Group's investment objective and policy. |
| E.3 | Terms and conditions of the offer | The Company intends to issue up to 250 million New Shares under the Share Issuance Programme, pursuant to one or more Issues. New Shares will be available for issue under the Share Issuance Programme from 1 December 2014 until 30 November 2015.<br><br>The Share Issuance Programme is flexible and may have a number of closing dates in order to provide the Company with the ability to issue New Ordinary Shares and/or C Shares on appropriate occasions over a period of time. The size and frequency of each Issue, and of each placing, open offer and/or offer for subscription component of the Issue as appropriate, will be determined at the sole discretion of the Directors, in consultation with the Joint Bookrunners. The Directors will also decide on the most appropriate class of Shares to issue under the Share Issuance Programme at the time of each Issue, in consultation with the Joint Bookrunners and the Investment Manager. No public offer is being made pursuant to this Prospectus.<br><br>Each Issue under the Share Issuance Programme will be conditional, *inter alia*, on<br><br>● Admission of the New Shares issued pursuant to the relevant Issue at such time and on such date as the Company and the Joint Bookrunners may agree prior to the closing of the relevant Issue, not being later than 27 November 2015;<br><br>● if a supplementary prospectus is required to be published in accordance with FSMA, such supplementary prospectus being approved by the FCA and published by the Company in accordance with the Prospectus Rules; and<br><br>● the Placing Agreement becoming otherwise unconditional in respect of the relevant Issue, and not being terminated in accordance with its |

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| | | terms or such Issue not having been suspended in accordance with the Placing Agreement, in each case before Admission of the relevant New Shares becomes effective.<br>If these conditions are not satisfied in respect of an Issue, the relevant Issue will not proceed. |
| E.4 | Material interests | Not applicable. No interest is material to the Share Issuance Programme. |
| E.5 | Name of person selling Securities/lock up agreements | No person or entity is offering to sell Ordinary Shares and / C Shares other than the Company.<br>Ordinary Shares issued to the Investment Manager and Operations Manager in respect of the IM Fee Shares and the OM Fee Shares (together the Fee Shares) are subject to a lockup period of approximately one year from the date of their issue, subject to certain exceptions. As at the date of the Prospectus, 235,351 Fee Shares were subject to a lock-up expiring on 25 March 2015 and 319,205 Fee Shares were subject to a lock-up expiring on 23 September 2015. |
| E.6 | Dilution | Existing Shareholders are not obliged to participate in any Issue under the Share Issuance Programme. However, those Shareholders who do not participate in the Share Issuance Programme will suffer a dilution to the percentage of the issued share capital that their current shareholding represents based on the actual number of the New Ordinary Shares or C Shares issued. Assuming that 250 million New Ordinary Shares are issued pursuant to the Share Issuance Programme, Shareholders will suffer a dilution of approximately 37.6 per cent. to their existing percentage holdings. |
| E.7 | Expenses charged to the investor | All New Ordinary Shares issued pursuant to the Share Issuance Programme on a non-pre-emptive basis will be issued at a premium to the Net Asset Value per Ordinary Share at least sufficient to cover the costs and expenses of the relevant Issue. The Issue Price of any C Shares issued pursuant to the Share Issuance Programme will be £1.00 and the costs of the Issue of C Shares will be deducted from the gross proceeds of the C Share Issue.<br>No additional expenses will be charged to investors. |

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

This Registration Document, the Securities Note and the Summary together constitute a prospectus relating to The Renewables Infrastructure Group Limited (the **Company**) (the **Prospectus**), prepared in accordance with the Prospectus Rules of the Financial Conduct Authority made pursuant to section 73A of FSMA, have been delivered to the Financial Conduct Authority and have been made available to the public in accordance with Rule 3.2 of the Prospectus Rules.

This Registration Document is valid for a period of 12 months following its publication and will not be updated. A future prospectus for the issuance of additional Shares may, for a period of up to 12 months from the date of this Registration Document, to the extent necessary consist of this Registration Document, a Future Securities Note and a Future Summary applicable to each Issue and subject to a separate approval by the Financial Conduct Authority on each Issue. Persons receiving this Registration Document should read the Prospectus together as a whole and should be aware that any update in respect of a Future Securities Note and Future Summary may constitute a material change for the purposes of the Prospectus Rules.

The Company and its Directors, whose names appear on page 34 of this Registration Document, accept responsibility for the information contained in this Registration Document. To the best of the knowledge of the Company and the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Registration Document is in accordance with the facts and does not omit anything likely to affect the import of such information.

Prospective investors should read this entire document and, in particular, the matters set out under the heading ''Risk Factors'' on pages 1 to 29 of this Registration Document and pages 3 to 5 of the Securities Note when considering an investment in the Company.

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# The Renewables Infrastructure Group Limited

*(Incorporated in Guernsey under The Companies (Guernsey) Law, 2008 with registered number 56716)*

## Registration Document

Joint Sponsor and Joint Bookrunner
**Canaccord Genuity Limited**

Joint Sponsor and Joint Bookrunner
**Jefferies International Limited**

Investment Manager
**InfraRed Capital Partners Limited**

Operations Manager
**Renewable Energy Systems Limited**

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Canaccord Genuity Limited and Jefferies International Limited (together, the **Joint Sponsors**) each of which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, are acting exclusively for the Company and no-one else, will not regard any other person (whether or not a recipient of this Registration Document) as their respective client and will not be responsible to anyone other than the Company for providing the protections afforded to their respective clients. This does not exclude any responsibilities or liabilities of either of the Joint Sponsors under FSMA or the regulatory regime established thereunder.

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

Copies of this Registration Document, the Securities Note and the Summary (along with any Future Securities Note and Future Summary) will be available on the Company's website at www.trig-ltd.com and the National Storage Mechanism of the FCA at www.morningstar.co.uk/uk/nsm.

This document is dated 1 December 2014.

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# RISK FACTORS

Prospective investors should note that the risks relating to the Group and its industry summarised in the ''Summary'' are the risks that the Board believes to be the most essential to an assessment by a prospective investor of whether to consider an investment in the New Shares. However, as the risks which the Group faces relate to events and depend on circumstances that may or may not occur in the future, prospective investors should consider not only the information on the key risks summarised in the ''Summary'' but also, among other things, the risks and uncertainties described below and in the section headed ''Risk Factors'' in the Securities Note.

The risks referred to below are the risks which are considered to be material but are not the only risks relating to the Group. There may be additional material risks that the Company and the Board do not currently consider to be material or of which the Company and the Board are not currently aware. Potential investors should review this Registration Document and the information contained in the Securities Note carefully and in its entirety and consult with their professional advisers before acquiring any New Shares.

## LEGAL AND REGULATORY RISKS RELATING TO THE PORTFOLIO COMPANIES WHICH THE GROUP OPERATES

The wind energy and solar PV sectors are subject to extensive legal and regulatory controls, and the Group and each of its wind farms and solar PV parks must comply with all applicable laws, regulations and regulatory standards which, among other things, require the Group to obtain and/or maintain certain authorisations, licences and approvals required for the construction and operation of the wind farms and solar PV parks.

### Risks relating to the regulation of renewable energy policy and support schemes in Europe

In order to comply with the United Nations Framework Convention on Climate Change and the associated Kyoto Protocol (which set legally binding targets on the reduction of greenhouse gas emissions between 2008 and 2012 and provides a framework for similar legally binding commitments between 2013 and 2020), the European Union (EU) introduced legislation intended to increase the use of energy from renewable sources and regulate renewable energy policy and support schemes in Europe.

The legislation is entitled Directive 2009/28/EC of the European Parliament and of the European Council of 23 April 2009 on the promotion of the use of energy from renewable sources and amending and subsequently repealing Directives 2001/77/EC and 2003/30/EC (the **Renewable Energy Directive**).

Pursuant to the Renewable Energy Directive, the countries where the Current Portfolio is currently located (namely France, Ireland and the UK) and those EU Member States where, in addition to the existing asset locations, the Company considers it to be reasonably likely that it will target any Further Investments (being Germany, Sweden and Norway), together the **Relevant Countries**, have each adopted a Renewable Energy Action Plan in order to ensure that their share of the consumption of energy from renewable sources in 2020 is at least the level prescribed in the Renewable Energy Directive. Please see Part II of this Registration Document for the individual target level of France, Ireland and the UK. Whilst Norway is not an EU Member State, its government currently places considerable emphasis on increasing the supply of renewable energy evidenced by the White Paper No. 21 (2011-2012) which details a new climate and technology initiative, and Norway has also adopted a Renewable Energy Action Plan.

Each Renewable Energy Action Plan assesses the total expected contribution of each renewable energy technology to meet the mandatory targets and also contains details of the Relevant Country's national support scheme for the promotion of the use of energy from renewable sources.

Each Relevant Country will use different methods and incentives to achieve the targets set by the Renewable Energy Directive, and such national support schemes will also differentiate between the various renewable energy technologies available, including wind and solar PV.

The Company considers that the material risks related to the regulation of renewable energy policy and support schemes in the Relevant Countries are that: at any point the international community may withdraw, reduce or change its support for the increased use of energy from renewable sources (including generation of energy from wind farms or solar PV parks) which could have a material adverse effect on the support of the EU (and therefore the policy of each Relevant Country) in respect of the encouragement for the use of energy from renewable sources; and at any point the national support scheme of a Relevant Country may decline in value, be withdrawn or changed and such impact may (depending on the Relevant Country in question) be applied retrospectively to the Current Portfolio and affect Further Investments, or such national support scheme may prove to be insufficient to offset any

continuing competitive disadvantage which energy generated from wind or solar PV would otherwise have compared to energy generated from other sources (including other renewable sources as well as fossil fuels and nuclear power).

Such events would have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

**Change in renewable energy policy of the international community, the European Commission or a Relevant Country**

On 22 January 2014, the European Commission published a Communication on a policy framework for climate and energy in the period from 2020 to 2030. The framework sets out a potential future EU renewable energy target of at least 27% of energy consumption above 1990 levels, with flexibility for Member States to set their own national objectives, together with a greenhouse gas emissions reduction target of 40% below 1990 levels. The proposals set out in the Communication remain subject to political agreement being achieved and relevant legislation being passed. However, it should be noted that a key change from the period to 2020 is that the Communication does not propose binding renewable energy targets for individual EU Member States.

On 5 February 2014, the European Parliament adopted a non-binding resolution calling on the European Commission and EU Member States to adopt 3 binding targets for 2030, including a target for at least a 30% share in renewable energy consumption by 2030. The European Council published its Conclusions on the 2030 Climate and Energy Policy Framework for the EU in respect of a meeting held on 23 and 24 October. Key elements of the Conclusions are a binding EU target of an at least 40% domestic reduction in greenhouse emissions by 2030 compared to 1990 levels and an EU-wide binding target for consumption of renewable energy of at least 27% in 2030. However, draft legislation in respect of these proposals has not yet been published.

If there is a departure from a renewable energy target, it would mean that the investment opportunities and incentives for the Group would be diminished and this could have a material adverse effect on the Group's financial position, business prospects and returns to investors.

Norway's government is currently committed to its efforts in renewable energy and energy efficiency measures and there have not yet been indications that this commitment is waning; it is likely that Norway will follow the European Commission's lead with respect to renewable energy targets.

The European Commission has adopted new rules on public support for projects in the field of environmental protection and energy. The guidelines will support Member States in reaching their 2020 climate targets, while addressing the market distortions that may result from subsidies granted to renewable energy sources. A key feature of the guidelines is that the new guidelines foresee the gradual introduction of competitive bidding processes for allocating public support, while offering Member States flexibility to take account of national circumstances. The guidelines also foresee the gradual replacement of feed-in tariffs by feed-in premiums, which expose renewable energy sources to market signals. The rules do not affect schemes already in place that were approved under the existing rules.

To the extent that certain renewable technologies become mature technologies, support for such technologies by way of Feed-in Tariffs and other renewable subsidy schemes, capacity markets and grants or tax exemptions in domestic energy markets is likely to reduce.

Given the uncertainty of future legislative changes, there may also be risks of which the Company is not currently aware which would have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

**National support schemes: change in policy by a Relevant Country**

The solar PV and wind energy industries are currently dependent on political and governmental support by each of the EU's Member States, and with particular relevance to this Registration Document, the Relevant Countries.

It is not unusual for EU Member States or Norway to reform their national support schemes in order to reflect the decreasing cost of renewables and to encourage greater competitiveness on the part of renewable energy developers. An example for such a reform of the national support system is the reform of the German Renewable Sources Act (**EEG**) which entered into force on 1 August 2014 **(EEG (2014)**). However, this can cause uncertainty and can therefore discourage investment for fear of diminishing returns on initial investments.

A future change of a Relevant Country's government or a change in the Relevant Country's government policy regarding renewable energy, could lead to unfavourable renewable energy policies. Such unfavourable renewable energy policies could include a change or abandonment of the current support scheme in place.

It is likely that any such reform or change to national support schemes would have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

**National support schemes: retroactive change in policy by a Relevant Country**

There is less risk of support being reduced, withdrawn or changed for existing support-accredited projects than there is for new projects which have not yet been accredited for support. In order to maintain investor confidence, the Relevant Countries have to date ensured that the benefits already granted to operating renewable energy generation projects are exempted from future regulatory change; this practice is referred to as ''grandfathering''. Grandfathering is a policy decision and, as such, there is no guarantee that the practice of grandfathering will be continued.

There have been court judgments in the UK that support the view that a government should not make retrospective changes that reduce support for existing accredited projects, though such judgments may not be followed in the future or their precedent may be overturned by legislation. However there has also been increasing scrutiny of the cost of energy for consumers generally and in particular the costs of ''green subsidies'', and their impact on electricity bills. This has given rise to announcements by the Labour party that if they came to power following the UK general election which is expected to take place in May 2015, they would ''freeze gas and electricity prices until the start of 2017'', which has given rise to questions as to how this would be achieved and how support schemes would be affected.

In some European markets (namely Spain, Bulgaria and the Czech Republic), the policy of grandfathering has been challenged and Spain has even introduced an energy tax of 7 per cent on income from already operational renewable energy plants.

In Ireland, while ''grandfathering'' under this definition has been observed (in that the basis under which exported generation qualifies for support has not been retrospectively reduced for operational projects), the dispatch regime for operational projects has been adversely affected by the decision of the regulatory authorities in March 2013 to direct the system operators to curtail wind generators, under certain circumstances, by dispatching controllable wind generators to reduce their output on a system-wide ''*pro rata*'' basis, without regard for the date of the connection of such wind farms. Some operational wind farm developers argued during the consultation process that their dispatch regime should be ''grandfathered'', and that the burden of curtailment should be concentrated on those projects that had most recently been connected, but this suggestion was rejected by the regulators.

Past reforms to the EEG in Germany included grandfathering rules for existing plants. The new EEG (2014) also sets forth certain grandfathering rules with regard to the tariff situation of existing plants.

Unfavourable renewable energy policies, if applied retrospectively to current operating projects including those in the Current Portfolio, could adversely impact the market price for renewable energy or the Green Benefits earned from generating renewable energy. If a Relevant Country were to abandon the practice of grandfathering and apply adverse retrospective changes to the levels of support for operating projects in which the Group has a financial interest, this could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

***United Kingdom***

Until recently (see further below in respect of the introduction of Contracts for Differences (**CfDs**)), the UK has had two regimes which specifically incentivise the deployment of wind and solar PV technology, being the Renewables Obligation (**RO**) and small-scale Feed-in Tariffs (**FIT**). Wind and solar PV projects can also generate Levy Exemption Certificates. Funding for support of wind and solar PV projects is now controlled under the Levy Control Framework.

In the UK there are 3 ROs; the RO for England and Wales (managed by the Department of Energy & Climate Change, **DECC**), the RO for Scotland (managed by the Scottish Government) and the RO for Northern Ireland (managed by the Department of Enterprise, Trade and Investment, **DETI**).

The RO, FITs, CfDs, Electricity Market Reform, Levy Exemption Certificates and the Levy Control Framework are described in Part II of this Registration Document.

*Risks relating to Electricity Market Reform*

As part of Electricity Market Reform (**EMR**) in the UK, from 1 April 2017, the Renewables Obligation will be closed to new accreditation (subject to certain, limited grace periods which will permit some projects to be accredited after that date). ROCs issued after 1 April 2027 will be replaced with ''fixed price certificates''. DECC has indicated that the intention is to maintain levels and length of support for existing participants under the Renewables Obligation but there is no guarantee that this will be the case. Change in law provisions may be triggered under pre-existing power purchase agreements as a result of EMR, giving counterparties an opportunity to re-open or even terminate some PPAs.

EMR will be relevant to future investments made by the Group, particularly where future investments are supported under CFD FITs, (which are described in Part II of this Registration Document). Elements of EMR have been legislated for under the Energy Act 2013 and secondary legislation (some of which has not yet entered into force). Some projects that are not or cannot be accredited under the Renewables Obligation may not be entitled to CFD FIT support.

Solar PV and onshore wind projects will have to compete for a CFD FIT in annual allocation rounds, and as such it is less certain that they will receive support under a CFD FIT than under the Renewables Obligation. Budget may not be made available to support certain technologies in future allocation rounds. Further, a CFD FIT may be terminated if a termination event arises, leaving a project without support.

*Risks relating to the Levy Control Framework*

The Levy Control Framework has been established to make sure that DECC achieves its fuel poverty, energy and climate change goals in a way that is consistent with economic recovery and minimising the impact on consumer bills. Where the cost of renewables support regimes exceeds the relevant cap, the UK Treasury can request that DECC put in place a plan that will bring its spend back down within the cap. Support levels under the RO, FIT and CfDs may consequently require to be adjusted. Adjustments are likely to be restricted to support levels for new projects, in line with the UK government's grandfathering policy, although this cannot be guaranteed.

This could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

***France***

Law No. 2000.108, dated 10 February 2000, and its implementing decrees introduced an incentive regime that is one of France's main drivers for the development of renewable energy. The law introduced amongst other aspects the obligation to purchase renewable energy produced for either a fixed tariff or through tender procedures.

The FIT scheme provides support for energy from wind power, solar power, hydro power, biomass and geothermal sources, among other technologies. The FIT scheme is the key renewable energy sources support mechanism. The system is partially financed through public contribution to the electricity service (contribution au service public de l'électricité), which is an amount added to the electricity bill of each French electricity consumer and which provides security for investors by guaranteeing revenues for long-term renewable energy production capacity.

The tender system is intended to be used to support renewable energy technologies for which the FIT scheme does not lead to a sufficient build-out rate.

*France: change in renewable policy*

A bill on the energy transition was approved by the French National Assembly on 14 October 2014, please see Part II of this Registration Document for more detail on this draft bill. There is currently no certainty as to the content of the final bill relating to the energy transition.

*France: risks relating to the legal challenge to the French FIT*

Please refer to Part II of this Registration Document which contains a detailed overview of the legal challenges faced by the French FIT. Whilst it was ruled on 27 March 2014 that the French 2008 FIT scheme is compatible with the EU common market and a new tariff order published on 1 July 2014 on terms identical to the 2008 FIT order, the new tariff order faces renewed challenges from the same anti-wind associations that challenged the 2008 FIT order.

The outcome of these challenges and their impact on the French renewable support scheme cannot be predicted with certainty.

***Sweden, Norway and Germany***

As at the date of this Registration Document there are no assets comprised in the Current Portfolio which are located in Sweden, Norway or Germany. The Company considers that these jurisdictions are may represent potential investment opportunities in respect of any Further Investments.

The material risks which the Company considers are key with respect to these jurisdictions are highlighted below.

*Sweden and Norway: common electricity certificate market*

The Nordic electricity exchange Nord Pool Spot covers Denmark, Finland, Sweden, Norway, Estonia, Lithuania and Latvia.

On 7 September 2009, Sweden and Norway agreed to develop a common electricity certificate market which came into operation on 1 January 2012. This means that electricity certificates generated in one country can be traded and used for compliance in both Sweden and Norway. Although the electricity certificate market is operated jointly with Norway, each country has its own legislation that regulates the certificate system. There are minor differences in the way the systems operate across Sweden and Norway. For example, plants taken into operation after 2020 currently qualify for certificates in Sweden, but not in Norway.

Generators that existed as of 2003 received electricity certificates until 2012. Generators that came into existence after 2003 receive electricity certificates for a maximum of 15 years, but not beyond 2035.

A review of the joint scheme is expected to be scheduled for 2015. Past reviews resulted in an increase in the quotas obligations that underpin the market. However there is no guarantee that the same will happen when the joint scheme is reviewed. This may mean that investment by the Group in Sweden and Norway is not as financially rewarding as originally anticipated.

*Sweden and Norway: banking of electricity certificates*

Producers of electricity derive revenue from (i) the sale of power and (ii) the sale of electricity certificates (which certify that the power is produced from qualifying renewable sources). Both renewable power and the electricity certificates are usually sold on a spot basis. It is a market based system in which the price of electricity certificates is governed by supply and demand.

Unusually, the electricity certificates can be banked once issued or purchased – they do not have to be sold or used. The Swedish Energy Agency has described how the surplus can act as a ''buffer to absorb variations in the electricity market between one year to the next''. This would be relevant where a windy year (with a surplus of issued certificates) is followed by a calm year (with a shortage of issued certificates), and so the surplus certificates from the windy year can be used for compliance purposes in the calm year. There have been concerns in the market over the amount of surplus certificates that have been banked; their sudden release into the market could cause the price for certificates to drop sharply.

To address these concerns, the Swedish parliament intervened and, alongside other measures, has approved new quota obligations from 2013 which should ensure that the surplus level will reduce over the period 2013/2014. However there are no guarantees that these measures will be successful and in the event that the price of certificates in the market crashed, following any Further Investments by the Group in these Relevant Countries, there would be a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

*Germany: change in renewable policy*

The central pillar of the German renewable energy regime is the fixed FIT system combined with a guaranteed right of access to the grid for renewable energy projects. The FIT system applies for 20 years (plus the remainder of the year of commissioning) from the date of commissioning.

The German government has just recently amended the EEG. The new EEG (2014) entered into force on 1 August 2014. The EEG (2014) can be qualified as complete overhaul of the former EEG, contains several new provisions, new administrative and organizational obligations for the operators and certain yet undetermined parts, as for example with respect to the envisaged auction process.

The EEG (2014) establishes a direct marketing scheme as the standard type of remuneration available to operators of renewable energy plants. Under this direct marketing scheme the plant operator receives the contractual remuneration plus a market premium. The market premium is in principle the difference between the average monthly, technology specific market rate and the tariff (which is now described by the EEG (2014) as the reference value (*anzulegender Wert*) (for calculation of the market premium). This statutory switch to direct marketing as the primary type of remuneration for renewable energy is not so

much a change of paradigm but largely reflects the factual situation, i.e. the direct marketing scheme under the former version of the EEG was already widely used as source of revenue for renewable energy; this also reflects the intention of the German legislator of moving towards a more market driven generation. According to the EEG (2014), the tariffs are still available as an alternative remuneration mode for example in cases where direct marketing is not possible (e.g. in case of an insolvency of the direct marketer). Opting for the tariff as a remuneration alternative may however in certain circumstances be economically less attractive as the operator will be subjected to an automatic 20 per cent tariff reduction.

Different levels of FIT apply for different renewable energy types. The highest tariffs are available for solar PV energy, geothermal energy and some types of energy from biomass and offshore wind sources.

With effect from 2013 the government increased the yearly degression rate (of the FIT applicable to newly commissioned onshore wind projects) to 1.5 per cent. These moderate changes underline the fact that the onshore wind energy sector is a mature part of the energy industry and requires less start up support than other renewable energy types such as, geothermal energy, which so far only occupies a niche market in Germany.

There can be no guarantee that the FIT for onshore wind or solar PV energy will not be reduced further.

In fact the EEG (2014) sets out the initial tariff (*Anfangswert*) for onshore wind energy at 8.9 ct/kWh (incl. management premium) which is followed by the basic tarif (*Grundwert*) depending on a certain reference yield model and the tariff for PV plants (ground mounted or attached to a building) at 9.23 ct/kWh (incl. management premium). The system services bonus and the repowering bonus have been cancelled. Arguably, the EEG (2014) does reduce the pressure for further legislative change in the short and medium term. The EEG (2014) provides for the introduction of a certain auction procedure, initially (as of 2015) for ground-mounted PV projects, but as of 2017 the bidding procedure shall be mandatory for all kinds of renewable energy sources. The requirements for such auction procedures shall be set out in a regulation which shall be passed by the German legislator in the second half of 2014. The EEG (2014) sets forth grandfathering rules with regard to the auction procedure. Accordingly, onshore wind plants and PV plants (except ground-mounted PV plants) can profit from the tariff, even if they have not received the entitlement for financial aid in the framework of the auction procedure, in case the plants require a license under Federal law and if they have received such a licence by 31 December 2016 and are commissioned until 31 December 2018 at the latest.

If the FIT was to be reduced further and if there are no grandfathering rules applicable, such reduction would have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors to the extent that it has made Further Investments in Germany.

In the years 2010 to 2012 there has been a surge in solar PV plant development. In order to dampen this, in 2012 the German legislator has introduced a system by which the FIT for new solar PV projects decreases every month depending on the previously installed capacity. The system is flexible and in years with very little new capacity, the tariff's degression is lower than in years with high new capacity (in times of extremely little new capacity the tariff may even increase). According to the current EEG the tariffs for solar PV plants will decrease monthly by 0.5 per cent from 1 September 2014 onwards. In case newly commissioned capacity in 12 months prior to the respective end of a quarter exceeds 2,600 MW then the decrease will be even more. In case newly commissioned capacity in this period is below 2,400 MW then the decrease will be less or even zero. In situations of very low levels of newly built capacity, the decrease may even be negative (meaning that the tariff will actually increase).

The EEG (2014) sets forth a similar system for onshore wind. Accordingly the tariffs for onshore wind will decrease every quarter by 0.4 per cent from the year 2016 onwards. In case newly commissioned capacity in 12 months prior to the respective end of a quarter exceeds 2,600 MW then the decrease will be even more. In case newly commissioned capacity in this period is below 2,400 MW then the decrease will be less or even zero. In situations of very low levels of newly built capacity, the decrease may even be negative (meaning that the tariff will actually increase).

Furthermore, a maximum installation target for solar PV in Germany amounting to 52 GW has been introduced into the EEG in 2012 and this installation target is still applicable under the EEG (2014). Once the maximum installation target is reached, new solar PV plants will not qualify for the FIT any more. In addition, only electricity generated from solar PV plants with a nominal capacity of 10MW or less is remunerated under the EEG tariff system and solar PV plants with an output of 10kW to 1,000 kW per year only get paid for 90 per cent of the total electricity generated. Nevertheless, this 90 per cent cap for solar PV plants with an output of between 10kW to 1,000kW will not apply in respect of new solar PV plants commissioned pursuant to the EEG (2014).

These changes to the onshore wind and solar FIT may reduce the opportunities for Further Investments by the Group in Germany.

According to the EEG (2014), the current tariff structure will generally be applicable to plants commissioned as of 1 August 2014. In addition, onshore wind plants that require a licence under the German Federal Emission Control Act (*Bundesimmissionsschutzgesetz*) can profit from the old tariff structure if they are commissioned after 31 July 2014 and until 31 December 2014 and have received such a licence by 22 January 2014 at the latest.

Concerning ground-mounted PV-plants the main change in the EEG (2014) is the fact that the remuneration for such plants shall in the future be determined in an auction process. This auction process shall be performed by the Bundesnetzagentur, Germany's energy regulator. This requires secondary legislation which is not yet in place. The key issues paper of the Federal Ministry of Economics and Technology (BMWi) provides a first indication about the design of the mentioned secondary legislation and was available for public consultation until 22 August 2014. It remains to be seen, how the auction system will work and how it will affect remuneration for ground-mounted PV-plants. As soon as the secondary legislation is in place the tariffs for ground-mounted PV-plants will end 6 months after the first round of auctions has been announced. With regard to other types of renewable energy – including onshore wind – the German government intends to introduce auctioning as well. Beyond the formulation of this general goal, the EEG (2014) does not set forth any rules for such auctions for other energy types. Beyond the changes already mentioned above, the most important change that could affect newly built onshore wind capacity is the concentration on sites with a high wind yield.

**Risks relating to the sale price of electricity and associated benefits**

The Company cannot guarantee that electricity market prices, levels of FIT support or other Green Benefits, will remain at levels which will allow the Group to maintain projected revenue levels or rates of return on the wind farms and solar PV assets within the Portfolio. A significant drop in market prices for electricity or (if applicable) reductions in levels of FiTs or other Green Benefits available would have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

Generally, the price at which a wind farm or a solar PV plant sells its electricity is determined by market prices in the Relevant Country, and the level of subsidy (FITs or, in the case of the UK, the price at which ROCs and LECs can be sold) is determined by the Relevant Country's renewable energy policies. A number of broader regulatory changes to the electricity market (such as changes to transmission allocation and changes to energy trading and transmission charging) are being implemented across the EU which could have an impact on electricity prices.

A decline in the market price of electricity or a decline in the level of FIT support or other Green Benefits or the costs of other sources of electricity generation, such as fossil fuels or nuclear power, could reduce the wholesale price of electricity and thus that of electricity generated by wind farm and solar PV assets and would have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

***UK – electricity prices***

Greater integration of European electricity markets may have an effect on electricity prices in the UK.

Under the Third Energy Package, the European Council has set the end of 2014 as the deadline for achieving power market price coupling throughout Europe. Market coupling is the integration of transmission allocation and energy trading across different countries or regions to facilitate cross border exchanges of electricity. Market coupling should allow an optimal use of available capacity on interconnectors between national markets. It should also contribute to keeping electricity prices down by matching excess generation with demand in another country. Any significant reduction in electricity prices as a result could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors. Conversely, over the longer term, and assuming a significant increase in interconnection, the greater use of interconnectors may support electricity prices available for wind generators when wind is strong.

In addition to the removal of barriers to cross border trading, the energy regulator Ofgem considers that an efficient implementation of the European Target Model could require changes to the GB market arrangements, including defining electricity price zones according to structural transmission congestion rather than member state borders. This could mean separate energy price zones for Scotland and England and Wales. This would have a significant impact on the GB electricity market and may mean a reduction

in wholesale electricity prices in zones with surplus generation. Zonal pricing may result in a change in the terms of a wind farm or a solar PV plant's PPA. Market coupling and other regulatory initiatives may also lead to changes in how charges for use of the electricity networks are set including for transmission network use of system charges, transmission network losses and balancing services use of system charges.

These changes may skew the current balance of locational charges in GB to the detriment or benefit of individual generators depending on their technologies, connection voltages and locations. Any significant reduction in electricity prices or increase in operating costs which may result could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

The introduction of a capacity market in GB as part of EMR may also affect the wholesale electricity price in GB as capacity will now be remunerated on top of the wholesale electricity price. The SEM already utilises a capacity mechanism. Generators receiving support through the RO, CfDs, small scale FIT, renewable heat incentive (RHI), new entrants reserve 300 (NER300), or UK carbon capture and storage commercialisation programme will not initially be eligible to participate in the capacity market.

Any significant reduction in electricity prices because of the above could have a material adverse effect on the Group's business, financial position, results of operations, business and returns to investors.

The UK Government implemented changes to the Climate Change Levy in order to implement Carbon Price Support. Carbon Price Support increases the cost of fossil fuel electricity generation relative to renewable electricity generation. However, carbon prices are now substantially lower than was expected when Carbon Price Support was introduced. The Carbon Price Support rate per tonne of carbon dioxide (tCO2) will now be capped at a maximum of £18 from 2016 to 2017 until 2019 to 2020. This will freeze the Carbon Price Support rates across this period at around 2015 to 2016 levels. Revisions of Carbon Price Support could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

Fluctuations in power prices may occasionally result in negative power prices where a generator has to pay in order to continue generating. Under both the RO and the CFD support regimes, generators take the risk of negative power pricing. Under the RO, generators will receive subsidies for each MWh of output and so they are incentivised to continue generating even if power prices are negative. Under the CFD terms, generators will receive revenue from selling their electricity into the market as usual, but will also, under CfDs, receive a ''top-up'' from the CFD counterparty of the difference between a standardised electricity market reference price and a contractually set ''strike price'', if the electricity market reference price is lower than the strike price. The strike price is a contractually agreed level of remuneration which will support the operation of a project and will be indexed to the Consumer Price Index). If the electricity market reference price is higher than the strike price, generators will be obliged under the CfDs to pay the difference to the CFD counterparty, which it is hoped will reduce unnecessary costs to consumers when electricity prices are high. In both cases, in effect, the amount the generator has to pay to continue generating – the negative power price – will reduce the generators' total revenues. Negative power prices would have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

***France – electricity prices***

Whilst a wind farm will normally have an operating life of 25 years, French PPAs generally have a term of 15 years for onshore wind farms, and 20 years for solar PV projects. On expiry of the existing French PPAs, the electricity produced can be freely sold on the market at a negotiated price. This means that it will not be possible to guarantee the revenue which a French wind farm will receive in respect of the electricity which it produces after the expiry of a PPA subject to the FIT regime; however, the negotiated price may increase as well as decrease. Should the negotiated price fall substantially below that which is expected, this would have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

The power producer can decide to terminate the PPA subject to a three-month prior notice to EDF (or a non-nationalised distributor, **NND**). The PPA is a *pro forma* contract approved by the government ministry in charge of energy. The latest pro-forma PPA was approved on 30 July 2014. This latest pro-forma provides for an indemnity to be paid by the operator in certain circumstances, predominantly in the case of early termination of the PPA by the operator who wants to continue to operate the wind farm but sell the electricity at the wholesale electricity market price. The amount of indemnity corresponds to the portion of the payments made to the project by the contribution to the public service of electricity (*contribution au service public de l'électricité* – **CSPE**).

Payment of an indemnity could reduce the Group's revenues should the termination of PPAs be elected as a business strategy if the wholesale electricity market price warranted such a strategy.

***Ireland – EU market change***

The integration of European electricity markets pursuant to the Third Energy Package is likely to have a significant effect upon the wholesale electricity market arrangements for Ireland and Northern Ireland. The Irish and Northern Irish electricity regulators are currently re-designing the All-Ireland Single Electricity Market (**SEM**) so that it is consistent with the European Target Model for Electricity, that is currently being developed by ACER pursuant to the Third Energy Package. The working title of the redesigned market is ''Integrated Single Electricity Market'' (or ''**I-SEM**'').

In September 2014, the Irish and Northern Irish electricity regulators published a decision in relation to the high level design that is to guide the development of the I-SEM. Significant features of the high level design include:

(a) the development of centralised day-ahead and intra-day markets, which are to be the exclusive routes by which generators will be eligible (in those time frames) to make ''physical contract nominations'' (i.e. bids that will inform the physical dispatch process);

(b) the development of a real-time balancing market in which participation will be mandatory. Participants will make incremental and decremental bids, and the transmission system operators will use these bids as the basis for any deviations that need to be made, in practice, from the physical contract nominations in the day-ahead and intra-day markets;

(c) the financial exposure (known as ''balance responsibility'') of each generator to any difference in generated volume between their actual output, and the volume that they have nominated in the day-ahead and intra-day markets; and

(d) a capacity remuneration mechanism that takes the form of ''reliability options'' issued to the successful bidders in an auction. Each reliability option is a one-way contract for differences, under which the option-holder receives an option fee, in return for an obligation to refund the difference between the reference price and the option strike price, whenever the former is greater than the latter.

The September 2014 decision related solely to the high level design of I-SEM, and accordingly it is clear from the September 2014 decision that considerable detail on the design of the market is yet to be developed. Pending the finalisation of the detailed design of I-SEM, risk and uncertainty surrounds the trading prospects of those assets in the Current Portfolio, as well as any Further Investments, that will due to their location and the requirements for participation in I-SEM be exposed to the market.

Certain features of the high level design of I-SEM that have been settled may, relative to the situation under SEM, have adverse financial consequences for those assets in the Current Portfolio (as well as any Further Investments) that are to participate in I-SEM. For example, the exposure of such assets to ''balance responsibility'' may introduce, to the financial performance of such assets, a new dependency upon the accuracy of day-ahead generation forecasts. Furthermore, it is possible that the proposed reliability options will be unattractive to the Group due to the likelihood that they will only be called upon during periods of high spot market prices (which can be related to low wind generation) – in which case the Group may earn less from the revised capacity remuneration mechanism than it does at present under SEM.

The Irish and Northern Irish electricity regulators had negotiated, for the island of Ireland, a two-year postponement to the application of the Capacity Allocation and Congestion Management Network Code (a central element of the European Target Model for Electricity), whereby the code will not apply to the island until 31 December 2016. This deferred date was, for some time, also the stated deadline for the implementation of I-SEM. However, the quarterly update to the I-SEM project plan that was published by the regulators on 10 October 2014 (under reference SEM-14-091) suggests that the market is not now intended to ''go live'' until October 2017.

The design and implementation of I-SEM by the Irish and Northern Irish electricity regulators on the proposed timeline (even if ''go live'' is not intended to occur until October 2017, rather than December 2016) is widely regarded by members of the all island electricity sector as ambitious. Legal challenge to the process cannot be ruled out. Accordingly, a degree of uncertainty surrounds the timing of the implementation of the I-SEM project, with a corresponding degree of uncertainty for the trading prospects of those assets in the Current Portfolio, and any Further Investments, that are directly affected.

The REFIT renewable support scheme is the responsibility of the Department for Communications, Energy and Natural Resources (i.e. a department of the Irish government), rather than the Irish electricity regulator (or indeed the joint regulatory arrangements that are currently responsible for both the SEM and the I-SEM). Because:

(a) the calculation of REFIT payments depends upon the market prices paid through SEM; and

(b) the description, derivation and purpose of the market prices under I-SEM are likely to differ from the position in SEM,

it is likely that the REFIT scheme will need to be amended in order that, under I-SEM, it continues to provide an appropriate level of support for eligible projects.

The Irish government has not yet announced any plans for the amendment of the REFIT scheme. Pending the finalisation of any such amendment, risk and uncertainty surrounds the trading prospects of those assets in the Current Portfolio, as well as any Further Investments, that are or will be supported by the REFIT scheme.

***Sweden and Norway – electricity prices***

*Merchant risk*

As highlighted in the section entitled ''Sweden and Norway: common electricity certificate market'' above, power is usually traded on the spot market. The merchant nature of Swedish and Norwegian projects means that the Company will, if it is to invest in these markets, need to develop a strategy regarding Further Investments in this market to maximise, as well as secure, revenues from the sale of the electricity certificates and power.

Very often, this will include hedging of the power price and of the price of the electricity certificates.

There is no guarantee that this strategy will be successful.

*Sweden: bidding areas*

Sweden is divided into four geographic bidding areas reflecting the potential bottlenecks in electricity transmission in Sweden. The introduction of bidding areas was made to comply with EU Commission requirements. Different electricity prices may apply in the different bidding areas. The price in each area is determined in the daily spot market auctions. Prices in areas with production surplus will typically be lower than the system price (which is the average price for the total market given no transmissions constraints), and prices in areas with production deficit will be higher.

Area prices balance supply and demand within each of the price areas, taking into account any bottlenecks in the grid.

For example, southern Sweden has experienced an annual electricity deficit since the decommissioning of the Barsebäck nuclear power plant. Conversely, northern Sweden produces a surplus, which has resulted in electricity prices in the south being periodically higher than those in the north. In the event that electricity prices fall in areas where any Further Investments are located, this would have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

***Gas power generation – effect on electricity prices***

In late 2012 the UK government issued its ''Gas Generation Strategy''. Modelling detailed in the strategy suggests that as much as 26GW of new gas plant could be required by 2030, in part to replace older coal, gas and nuclear plant as it retires from the system. The development of new gas power projects, in the UK or indeed other countries in which the Group invests, may discourage the deployment of renewable technologies. This could be exacerbated by the uptake of significant volumes of domestically produced shale gas or any other factor that results in falls in wholesale gas prices. Any significant move to gas power generation or other modern gas technologies, and away from renewable technologies, greater than that currently assumed in the market, could negatively impact the Group's performance.

***Risks relating to electricity transmission and distribution networks***

Broad regulatory changes to the electricity market (such as changes to transmission allocation and changes to energy trading, balancing and transmission charging – please see the paragraphs below for more detail) in countries where the Group invests, could have a material adverse effect on the Group's business, financial position, results of operations and business prospects as well as an impact on returns and dividends.

**Risks relating to maintaining the connections of wind farms and solar PV parks to the electricity transmission and distribution network**

In order to export electricity, wind farms and solar PV parks must be, and remain, connected to the electricity network. This may involve a connection to the transmission and distribution networks or either of them, depending on the circumstances of a particular wind farm or solar PV park and any other Relevant Country specific requirements. At the least, a wind farm and a solar PV park must have in place the necessary connection agreements and comply with their terms in order to avoid potential disconnection or de-energisation of the relevant connection point. In the event that the relevant connection point is disconnected or de-energised, then the wind farm or solar PV park in question will not be able to export electricity to the grid. Additionally, non-compliance with, or disconnection or deenergisation under the relevant connection agreements in some instances can also lead to a breach of the PPA, giving the PPA off-taker the right to terminate. This could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

Portfolio Companies may incur increased costs or losses as a result of changes in law or regulation including changes in grid (distribution or transmission) codes or rules. Such costs or losses could adversely affect the financial performance and prospects of the Company and in particular new laws or regulation may require new equipment to be purchased at the wind farms and/or solar PV parks, or result in changes to or a cessation of the operations of the wind farms and/or solar PV parks. Portfolio Companies would assume the risk of changes in law.

***Risks relating to changes in the electricity transmission/distribution regime***

*Charges*

Charges relating to the connection to and use of the electricity transmission and distribution networks and relating to the balancing of the electricity supply and demand (whether directly or indirectly through PPAs) form part of the operating costs of a generator, whether for a wind farm or a solar PV installation.

The calculation of charges relating to the connection to and use of the electricity transmission and distribution networks can be complex and will comprise of several different elements, and will vary depending on the system in place in the Relevant Country in question. For example, in the UK, broadly speaking users of the national electricity transmission system are subject to three elements of transmission charges: connection charges, transmission network use of system charges and balancing service use of system charges. Generators connected to local distribution networks are subject to distribution use of system charges, but also receive certain ''embedded benefits'' (the mechanism by which generators connected at distribution voltage can earn reductions in transmission charges and exposure to transmission losses for their PPA suppliers).

Financial modelling cannot take account of changes to the basis of calculating such charges in any of the Relevant Countries which may occur in the future where proposals have not yet been developed with sufficient certainty. If proposals result in an increase in charges or a decrease in any available generation benefits, this may adversely impact on the business, financial position, results of operations and business prospects of the Group.

From April 2016, a new methodology to calculate Transmission Network Use of System Charges will come into force. This may have an impact on the level of charges that apply to transmission connected generating plants. This could have an adverse effect on the Group.

The progressive implementation of the findings of the Balancing Significant Code Review will lead to sharper cash out prices in case of imbalance. Where the imbalance risk is not passed on to the offtaker, this may have an adverse impact on the Group if the imbalance risk is not managed properly.

All generators can suffer losses due to planned grid outages but due to variable wind speeds and PV outputs, wind farms and solar PV parks are susceptible to incurring imbalance costs (charges or penalties imposed where actual electricity generation does not match forecast generation) even during normal operation.

It is possible to transfer the risk associated with imbalance charges to the PPA off-taker for a discount in the market price of the electricity. Where imbalance risk has not been transferred to an off-taker in respect of a generating station, the risk remains with a generator. A change in balancing arrangements which introduces sharper cash out price signals (i.e. higher charges or penalties as proposed in the UK) could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

The assets comprising the Current Portfolio were contracted so that the risk associated with imbalance charges was transferred to an off-taker under a PPA for the majority of the projects' forecast operational life. To the extent this is not the case with Further Investments, or where the Group chooses not to enter into a PPA for a generating station and decides to trade its power through the electricity market (or a PPA comes to the end of its life), it is likely to incur imbalance costs which may be substantial depending on the accuracy of its forecasts and which could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

*Guaranteed access to the grid*

As already described, it is imperative that a generator is able to connect to the grid in order to export electricity. Currently each Relevant Country implements a system of access to the grid where the grid operator is obliged to issue a connection offer to the generator upon its request, provided that there is sufficient capacity on the grid. However if this system was to be revoked, and access no longer guaranteed, this could have a material and adverse effect on the investment opportunities of the Group.

In Sweden, as of 1 January 2012 the level of revenues that a regional grid operator can recover is subject to approval by the Swedish inspectorate, based on a ''revenue frame''. This effectively puts a cap on regional grid operators' revenues. The level of the cap is calculated pursuant to a methodology approved by the Inspectorate, which takes account of standard values for the equipment used in respect of the grid. As a result, regional grid operators have less of an incentive to offer grid connection terms to wind farms for connecting to their networks where the new cap on revenue means that the project will be unprofitable or the rate of return will not be sufficient. Wind developers have recently had to come up with alternative structures to connect to the grid, often bypassing the regional network and connecting directly to the national grid. However, Svenska Kraftnät, as transmission system operator, also has its specific requirements for connecting to its network such as a minimum connection capacity under which it will not offer connection terms. This means that a single project may not on its own be able to connect and may have to join up with other developments in the area to obtain a connection. This raises several issues particularly in relation to the licensing regime, compulsory third party access, and cooperation between the different project developers.

In Ireland, high demand (largely attributable to renewable energy projects) for the connection of generation projects to the grid led to the establishment of a temporary moratorium upon the issuance of grid connection offers, followed by the establishment of a ''group processing approach'' under which applications for connection are dealt with under a highly prescriptive process. The latest iteration of this process is known as the ''Gate 3'' programme, and pursuant to this programme the system operators published, in early 2010, the list of connection applications which have been calculated by the programme to receive full firm access in the years from 2010 to 2023 (inclusive). A project that does not appear in this list is unlikely to be connected to the grid during this period.

Increased difficulties with, or obstacles to, connecting to the grid (whether in Sweden, Ireland or another Relevant Country) will have a material adverse effect on the investment opportunities of the Group in the affected country and could potentially diminish returns to investors.

***Risks relating to grid congestion***

As the focus on renewable energy policy has increased, each Relevant Country has seen a notable increase in the investment in renewable energy projects, inevitably leading to higher demand for grid capacity. This has led to concerns of ''grid congestion'' where offers of capacity carry significant cost and delay associated with major grid reinforcement. A lack of access to the grid or increased connection charges as a result of the high demand for access would have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

At the beginning of 2014, Germany's energy regulator, the Bundesnetzagentur, included the construction of 2,650 km new transmission lines mainly running between the north and south of the country by 2023 and the upgrade of 2,800 km of existing cables into the most recent version of the grid development plan presented to the German parliament. Whilst the improvements to the transmission network will benefit wind farms and solar PV parks in Germany in the long run, in the immediate future the upgrade could have an impact on generators already connected to the grid and those who intend to connect shortly. The head of DENA has called for a brake on renewables expansion until sufficient grid expansion is in place. This could have a material adverse effect on the Group's investment opportunities and, if the Group makes any Further Investments in Germany, on the Group's financial position, results of operations, business prospects and returns to investors.

The four German transmission system operators have published the first draft of the grid development plan 2014 on 6 April 2014 and forwarded the draft to the Bundesnetzagentur, Germany's energy regulator. Therein, measures for the grid optimisation and the reinforcement are prioritised more than mere grid expansion measures.

***Risks relating to grid outage and constraints on the capacity of a wind farm or solar PV park***

It is not unusual to see constraints or conditions imposed on a wind farm or a solar PV park's connection to the grid and its export of electricity at a certain time. A risk inherent to the connection to any electricity network is the limited recourse a generator has to the network operator if the wind farm or solar PV park is constrained or disconnected due to a system event on the local distribution or wider transmission system. In certain specified circumstances, the system operator can require generators (or the electricity suppliers registered as being responsible for their metering systems, or distribution system operators) to curtail their output or de-energise altogether.

In Germany, the EEG to-date guarantees that renewable energy plants have a right to gain access to the grid and with a few exemptions they have a feed-in priority over conventional power plants. In the event that it is necessary to cut off renewable energy plants from the grid temporarily, a compensation mechanism is in place to mitigate shortfalls. It may be that the rules for cut-off and the compensation mechanism will be changed in the next overhaul of the EEG in a manner detrimental to the operators of renewable energy plants.

Unlike previous editions of the EEG the current EEG (2014) explicitly deals with the problem of negative spot market prices for electricity. Negative prices can occur in cases of low electricity demand combined with an overspill of offered electricity on the spot market. Negative prices are commonly understood as a consequence of the volatility of the electricity generation from renewable energy sources.

The EEG (2014) sets forth the requirement that plants must be equipped with remote control systems if the electricity generated by these plants shall be sold under the direct marketing regime. These remote control systems shall enable the grid operator as well as the relevant direct marketing company to, *inter alia*, reduce the amount of electricity fed-into the grid by the relevant plant and even to shut down the plant. By these measures direct marketing companies shall be enabled to work actively against negative spot market prices for electricity. As the EEG (2014) does not provide for special compensation claims for plant operators in cases of reductions or shut downs by the direct marketing company the German legislator recommends including stipulations into the direct marketing agreement.

Negative spot market prices affect the remuneration of the plant operator as follows: The reference value (anzulegender Wert) – which is a synonym for the FIT under the EEG (2014) – shall be reduced to zero in case the value of single-hour contracts for the pricing zone Germany/Austria at the spot market of the EPEX Spot SE in Paris in cent per kilo Watt hour (kWh) has been negative for at least six successive hours. From this provision several plants and projects are excluded, for example plants which are commissioned before 1 January 2016. Consequently the market premium likewise decreases to zero, so that in such cases the plant operator is only remunerated by the direct marketing company if the relevant direct marketing agreement sets forth a respective remuneration under these circumstances.

In some Relevant Countries large projects may be permitted to participate in a balancing mechanism and otherwise comply with the relevant regulations to be compensated for effecting a reduction in output. In GB that mechanism is the acceptance by a system operator of a bid/offer pair that has been lodged by the project. However, most smaller projects (including the Current Portfolio and other projects in which the Group may invest) may not be permitted to participate in a balancing mechanism and therefore may not be compensated for such curtailment, or the circumstances in which compensation would be payable are limited and the amounts payable are not sufficient to cover any losses of revenue.

Constraints have been an issue in Ireland where limited grid capacity and domestic demand are insufficient to absorb large amounts of wind energy, which has led to the approval by the regulators of a ''curtailment'' process in situations in which wind energy on the Irish grid exceeds total system demand.

The Single Electricity Market Committee (**SEMC**) – combining supervision of the SEM – has published a decision on the application of curtailment to priority despatch generators. This decision confirmed the intention to adopt apportionment of curtailment on a pro-rata basis but with a defined cessation of compensation for associated lost energy. This approach means that after 1 January 2018 there will no longer be compensation payable for curtailment of wind generation regardless of the firmness of its connection. Curtailment will be applied on a pro-rata basis (with no discrimination between firm and non-firm connections, or on the basis of the timing of connection).

A ''curtailment'' event arises due to the excessive availability of wind-generated electricity at a transmission/distribution system level, which must be resolved by reducing the output of a larger number of wind farms across the system. In their March 2013 decision, the Irish regulators adopted the apportionment of curtailment on a pro-rata basis across all dispatchable wind farms, with compensation payable for such curtailment but only until the end of 2017. The pro-rata application of curtailment will occur without discrimination between firm and non-firm connections, or between the dates at which respective projects were built and energised.

Constraints – in the broader sense – are an issue in Ireland, where it is estimated that grid capacity and domestic demand will not be sufficient to absorb, at all times, the amounts of wind energy that will be generated in Ireland in the coming years. The Irish regulators have therefore approved a regime that requires the system operators to distinguish between ''constraint'' and ''curtailment'' situations, and to apply dispatch and compensation policies accordingly.

A ''constraint'' event arises due to a local problem with the transmission or distribution system, which is resolved by reducing the output of a single wind farm or a small group of wind farms. In determining the allocation of the effect of constraints, the system operators are required to give priority to the output of generators that have ''fully firm'' connections to the grid (i.e. their output should be constrained last). The consequence of this decision is that generators with ''non-firm'' connections bear the risk of a higher probability of constraint. Wind generators who participate in the SEM, and who have ''firm'' grid access under the relevant connection agreement, are compensated through the SEM Trading & Settlement Code in the event that their output is subject to constraint.

Compensation for wind generators with firm connections in ''constraint'' situations (which arise due to local transmission issues, rather than the system-wide issues that give rise to curtailment) continues unaffected by the curtailment decision referred to above – although only those generators that participate in the SEM are eligible to be so compensated. The SEMC has also decided that, in determining the allocation of the effect of constraints, priority should be granted to generators with fully firm connections (i.e. they should be constrained last). The consequence of this decision is that generators with non-firm connections bear the risk of a higher probability of constraint.

The process of determining the firmness of a generator's connection in the SEM was finalised in July 2013. All wind farm generators already connected to the distribution or transmission network in Northern Ireland as at 31 March 2012 are considered financially firm and are allocated a Firm Access Quantity (**FAQ**) equal to their Maximum Export Capacity (**MEC**). All wind farm generators with an accepted connection offer as at 31 December 2010 and awaiting connection will be considered financially firm and allocated an FAQ equal to their MEC. All other parties with an accepted connection offer after 31st December 2010 and future new connections will have an FAQ allocated on the basis of the Incremental Transfer Capability methodology (**ITC**). The Current Portfolio located in the Republic of Ireland and Northern Ireland has been allocated FAQ equal to their MEC.

Issues like curtailment and local constraints, which currently exist in a Relevant Country or which may arise in the future, are outside the control of the Company and the affected Project Companies and restrictions on a wind farm or a solar PV installation's ability to export electricity could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

**Risks relating to the price of solar PV equipment**

The price of solar PV equipment can increase or decrease. This would generally be expected to lead to corresponding changes in the value of green benefits available to new renewable power generation projects, though may not always do so. The price of solar equipment can be influenced by a number of factors, including the price and availability of raw materials, demand for PV equipment and any import duties that may be imposed on PV equipment. Changes (described further below) have recently been made to the duties imposed on solar PV modules in the EU. This legislation may have an impact on the costs for solar PV projects in the future. Increases in the cost of solar PV equipment could have a material adverse effect on the Group's ability to source projects that meet its investment criteria and consequently its business, financial position, results of operations and business prospects.

**Risk relating to the change in law**

In addition to any changes to the current renewable energy policy which the government of a Relevant Country may introduce, there may be non-policy change in law risks (i.e. change in law unrelated to

national support schemes, electricity prices and transmission/distribution) which the Portfolio Companies will generally be expected to assume under the various project documents.

There is a risk that the Portfolio Companies may fail to obtain, maintain, renew or comply with all necessary permits or that one or more of the wind farms or solar PV parks may be unable to operate within limitations that may be imposed by governmental permits or current or future land use, environmental or other regulatory or common law (judicial) requirements. This could lead to the wind farm or solar PV park in question being forced to cease exporting electricity, which would have a material adverse effect on the relevant project and potentially the reputation and financial position of the Group.

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

Notwithstanding the negative outcome of the referendum on the independence of Scotland held on 18 September 2014, there may nonetheless be further calls for a referendum with respect to the independence of Scotland in the future. The Group could face potential, significant uncertainty if any such referendum is called for in the future. The effect on the Group's assets could be far reaching if the Scottish Executive were to be given individual autonomy, particularly as this could lead to a division of the GB electricity market and new renewable energy policies or legislation.

The current Scottish Executive is supportive of renewable energy and current renewable energy policies and Scotland has very substantial renewable energy resources. However, the policy of any future administration in respect of renewable energy cannot be known at this time. Any future move to Scottish independence could have an adverse effect on the business, financial position, results of operations and business prospects of the Group.

**RISKS RELATING TO THE OPERATIONS OF THE GROUP**

**Risks relating to the operational elements of the wind farms and solar PV parks**

The Group's revenues will depend on how efficiently the equipment and components used in the wind farms and solar PV parks, such as gear boxes, rotor blades, bearings, generators, PV panels, transformers and inverters together with civil engineering works, perform from availability and operating perspective.

A defect or a mechanical failure in the equipment or a component, or an accident, which causes a decline in the operating performance of a PV panel or a wind turbine and the availability of any damaged or defective equipment or component which needs replacing together with civil engineering works will directly impact upon the revenues and profitability of that wind farm or solar PV park, as applicable. This is because failure of equipment or a decline in operating performance results in decreases in production.

Whilst the Investment Manager and the Operations Manager have incorporated an estimate of operating cost and unavailability into the financial models of the wind farms and solar PV parks within the Current Portfolio with advice received from the Company's technical advisers, it should be noted that as described in this Registration Document modelling can be inaccurate due to differences between estimates and actual performances or errors in the assumptions used.

Accordingly, the Group's revenues are materially dependent upon the quality and performance of the material, equipment and components with which the wind farms and solar PV parks are constructed, the comprehensiveness of the operational and management contracts entered into in respect of each wind farm and solar PV park, and the operational performance and lifespan of the wind turbines and solar PV panels, as applicable. Problems in the foregoing areas may result in the generation of lower electricity volumes and lower revenues than anticipated, which could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

***Equipment and components of the wind farms and solar PV parks***

The output or efficiency of the wind turbines and/or solar modules may not be at levels which were expected or the wind turbines or solar modules may have design or manufacturing defects that cause lower than expected power production. The maintenance of the wind turbines and solar modules, or delays or shortages in obtaining replacement parts or equipment, may prevent or curtail production at the affected wind farm or solar PV park. There is a risk that third-party operators of the wind farms and/or solar PV parks may fail to operate the wind farms and/or solar PV parks within the design specifications or otherwise cause operator errors.

Although ground-mounted PV installations have few moving parts and operate, generally, over long periods with minimal maintenance, PV power generation employs solar panels composed of a number of solar cells containing a PV material. These panels are, over time, subject to degradation since they are exposed to the elements, carry an electrical charge, and will age accordingly. In addition, the solar irradiation

which produces solar electricity carries heat with it that may cause the components of a photovoltaic solar panel to become altered and less able to capture irradiation effectively. To the extent that degradation of the PV solar panels is higher or efficiency is lower than currently assumed it could have a material adverse effect on the Group's financial position, results of operations and returns to investors.

To some extent, these risks can be mitigated by receipt by the relevant Portfolio Company of the benefit of any warranties or guarantees given by an equipment supplier which cover the repair and/or replacement cost of failed equipment. However, warranties and performance guarantees typically only apply for a limited period, and may also be conditional on the equipment supplier being engaged to provide maintenance services to the project. Performance guarantees may also be linked to certain specified causes and can exclude other causes of failure in performance, such as unscheduled and scheduled grid outages.

In addition, the timing of any payments under performance guarantees may result in delays in cash flow and third party credit risk must be taken. Please see the risk factor entitled ''General counterparty credit risk and reliance on contractor services'' below for more detail.

Should equipment fail or not perform properly after the expiry of any warranty or performance guarantee period and should insurance policies not cover any related losses or business interruption (including but not limited to security risks, technology failure, manufacturer defects, electricity grid forced outages, constraints or disconnection, force majeure or acts of God) the Group will bear the cost of repair or replacement of that equipment and any associated lost revenue or business interruption. Increased costs relating to repair or replacement, together with other losses set out above could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

***Operation and maintenance contracts***

The contracts governing the operation and maintenance of wind farms and solar PV parks are generally negotiated and executed at the same time as the construction documents in respect of such wind farm or solar PV park. The operation and maintenance contracts typically have a duration of 5 to 10 years. Upon their expiry or earlier termination in the event of, for example, contractor insolvency or default, there is no assurance that replacement or renewal contracts can be negotiated on similar terms, and less favourable terms could result in increased operation and maintenance costs (whether directly or through lower levels of, or no, contractual compensation for poor availability). Whilst the Investment Manager and the Operations Manager have assumed for the purposes of the financial models that replacement or renewal of the existing operation and maintenance contracts upon their expiry will result in increased costs, in the event that costs substantially increase over and above those currently assumed it could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

***Operational lifespan of the wind turbines and solar PV panels***

Wind turbines and solar panels are generally expected to operate for approximately 25 years from installation. However, the IEC design standard for wind turbines (IEC 614001) is designed for a minimum of 20 years operation, and there is limited experience of whether 25 years can be achieved.

Equally, whilst solar PV panels often come with a 20 to 25 year warranty, the reliability of a solar PV panel is not addressed by the IEC design standard for solar PV panels (IEC 61215). The lack of reliability standards is partially due to the fact that to date, insufficient data has been collected from PV fields.

Given the long-term nature of wind farm and solar PV park investment and the fact that these technologies are a relatively new investment class (commercial wind farm investments have been made in the renewable energy market since the 1990s, and commercial solar PV investment since the 2000s), there is limited experience of the operational problems that may be experienced in the later years of a project's expected operational life and which may affect wind farms, solar PV parks and the Portfolio Companies and, therefore, the Group's investment returns.

In the event that the wind turbines or the solar PV panels do not operate for the period of time assumed by the Investment Manager and the Operations Manager or require significantly more maintenance expenditure than assumed in the Portfolio Companies' business model, it could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

***Risks relating to decommissioning and restoration obligations***

Decommissioning and restoration obligations arise in respect of the majority of the wind farms and solar PV parks in the Current Portfolio, and the relevant SPV is obliged to comply with decommissioning and restoration obligations at the expiry of the life of the wind farm or solar PV park, as applicable. It is

customary for funds (whether in an account or secured by way of a bond) to be put aside in order to cover the costs of any decommissioning or restoration obligations and this is the case with respect to the majority of the Current Portfolio. The Group may incur decommissioning costs at the end of the life of a wind farm, the quantum of which is uncertain and which may be more or less than the aggregate of such funds and any scrap value or repowering benefits.

With respect to the wind farms located in France, since 12 July 2010 wind turbines have been classified as ''ICPE'' installations for the protection of the environment, and are subject to the establishment by the operator of financial guarantees with respect to the dismantling and restoration of the site. For wind farms already in operation, a transitional period defined by a decree published on 26 August 2011, has been implemented which requires a notification to the Préfet within one year from the date of the entry into force of the abovementioned decree, and the project must comply with the dismantling and restoration guarantee obligations within a four year period starting from the publication date of such decree.

In the modelling of the wind farms and solar PV parks within the Current Portfolio, the Investment Manager and the Operations Manager have assumed no residual value including any relating to repowering or life extension, and certain assumptions have been made regarding amounts to be accrued in respect of decommissioning or restoration obligations. Should any of these assumptions prove incorrect, such that a substantial additional financial contribution was required, this could have a material adverse effect on the financial position of that Portfolio Company in question and potentially also on the Group's financial position, results of operations, business prospects and returns to investors.

***Risk of theft***

Modules are the most valuable components of solar installations and due to their portability are particularly exposed to risk of theft. The Group may incur significant damage to its operations due to theft of components and modules from its solar PV parks.

**Risks relating to the construction of the wind farms and solar PV parks**

The Group may acquire Portfolio Companies or projects (including the repowering of existing assets) which have not completed their development or construction phases and are therefore not yet operating and generating power, subject to the limit described in the section entitled ''Limits'' in the Company's investment policy set out in Part I of this Registration Document. Although it is intended that the main risks of any delay in completion of the construction or any ''overrun'' in the costs of the construction have been (and, in the case of any future investments which have not yet completed the construction phases of their concessions, will be) passed on by the Portfolio Companies contractually to the relevant contractor, there is some risk that the anticipated returns of the Portfolio Companies will be adversely affected in the event that the contractual mechanisms fail, for example as a result of the financial distress of a contractor or because warranty limits or limits of liability or other contractual limits are insufficient.

**Risks relating to health and safety**

The physical location, construction, maintenance and operation of a wind farm and solar PV park pose health and safety risks to those involved. Wind farm and solar PV park construction and maintenance may result in bodily injury or industrial accidents, particularly if an individual were to fall or be electrocuted. If an accident were to occur in relation to one or more of the Group's wind farms or solar PV parks, the Group could be liable for damages or compensation to the extent such loss is not covered under existing insurance policies. Liability for health and safety could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

**Risks relating to insurance**

Wind farms and solar PV parks generally take out insurance to cover the costs of repairs and business interruption and third party liability although not all risks are insured or insurable and deductibles and/or excesses will apply. For example, losses as a result of specific circumstances such as force majeure, natural disasters, terrorist attacks or sabotage, cyber-attacks or environmental contamination may not be available at all or on commercially reasonable terms or a dispute may develop over insured risks. An event could result in severe damage or destruction to any of the wind farms and/or solar PV parks within the Current Portfolio. It is not possible to guarantee that insurance policies will cover all possible losses resulting from outages, failure of equipment, repair and replacement of failed equipment, environmental liabilities or legal actions brought by third parties (including claims for personal injury or loss of life to personnel). The

uninsured loss, or loss above limits of existing insurance policies could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

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

**Property-related risks**

A significant proportion or potentially all of the sites where the wind farm assets and solar PV assets acquired or to be acquired by the Group will be located, will be on commercial or agricultural land to which entitlement will be secured through lease agreements and/or rights in rem. Reliance upon property owned by a third party 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, invalidity of the lease agreement, termination of the lease following breach or due to other circumstances such as a mortgagee (or similar in any jurisdiction) taking possession of the property. Problems in the foregoing areas may result in disruption of operations and as a result the generation of lower electricity volumes and lower revenues than anticipated, which could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

**RISKS RELATING TO THE NATURAL ENVIRONMENT RELEVANT TO THE GROUP**

**Risks relating to harm to the natural environment and planning regimes**

Man-made structures may cause environmental hazards or nuisances to their local human populations, flora and fauna and nature generally. Projects in the EU that have the potential to harm the environment are required to undergo an Environmental Impact Assessment (**EIA**) and submit an EIA or environmental statement as part of the relevant planning or permit application. An EIA is a means of drawing together, in a systematic way, an assessment of the likely significant environmental effects arising from a proposed development. Legislation on EIAs follows the 1985 EC Directive (No. 85/337/EEC) 'on the assessment of the effects of certain public and private projects on the environment'. New legislation was then introduced following the adoption of the amended 1997 EC Directive (No. 97/11/EEC). In addition to this process, the EU Habitats Regulations require competent authorities to carry out appropriate assessments in certain circumstances where a plan or project affects a Natura (sensitive European ecology) site.

Most wind farm and solar PV projects are required to submit an EIA or environmental statement during their development, and some may affect Natura sites and be required to be assessed as such.

Accordingly, in awarding development consent or approval for such a renewable energy project, the likelihood and significance of environmental impacts will usually have been assessed and determined by a competent authority to be acceptable. Any potential residual impacts are normally mitigated by planning conditions or obligations such as ''Habitat Management Plans''. Nonetheless, the Company cannot guarantee that its wind farms and/or solar PV parks will not be considered a source of nuisance (such as from noise, television interference or shadow flicker from turbine blades in certain circumstances), pollution (for example, PV panels may contain hazardous materials, although they are sealed under normal operating conditions) or other environmental harm (e.g. if any harm is caused to local bird or bat populations such as from collisions), or that claims will not be made against the Group in connection with its wind farms and/or solar PV parks and their effects on the natural environment or humans. Claims for nuisance (such as from noise, television interference or shadow flicker) can arise due to changes in the local population (sensitivity or location), operational changes (such as deterioration of components), or from aggregation of impacts with new projects constructed subsequently in the vicinity, and irrespective of compliance with limits contained in planning consents or other relevant permits. This could also lead to increased cost from legal action, compliance and/or abatement of the generation activities for any affected wind farms and solar PV parks.

To the extent there are environmental liabilities arising in the future in relation to any wind farm or solar PV park sites including, but not limited to, decommissioning and remediation liabilities, the relevant Portfolio Company may, subject to its contractual arrangements, be required to contribute financially towards any such liabilities. For this reason, decommissioning funds are accrued by the Portfolio Companies in respect of forecast reinstatement costs, as described above.

There is also a risk of a potential deterioration in the ability to secure planning permission for small to mid-size onshore wind projects (less than 50MW) in the UK following the announcement by DECC that planning laws will be amended to require a compulsory consultation of local communities before a planning application is lodged. This change in planning law will only affect future projects and it is too early to assess the impact it will have on developments.

DECC's Community Energy Strategy seeks a commitment from the renewables industry to work with the community energy sector to substantially increase shared ownership of new commercial onshore renewables developments. In addition, it is expected that community benefit packages (whilst voluntary) will nonetheless have to increase to £5,000/MW/year for the lifetime of the wind farm. This may affect the rate at which the market expands in England and Wales. The approach to be adopted by Northern Ireland is not yet known.

Planning reform in Northern Ireland is currently subject to public consultation. The Department of the Environment for Northern Ireland (**DOE**) has proposed that as part of the secondary legislation to be enacted pursuant to the Planning Act (Northern Ireland) 2011, the construction or extension of an on-shore generating station when constructed or extended the capacity of which exceeds 30MW will be subject to scrutiny by the Planning Service of the DOE rather than by local councils. It is not yet clear what impact a reference to either decision making authority may have on developments.

**Risks relating to wind and sunlight variance and meteorological conditions**

The profitability of a wind farm or a solar PV park is dependent on the meteorological conditions at the particular site. Accordingly, the Group's revenues will be dependent upon the weather systems and the meteorological conditions at the wind farms and solar PV parks owned by the Group, and meteorological conditions at any site can vary across seasons and years. Variations in meteorological conditions occur as a result of fluctuations in the levels of wind and sunlight on a daily, monthly and seasonal basis. In particular, wind is known to experience, at times, substantial variance on a daily, monthly or seasonal basis.

For example, during calendar years 2010 and 2011 Ireland experienced average wind speeds that were materially lower than the long-term averages, as did Sweden in the first 9 months of 2013.

A sustained decline in wind conditions at any of the Group's sites could lead to a reduction in the volume of energy which the Group produces which, in turn, would have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

While there is statistical evidence that variance in annual solar irradiation is statistically relatively low compared to other renewable energy sources, it is possible that temporary or semi-permanent or permanent changes in weather patterns, including as a result of global warming or for any other reason, could affect the amount of solar irradiation received annually or during any shorter or longer period of time in locations where the investments may be located. Such changes could lead to a reduction in the electricity generated which would have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors. Such changes, perceived or otherwise, could also make solar PV less attractive as an investment opportunity and so impair the Company's potential returns which could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

Wind conditions and levels of sunlight may also be affected by man-made or natural obstructions in the vicinity of a wind farm or solar PV park, including other wind farms, forestry or nearby buildings. Obstructions affecting wind or sunlight could have a material adverse effect on revenues from individual projects which could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

**Risks relating to forecasting**

No one can guarantee the accuracy of the forecast wind or solar insolation conditions at any wind farm or any solar PV park although such forecasts are used to try to predict financial performance of investments in such projects. Forecasting can be inaccurate due to meteorological measurement errors, the reliability of the forecasting model, or errors in the assumptions applied to the forecasting model.

In particular, forecasters look at long-term data and there can be short term fluctuations.

Production data from the Current Portfolio has been made available to the Investment Manager, the Operations Manager and the Company's technical advisers to review. Production data, where available, will also be made available for review by the Investment Manager, the Operations Manager and the

Company's technical advisers before Further Investments are made. Such production data should inform the Investment Manager, the Operations Manager and the Company's technical advisers about how the wind farms and solar PV parks concerned actually perform and the power that is produced when the wind blows and the sun shines.

If wind and solar insolation conditions relevant to the Portfolio do not correspond to forecasts or to the conclusions drawn from production data, by way of negative variance and resulting in the generation of lower electricity volumes and lower revenues than anticipated, this could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

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

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

Adverse weather conditions, including hotter ambient temperatures, or extreme lows and highs of wind or pressure systems, and other extreme weather (such as flooding and/or storms) could reduce the efficiency of solar energy or wind production, thereby reducing the Group's revenues which would have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

**Risks related to correlated meteorological areas**

The meteorological performance of different areas of the UK and Ireland are correlated, as weather patterns sitting across the whole of the UK and Ireland respectively are likely to have an influence on revenues generated by wind farms and solar PV parks across the whole of the UK and Ireland. Given the emphasis on UK projects in the Current Portfolio, a reduction in revenues across the UK and Ireland could have a disproportionate impact on the Group's business, financial position, results of the operations and business prospects.

**RISKS RELATING TO FINANCING OF THE GROUP**

**Risks relating to project financing**

The Group's wind farms and solar PV parks utilise project-specific debt financings that account for a significant part of the total project funding. These debt facilities typically impose obligations on the relevant Portfolio Companies and afford certain rights and remedies to its financiers. The financing documents typically contain detailed covenants with which the relevant Portfolio Company must comply and involve a certain amount of administrative burden to monitor compliance with the financing terms.

There are often restrictions on the movement of money out of the Portfolio Company and it is typical for cash to be locked up in the project until a number of conditions are satisfied. There may be situations, for instance when project revenues or liquidity levels have decreased, in which case the Group would be required to contribute additional funds to remedy the cover ratio or other defaults or face the loss of a project.

It is typical for the financiers providing such debt financing to have a secured first priority charge on substantially all of the tangible and intangible assets of the relevant asset. If a wind farm or a solar PV park is unable to service its debt or is otherwise in breach of one or more of its obligations under the project financing agreements, the relevant financiers may be able to enforce their security interest over the wind farm and/or solar PV park assets. In addition, a number of projects may be jointly financed in a portfolio financing and, pursuant to the financing arrangements, there may be circumstances where the failure of one Portfolio Company to comply with its obligations under a financing arrangement would entitle the financier to enforce its security interest over the assets of other Portfolio Companies that are party to the same project financing arrangement. The Current Portfolio includes several such portfolio financings, as described in Part III of this Registration Document. Any such action taken by the financiers could have a material adverse effect on the Group's business, financial position, results of operations and business prospects.

The Group may enter into borrowing facilities in the short term principally to finance acquisitions. It is intended that any acquisition facility used to finance acquisitions is likely to be repaid, in normal market conditions, within a year through further equity fundraisings. However, there is no guarantee that this will

be the case and if the Group failed to raise additional funds through equity fundraisings before the maturity date of the relevant facility (which in the case of the Acquisition Facility summarised in paragraph 8.12 of Part VII of this Registration Document is three years from the date of the Acquisition Facility Agreement), it would need to repay the debt from its existing cashflows and/or realise assets to fund the repayment, either of which would have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors, including its ability to achieve its target dividend distributions and total returns. There is no certainty that the market conditions applicable to the listed infrastructure market will apply to other comparable investment companies including for these purposes other listed investment funds investing in the renewables sector.

**Risks relating to availability or terms of financing**

The global credit market is still experiencing a reduction in liquidity which in the past has significantly affected the availability and terms of financing. However, an increase in interest rates in the future or stricter financing terms imposed by financiers or an increase in costs of financiers due to changes in financial regulation will make project financing more expensive and/or limit debt sizing and debt/equity margins under the applicable financial covenants and negatively affect the Group's internal rate of return on its projects. Whilst a substantial part of the project finance in respect of the Current Portfolio has been secured at fixed rates for the long-term, if this were to occur, it could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

**Risks relating to financial modelling**

Wind farm and solar PV park acquisitions rely on large and detailed financial models to support their valuations. There is a risk that errors may be made in the assumptions or methodology used in a financial model. In such circumstances the returns generated by any wind farm and solar PV park acquired by the Group may be different to those expected.

**Inflation/deflation**

The revenues and costs of wind farm and solar PV park projects are partly or wholly affected by inflation.

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

**RISKS RELATING TO THE MANAGEMENT OF THE GROUP**

**Dependence upon key individuals and generally upon management of InfraRed and RES**

The ability of the Company to achieve its investment objective depends to a high degree on the managerial experience of the management teams associated with InfraRed (in its capacity as Investment Manager) and RES (in its capacity as Operations Manager and as asset manager), and more generally on their ability to attract and retain suitable staff. The Board will monitor the performance of InfraRed (in its capacity as Investment Manager) and RES (in its capacity as Operations Manager), and will have broad discretion to appoint a replacement of either of them after their initial term of 5 years has expired (earlier in the case of cause), but the performance of InfraRed and RES in these roles, or that of any replacement, cannot be guaranteed. In the event that the appointment of the Operations Manager is terminated, the Right of First Offer Agreement will also terminate at the same time.

InfraRed and RES (in its capacity as Operations Manager) will monitor the performance of RES (in its capacity as asset manager) through the Advisory Committee (of which InfraRed will have a majority of the membership and therefore the ability to manage any conflict of interest arising within RES). The Advisory Committee will have broad discretion to appoint a replacement asset manager in relation to a project after the current term of each contract with the respective Portfolio Company, but the performance of RES (in its capacity as asset manager) or that of any replacement cannot be guaranteed.

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

**The Managers**

In addition there is no certainty that a change of ownership will not occur in respect of the Investment Manager and/or the Operations Manager and such change of ownership could cause potential disruption to their respective businesses and/or may result in key members of the investment and management teams at the Investment Manager and/or the Operations Manager respectively being dismissed, seeking alternative employment or being deployed to another part of the InfraRed Group or the RES Group respectively.

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

Construction of wind farms and solar parks is likely to result in reliance upon services being delivered by one or more contractors. Furthermore, it is customary to develop a relationship with certain contractors over time (for example, due to the quality of their work) and therefore favour the use of certain contractors over others. In addition, the Company will be exposed, via its investments in Portfolio Companies, to third party credit risk in several instances, including, without limitation, with respect to contractors who may be engaged to construct or operate assets held by the Portfolio Companies, property owners or tenants who are leasing space to the Portfolio Companies for the locating of the assets, off-takers of energy supplied, banks who may provide guarantees of the obligations of other parties or who may commit to provide leverage to the Portfolio Company at a future date, insurance companies who may provide coverage against various risks applicable to the Portfolio Company's assets (including the risk of terrorism or natural disasters affecting the assets) and other third parties who may owe sums to the Portfolio Company.

Whilst the performance of substantial contractor services will usually be guaranteed, any such guarantees are expected to be limited in their scope and quantum and typically will not cover the full loss of profit incurred by a project in the event of a breach. Failure of a contractor to perform its contracted services and/or change in a contractor's financial circumstances in conjunction with over-reliance on particular contractors may among other things result in the relevant asset either underperforming, becoming impaired in value or falling behind its construction schedule and there can be no assurance that such underperformance, impairment or delay will be fully or partially compensated by any contractor warranty or bank guarantee.

In the event that such credit risk crystallises in one or more instances (for instance, an insurer which grants coverage becomes insolvent as a result of claims made due to a natural disaster by several persons insured by it (including the Portfolio Company) and the Portfolio Company is, consequently, unable to make substantial recovery under its own insurance policy with such insurer), this may materially adversely impact on the investment returns.

This may also require the Company to seek alternative counterparties. Counterparties within the industries in which the Group operates are limited and the Company may not be able to engage suitable replacements or suitably diversify those counterparties it engages. Furthermore, as a result of the project financing arrangements, the relevant Portfolio Company may require lender approval prior to the engagement of any replacement counterparties or contracts on materially different terms, which will further limit the number of acceptable replacement contractors. This may result in unexpected costs, delay or a reduction in expected revenues for the Group.

**Concentration risk**

The Company's investment policy is currently to focus most of its investment in onshore wind farms and solar PV parks in the Relevant Countries, which means that the Group has significant concentration risk relating to both the onshore wind and solar sectors, and particularly in the UK, as well as in Ireland, France and other Northern European countries.

Concentration risks include, but are not limited to, a change in public attitude to solar PV or wind farm generation in particular or renewable energy generation in general thereby influencing governmental support for such renewable energy sources as a reaction to voter opinion, reliance upon on-going regulatory support, reliance of wind or solar PV farm technology upon certain technological solutions, dominance of a limited number of upstream component providers to the industry and discovery of environmental factors which result in enforced changes to wind or solar PV farm installations, among others.

Such risks may have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

## RISKS RELATING TO THE GROUP

### Risks relating to completion of Further Investments

Completion of Further Investments is subject to the signing of a sale and purchase agreement and conducting, by the Company and its advisers (including with the Investment Manager and the Operations Manager), a suitable commercial, financial, technical and legal due diligence exercise and the satisfaction of certain other conditions (including raising sufficient proceeds from bank finance and/or further fund raisings and certain third party approvals).

Notwithstanding that such due diligence is undertaken, such diligence may not uncover all of the material risks affecting the wind farm, solar PV park or Portfolio Company, as the case may be, and/or such risks may not be adequately protected against in the acquisition documentation. In the event that material risks are not uncovered and/or such risks are not adequately protected against, this may have a material adverse effect on the Group.

There is also the risk that the Group may have agreed or may agree a consideration amount for one or more of the assets whether within the Current Portfolio or a Further Investment which is in excess of its or their market value. If the consideration amount paid for one or more assets is in excess of its or their market value, this may adversely affect returns to the Company and therefore investors.

Completion of such Further Investments may not occur or completion may be significantly delayed. In such circumstances, the Company might hold uninvested cash which could serve to restrain growth of its Net Asset Value for longer than anticipated and have an adverse impact on returns and results.

### Competition for further acquisitions

The growth of the Group depends upon the ability of the Investment Manager, where applicable in conjunction with the Operations Manager, to identify, select and execute Further Investments which offer the potential for satisfactory returns. The availability of suitable investment opportunities will depend, in part, upon conditions in the Relevant Countries' wind farm and solar PV markets. There can be no assurance that the Investment Manager will be able to identify, select and execute suitable opportunities to permit the Company to expand its portfolio of wind farms and solar PV projects.

Whilst the Company has a right of first offer to acquire certain wind farm and solar PV park investments of which the Operations Manager wishes to dispose which satisfy the Company's investment policy, in accordance with the First Offer Agreement, there can be no assurance that the Investment Manager will be able to identify, negotiate and execute a sufficient number of opportunities to permit the Company to expand its portfolio of renewable energy projects. Further details in relation to the First Offer Agreement are set out in paragraph 8.8 of Part VII of this Registration Document.

Changes in law or regulation, for example more restrictive planning laws, increased grid connection charges and equipment upgrades may increase the price for which Further Investments may be purchased, adversely affecting potential investor returns.

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

### Legal and regulatory

The Company must also comply with the provisions of the Companies Laws and, as its Ordinary Shares are and its C Shares will be admitted to the Official List, the Listing Rules, and the Disclosure and Transparency Rules. A breach of the Companies Laws could result in the Company and/or the Board being fined or the subject of criminal proceedings.

Due to a significant amount of reform in the regulation of financial services at both national and international level, the Group is expected to incur increased costs in relation to the implementation of new regulatory requirements and in demonstrating its on-going compliance with such regulatory requirements.

**Ability to finance further investments and enhance Net Asset Value growth**

Once the Net Proceeds of any Issue under the Share Issuance Programme are fully invested, to the extent that it does not have cash reserves available for investment, the Group will need to finance further investments either by borrowing (whether by new borrowing, utilisation of the Acquisition Facility or refinancing existing debt) or by issuing further Shares. There can be no assurance that the Group may be able to borrow or refinance on reasonable terms or that there will be a market for further Shares. Any borrowing by the Company will have to comply with the Group's limits on borrowing in its investment policy.

The ability of the Company to deliver enhanced returns and consequently realise expected real Net Asset Value growth may be dependent on access to debt facilities. Please see the risk entitled ''risks relating to leverage of the Group'' below for further information. There can be no assurance that the Group may be able to borrow on reasonable terms or at all.

**Conflicts of interest**

The Investment Manager and/or the Operations Manager may be involved in other financial, investment or professional activities that may on occasion give rise to conflicts of interest with the Company. In particular, the Investment Manager currently serves other clients, and expects to continue to provide investment management, investment advice or other services in relation to those clients and new companies, funds or accounts that may have a similar investment objectives and/or policies to that of the Company and may receive *ad valorem* and/or performance-related fees for doing so.

As a result, the Investment Manager may have conflicts of interest in allocating investments among the Company and its other clients and in effecting transactions between the Company and its other clients. The Investment Manager may give advice or take action with respect to its other clients that differs from the advice given or actions taken with respect to the Company.

In addition, the Operations Manager is expected to remain active in a broad range of business activities within the renewable energy infrastructure industry beyond the services provided by the Operations Manager to the Company and this may on occasion give rise to conflicts of interest with the Company.

The Operations Manager may also invest as principal in assets which fall within the Company's investment policy.

There is a risk that, as the fees of the Investment Manager and the Operations Manager are based on Net Asset Value, the Investment Manager and/or the Operations Manager may be incentivised to grow the Net Asset Value, rather than just the value of the Ordinary Shares.

Further information on conflicts of interest is set out in Part IV of this Registration Document.

**Risks relating to control of investments**

In respect of the Current Portfolio, the Company owns and controls 100 per cent of the wind farm and solar PV park Portfolio Companies. The Group may own minority shareholdings in certain wind farms and solar PV parks in the future, and in that case it will be limited in the amount of control it has over the operation of those wind farms and solar PV parks and ownership of the other shares in those wind farms.

The Group will have limited rights over the sales by other shareholders of their shares in wind farms and solar PV parks where the Group is a minority shareholder. Any contractual documentation entered into with co-investors will include finance and shareholder agreements which will contain certain minority restrictions and protections. These protections may limit the ability of the Group to have control over the underlying investments and the Group may, therefore, have only limited influence over material decisions taken in relation to any investment in which it is a minority shareholder. The interests of the Group and those of any co-investors (including majority shareholders) may not always be aligned and this may lead to investment decisions being taken that are not in the best interests of the Group.

**Economic conditions**

Changes in general economic and market conditions including, for example, interest rates, rates of inflation, industry conditions, competition, political events and trends, tax laws, national and international conflicts and other factors could substantially and adversely affect the Company's prospects and thereby the performance of its shares.

**Risks relating to leverage of the Group**

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

Constraints on the availability of bank or bond debt and its pricing as a result of prevailing market conditions may affect the ability of the Group to raise or to refinance debt and in the absence of additional equity result in the Group having to forego acquisition opportunities or sell assets to avoid defaulting on its obligations. The Cornwall Solar Projects have a relatively short period until refinancing which will be required in July 2017. No assurance can be given as to the ability to refinance or avoid default on these or any other assets in the Current Portfolio or as to the refinancing terms that may be available where refinancing is possible.

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

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

The relevant covenant, as well as the extent of the breach, will affect the consequences of any covenant breach.

The Group may also have to offer security over its underlying assets in order to secure indebtedness.

Any failure by the Group to fulfil obligations under any related financing documents (including repayment) may permit a lender to demand repayment of the related loan and to realise its security.

In the event that such security involves the lender taking control (whether by possession or transfer of ownership) of the Group's underlying assets, the Group's returns may be adversely impacted.

In either case, this could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

The Group may enter into borrowing facilities in the short term principally to finance acquisitions. It is intended that any acquisition facility used to finance acquisitions is likely to be repaid, in normal market conditions, within a year through further equity fundraisings however there is no guarantee that this will be the case. There is no certainty that the market conditions applicable to the listed infrastructure market will apply to other comparable investment companies including for these purposes other listed investment funds investing in the renewables sector.

**Limited operating history**

The Company was incorporated on 30 May 2013 and other than the period from the IPO Admission to 30 June 2014, covered by the 2013 Accounts and the interim financial statements for the six months ended 30 June 2014, has no operating history or revenues. Investors therefore do not have an extensive basis on which to evaluate the Company's ability to achieve its investment policy. The past performance of the Current Portfolio, other investments managed and monitored by the Investment Manager, the Operations Manager or their respective associates is not a reliable indication of the future performance of the investments held by the Group.

**Costs forecasting and benchmarking**

Investment decisions are based upon assumptions as to timing and on-going costs of the Group. To the extent that the actual costs incurred differ from the forecast costs and cannot be passed on to contractors, the expected investment returns may be adversely affected.

**Credit risk of banks or other financial institutions**

Pending investment of the Net Proceeds of the Issue in accordance with the investment policy, the Company's assets will be subject to the credit risk of the banks or other financial institutions with which they are deposited. Following Admission and pending its investment of surplus cash in accordance with the Company's cash management policy, the Company will hold a sum of cash, which it will deposit with banks or other financial institutions or otherwise hold in accordance with the cash management provisions of the investment policy. If any such bank, financial institution or counterparty were to become insolvent, or default on its obligations, the Company would be exposed to the potential loss of the sum deposited.

This would have a material adverse effect on the Group's financial position, results of operations, business prospectus and returns to investors.

**Compensation risk**

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

**Alternative Investment Fund Managers Directive**

**AIFM Directive**

The AIFM Directive seeks to regulate alternative investment fund managers and imposes obligations on managers who manage alternative investment funds in the EU or who market shares in such funds to EU investors. In order to obtain authorisation under the AIFM Directive, an AIFM would need to comply with various organisational, operational and transparency obligations, which may create significant additional compliance costs, some of which may be passed to investors in the AIF and may affect dividend returns.

The Company is categorised as an internally managed non-EU AIF for the purposes of the AIFM Directive and as such neither it nor the Investment Manager is required to seek authorisation under the AIFM Directive. However, following national transposition of the AIFM Directive in a given EU member state, the marketing of shares in AIFs that are established outside the EU (such as the Company) to investors in that EU member state is prohibited unless certain conditions are met. Certain of these conditions are outside the Company's control as they are dependent on the regulators of the relevant third country (in this case Guernsey) and the relevant EU member state entering into regulatory co-operation agreements with one another.

The Company cannot guarantee that such conditions will be satisfied. In cases where the conditions are not satisfied, the ability of the Company to market its shares or raise further equity capital in the EU may be limited or removed.

Any regulatory changes arising from implementation of the AIFM Directive (or otherwise) that limit the Company's ability to market future issues of its Shares could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

At some point after 2018 it may be the case that a passport will be phased in to allow the marketing of non-EU AIFs such as the Company and that private placement regimes will be phased out, although this is currently uncertain. Both the phasing in of the passport and the phasing out of national private placement regimes may increase the regulatory burden on the Company.

Consequently, there may in the future be restrictions on the marketing of the Company's Shares in the EU, which in turn may have a negative effect on marketing and liquidity generally in the Company's Shares. In addition, certain registration and reporting requirements in relation to any future marketing are likely to lead to an increase in the costs borne by the Company.

**NMPI Regulations**

On 1 January 2014 the Unregulated Collective Investment Schemes and Close Substitutes Instrument 2013 (the **NMPI Regulations**) came into force in the UK. The NMPI Regulations extend the application of the existing UK regime restricting the promotion of unregulated collective investment schemes by FCA authorised persons (such as independent financial advisers) to other ''non-mainstream pooled investments'' (or **NMPIs**). With effect from 1 January 2014, FCA authorised independent financial advisers and other financial advisers are restricted from promoting NMPIs to retail investors who do not meet certain high net worth tests or who cannot be treated as sophisticated investors.

Although consultations on this subject by the FCA had suggested the Company and entities like it would be excluded from the scope of the NMPI Regulations (and thereby capable of promotion to all retail investors), the final NMPI Regulations and guidance from the FCA means that in order for the Company to be outside of the scope of the NMPI Regulations, the Company will need to rely on the exemption available to non-UK resident companies that are equivalent to investment trusts. This exemption provides that a non-UK resident company that would qualify for approval by HMRC as an investment trust were it resident and listed in the UK will be excluded from the scope of the NMPI Regulations. The principal relevant requirements to qualify as an investment trust are that: (1) the Company's business must consist of investing 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) the Ordinary Shares must be admitted to trading on a Regulated Market; (3) the Company must not be a close company (as defined in Chapter 2 of Part 10 CTA 2010); and (4) the Company must not retain in respect of any accounting period an amount which is greater than 15 per cent of its income.

On 7 January 2014 the Board confirmed, following receipt of legal advice, that it conducts the Company's affairs and intends to continue to conduct the Company's affairs, such that the Company would qualify for approval as an investment trust if it were resident in the UK. It is the Board's intention that the Company will continue to conduct its affairs in such a manner and as such the Company will be outside of the scope of the NMPI Regulations for such time as it continues to satisfy the conditions to qualify as an investment trust. If the Company is unable to meet those conditions in the future, for any reason, consideration would be given to applying to the FCA for a waiver of the application of the NMPI Regulations in respect of the Company's Shares.

If the Company ceases to conduct its affairs so as to satisfy the non-UK investment trust exemption to the NMPI Regulations and the FCA does not otherwise grant a waiver, the ability of the Company to raise further capital from retail investors may be affected. In this regard, it should be noted that, whilst the publication and distribution of a prospectus (including the Prospectus) is exempt from the NMPI Regulations, other communications by ''approved persons'' could be restricted (subject to any exemptions or waivers).

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

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

**Taxation risks**

Representations in this Registration Document and the Securities Note concerning the taxation of Shareholders and the Company are based on law and practice as at the date of this Registration Document. These are, in principle, subject to change and prospective investors should be aware that such changes may affect the Company's ability to generate returns for Shareholders and/or the taxation of such returns to Shareholders. If you are in any doubt as to your tax position you should consult an appropriate independent professional adviser.

Any change in the Company's tax status, or in taxation legislation or the taxation regime, or in the interpretation or application of taxation legislation applicable to the Company or the companies comprised in the Portfolio, could affect the value of the investments held by the Company, the Company's ability to achieve its stated objective, the Company's ability to provide returns to Shareholders and/or alter the post-tax returns to Shareholders.

A number of countries have introduced beneficial tax and subsidy regimes to support the generation of renewable energy. In at least one instance this regime has been subject to retrospective change by the jurisdiction concerned. There is no guarantee such changes will not be introduced in the UK or the other Relevant Countries. Any such change could have a material adverse effect on the Group's financial position, results of operations, business prospects and returns to investors.

The specific risk relating to future carbon taxes in the UK excluding Northern Ireland is referred to above under the heading ''UK electricity prices'' above.

**Offshore funds**

Part 8 of the Taxation (International and Other Provisions) Act 2010 contains provision for the UK taxation of investors in offshore funds. Whilst the Company does not expect to be treated as an offshore fund it does not make any commitment to investors that it will not be treated as one. Investors should note the statements made in this Registration Document in respect of discount management and should not expect to realise their investment at a value calculated by reference to Net Asset Value.

**Tax residence**

Failure by the Company to maintain its non-UK tax resident status may subject the Company to additional taxes which may materially adversely affect the Company's business, results of operations and the value of the Ordinary Shares and the C Shares. In order to maintain its non-UK tax resident status, the Company is required to be controlled and managed outside the United Kingdom. The composition of the Board of Directors of the Company, the place of residence of the individual Directors and the location(s) in which the Board of Directors of the Company makes decisions will, *inter alia*, be important in determining and maintaining the non-UK tax resident status of the Company. Although the Company is established outside the United Kingdom and a majority of the Directors of the Company live outside the United Kingdom, continued attention must be given to ensure that major decisions are not made in the United Kingdom or the Company may lose its non-UK tax resident status. If the Company was found to be UK tax resident this may adversely affect the financial condition of the Company, results of operations, the value of the Ordinary Shares and the C Shares and/or the after-tax return to the Ordinary Shareholders and the C Shareholders.

**Exchange controls and withholding tax**

The Company may from time to time purchase investments that will subject the Company to exchange controls or withholding taxes in various jurisdictions. In the event that exchange controls or withholding taxes are imposed with respect to any of the Company's investments, the effect will generally be to reduce the income received by the Company from such investments. Any reduction in the income received by the Company may lead to a reduction in the dividends, if any, paid by the Company.

**United States Tax Withholding and Reporting under the Foreign Account Tax Compliance Act (FATCA)**

Under the FATCA provisions of the U.S. Hiring Incentives to Restore Employment (HIRE) Act, where the Company invests directly or indirectly in U.S. assets, payments to the Company of U.S.-source income after 31 December 2013, gross proceeds of sales of U.S. property by the Company after 31 December 2016 and certain other payments received by the Company after 31 December 2016 will be subject to 30 per cent. U.S. withholding tax unless the Company complies with FATCA. FATCA compliance can be achieved by entering into an agreement with the US Secretary of the Treasury under which the Company agrees to certain U.S. tax reporting and withholding requirements as regards holdings of and payments to certain investors in the Company or, if the Company is eligible, by becoming a ''deemed compliant fund''. Guernsey has entered into an intergovernmental agreement with the US regarding the implementation of FATCA and under which certain disclosure requirements will be imposed in respect of certain investors in the Company who are residents or citizens of the US. See ''FATCA – US-Guernsey Intergovernmental Agreement'' in Part III of the Securities Note for further information. Any amounts of U.S. tax withheld may not be refundable by the U.S. Internal Revenue Service (**IRS**). Potential investors should consult their advisors regarding the application of the withholding rules and the information that may be required to be provided and disclosed to the Company and in certain circumstances to the IRS as will be set out in the final FATCA regulations. The application of the withholding rules and the information that may be required to be reported and disclosed are uncertain and subject to change.

Shareholders may be required to provide certain information to the Company in order to enable the Company to comply with its FATCA obligations in accordance with the Articles. If a Shareholder fails to provide the required information within the prescribed period, the Board may treat that Shareholder as a Non-Qualified Holder (as defined in the Articles) and require the relevant Shareholder to sell its Shares in the Company. In addition, the Company may incur additional costs in meeting its reporting obligations under FATCA.

Whilst the Company will seek to satisfy its obligations under each of the US-Guernsey IGA, the UK-Guernsey IGA, the Multilateral Agreement and the CRS as implemented in Guernsey pursuant to regulations and to guidance (which is yet to be published in final form) in order to avoid the imposition of any financial penalties under Guernsey law, the ability of the Company to satisfy such obligations will depend on receiving relevant information and/or documentation about each investor and where

appropriate the direct and indirect beneficial owners of the interests held in the Company. There can be no assurance that the Company will be able to satisfy such obligations.

**The Company expects that it will be classified as a passive foreign investment company**

The Company expects to be treated as a PFIC for U.S. federal income tax purposes because of the composition of its assets and the nature of its income. If so treated, investors that are U.S. persons for the purposes of the U.S. Internal Revenue Code may be subject to adverse U.S. federal income tax consequences on a disposition or constructive disposition of their New Shares and on the receipt of certain distributions. U.S. investors should consult their own advisers concerning the U.S. federal income tax consequences that would apply if the Company is a PFIC and certain U.S. federal income tax elections that may help to minimise adverse U.S. federal income tax consequences. See Part III of the Securities Note. The Company does not expect to provide to U.S. holders of New Shares the information that would be necessary in order for such persons to make qualified electing fund (QEF) elections with respect to their New Shares, and as a result, U.S. holders of such Shares will not be able to make such elections.

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

## IMPORTANT INFORMATION

The Prospectus should be read in its entirety before making any application for New Ordinary Shares or C Shares. In assessing an investment in the Company, investors should rely only on the information in the Prospectus. No person has been authorised to give any information or make any representations other than those contained in the Prospectus and, if given or made, such information or representations must not be relied on as having been authorised by the Company, the Board, the Investment Manager, the Operations Manager or either of the Joint Sponsors and any of their respective affiliates, directors, officers, employees or agents or any other person.

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

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

Apart from the liabilities and responsibilities (if any) which may be imposed on either of the Joint Sponsors by FSMA or the regulatory regime established thereunder, neither of the Joint Sponsors makes any representation or warranty, express or implied, nor accepts any responsibility whatsoever for the contents of the Prospectus including its accuracy, completeness or verification or for any other statement made or purported to be made by it or on its behalf in connection with the Company, the Investment Manager, the Operations Manager, the New Ordinary Shares, C Shares or the Share Issuance Programme. Each of the Joint Sponsors (and their respective affiliates, directors, officers or employees) accordingly disclaims all and any liability (save for any statutory liability) whether arising in tort or contract or otherwise which it might otherwise have in respect of the Prospectus or any such statement.

**Regulatory information**

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

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

Prospective investors should consider carefully (to the extent relevant to them) the notices to residents of various countries set out on pages 42 to 44 of the Securities Note.

***Bailiwick of Guernsey***

The Company is a registered closed-ended investment scheme registered pursuant to the Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended, and the Registered Collective Investment Scheme Rules 2008 (the **Rules**) issued by the Guernsey Financial Services Commission (the **Commission**). The Commission, in granting registration, has not reviewed the Prospectus but has relied upon specific warranties provided by the Administrator, the Company's designated manager for the purposes of the Rules.

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

A registered collective investment scheme is not permitted to be directly offered to the public in Guernsey but may be offered to regulated entities in Guernsey or offered to the public by entities appropriately licensed under The Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended.

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

**Investment considerations**

An investment in the Company is suitable only for investors who are capable of evaluating the risks and merits of such investment, who understand the potential risk of capital loss and that there may be limited

liquidity in the underlying investments of the Company, for whom an investment in the New Ordinary Share or C Shares constitutes part of a diversified investment portfolio, who fully understand and are willing to assume the risks involved in investing in the Company and who have sufficient resources to bear any loss (which may be equal to the whole amount invested) which might result from such investment.

Typical investors in the Company are expected to be institutional investors and professionally advised private investors. Investors may wish to consult their stockbroker, bank manager, solicitor, accountant or other independent financial adviser before making an investment in the Company.

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

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

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

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

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

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

All Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of the provisions of the Articles of Incorporation, which investors should review. A summary of the Articles of Incorporation can be found in paragraph 7 of Part VII of this Registration Document and a copy of the Articles of Incorporation is available on the Company's website www.trig-ltd.com.

**Forward-looking statements**

The Prospectus includes statements that are, or may be deemed to be, ''forward-looking statements''.

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

All forward-looking statements address matters that involve risks and uncertainties and are not guarantees of future performance. Accordingly, there are or will be important factors that could cause the Company's actual results of operations, performance or achievement or industry results to differ materially from those indicated in these statements. These factors include, but are not limited to, those described on pages 1 to 29 of this Registration Document and the section in the Securities Note entitled ''Risk Factors'', which should be read in conjunction with the other cautionary statements that are included in the Prospectus.

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

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

These forward-looking statements apply only as of the date of the Prospectus. Subject to any obligations under the Listing Rules, the Disclosure and Transparency Rules and the Prospectus Rules, the Company undertakes no obligation publicly to update or review any forward-looking statement whether as a result of new information, future developments or otherwise. Prospective investors should specifically consider the factors identified in the Prospectus which could cause actual results to differ before making an investment decision.

Nothing in the preceding five paragraphs should be taken as limiting the working capital statement contained in paragraph 6 of Part V of the Securities Note.

**Further Issues under the Share Issuance Programme**

In addition to placings pursuant to the Share Issuance Programme described in the Securities Note dated the date of this document, this Registration Document may form part of any prospectus published in connection with an issue of New Shares under the Share Issuance Programme comprising a pre-emptive open offer and/or a non-pre-emptive offer for subscription which require the publication of a new Securities Note and Summary.

**No incorporation of website**

The contents of the Company's website at www.trig-ltd.com do not form part of the Prospectus.

Investors should base their decision to invest on the contents of the Prospectus alone and should consult their professional advisers prior to making an application to subscribe for New Shares.

**Market, economic and industry data**

***Presentation of information***

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

***Currency presentation***

Unless otherwise indicated, all references in this Registration Document to ''GBP'', ''Sterling'', ''pounds sterling'', ''£'', ''pence'' or ''p'' are to the lawful currency of the UK and all references to ''euros'' and ''€'' are to the lawful currency of the participating member states of the Eurozone (the geographic and economic region that consists of all the European Union countries that have fully incorporated the euro as their national currency).

**Latest Practicable Date**

Unless otherwise indicated, the latest practicable date for the inclusion of information in this Registration Document is at the close of business on 26 November 2014.

**Definitions**

A list of defined terms used in this Registration Document is set out on pages 117 to 125 of this Registration Document and on pages 114 to 116 in the Glossary.

**Governing law**

Unless otherwise stated, statements made in the Prospectus are based on the law and practice currently in force in England and Wales, Scotland, France, the Republic of Ireland, Guernsey, Germany, Sweden and Norway (as appropriate) and are subject to changes therein.

**2014 Tap Issue and Fee Share Issues**

The Prospectus relates not only to the issue of the New Shares but also sets out information relating to the 2014 Tap Issue and the Fee Shares.

The gross issue proceeds received by the Company from the 2014 Tap Issue, comprising the issue of 36,738,423 Ordinary Shares, were approximately £38.6 million, and the aggregate expenses of the Tap Issue amounted to approximately £0.4 million. The net proceeds (being £38.2 million) were used to substantially repay sums drawn down under the Acquisition Facility.

In accordance with the Investment Management Agreement and the Operations Management Agreement, the Investment Manager and the Operations Manager were issued in aggregate 235,351 fully paid Fee Shares on 25 March 2014 and in aggregate a further 319,205 fully paid Fee Shares on 23 September 2014.

## DIRECTORS, AGENTS AND ADVISERS

| | |
|---|---|
| **Directors (all non-executive)** | Helen Mahy (Chairman)<br>Jonathan (Jon) Bridel<br>Klaus Hammer<br>Shelagh Mason<br><br>all of:<br>1 Le Truchot<br>St Peter Port<br>GY1 1WD<br>Guernsey |
| **Investment Manager** | **InfraRed Capital Partners Limited**<br>12 Charles II Street<br>London<br>SW1Y 4QU |
| **Operations Manager** | **Renewable Energy Systems Limited**<br>Beaufort Court<br>Egg Farm Lane<br>Kings Langley<br>Hertfordshire<br>WD4 8LR |
| **Administrator, Designated Manager and Company Secretary** | **Dexion Capital (Guernsey) Limited**<br>1 Le Truchot<br>St Peter Port<br>Guernsey<br>GY1 1WD |
| **Registrar** | **Capita Registrars (Guernsey) Limited**<br>Mont Crevelt House<br>Bulwer Avenue<br>St Sampson<br>Guernsey<br>GY2 2LH |
| **Joint Sponsor and Joint Bookrunner** | **Canaccord Genuity Limited**<br>88 Wood Street<br>London<br>EC2V 7QR |
| **Joint Sponsor and Joint Bookrunner** | **Jefferies International Limited**<br>Vintners Place<br>68 Upper Thames Street<br>London<br>EC4V 3BJ |
| **Auditors** | **Deloitte LLP**<br>Regency Court Esplanade<br>St Peter Port<br>Guernsey<br>GY1 3HW |
| **Reporting Accountants** | **KPMG LLP**<br>15 Canada Square<br>London<br>E14 5GL |
| **Legal advisers to the Company as to English and French Law** | **Norton Rose Fulbright LLP**<br>3 More London Riverside<br>London<br>SE1 2AQ |

| | |
|---|---|
| **Legal advisers to the Company as to Guernsey Law** | **Carey Olsen**<br>P.O. Box 98 Carey House<br>Les Banques<br>St Peter Port<br>Guernsey<br>GY1 4BZ |
| **Legal advisers to the Joint Sponsors and Joint Bookrunners as to English Law** | **Hogan Lovells International LLP**<br>Atlantic House<br>Holborn Viaduct<br>London<br>EC1A 2FG |
| **Principal Bankers** | **Royal Bank of Scotland International**<br>Royal Bank Place<br>1 Glategny Esplanade<br>St Peter Port<br>Guernsey<br>GY1 4BQ<br><br>**National Australia Bank Limited**<br>88 Wood Street<br>London<br>EC2V 7QQ |

# PART I

## INFORMATION ON THE COMPANY

**Investment objective**

The Company seeks to provide investors with long-term, stable dividends, whilst preserving the capital value of its investment portfolio principally through investment, in a range of operational assets which generate electricity from renewable energy sources, with a particular focus on onshore wind farms and solar PV parks. The Company is targeting an annualised dividend of 6 pence per Ordinary Share and will aim to increase this dividend progressively in line with inflation over the medium term.

The Company is targeting an IRR in the region of 8 to 9 per cent (net of expenses and fees) on the original IPO Issue Price of its Ordinary Shares in July 2013, to be achieved over the longer term via active management of the investment portfolio and reinvestment of excess cash flows.

**Investment policy**

In order to achieve its investment objective, the Company invests principally in operational assets which generate electricity from renewable energy sources, with a particular focus on onshore wind farms and solar PV parks.

Investments are made principally by way of equity and shareholder loans which will generally provide for 100 per cent or majority ownership of the assets by the Holding Entities. In circumstances where a minority equity interest is held in the relevant Portfolio Company, the Holding Entities will secure their respective shareholder rights (including voting rights) through shareholder agreements and other transaction documentation.

The Group aims to achieve diversification principally through investing in a range of portfolio assets across a number of distinct geographies and a mix of renewable energy technologies.

***Investment Limits***

Investments are focused in the UK and Northern European countries (including France, Ireland, Germany and Scandinavia) where the Directors, the Investment Manager and the Operations Manager believe there is a stable renewable energy framework. Not more than 50 per cent of the Portfolio Value (calculated at the time of investment) may be invested in investments that are located outside the UK.

Investments are primarily made in onshore wind farms and solar PV parks, with the amount invested in other forms of energy technologies (such as biomass or offshore wind) limited to 10 per cent of the Portfolio Value, calculated at the time of investment.

Investments in Portfolio Companies which have assets under development or construction (including the repowering of existing assets) may not account for more than 15 per cent of the Portfolio Value, calculated at the time of investment.

The Company will not invest more than 15 per cent, in aggregate, of the value of its total assets in other investment companies or investment trusts that are listed on the Official List.

In order to ensure that the Group has an adequate spread of investment risk, it is the Company's intention that no single asset will account for more than 20 per cent of the Portfolio Value, calculated at the time of investment.

***Gearing Limit***

The Group may enter into borrowing facilities in the short term, principally to finance acquisitions. Such short term financing is limited to 30 per cent of the Portfolio Value. It is intended that any acquisition facility used to finance acquisitions is likely to be repaid, in normal market conditions, within a year through further equity fundraisings.

Wind farms and solar parks, typically with 25 year operating lives, held within Portfolio Companies generate long-term cash flows that can support longer term project finance debt. Such debt is non-recourse and typically is fully amortising over a 10 to 15 year period. There is an additional gearing limit in respect of such non-recourse debt of 50 per cent of the Gross Portfolio Value (being the total enterprise value of such Portfolio Companies), measured at the time the debt is drawn down or acquired as part of an investment. The Company may, in order to secure advantageous borrowing terms, secure a project finance facility over a group of Portfolio Companies and may acquire Portfolio Companies which have project finance arranged in this way.

***Revenue***

Generally, the Group will manage its revenue streams to moderate its revenue exposure to merchant power prices with appropriate use of Power Purchase Agreements, Feed-in Tariffs and green certificates.

***Hedging***

The Company may borrow in currencies other than Pounds Sterling as part of its currency hedging strategy.

The Group may enter into hedging transactions in relation to currency, interest rates and power prices for the purposes of efficient portfolio management. The Group will not enter into derivative transactions for speculative purposes.

***Cash Balances***

When the Company is not fully invested and pending reinvestment or distribution of cash receipts, cash received by the Group will be held as cash, or invested in cash equivalents, near cash instruments or money market instruments.

***Origination of Further Investments***

Each of the investments comprising the Current Portfolio complies with the Company's investment policy and Further Investments will only be acquired if they comply with the Company's investment policy. It is expected that Further Investments will include operational onshore wind and solar PV investments that have been originated and developed by the Operations Manager. The Company will also review investment opportunities originated by third parties, including from investment funds managed or advised by the Investment Manager or its affiliates.

Pursuant to the First Offer Agreement, the Company has a contractual right of first offer, for so long as the Operations Manager remains the operations manager of the Company in respect of the acquisition of investments in projects of which the Operations Manager wishes to dispose and which are consistent with the Company's investment policy. It is envisaged that the Operations Manager will periodically make available for sale further interests in projects although there is no guarantee that this will be the case. Investment approvals in relation to any acquisitions of investments from the Operations Manager will be made by the Investment Manager through the Investment Committee.

Furthermore, any proposed acquisition of assets by the Group from InfraRed Funds will be subject to detailed procedures and arrangements established to manage any potential conflicts of interest that may arise. In particular, any such acquisitions will be subject to approval by the Directors (who are all independent of the Investment Manager and the Operations Manager) and will also be subject to an independent private valuation in accordance with valuation parameters agreed between the InfraRed Funds and the Company.

A key part of the Company's investment policy is to acquire assets that have been originated by RES by exercising the Company's rights under the First Offer Agreement. As such, the Company will not seek the approval of Shareholders for acquisitions of assets from the Operations Manager or members of its group in the ordinary course of its Investment Policy.

However, in the event that the Operations Manager is categorised as a substantial shareholder of the Company for the purposes of the Listing Rules (i.e. it holds 10 per cent or more of the Company's issued share capital and for a period of 12 months after its shareholding first drops below this threshold), the related party requirements of Chapter 11 of the Listing Rules will apply to the acquisition of solar assets from the Operations Manager or any member of its group and accordingly the Company will seek shareholder approval, as necessary, for such acquisitions.

Further Investments will be subject to satisfactory due diligence and agreement on price which will be negotiated on an arm's length basis and on normal commercial terms. It is anticipated that any Further Investments will be acquired out of existing cash resources, borrowings, funds raised from the issue of new capital in the Company or a combination of the three.

***Repowering***

The Company has the sole discretion to repower projects in its investment portfolio. For these purposes, repowering will include the removal of substantially all of the old electricity generating equipment in relation to a project, and the construction of new electricity generating equipment excluding, for the avoidance of doubt, repair, maintenance and refurbishment of existing equipment.

Where the Company determines to repower a project originally acquired from the Operations Manager, the Operations Manager has the first option to repower such assets in partnership with the Company, whilst the Company has the right to acquire the newly constructed assets on completion, subject to satisfactory due diligence and for a price determined in accordance with a pre-agreed valuation mechanism and on normal commercial terms. Repowering projects will be treated as development or construction activity which, when aggregated with any investments made by the Company in Portfolio Companies with projects under construction, may not account for more than 15 per cent of the Portfolio Value, calculated at the time of investment. Further details of this arrangement are set out in paragraph 8.9 of Part VII of this Registration Document.

**Amendments to and compliance with the Investment Policy**

Material changes to the Company's investment policy may only be made in accordance with the approval of the Shareholders by way of an ordinary resolution and (for so long as the Ordinary Shares are listed on the Official List) in accordance with the Listing Rules.

The investment limits detailed above apply at the time of the acquisition of the relevant investment.

The Company will not be required to dispose of any investment or to rebalance its investment portfolio as a result of a change in the respective valuations of its assets. Non-material changes to the investment policy must be approved by the Board, taking into account advice from the Investment Manager and the Operations Manager, where appropriate.

**Investment opportunity**

Demand for renewable energy installed capacity results from a combination of factors including an ageing conventional/fossil fuel power infrastructure network, uncertainty over nuclear new build, legally binding national targets consistent with the EU's overall target of 20 per cent of gross final energy consumption from renewable sources by 2020 and the increased emphasis on the need for domestic energy sources, local job creation and security of supply.

In the UK and Northern Europe, onshore wind and solar PV technologies, generally with a proven operational track record and strong annual growth in installed capacity, provide a substantial proportion of new renewable energy infrastructure installations.

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

- the potential for a dividend growing annually with inflation;
- an investment policy targeting preservation of the capital value of the Portfolio with potential for capital growth;
- a diversified Current Portfolio, with a mixture of solar PV and wind assets in a number of geographies;
- a right of first offer over assets developed by the Operations Manager;
- a pipeline of attractive Additional Investments which complement the Current Portfolio; and
- two experienced Managers advising the Company with complementary skills.

The Company has a 439 MW (output capacity) Current Portfolio of 18 onshore wind farms and 11 solar PV parks located in the UK, France and Ireland.

***Contracted revenues providing revenue stability, with controlled exposure to power prices***

Each of the three jurisdictions in which the Company is invested is located includes contracted support schemes that the Directors believe are stable. In the case of wind farms these include a 15 year Feed-in Tariff in both France and Ireland, and long-term Power Purchase Agreements (**PPAs**) in the UK. In respect of the Current Portfolio, the solar PV park located in France benefits from a 20 year Feed-in Tariff and the solar PV parks in the UK benefit from a 20 or 25 year Feed-in Tariff or from Renewable Obligation Certificates. In each case such benefits typically commence from the start of operations.

Approximately 28 per cent of the Company's revenue in respect of the 2015 Financial Year (based on projections from the September 2014 Portfolio) is currently linked to wholesale electricity prices. The Company's exposure to wholesale electricity prices is limited in the short term as initially there are various Feed-in Tariffs and fixed price PPAs in place. Over time anticipated increasing exposure to wholesale electricity prices is expected to allow the Company to benefit from the real long-term growth in wholesale power prices.

***Extent of inflation linkage***

Currently, revenues from the wind farms and solar PV parks in the September 2014 Portfolio are closely linked to inflation, either directly through tariffs with inflation linkage and Renewable Obligation Certificates (accounting for approximately 66 per cent of the Company's revenue in respect of the 2015 Financial Year) or indirectly through long-term correlation with energy prices (accounting for approximately 28 per cent of the Company's revenue in respect of the 2015 Financial Year). The balance of forecast revenues (approximately 6 per cent) in respect of the 2015 Financial Year is through contracts with a fixed annual escalation (of not less than 2 per cent per annum).

***Origination of Further Investments***

The Company has a right of first offer over assets developed by the Operations Manager in the UK and Northern Europe. The Company will also review investment opportunities originated by third parties, including from investment funds managed or advised by the Investment Manager or its affiliates. Furthermore, the Company will collaborate closely with the Operations Manager on repowering opportunities within its investment portfolio.

***Cash management policy***

Except for cash retained for working capital purposes, the Company expects the Net Proceeds of each Issue under the Share Issuance Programme to be substantially invested, either indirectly through the repayment of the Acquisition Facility or directly by the acquisition of Further Investments. In accordance with its Investment Policy, cash held for working capital purposes or received by the Group pending reinvestment or distribution will be held as cash, or invested in cash equivalents, near cash instruments and money market instruments. The Board will determine the cash management policy in consultation with the Investment Manager and the Administrator and will be responsible for its implementation.

**Capital structure**

The Company's issued share capital currently comprises Ordinary Shares. The existing Ordinary Shares are, and the New Ordinary Shares to be issued pursuant to the Share Issuance Programme will be, admitted to trading on the main market for listed securities of the London Stock Exchange and are, or will be listed on the premium segment of the Official List. Any C Shares issued pursuant to the Share Issuance Programme will be admitted to the main market for listed securities of the London Stock Exchange and will be listed on the standard segment of the Official List.

On a winding-up of the Company, once the Company has satisfied all of its liabilities, the Ordinary Shareholders are entitled to all of the surplus assets of the Company attributable to the Ordinary Shares and the C Shareholders are entitled to all of the surplus assets of the Company attributable to the C Shares. C Shares are entitled to receive, and participate in, any dividends declared to the extent that such dividend derives from the net assets of the Company attributable to the C Shares.

Ordinary Shareholders will be entitled to attend and vote at all general meetings of the Company and, on a poll, to one vote for each Ordinary Share held. C Shareholders do not have any voting rights at a general meeting of the Company, except in certain limited circumstances described in Part IV of the Securities Note.

**Distribution policy**

***General***

The Company targeted and delivered an initial annualised dividend of 6 pence per Ordinary Share with respect to the period from IPO to 30 June 2014. The Company intends to increase this target dividend in line with inflation over the medium term as set out below. Dividends will only be paid subject to the Company satisfying the solvency test prescribed under the Companies Law.

***Timing of distributions***

The Company's financial year end is 31 December. The Company intends to pay dividends twice yearly, in the first and third quarters of the year, as equally weighted interim dividends.

The Company paid an aggregate dividend of 5.5 pence per Ordinary Share in respect of the period from the IPO Admission to 30 June 2014 (comprising a first interim dividend of 2.5 pence per Ordinary Share which was paid in March 2014 and a second interim dividend of 3.0 pence per Ordinary Share which was paid in September 2014).

The Company intends to increase dividends in line with inflation over the medium term as follows:

In respect of the six month period ending 31 December 2014, the Company is targeting a dividend of 3.08 pence per Ordinary Share, which, if declared is expected to be payable in March 2015. It is intended that a further dividend for an equal amount will be payable in September 2015 in respect of the six month period ending 30 June 2015 resulting in an aggregate target dividend for the 12 months to 30 June 2015 of 6.16p per Ordinary Share. From 1 July 2015, the Company will target dividends payable in the first and third quarters of each year equal to the dividend paid in the previous year inflated by the increase in inflation over the year to 30 June in the preceding year.[1]

**Scrip Dividend**

The Articles permit the Directors, in their absolute discretion, provided Shareholders have so approved by way of an ordinary resolution in accordance with the Articles, to offer a scrip dividend alternative to Shareholders when a cash dividend is declared. The Directors have been granted the authority to offer holders the right to elect to receive further Ordinary Shares instead of cash in respect of all or part of any dividend that may be declared, such authority to expire at the conclusion of the fifth annual general meeting of the Company. In the event a scrip dividend is offered, an electing Shareholder would be issued new, fully paid up Ordinary Shares (or Ordinary Shares sold from treasury) pursuant to the scrip dividend alternative. The scrip dividend alternative will be available only to those Shareholders to whom Ordinary Shares might lawfully be marketed by the Company. The scrip dividend alternative has been offered in respect of the first two interim dividends paid by the Company and the Directors intend to offer the scrip dividend alternative for the interim dividend expected to be declared in respect of the six month period ending on 31 December 2014.

***Acquisition Facility***

On 20 February 2014, the Company, UK Holdco and the Banks entered into an £80 million Acquisition Facility, details of which are set out in paragraph 8.12 of Part VII of this Registration Document.

**Independent Board and experienced Investment Manager and Operations Manager**

The Company is categorised as an internally managed non-EU alternative investment fund for the purposes of the AIFM Directive. As such the Board retains overall responsibility for risk management of the Company and the Group, with responsibility for portfolio management having been delegated to the Investment Manager. The Board is comprised of individuals from relevant and complementary backgrounds offering experience in the financial and legal sectors, as well as in the energy sector from both a public policy and a commercial perspective.

InfraRed Capital Partners Limited, which has an experienced management team in the infrastructure and real estate sectors, acts as the Company's investment manager.

Renewable Energy Systems Limited, which has an experienced management team in the development, financing, construction and operation of wind farms and solar PV parks, acts as the Company's operations manager.

The Investment Manager has a 10 year working relationship with the Sir Robert McAlpine Group, a leading UK construction and civil engineering group which includes Sir Robert McAlpine Ltd, a sister company of RES.

Further details regarding the Board, the Investment Manager and the Operations Manager are set out in Part IV of this Registration Document.

**Investment Manager**

Under the Investment Management Agreement, the Investment Manager, which is authorised and regulated in the UK by the Financial Conduct Authority, acts as the Company's investment manager and in such capacity has full discretion to make investments in accordance with the Company's published investment policy and the investment parameters adopted and approved by the Board from time to time, subject to some investment decisions which require the consent of the Board. The Investment Manager has responsibility for financial administration and investor relations, advising the Company and the Group in relation to the strategic management of the Holding Entities and the investment portfolio, advising the

1 These are targets only and not profit forecasts. There can be no assurance that these targets can or will be met and they should not be seen as an indication of the Company's expected or actual results or returns. Accordingly investors should not place any reliance on these targets nor assume that the Company will make any distributions at all in deciding whether to invest in New Shares.

Company in relation to any significant acquisitions or investments and monitoring the Group's funding requirements and for providing any secretarial service to UK Holdco.

Representatives of the Investment Manager are members of both the Investment Committee and Advisory Committee (further details of which are set out in Part IV of this Registration Document). A summary of the terms of the Investment Management Agreement is provided in paragraph 8.4 of Part VII of this Registration Document.

**Operations Manager**

Under the Operations Management Agreement, the Operations Manager acts as the Company's operations manager. The services provided by the Operations Manager include maintaining an overview of project operations and reporting on key performance measures, recommending and implementing strategy on management of the portfolio of operating assets including strategy for energy sales agreements, insurance, maintenance and other areas requiring portfolio level decisions, maintaining and monitoring health and safety and operating risk management policies and compliance with applicable laws and regulations. The Operations Manager also works jointly with the Investment Manager on sourcing and transacting new business, the refinancing of existing assets and investor relations.

Representatives of the Operations Manager are members of the Advisory Committee (further details of which are set out in Part IV of this Registration Document).

Further details in relation to the Operations Manager and the Operations Manager's management team are set out in Part IV of this Registration Document. A summary of the terms of the Operations Management Agreement is provided in paragraph 8.5 of Part VII of this Registration Document.

In addition, RES currently provides asset management services in respect of 25 of the assets held by the Portfolio Companies in the Current Portfolio. Such asset management services include management and co-ordination of third party service providers, monitoring of power production by each project, managing legal compliance and health and safety compliance, ensuring preparation of management accounts and quarterly reports, and preparation of long-term plans for the operation and maintenance of each project. RES' provision of such services is governed by the terms of agreements with each of the relevant Portfolio Companies and, in the case of the RES assets forming part of the Initial Portfolio, is supplemented by the terms of the RIM Schedule which forms part of the IPO Acquisition Agreements. A summary of the RIM Schedule is set out in paragraph 8.7 of Part VII of this Registration Document.

**Purchases of Ordinary Shares by the Company in the market**

The Company has been granted authority (subject to all applicable legislation and regulations) to purchase in the market up to 14.99 per cent per annum of the Ordinary Shares in issue as at 29 April 2014. This authority will expire at the conclusion of the annual general meeting of the Company to be held in 2015 or, if earlier, eighteen months from the date of the ordinary resolution.

The Board intends to seek renewal of this authority from Shareholders at each annual general meeting.

If the Board does decide that the Company should repurchase Ordinary Shares, purchases will only be made through the market for cash at prices below the estimated prevailing Net Asset Value per Ordinary Share and where the Board believes such purchases will result in an increase in the Net Asset Value per Share. Such purchases will only be made in accordance with the Companies Law and the Listing Rules, which currently provide that the maximum price to be paid per Ordinary Share must not be more than the higher of (i) five per cent above the average of the mid-market values of the Ordinary Shares for the five Business Days before the purchase is made and (ii) the higher of the last independent trade and the highest current independent bid for the Ordinary Shares.

**Prospective Shareholders should note that the exercise by the Board of the Company's powers to repurchase Ordinary Shares (including any Ordinary Shares into which C Shares convert) pursuant to the general repurchase authority is entirely discretionary and they should place no expectation or reliance on the Board exercising such discretion on any one or more occasions. Moreover, prospective Shareholders should not expect as a result of the Board exercising such discretion, to be able to realise all or part of their holding of Ordinary Shares, by whatever means available to them, at a value reflecting their underlying Net Asset Value.**

**Treasury shares**

The Company is permitted to hold Ordinary Shares acquired by way of market purchase in treasury, rather than having to cancel them. Such Ordinary Shares may be subsequently cancelled or sold for cash. Holding Ordinary Shares in treasury would give the Company the ability to sell Ordinary Shares from treasury

quickly and in a cost efficient manner, and would provide the Company with additional flexibility in the management of its capital base. However, unless authorised by Shareholders by special resolution in accordance with the Articles, the Company will not sell Ordinary Shares out of treasury for cash at a price less than the Net Asset Value per Ordinary Share, save in connection with the payment of a scrip dividend, unless they are first offered *pro rata* to existing Shareholders.

**Further issues of Ordinary Shares**

Pursuant to a special resolution passed on 29 April 2014, the Board was empowered to allot (or sell Ordinary Shares held as treasury) up to 10 per cent of the Ordinary Shares in issue as at the date of the passing of the resolution, increasing up to 10 per cent of the Ordinary Shares in issue immediately after conversion of the C Shares issued pursuant to the 2014 C Share Issue for cash on a non-pre-emptive basis.

This authority enables the Company to allot Ordinary Shares for cash without first offering them to existing Shareholders on a *pro rata* basis. On 11 August 2014, 36,738,423 Ordinary Shares were allotted to investors in connection with the 2014 Tap Issue.

Pursuant to the terms of the Investment Management Agreement and the Operations Management Agreement, the Investment Manager and the Operations Manager receive Ordinary Shares in lieu of a proportion of their respective management fee and operations management fee. On 25 March 2014 152,978 fully paid Ordinary Shares were issued to the Investment Manager and 82,373 fully paid Ordinary Shares were issued to the Operations Manager. The Investment Manager received a further 207,483 fully paid Ordinary Shares and the Operations Manager a further 111,722 fully paid Ordinary Shares on 23 September 2014. Further details of this arrangement are set out in Part V of this Registration Document.

No Ordinary Shares will be issued at a price less than the Net Asset Value per existing Ordinary Share at the time of their issue except (i) pursuant to Shareholder approval; (ii) where such Ordinary Shares are being issued on a *pro rata* basis to all Shareholders; or (iii) pursuant to a scrip dividend.

**Valuations and Net Asset Value**

The Board has delegated responsibility for carrying out the fair market valuation of the Group's investments to the Investment Manager and the Investment Manager presents its fair market valuations to the Directors for their approval and adoption. The valuation is carried out on a six monthly basis as at 30 June and 31 December in each year. The valuation principles are based on a discounted cash flow methodology and adjusted in accordance with EVCA (European Private Equity and Venture Capital Association) guidelines.

Fair value for each investment is derived from the present value of the investment's expected future cash flows, using reasonable assumptions and forecasts for revenues and operating costs, and an appropriate discount rate. The Investment Manager exercises its judgement in assessing the expected future cash flows from each investment. Each Portfolio Company produces detailed financial models and the Investment Manager takes, *inter alia*, the following into account in its review of such models and makes amendments where appropriate:

- due diligence findings where current (e.g. a recent acquisition);
- the terms of any associated project finance;
- the terms of any PPA arrangements;
- project performance to date;
- opportunities for financial restructuring;
- changes in the economic, legal, taxation or regulatory environment;
- changes in power price forecasts from leading market advisers;
- claims or other disputes or contractual uncertainties; and
- changes to revenue and cost assumptions.

The Investment Manager, on behalf of the Company, calculates the Portfolio Value and the Net Asset Value of an Ordinary Share as at 30 June and 31 December each year and these are reported to Shareholders in the Company's interim and annual financial statements. All valuations by the Investment Manager will be made, in part, on valuation information provided by the Portfolio Companies in which the

Group has invested. Although the Investment Manager evaluates all such information and data, it may not be in a position to confirm the completeness, genuineness or accuracy of such information or data.

The Board may determine that the Company shall temporarily suspend the determination of the Net Asset Value per Share when the price of any investments owned by the Company cannot be promptly or accurately ascertained; however in view of the nature of the Portfolio, the Board does not envisage any circumstances in which valuations would be suspended. Any suspension in the calculation of the Net Asset Value will be notified to Shareholders through a Regulatory Information Service as soon as practicable after such suspension occurs.

**Life of the Company**

The Company has been established with an indefinite life.

## PART II

## WIND ENERGY AND SOLAR PV MARKETS IN THE UK AND NORTHERN EUROPE

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

### Renewable Energy in the EU Context

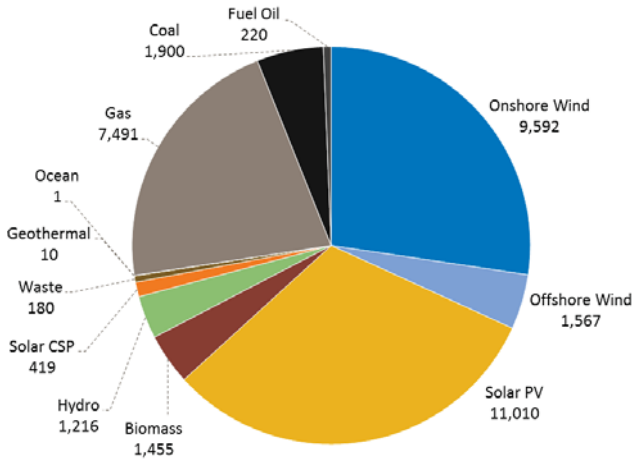
In order to implement the binding greenhouse gas (**GHG**) emission reduction targets set at the United Nations Framework Convention on Climate Change and the resulting Kyoto Protocol, the European Union (**EU**) introduced the Directive on the Promotion of the Use of Energy from Renewable Sources (2009/28/EC) (the **Renewable Energy Directive**).

Under the Renewable Energy Directive, Member States are required to achieve national targets for renewables that are consistent with reaching the Commission's overall EU target of 20 per cent of gross final energy consumption from renewable sources for all energy (including electricity, heat and transport) by 2020.

### Renewable electricity generation in context

Among the different renewable sources of electricity, onshore wind and solar photovoltaic (**PV**) are expected to provide the largest share of new installed capacity. Figure 1 below illustrates the share of new capacity in the EU provided by each technology, according to The European Wind Energy Association. The cost of construction of onshore wind farms per MW is relatively low when compared to the current costs of other renewable technologies. Furthermore, solar PV has seen a dramatic reduction in costs and also benefits from being relatively easy to install. Other major contributors to recent renewables capacity growth include offshore wind, biomass and hydroelectric facilities.

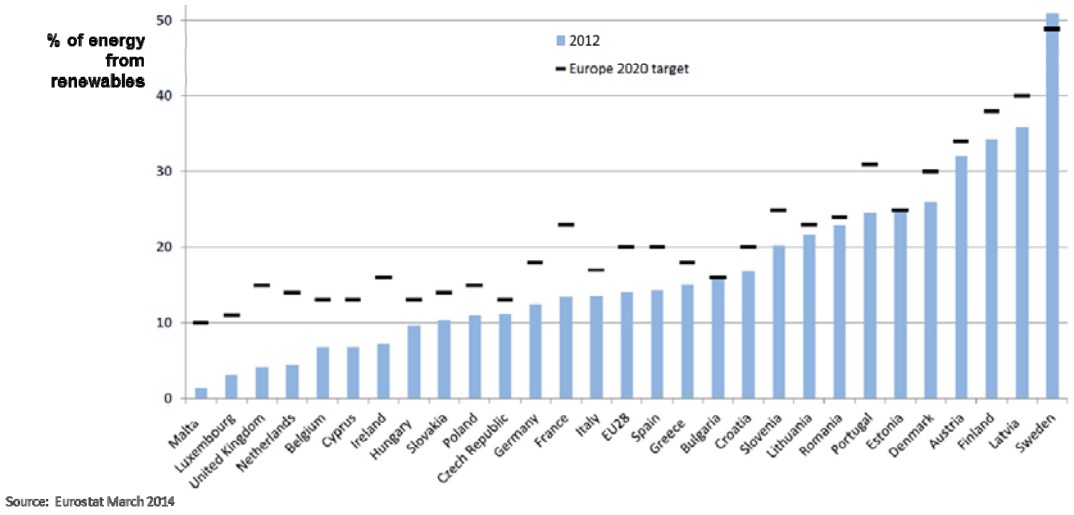
**Figure 1: 2013 Share of New Power Capacity Installations in the EU (in MW) (Total = 35 GW)**




Source: InfraRed/EWEA Annual Statistics (Copyright The European Wind Energy Association)

Actual delivery of renewable energy generation capacity has varied widely from country to country within the EU as illustrated in Figure 2 below. Some countries, for example those in Scandinavia and in the Baltic States and Austria, have already achieved high levels of renewables penetration, whereas other countries, including a number of the more heavily populated countries such as the UK, France, Germany and the Benelux region, have further progress to make in expanding renewables towards their 2020 targets.

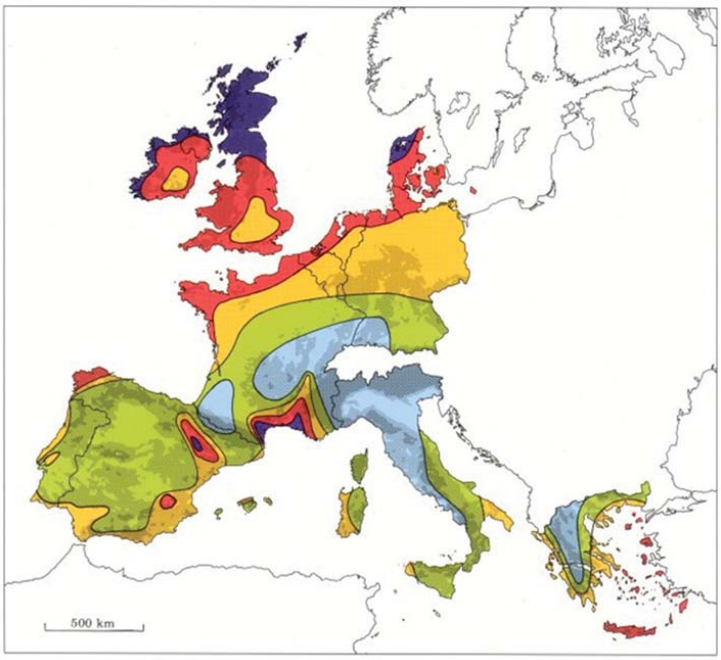
**Figure 2: Progress in Europe towards Renewables' Targeted Contributions to Total Energy Consumption (Electricity, Heat and Transport) – 2012 actual v 2020 targets**




Source: Eurostat March 2014

As illustrated in Figure 3 below, some of the highest average wind speeds are found in the UK (particularly in the north), in Southern France and Ireland.

**Figure 3: Average wind speeds in Western and Central Europe**



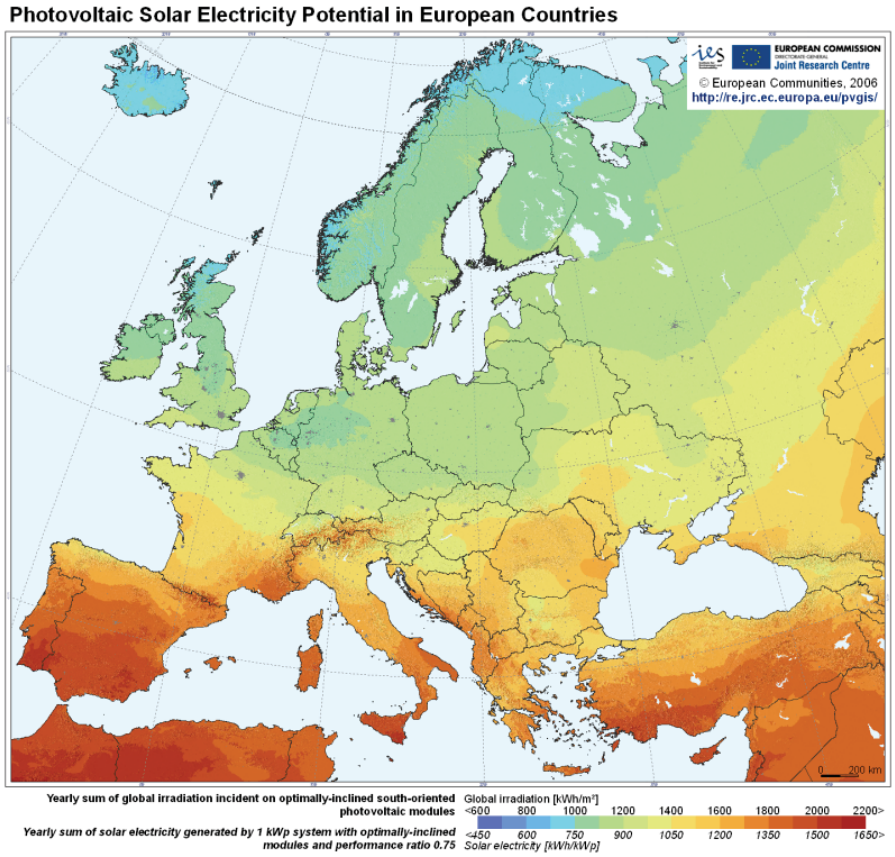

Wind resources[1] at 50 metres above ground level for five different topographic conditions

| | Sheltered terrain[2] | | Open plain[3] | | At a sea coast[4] | | Open sea[5] | | Hills and ridges[6] | |
|---|---|---|---|---|---|---|---|---|---|---|
| | $m\,s^{-1}$ | $Wm^{-2}$ | $m\,s^{-1}$ | $Wm^{-2}$ | $m\,s^{-1}$ | $Wm^{-2}$ | $m\,s^{-1}$ | $Wm^{-2}$ | $m\,s^{-1}$ | $Wm^{-2}$ |
| | > 6.0 | > 250 | > 7.5 | > 500 | > 8.5 | > 700 | > 9.0 | > 800 | > 11.5 | > 1800 |
| | 5.0-6.0 | 150-250 | 6.5-7.5 | 300-500 | 7.0-8.5 | 400-700 | 8.0-9.0 | 600-800 | 10.0-11.5 | 1200-1800 |
| | 4.5-5.0 | 100-150 | 5.5-6.5 | 200-300 | 6.0-7.0 | 250-400 | 7.0-8.0 | 400-600 | 8.5-10.0 | 700-1200 |
| | 3.5-4.5 | 50-100 | 4.5-5.5 | 100-200 | 5.0-6.0 | 150-250 | 5.5-7.0 | 200-400 | 7.0- 8.5 | 400- 700 |
| | < 3.5 | < 50 | < 4.5 | < 100 | < 5.0 | < 150 | < 5.5 | < 200 | < 7.0 | < 400 |

Source: Windatlas.dk (1989)

The level of solar irradiation available in a given country in any given period is more predictable than for wind and increases as one gets closer to the equator – the annual levels of irradiation across Europe are illustrated in Figure 4 below:

**Figure 4: Average Annual Solar Irradiation**




Source: European Commission Joint Research Centre (2006): http://re.jrc.ec.europa.eu/pvgis/countries/europe/EU-Glob opta presentation.png
Source: WindAtlas.dk (1989)

**Renewable electricity support mechanisms in context**

The EU features both national schemes supporting the installation of onshore wind and solar PV parks (see further below) and the resources (in terms of wind and sun) required to deploy these technologies on a large scale.

In order to properly estimate the potential for renewable energy installations, one must also look at the relevant support schemes in a given country. The next section provides a high level summary of support mechanisms available for wind farms and solar PV plants located in the UK, Ireland and France, which represent the markets in which the Company is currently invested. The mix of support schemes currently varies country by country and will evolve over time. Examples of schemes are as follows:-

- Feed-in Tariffs – the generator receives a fixed amount for all electricity produced. These may also take the form of Contracts-for-Difference (**CFD**) provided by a government;
- Premiums – the generator must sell the electricity into the market and then receives a ''green'' premium (this premium may be delivered via a certificate scheme), such as Renewables Obligations Certificates in the UK;
- Quota obligations with green certificates – these are issued by the relevant authority to generators of accredited renewable generating stations for the eligible renewable electricity they generate. Certificates are sold to relevant electricity consumers obligated to source a certain amount of their consumption from renewable generation, according to a quota; and
- Fiscal incentives in the form of tax exemptions or tax reductions – these generally exempt renewable energy products from certain taxes (e.g.: excise duty) in accordance with the Energy Tax Directive (Council Directive 2003/96/EC).

Please note that the above examples are provided for illustrative purposes only. This is not an exhaustive summary and renewable energy support schemes are subject to change.

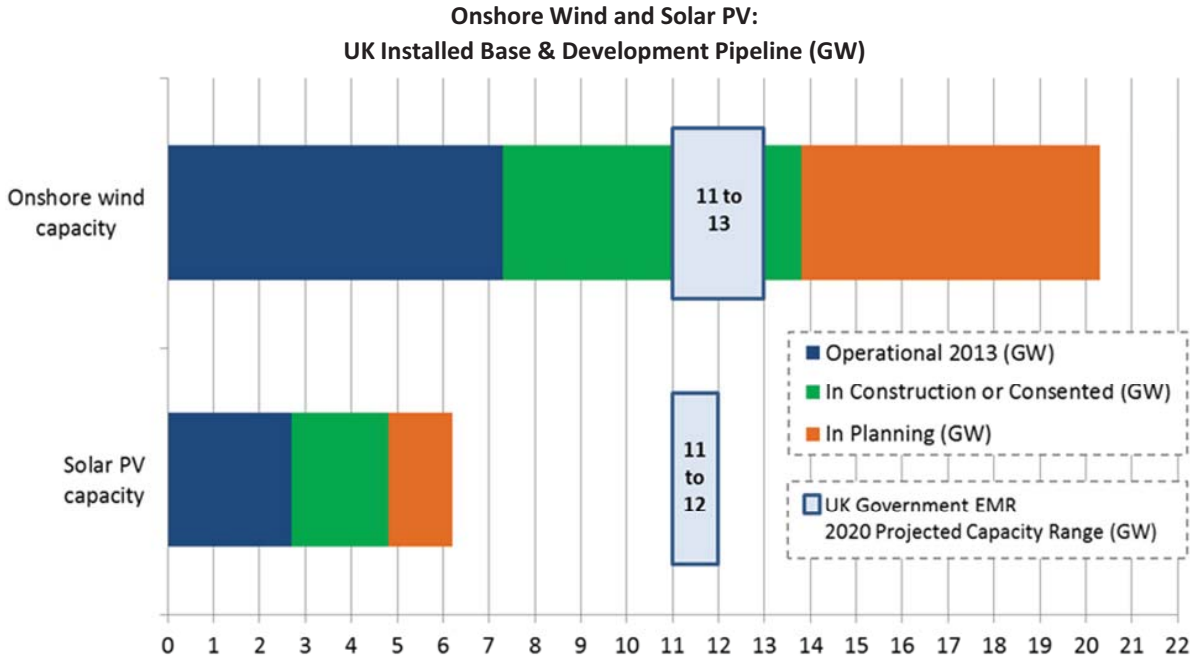
**Overview of the UK Renewable Energy Market**

The UK's national target under the Renewable Energy Directive, by 2020, is for 15 per cent of gross final energy consumption to come from renewable sources. The UK government put in place a Renewable Energy Roadmap in July 2011 (the **Roadmap**) to achieve that objective, which was then updated in November 2013 (the **Updated Roadmap**).

Compared to other EU Member States, the UK generates a relatively low proportion of electricity from renewable sources. Using the methodology set out in the Renewable Energy Directive, the Department of Energy and Climate Change's (**DECC**) provisional calculations show that 5.2 per cent of gross energy consumption in 2013 came from renewable sources (up from 4.2 per cent in 2012) versus the national target of 15 per cent by 2020.

The following chart illustrates the installed capacity outlook for the UK in onshore wind and solar PV technologies, based on recent DECC announcements up to July 2014

**Figure 5: UK cumulative installed capacity and indicative market pipeline of new projects**




Source: InfraRed analysis based on HM Treasury's ''Investing in UK Infrastructure'' (July 2014), DECC's ''UK Solar PV Strategy Part 2: Delivering a Brighter Future'' (April 2014), and DECC's ''Renewable Energy Roadmap'' (November 2013)

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

*Overview*

The deployment of renewable electricity production in the UK is currently supported by two key mechanisms: the Renewables Obligation (**RO**) and small scale Feed-in Tariffs (**FITs**). The RO mechanism in practice consists of three complementary obligations: one covering England and Wales, and one for each of Scotland and Northern Ireland. Decisions regarding the operation of the RO in Scotland are devolved to the Scottish Government. For the purpose of this section, any reference to the RO shall mean the obligations covering England, Wales, Scotland and Northern Ireland, unless otherwise specified.

The RO has been the primary renewable energy support mechanism to date. It places an obligation on energy suppliers to source a growing proportion of the electricity they supply to customers from eligible renewable sources. In order to comply with their obligations, suppliers may present Renewables Obligations Certificates (**ROCs**) and/or pay the buy-out price. ROCs are green certificates that are issued to generators for each ''unit (MWh)'' of eligible renewable electricity generated. Suppliers can use a combination of ROCs and payment of the buy-out price to meet their obligations. The buy-out price per MWh of electricity is calculated by Ofgem each year by adjustment to reflect changes in the retail prices

index. It was £30 per MWh in the base year, 2002-3. The buy-out price for 2014-2015 has been set at £43.30 per ROC.

The second support mechanism, the FIT, supports renewable energy generation sites with a capacity of less than 5 MW. Generators are paid a generation tariff for electricity generated and an export tariff when electricity is exported. FIT payments are paid by certain licensed electricity suppliers (FIT Licensees). The small scale FIT applies in GB only; small scale generators in Northern Ireland are currently supported by the RO.

Although exact cash flows will depend on negotiations between generators and suppliers, revenues for the renewable power production supported by the RO will be derived from a combination of:

- the market price of electricity in either GB or Northern Ireland depending on the location of the station,
- the value of the ROCs and Recycle Elements (see further below)
- the value of LECs (see further below), and
- any embedded benefits for avoiding the use of the electricity transmission system

*The Renewables Obligation (RO)*

At present, the majority of the UK's renewable generating capacity is supported by the RO, a measure which was introduced on 1 April 2002 as a mechanism to promote the growth of renewable power generation.

As noted above, the RO places an obligation on suppliers to source a growing proportion of the electricity they supply from eligible renewable sources. Since 2010/11, the obligation level is set as the higher of a fixed target set out in secondary legislation and the results of a 10 per cent headroom calculation above the anticipated renewable generation for the year.

Suppliers can comply with their obligation by surrendering ROCs or by paying the buy-out price in the buy-out fund or a combination of both. The buy-out price per MWh of electricity is calculated by Ofgem each year by adjustment to reflect changes in the retail prices index.

After the administration costs of the scheme have been recovered from the buy-out fund, buy-out payments that have been made into the buy-out fund are redistributed to suppliers that have complied with their obligation, by allocating the buy-out fund pro-rata to the number of ROCs surrendered in respect of their individual obligations.

Suppliers who fail to surrender ROCs or make a buy-out payment by the deadline for compliance must make payments equivalent to the buy-out payment plus interest (that accrues on a daily basis, but which is applied only to the late payment fund and not the main buy-out fund) into a late payment fund. This fund is also paid back *pro rata* to those suppliers who have surrendered ROCs. There is also a mutualisation fund to cover any shortfall resulting from suppliers who become insolvent or otherwise permanently default. Payments to suppliers out of the buy-out fund, the late payment fund and the mutualisation fund are often referred to as the ''Recycle Element'', and a percentage of such payments is typically passed through to generators under power purchase agreements. Therefore the value of a single ROC consists of the buy-out price plus the Recycle Element.

ROCs are issued to generators in respect of eligible power stations in proportion to their metered output and depending on the level of support for the relevant technology. Generators derive a revenue from the sale of ROCs to suppliers or other market participants. Generators are eligible to receive ROCs for a period of 20 years from accreditation.

The supported technologies receive different levels of support, in the form of varied fractional amounts of ROCs per MWh of electricity generated. This is known as ''banding''. In October 2011 the UK government published a consultation on its proposed changes to the banding levels in England and Wales for the period 2013-2017, which came into force on 1 April 2013. As a result of the consultation, the banding levels were modified to reduce the overall cost to the consumer, as well as to drive deployment of alternative technologies, by reducing, or tapering over time, Renewables Obligation support available to newly accredited plants in respect of certain technologies.

In relation to onshore wind, the level of support is 0.9 ROCs/MWh (reduced from 1 ROC/MWh) for new projects accrediting from 1 April 2013. DECC has since conducted a further evidence-based review of costs for onshore wind but has concluded that the results did not justify a further banding review.

The level of RO support for solar PV available for new accreditations was subject to separate consultation in 2012. The Department of Energy and Climate Change (**DECC**) concluded that the level of support for

ground mounted solar will be 1.6 ROCs/MWh in 2013/14 (from 1 April 2013), 1.4 in 2014/15, 1.3 in 2015/16 and 1.2 in 2016/17.

DECC confirmed on 2 October 2014 that it would close the RO to new solar PV generating stations (both ground- and building-mounted) above 5 MW from 1 April 2015, two years earlier than planned (subject to limited grace periods). The current banding levels of RO support will not be changed. Some limited grace periods will be available which would allow projects to be commissioned until as late as 31 March 2016. The legislation in respect of these grace periods will, subject to parliamentary approval and state aid clearance, come into effect on or before 1 April 2015. The effect of this decision is that solar PV projects now have to compete for support under CFD FITs if they are no longer eligible for support under the RO, and this may result in some shift of focus amongst solar developers in favour of smaller (sub-5MW) ground-mounted and roof-mounted installations which have not been affected by this change.

The Scottish government carried out a consultation on banding levels at the same time as the UK government's consultation in October 2011, which focused on areas where Scotland proposed to take a different approach to the rest of the UK. The outcome of the Scottish government's consultation was that it decided to follow the UK government's proposals in respect of onshore wind and solar PV banding levels, as described above.

The Renewables Obligation (Northern Ireland) Order came into effect in April 2005. Northern Ireland ROCs issued to Northern Irish renewable electricity generators can be traded alongside ROCs issued to generators in England, Wales and Scotland under the RO. The Northern Ireland Assembly has generally followed the response of the UK Government in relation to the banding review.

*Levy Exemption Certificates (LECs)*

Renewable generators are also eligible to receive transferable exemptions from the Climate Change Levy (**CCL**) in the form of LECs. The CCL is a tax on some non-domestic supplies of energy to help fund carbon reduction initiatives and provide energy efficiency incentives. Businesses can avoid paying the CCL if they source their electricity from CCL exempt sources such as renewable sources (except large-scale hydro).

LECs are issued to accredited renewable generators for each MWh of renewable electricity produced. Renewable generators monetise this value through the receipt and sale of LECs which are usually bundled with the electricity when sold to a supplier. Suppliers use LECs as part of the evidence to demonstrate to HMRC that the electricity they supplied to non-domestic consumers in the UK is from renewable sources and therefore exempt from the CCL. The CCL as of April 2013 was set at £5.24 per MWh, was £5.41 per MWh from April 2014 and will be £5.54 from April 2015.

In summary, an onshore wind farm in the UK can expect to receive, depending on how recently it was built, approximately 50 per cent of its annual revenues from the wholesale price, 41 per cent from the ROC sales, and 9 per cent from the ROC recycle and LEC prices.

*Non-Fossil Fuel Orders*

A small minority of wind farms in the UK operate under the Non-Fossil Fuel Orders (**NFFO**) and the Scottish Renewables Obligation (**SRO**) of 1994, 1997, and 1998 (1999 in Scotland). NFFO and SRO provide a single fixed price for each unit of power generated by the contracted wind farms and delivered onto the grid over a 15 year period. No new NFFO contracts have been awarded since 1999.

*Feed-in Tariffs (FIT)*

The FIT regime is implemented by way of the Feed-in Tariffs Order 2010 (as amended) and related legislation and license conditions. It requires FIT Licensees to pay a generation and export tariff to eligible low carbon generators whose capacity does not exceed 5 MW.

FIT payments are made according to published tariffs. The FIT generation tariff for a stand-alone solar PV project was worth £322/MWh at the time the Cornwall Solar Projects obtained their tariff. Degression of the generation tariff rates for new PV projects not yet accredited was introduced in 2012 to control the costs of the FIT scheme and is based on new generating capacity deployed in the previous quarter (with a minimum of 3.5 per cent degression every 9 months).

Once accredited, the generation and export tariff are grandfathered for the length of the FIT support (currently 20 years for solar although earlier projects, including the Cornwall Solar Projects and the Marvel Farms Solar Park, benefit from a 25-year FIT support). In the UK, FiTs are indexed with RPI inflation to ensure that target rates of return are maintained in real terms for the life of the FIT.

In addition to receiving FIT generation tariff payments, solar PV parks are also allowed to sell the electricity generated by the plant via PPAs. If the solar PV generator does not sell its electricity using a

PPA, it can opt to receive an export tariff from the FIT provider that is indexed to RPI inflation. At current wholesale electricity market prices, the export tariff therefore constitutes a fixed floor price to selling power through a PPA.

Currently, the FIT generation tariff for a standalone solar PV project (with total installed capacity greater than 250 kW) is £66.38/MWh and the export rate is £47.70/MWh (until April 2015).

**Electricity Market Reform (EMR)**

The Energy Act 2013 received royal assent on 18 December 2013. Most secondary legislation came into force in 2014, following a consultation period.

The Energy Act provides a legislative framework for EMR, which comprises four key elements:

- long-term contracts for difference for low carbon generation (**CFD FITs**);
- Carbon Price Floor (**CPF**);
- a Capacity Mechanism to encourage the availability of capacity, demand reduction measures and storage in order to ensure security of supply; and
- an ''Emissions Performance Standard'' to limit how much carbon power stations can emit.

Two of the focal elements are relevant to the Company's activities: CFD FITs and CPF.

Support through CFD FITs aims to provide long-term revenue certainty by guaranteeing a contracted price for power generated. Generators with a CFD FIT will need to sell their electricity into the market. Under the CFD FIT generators will be paid (or pay) the difference between the estimated market price (''reference price'') for electricity and an estimate of the long-term price needed to bring forward investment in that specific technology (the 'strike price'). This difference may be positive or negative and where electricity prices exceed the strike price generators will be liable to make payments to the CFD counterparty.

CFD FITs are expected to be entered into from Q1 2015. From 1 April 2017, support for renewable projects greater than 5MW will only be available through the CFD FIT support scheme and the RO scheme will close to new entrants (subject to limited grace periods).

The CFD FIT counterparty is a single government-owned counterparty, the Low Carbon Contracts Company Ltd. A supplier obligation is being introduced to fund CFD FITs. The duration of support under CFD FITs is 15 years. CFD FITs will be allocated by way of allocation rounds, which will initially occur annually.

The budget in respect of the first allocation round is:

- Pot 1 (established technologies): DECC intend to release for allocation in the 2014 allocation round £50 million for projects commissioning from 2015/16 onwards and an additional £15 million for projects commissioning from 2016/17 onwards;
- Pot 2 (less established technologies): DECC intend to release for allocation in the 2014 allocation round £155 million for projects commissioning from 2016/17 onwards and an additional £80 million for projects commissioning from 2017/18 onwards; and
- Pot 3 (biomass conversions): decisions on budget for the 2015 allocation round will be taken in 2015.

If the budget is insufficient to satisfy all applications for a CFD FIT, projects in the same pot will have to compete with one another for a CFD FIT by way of auctions. Inevitably, the most expensive schemes which require higher strike prices will lose out. Solar PV and onshore wind are ''established technologies''. Budgets will be set for future allocation rounds and there are mechanisms for the allocation of budget to different technologies to be controlled.

Existing projects accredited under the RO at 1 April 2017 will continue to be supported under the RO scheme post-2017 for the duration of its eligibility for support (i.e. a maximum of 20 years) subject to the cut-off date of 2037. Under transitional arrangements, new renewable projects wishing to accredit from the introduction of the CFD FIT in 2014/2015 until the closure of the RO on 31 March 2017, can elect for support under the RO or a CFD FIT.

In April 2010, the end date of the RO in GB was extended from 2027 to 2037. This enables plants accredited in 2017 to receive a full 20 years of support.

ROCs issued after 1 April 2027 will be replaced with ''fixed price certificates'' a new form of certificate. DECC has indicated that the intention is to maintain levels and length of support for existing participants under the RO with the long term value of a fixed price certificate to be set at the prevailing buy-out price

plus a fixed percentage, which the UK Government has said it intends to target as the long term value of the ROC. However, this may not eventually be the case as details have still to be finalised.

For existing projects, the replacement of ROCs by fixed price certificates is likely to have an impact on the power purchase agreement in place and may trigger the change in law clause. As the final design of the fixed price certificates is not yet known and still very much debated, it is not possible to identify precisely what the impact will be.

The EMR framework will broadly carry across to both Scotland and Northern Ireland. Devolved powers may allow for some variations and nuances, particularly for Northern Ireland where changes will be undertaken in the context of the island's Single Electricity Market (**SEM**) (further details of EMR in relation to the SEM are set out in the Risk Factors section of this Registration Document). The Scottish government has had a consultative role in the design and delivery of the CFD, as well as a consultative role within the accompanying institutional framework.

The second key element, the carbon price floor, was introduced in April 2013 to encourage additional investment in low-carbon power generation by providing greater support and certainty to the carbon price. The floor was based on an assessment of a desired target price for carbon realised by the EU Emissions Trading Scheme (**ETS**) and was given effect by levying Carbon Price Support (**CPS**) on designated fossil fuel generators in the UK under the Climate Change Levy. Carbon price support is likely to affect RO-supported renewable generators by increasing the wholesale electricity market price to reflect the additional carbon costs incurred by fossil fuel generators. However, levels of carbon price support have been frozen until 2019/2020.

Northern Ireland is exempt from the carbon price floor.

**UK Wholesale Power Market**

***GB***

In GB, there are three main commercial routes for electricity to be sold to suppliers: internal transfers within vertically integrated companies, bilateral contracting, and exchange trading.

- Internal transfers: Around half of the electricity that is generated is transferred (commercially) to supply businesses within the major vertically integrated companies at internal transfer prices. This volume is not traded openly.
- Bilateral contracting: Around one quarter of the electricity generated is traded bilaterally, i.e. directly between a generator and a supplier. This bilateral trading includes both bespoke long-term bilateral contracts and standardised 'over-the-counter' contracts. Long-term bilateral contracts are generally referred to as power purchase agreements (**PPAs**). In the UK, historically independent power producer's wind projects have typically signed long-term PPAs (e.g. 15 years) with utilities, usually one of the large Vertically Integrated Utilities (**VIUs**) and other large European Utilities. The PPA counterparty absorbs balancing risks and trading costs associated with the transmission system, which are reflected in discounts to the PPA power price.
- Power exchanges: Exchange trading, whereby generators, traders and electricity supply companies place bids and offers on the electricity exchanges, thus determining the demand and supply curves which are used as a basis for determining the prices and the supply volumes, is rapidly growing in importance. Currently, around one quarter of the electricity generated is traded on the power exchanges operating in Britain: N2EX, APXEndex, and ICE. The power exchange matches individual bids submitted by suppliers, against individual offers submitted by generators.

***Northern Ireland***

The SEM is the wholesale electricity market that covers Northern Ireland and the Republic of Ireland. The SEM is a mandatory spot market or pool; all generation, and all load is nominally settled half hourly.

The SEM is operated by the Single Electricity Market Operator (**SEMO**) and governed by the Trading and Settlement Code.

All generators connected in Ireland or Northern Ireland, and having a nameplate generating capacity of 10MW or more, are required to participate directly in the SEM unless they are permitted, by one of a limited number of regulatory exceptions, to appoint an intermediary.

Licensed generators who participate directly in the SEM sell their output into the pool and receive the System Marginal Price (**SMP**).

Licensed generators having a nameplate generating capacity of less than 10MW, and who choose not to participate in the SEM, will typically enter into an intermediary arrangement with a licensed supplier and the licensed supplier will be permitted to net the volume off against the demand that the supplier would otherwise be required to purchase from the SEM. By netting off the volume from its SEM demand, the supplier will receive the value of this output as a reduction of its demand exposure.

In respect of the volumes that they do purchase from the SEM pool, all suppliers are required to pay the same price for electricity purchased from the pool during any given half-hour trading period. Prices are published on a half-hourly basis and are calculated after the event.

The electricity market prices are set by the SEMO based on many factors, the predominant influence being the fuel costs of the marginal plant that is required to generate during the relevant half-hour trading period. During trading periods in which demand is low, prices will be lower because the most efficient and low cost generation plants on the system are dispatched first. As electricity demand increases, the amount of generators exporting to the grid needs to be increased. This is done incrementally, by continuously dispatching the ''next least expensive'' generator to the system. In this way the cost of generation is kept to a minimum.

Usually, a generator who sells directly to the pool will receive an energy payment and a capacity payment.

- Energy Payment – the market price per MW sold per half-hour.
- Capacity Payments – compensation for being available to generate upon instruction from the grid operator. SEMO manages a separate capacity payment mechanism which is levied for each trading period on supplies and paid to generators based on rules as determined by the Northern Ireland and Republic of Ireland regulators from time to time. Renewable generator availability is calculated on a basis equivalent to their dispatched power. Presently the allocation of funds for the discharge of capacity payments is calculated for each Trading Year by CER and Ofgem for distribution to relevant generators.

As referred to in the Risk Factors section of this Registration Document, the Irish and Northern Irish electricity regulators are currently re-designing the SEM so that it is consistent with the European Target Model for Electricity, that is currently being developed by ACER pursuant to the Third Energy Package.

**Overview of French Renewable Energy Market**

***Support scheme for renewables***

The French Electricity Law of 10 February 2000 imposes an obligation on EDF and non-nationalised local distributors to purchase electricity generated from renewable sources by independent power generators, subject to certain requirements. In practice nearly all PPAs are entered into with EDF. This purchase obligation has since been amended by subsequent laws.

All renewable energy technologies with a certain installed capacity are eligible to receive a FIT under the purchase obligation, which varies by technology. The former order for onshore wind was approved in November 2008 and has thus applied to all onshore wind farms commissioned since that date until it was cancelled by the Conseil d'Etat and then replaced by a new tariff order dated 17 June 2014 with tariffs identical to those of 2008 tariff order.

The French FIT system is partially financed through the public contribution to the electricity service or contribution au service public de l'électricité (**CSPE**), an amount added to the electricity bill of each electricity consumer to enable EDF to recover the extra cost of purchasing electricity from renewable generators. The CSPE levy is set to equal 13.5 c/MWh in 2013.

***Current specific support mechanisms***

The term of the PPA for a wind farm is 15 years from the date on which the plant was first commissioned. The tariff applicable for wind is determined pursuant to the date of filing of the power purchase tariff application, as described in the following table:

**Figure 6: Tariff applicable for a French wind farm**

| *Date of filing of tariff application* | *8 June 2001 to 9 July 2006* | *Starting 10 July 2006* |
|---|---|---|
| Initial period | 5 years | 10 years |
| Revenue in initial period | 83.8 €/MWh in year 1 (indexed to inflation for future years) | 82 €/MWh in year 1 (indexed to inflation for future years) |
| Remaining period | 10 years | 5 years |
| Revenue during remaining period | 83.8 €/MWh if average capacity factor <2000 hours linear interpolation if capacity factor is 2000-3600 hours (approx)<br>30.5 €/MWh if average capacity factor >3600 hours | 82 €/MWh if average capacity factor <2400 hours linear interpolation if capacity factor is 2400-3600 hours (approx)<br>28 €/MWh if average capacity factor >3600 hours |

Source: French Minister of Ecology, Sustainable Development and Energy

Once the PPA has entered into force, the applicable tariff is then subject to an annual index, called ''index L'' which corresponds broadly to the evolution of the cost of work and services in the energy sector.

For solar PV parks the FIT depends on the site type, the project capacity and date of signature of the PPA. The tariff order 26 July 2006 had initially set the tariff for solar PV parks at 300 €/MWh. However, following a boom in installations, in December 2010 the French government declared a moratorium on FITs for any new solar PV parks. Following its revision in March 2011, the FIT is now indexed on a quarterly basis depending on the volume of projects which have entered the support mechanism in the previous quarter. The price also depends on the degree of integration of panels PV in the frame (bâti) and the project capacity. Calls for tenders are organized for projects with a capacity beyond 100 kWp and since 2011, the total volume of solar PV parks call for tenders has been of 1270 MW, i.e. about 420 MW per year.

In January 2013, government support to the solar industry was reaffirmed by the doubling of the annual target to 1GW as a result of a new tariff order which includes a 5 to 10 per cent bonus when the components have been manufactured in the European Economic Area, and year-on-year decrease limits of the FIT by 20 per cent.

Currently, for utility-scale PV projects (4250 kWp), the FIT is awarded through a competitive tender process. In January 2013, a tariff subsidy of up to 10% had been put in place for projects below 100 kWp with modules that included key steps manufacturing located in Europe. This bonus was abolished in April 2014 following a formal notice of the State French by the European Commission. Since its cancellation, the residential sector has experienced a sharp slowdown, and the professional sector for projects below 100 kWp has stopped, the level of tariffs alone being too low to develop new projects. However, a revaluation of the tariff for facilities below 100 kWp is expected in the fourth quarter of 2014. Tenders are announced by the end of 2014 to revive the projects above 100 kWp.

***France Wholesale Power Market***

Several options exist for selling the output from wind and solar PV farms after the expiry of a FIT. The power can either be sold through a bilateral PPA or sold into the wholesale market. Most of the transactions are over the counter (**OTC**) sales through direct transactions or via intermediaries. The remaining transactions take the form of Day-Ahead or Futures.

***Recent developments to the French support scheme***

Wind energy projects in operation, in construction and in development have been subject to general uncertainty due to the challenge against the French 2008 FIT scheme on the grounds that the FIT scheme qualifies as ''State Aid'' and should have been notified to the European Commission. This uncertainty has now largely been removed and does not affect any production generated and sold after 27 March 2014. This is also not expected to affect the Company's existing portfolio in France which pre-dates the 2008 scheme.

A summary of the French 2008 FIT scheme cancellation procedure is set out below.

***''State Aid Claim''*** – On 6 February 2009, the validity of the 2008 Feed-in Tariff Order was challenged by the anti-wind farm association Vent de Colère before the French administrative high court (the **Conseil d'Etat**). The French government (i.e. the Ministry responsible for Energy policy) was the defendant in this law suit.

The claim pending was whether the French 2008 FIT scheme constituted State Aid contrary to EU rules and if so, if such State Aid was ''compliant or non-compliant'' with EU market mechanisms.

In light of the complexity of the dispute, the Conseil d'Etat filed on 15 May 2012 a preliminary ruling (*question préjudicielle*) to the Court of Justice of the European Union (the **CJEU**) requesting confirmation as to whether or not the French 2008 FIT scheme qualifies as an aid granted by the State or through State resources.

On 19 December 2013, the CJEU ruled that the French 2008 FIT scheme is an aid granted by the State or through State resources.

***''Rulings: State Aid but Compliant''*** – In the meantime, the European Commission (the **EU Commission**) considered on 27 March 2014 that the French 2008 FIT scheme is compatible with the European Union common market.

Thanks to the ruling that the State Aid was ''compliant'', the maximum penalty risk is limited to the reimbursement of the interest from the first day on which the aid was received and the EU Commission decision date regarding the compliance of the French support scheme (i.e., 27 March 2014) as applied on an amount equal to the difference between the electricity market price and the FIT.

***''Action by the Conseil d'Etat to date''-*** The Conseil d'Etat rendered its ruling on 28 May 2014 on the lawfulness of the 2008 Feed-in-Tariff Order. As expected, the Conseil d'Etat cancelled the 2008 Feed-in-Tariff Order on the basis that it constitutes a State aid under Article 87 of the EU Treaty, which was not notified to the EU Commission in violation of Article 88§3 of the same Treaty.

Although the Conseil d'Etat did not expressly require the recovery of interests the repayment principle derives from EU law, and recovery of interest could be requested by the EU Commission, by the French government, and/or third parties to the French government.

As of today, the French government has not undertaken any request in relation to such repayment.

The period for such recovery would effectively be from the date of implementation of the PPA (i.e. payment by EDF of the feed-in tariff to the electricity generator) until the date of the EC ''compliant'' ruling, being 27 March 2014.

The recovery of interests would lead to significant practical issues as the sums at stake are not related to a single payment but to regular payments, and that each project has different quanta of sales each hour of the day since 2008.

The quantum of interests to be repaid will be of a lesser amount for projects put into operation in the year 2013 or 2014 prior to 27 March 2014 than the quantum of interests (resulting from the interest rate and quantum of energy sold under the annulled order) to be repaid in relation to, for example, projects put into operation in the years 2008-2009.

***''Current PPA Status: Unaffected by cancellation of 2008 Feed-in Tariff Order''*** – In several public announcements, the French government affirmed that existing PPAs would be protected. EDF has also confirmed that the PPAs would remain valid in a letter to the Renewable Energies Syndicate (**SER**) dated 4 June 2014 (not only for wind farms already in operation but also for projects not already in operation but for which the PPAs were signed during their construction period).

Following the decision of the Conseil d'Etat, and pertinent for those projects without PPAs, a new tariff order dated 17 June 2014 has been published on 1 July 2014 at the Official Journal. This new order provides for tariffs identical to those of the 2008 Feed-in-Tariff Order.

***''The 2014 tariff order recourse'' –*** The new tariff order dated 17 June 2014 is being challenged before the French administrative high court (Conseil d'Etat) by among others, the same anti-wind farm association (Vent de Colère) that challenged the previous tariff orders. The recourse was filed on 2 September 2014.

Although the Company has no access to the claim, the recourse seems to have been filed on the following grounds:

- the tariff would give ''undue profitability'' and contravenes the Guidelines of the EU Commission on state aid for the protection of environment and energy;

- the tariff would constitute state public expenditure which cannot be decided without a prior vote of credit as part of the Finance Act.

Although the Company has no access to the claim which makes it difficult to make an assessment of the seriousness of the grounds raised, on the basis of the elements available as at the date of this document, this recourse should have no impact against PPAs signed under the new tariff order dated 17 June 2014, because the tariff has been contractualised and remains binding on EDF even if the underlying provisions of the regulation were to be cancelled.

The Company does not expect that the decision of the Conseil d'Etat will be made prior to June 2016.

*Energy transition bill*

In addition a bill on the energy transition was approved by the French National Assembly on 14 October 2014.

This bill provides for the reduction of the share of nuclear power from 75% to 50% by 2025 and the introduction of a new support mechanism for renewable energy: it is to replace the French FIT system by the sale of electricity at the price of the wholesale market, along with a premium, to be determined.

One of the aims is to encourage generators to produce more electricity when the price of electricity is higher (i.e.: when the network needs it the most). Any premium which the bill may introduce has yet to be defined and no detail as to the type or amount of premium is known.

The government should set the details of this new mechanism by 1 January 2016 however there is no certainty as at the date of this Registration Document on the final provisions which the energy transition bill will contain.

***Market size***

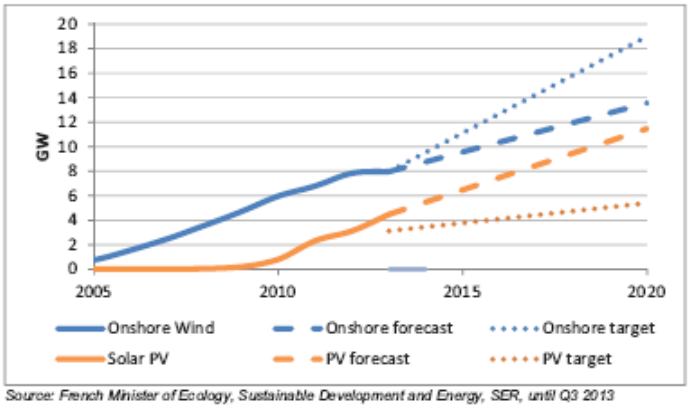
A total of 8,575 MW of onshore wind power has been installed in France as of 30 June 2014 (among which 414MW connected to the Rte network, *Réseau de Transport d'Electricité*) which means that 418MW have been connected to the network since December 2013, i.e. a 5% increase in 6 months. As of 30 June 2014 9,805MW was waiting to be connected to the grid against 10,285MW on 31 December 2013. On average, about 3.7% of the electricity consumption in France is covered by the wind park production (*Source: Rte, Syndicat des Energies Renouvelables, ERDF, ADEef, Panorama des Energies Renouvelables au 1er semestre 2014*).

Operational capacity is forecast to continue to grow as illustrated in Figure 8 below. The 2020 target is for 19,000 MW of onshore wind capacity to be installed.

The installed solar PV capacity in France was 4,763 MW as of 30 June 2014 (among which 311MW has connected to the Rte network) which means that 397MW have been connected to the network since December 2013, i.e. a 9% increase in 6 months. As of 30 June 2014 2,527MW was waiting to be connected to the grid against 2,415MW on 31 December 2013. On average, about 1.2% of the electricity consumption in France is covered by the solar park production.

The 2020 target is for 5,400 MW of solar PV capacity to be installed, but it is forecast to be exceeded as illustrated in Figure 7 below.

**Figure 7: France cumulative installed capacity: historical & forecast**

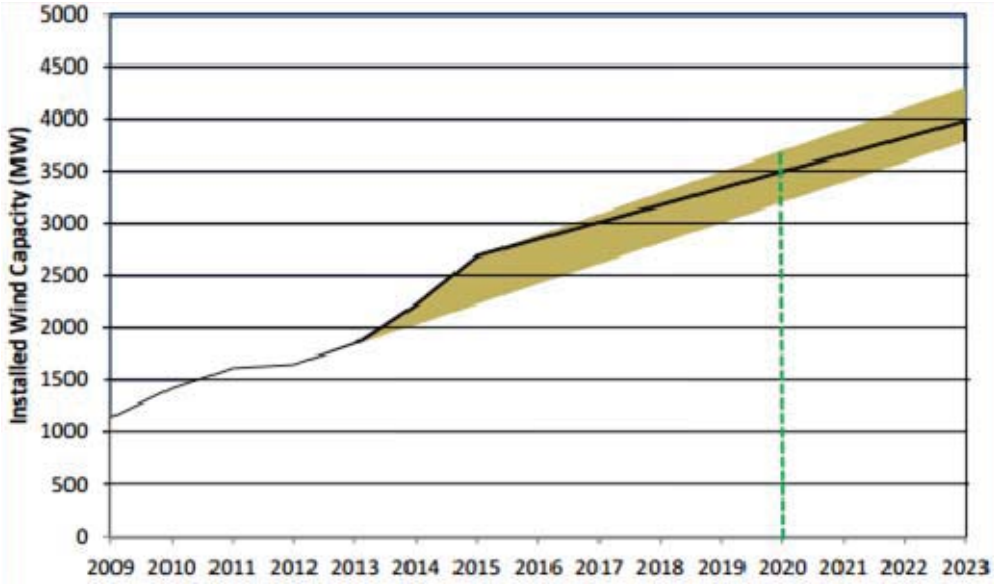



*Source: French Minister of Ecology, Sustainable Development and Energy, SER, until Q3 2013*

***Overview of The Irish Wind Energy Market***

As of the end of October 2013, approximately 2,325 MW of onshore wind power had been installed in Ireland and operational capacity is forecast to continue to grow as illustrated in Figure 8 below.

**Figure 8: Republic of Ireland and Northern Ireland cumulative installed capacity: historical & forecast**




In Ireland the support for wind energy is provided by REFIT, the Renewable Energy Feed-in Tariff. REFIT is a Feed-in Tariff support scheme that hedges off-takers against the higher costs associated with the purchase of renewable energy up to a regulated ''reference price'' (which typically becomes the strike price under the relevant PPA). An additional payment of 15 per cent of the reference price is made to the off-takers, and all support lasts for a 15 year period. The first REFIT scheme (**REFIT 1**) was announced in 2006 and state aid approval was obtained in September 2007 – although some uncertainty surrounds the amount of generating capacity that is currently supported by the REFIT 1 scheme, and consequently the extent to which the scheme remains within the bounds of its state aid approval. There has also been state aid approval from the European Commission for two new REFIT schemes – REFIT 2 (onshore wind, small hydro and landfill gas) and REFIT 3 (biomass technologies). There is no support available for solar PV in the Republic of Ireland.

**Figure 9: REFIT 2 (2014) reference prices and payments for wind projects**

| *Category* | *REFIT reference price MWh* |
|---|---|
| Onshore wind (above 5MW) | €69.58 |
| Onshore wind (equal to or less than 5 MW) | €72.02 |

http://www.dcenr.gov.ie/Energy/Sustainable+and+Renewable+Engery+Division/REFIT.htm

The REFIT 2 reference prices in Figure 9 are adjusted annually to the change in the consumer price index (**CPI**) in Ireland.

Under REFIT 2, a balancing payment of up to a maximum of c9.90 MWh may be payable to the supplier in respect of eligible electricity exported to the grid. This payment is not subject to any increases in CPI. The full c9.90 MWh is payable where the ''market price'' obtained from the market in respect of renewable generation (which price is calculated by the Commission for Energy Regulation) is equal to or less than the REFIT 2 reference price.

Some of the older and established wind farms in Ireland are still being supported under the terms of the older Alternative Energy Requirement Scheme. In 1993 the Irish government established a framework for implementing its commitment to renewable energy sources. The government imposed on the Electricity Supply Board a requirement to purchase, under long-term off-take contracts, the electricity generated by a number of independent green electricity producers.

The Republic of Ireland is part of the SEM along with Northern Ireland. As referred to the Risk Factors section of this Registration Document, the REFIT scheme is likely to be amended to reflect the planned re-design of the SEM.

# PART III

## THE CURRENT PORTFOLIO AND FURTHER INVESTMENTS

Where information contained in this Part III has been sourced from a third party, the Company confirms that such information has been accurately reproduced and the source identified and, so far as the Company is aware and is able to ascertain from the information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The Current Portfolio comprises assets owned by the Group at the date of this document.

**Overview of the Current Portfolio**

The Current Portfolio consists of 29 distinct wholly-owned assets in the UK, France and the Republic of Ireland. 18 of the assets are operating onshore wind projects (representing generating capacity of approximately 320 MWs) and 11 of the assets are solar PV projects (representing generating capacity of approximately 119 MWs), with a weighted average operational history of approximately five years. Taken individually, no single asset accounts for more than 20 per cent of either the overall generating capacity or the investment value of the Current Portfolio. The assets were acquired at valuations reflecting a range of discount rates between 7.8 per cent to 11.0 per cent applied to the forecast Shareholder cash flows from each asset acquired. The determination of the acquisition discount rate for each asset took into account a number of factors including asset type, jurisdiction, location and project financing arrangements.

The Current Portfolio represents a broad geographic spread of operating renewable energy assets across three countries and encompasses two of the fastest growing major renewable energy segments, namely onshore wind and solar PV, which provide a diversity of energy sources. Additional diversity is obtained by the Current Portfolio's exposure to different wind systems.

The table below sets out some summary data on the individual assets and their location as well as some information on the overall composition of the Current Portfolio.

## Figure 1: Summary of the Current Portfolio

| | Project Name | Technology | Location | Turbine/Panel Manufacturer | Turbine Rating (MW) | Number of Turbines | Total Rated Capacity (MW) | Commercial Operations Commenced | PPA Expiry | ROC or FiT Expiry | PPA Counter-party |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Roos | Onshore Wind | England | Vestas | 1.90 | 9 | 17.1 | April 2013 | 2028 | 2033 | SPERL |
| 2 | The Grange | Onshore Wind | England | Vestas | 2.00 | 7 | 14.0 | April 2013 | 2028 | 2033 | SPERL |
| 3 | Tallentire | Onshore Wind | England | Vestas | 2.00 | 6 | 12.0 | May 2013 | 2028 | 2033 | Statkraft |
| 4 | Hill of Towie | Onshore Wind | Scotland | Siemens | 2.30 | 21 | 48.3 | May 2012 | 2027 | 2032 | SPERL |
| 5 | Green Hill | Onshore Wind | Scotland | Vestas | 2.00 | 14 | 28.0 | March 2012 | 2027 | 2032 | SPERL |
| 6 | Earlseat | Onshore Wind | Scotland | Vestas | 2.00 | 8 | 16.0 | June 2014 | 2017 | 2034 | GDF SUEZ Energy |
| 7 | Meikle Carewe | Onshore Wind | Scotland | Gamesa | 0.85 | 12 | 10.2 | July 2013 | 2028 | 2033 | Statkraft |
| 8 | Forss (incl. extension) | Onshore Wind | Scotland | Siemens | 1.0 and 1.3 | 6 | 7.2 | April 2003 and July 2007 | 2018 / 2023 | 2027 | NFPA and Eon |
| 9 | Altahullion (incl. extension) | Onshore Wind | Northern Ireland | Siemens | 1.30 | 29 | 37.7 | June 2003 and November 2007 | 2018 / 2022 | 2023 / 2027 | Viridian |
| 10 | Lendrums Bridge (inc. extension) | Onshore Wind | Northern Ireland | Vestas | 0.66 | 20 | 13.2 | January 2000 and December 2002 | 2014 / 2017 | 2020 / 2022 | Power NI and Viridian |
| 11 | Lough Hill | Onshore Wind | Northern Ireland | Siemens | 1.30 | 6 | 7.8 | July 2007 | 2022 | 2027 | ESB |
| 12 | Taurbeg | Onshore Wind | Republic of Ireland | Siemens | 2.30 | 11 | 25.3 | March 2006 | 2017 | | SEE Airtricity |
| 13 | Milane Hill | Onshore Wind | Republic of Ireland | Vestas | 0.66 | 9 | 5.9 | November 2000 | 2014 | | ESB |
| 14 | Beennageeha | Onshore Wind | Republic of Ireland | Vestas | 0.66 | 6 | 4.0 | August 2000 | 2014 | | ESB |
| 15 | Haut Languedoc | Onshore Wind | France | Siemens | 1.30 | 23 | 29.9 | September 2006 | | 2021 | EDF |
| 16 | Haut Cabardes | Onshore Wind | France | Siemens | 1.30 | 16 | 20.8 | December 2005 and August 2006 | | 2020 / 2021 | EDF |
| 17 | Cuxac Cabardes | Onshore Wind | France | Vestas | 2.0 | 6 | 12.0 | December 2006 | | 2021 | EDF |
| 18 | Roussas-Claves | Onshore Wind | France | Vestas | 1.75 | 6 | 10.5 | January 2006 | | 2021 | EDF |
| 19 | Parley Court Farm | Solar PV | England | ReneSola | n/a | n/a | 24.2 | March 2014 | 2015 | 2034 | Neas Energy |
| 20 | Egmere Airfield | Solar PV | England | ReneSola | n/a | n/a | 21.2 | March 2014 | 2015 | 2034 | Neas Energy |
| 21 | Stour Fields | Solar PV | England | Hanwha Solar One | n/a | n/a | 18.7 | March 2014 | 2029 | 2034 | Centrica |
| 22 | Tamar Heights | Solar PV | England | Hanwha Solar One | n/a | n/a | 11.8 | March 2014 | 2029 | 2034 | Centrica |
| 23 | Penare Farm | Solar PV | England | ReneSola | n/a | n/a | 11.1 | March 2014 | 2015 | 2034 | Neas Energy |
| 24 | Parsonage | Solar PV | England | Canadian Solar | n/a | n/a | 7.0 | July 2013 | 2016 | 2033 | GDF SUEZ Energy |
| 25 | Churchtown | Solar PV | England | Canadian Solar | n/a | n/a | 5.0 | July 2011 | 2016 | 2036 | Smartest Energy |
| 26 | East Langford | Solar PV | England | Canadian Solar | n/a | n/a | 5.0 | July 2011 | 2016 | 2036 | Smartest Energy |
| 27 | Manor Farm | Solar PV | England | Canadian Solar | n/a | n/a | 5.0 | July 2011 | 2016 | 2036 | Smartest Energy |
| 28 | Marvel Farms | Solar PV | England | LDK/Q.Cells | n/a | n/a | 5.0 | November 2011 and December 2013 | 2016 | 2034 / 2036 | SSE |
| 29 | Puits Castan | Solar PV | France | Fonroche | n/a | n/a | 5.0 | March 2011 | | 2031 | EDF |

**Figure 2: Map of the Current Portfolio**

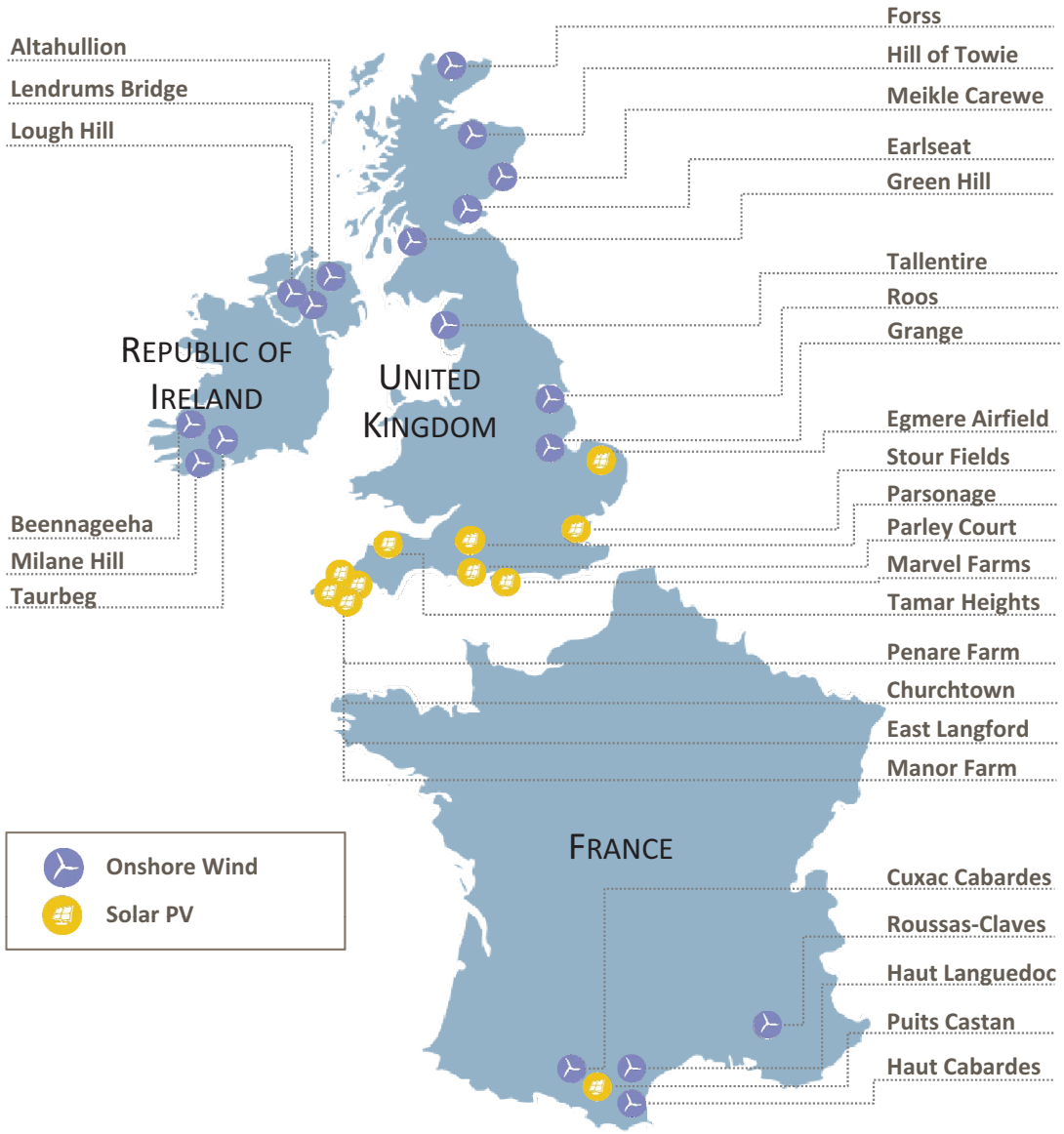
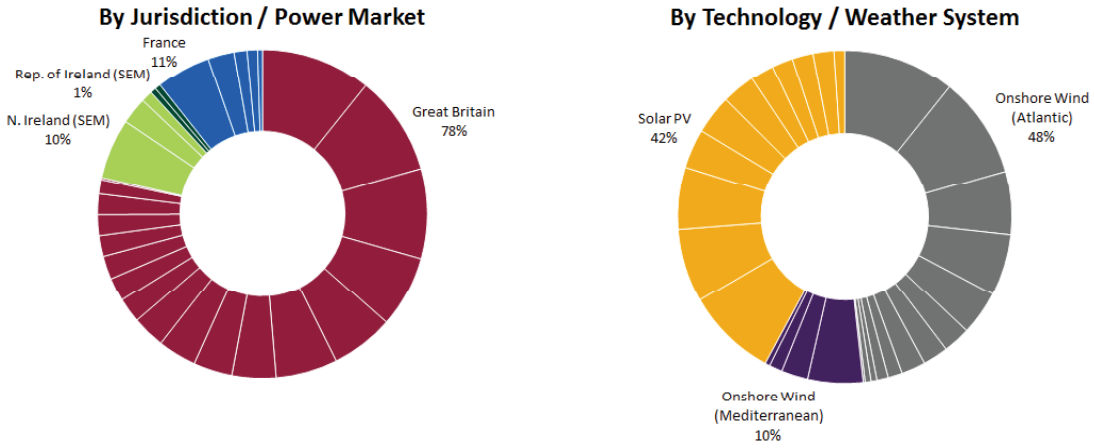


**Figure 3: Portfolio Segmentation by Portfolio Value**




Notes:

Based on 30 September 2014 valuations for the September 2014 Portfolio

Northern Ireland's power market is distinct from the rest of the UK and forms a Single Electricity Market (SEM) with the Republic of Ireland

Dominant winds in the British Isles are from the south-west and generally driven by the passages of the Atlantic cyclones across the country. Dominant winds in Southern France are associated with gap flows which are formed when north or north-west air flow (associated with cyclogenesis over the Gulf of Genoa in the Mediterranean) accelerates in topographically confined channels.

The RES Group currently provides SPV asset management services to 25 of the Portfolio Companies in the Current Portfolio. Such management services include management and coordination of third party service providers, monitoring of power production by each project, managing legal compliance and health and safety compliance, ensuring preparation of management accounts and quarterly reports, and preparation of long-term plans for the operation and maintenance of each project. Equivalent services for the Cornwall Solar Projects are provided by a third party SPV manager.

The Current Portfolio has a diverse range of revenue sources ranging from contracted Feed-in Tariffs, Renewables Obligation Certificates, Levy Exemption Certificates and a variety of wholesale Power Purchase Agreements reflecting the different jurisdictions in which the underlying assets operate and the range of agreements with contracting counterparties which are, for the most part, major utilities. A majority of the revenues from the Current Portfolio in the near-term are expected to come from such contracted-type revenues (with, accordingly, greater stability and predictability of revenues), while over time (in the absence of further contracting or re-contracting of the revenues), it is anticipated that the majority of revenues will be based on wholesale power prices. The wholesale power element of the PPAs is typically based on a combination of season and/or day ahead pricing against established market indices and a small discount against the market price is applied.

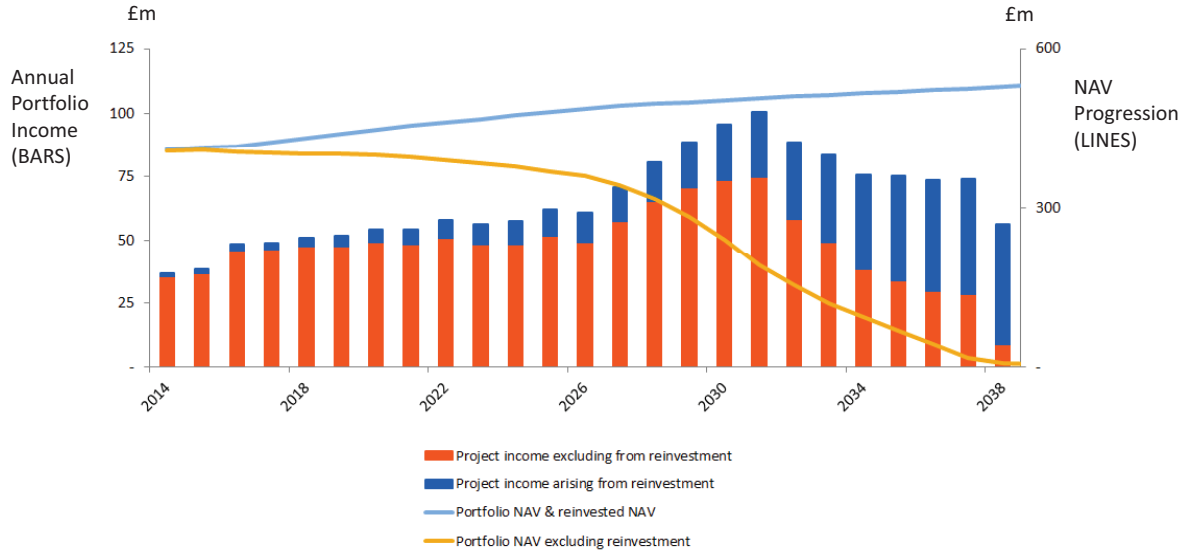
In terms of electricity production, while monthly output can vary for each category, the diversification across multiple categories allows TRIG to offset weak production in one category with stronger performance in other categories. For example, months of stronger solar irradiation in the UK can offset months of low wind and vice-versa. While there can be some diversification benefit achieved by a spread of projects within one region, different regions exhibit distinct results, for example, under the guiding influences of pressure systems in the Atlantic and Mediterranean.

The technological mix of the Current Portfolio provides further diversification of revenues through seasonality-related factors, in particular as wind generally provides the majority of its output in the winter months while solar energy provides the majority of its output in the summer.

**Cash flow and NAV outlook**

Figure 4 below provides an illustration of the Company's targeted net cash flow (red bars), and Net Asset Value (**NAV**) profile of TRIG's portfolio as at 30 September 2014 (yellow line), together with the reinvestments of expected surplus cash flow (blue bars) following payment of a current annualised target dividend of 6 pence per annum adjusted upwards over the medium term for inflation (blue line), with key assumptions listed below Figure 4. The blue line shows the NAV of the combined cash flows from TRIG's portfolio as at 30 September 2014 and reinvested cash flows.

**Figure 4: Illustration of potential annual future cash flows and annual NAV progression including reinvestment of surplus cash flows in TRIG's portfolio as at 30 September 2014**

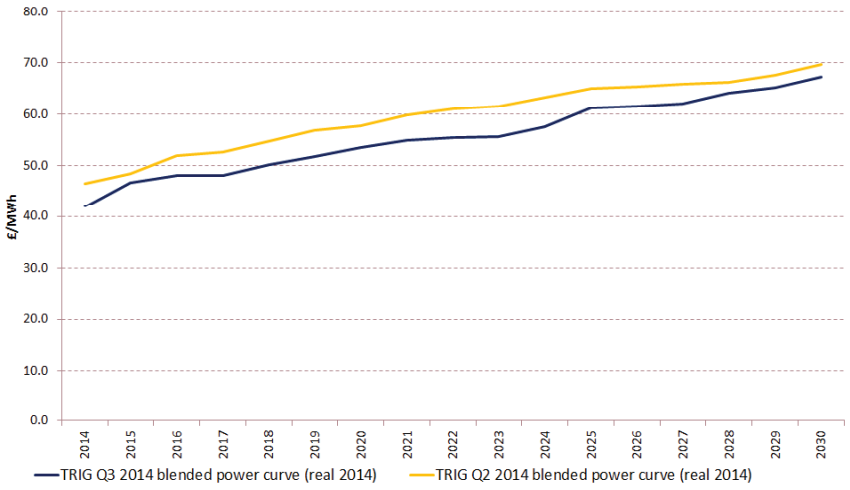



The key assumptions in deriving the preparation of Figure 4 are summarised below:

- Energy yield estimate based on acquisition P50 for both onshore wind and solar PV assets
- Inflation rates applied on relevant project related cash flows in each jurisdiction:
  - UK: 2.75 per cent.
  - France: 2.00 per cent.
  - Ireland: 2.00 per cent.
- Inflation rate applied to medium-term dividend growth assumptions: 2.75 per cent.
- Power price forecasts for each of GB, Northern Ireland, Republic of Ireland and France are based on analysis by the Investment Manager using data from leading power market advisers.

The power price forecasts are weighted by P50 estimates of production by TRIG's portfolio as at 30 September 2014 across each of its markets to derive the blended power curve. Figure 5 below compares the blended power price assumptions for TRIG's portfolio as at 30 September 2014 (Q3) to June 2014 (Q2).

**Figure 5: Comparison of the blended power price assumptions for TRIG's portfolio as at 30 September 2014 and as at 30 June 2014**



- Exchange rate for Euro/GBP of 1.28
- Reinvestment of surplus cash flows after payment of target dividends: Surplus cash arising in a financial year is assumed to be reinvested in newly sourced assets at the end of each year. A flat gross rate of return (before fees and other fund level expenses) of 9.5 per cent per annum is assumed to be earned on such reinvested cash. The Company's base case model assumes that this gross return on surplus cash (a proxy for an average gross return on investment in new assets) will continue to apply until such time as there are insufficient investment project cash flows net of fund expenses available to sustain the dividend as the portfolio approaches the end of its operating life. At that point an amount would be taken from the accumulated surplus (cash invested in notional assets) in order to maintain the payment of the dividend, while the remaining surplus balance would still earn the 9.5 per cent gross return until such time as the surplus is exhausted.
- The debt in TRIG's portfolio, which takes the form of project finance, is estimated to represent approximately 36 per cent of the Gross Portfolio Value as at the date of this document; and the Company's Investment Policy has a 50 per cent limit on aggregate project level gearing. For the purposes of the illustration, it has been assumed that additional project level gearing will be introduced in due course to restore overall gearing on the portfolio to around the level in place at the time of the Company's launch; this would be effected through project financing of existing ungeared projects and/or through the acquisition of geared projects. It has also been assumed that the gearing level will gradually reduce thereafter as the project finance is repaid.

The expected cash flow profile of the portfolio will be shaped in particular by the remaining operational life of the assets, range of PPAs, ROCs and FiTs in place, the Company's long-term power price assumptions and the repayment profile of the project level debt.

The Company believes the Current Portfolio and the investment strategy (including the acquisition of Further Investments over time both via the reinvestment of surplus cash flows after the payment of the target dividend and via the issuance of further new equity and prudent use of gearing) will provide the opportunity for the Company to maintain and potentially increase the Company's NAV per Share over a longer period of time than would be expected for a typical portfolio of infrastructure or concession-based assets.

In addition, the Directors believe there may be opportunities to both extend and increase the energy yield of the assets through extension of the relevant leases and new investment in repowering the existing assets (typically through the replacement of the existing turbines with larger, more efficient generating equipment and/or more efficient solar panels as technologies develop in the future), subject, *inter alia*, to planning permission, the negotiation of lease extensions and the availability of appropriate financing. In this regard, the Company has agreed with the Operations Manager a Repowering Rights and Adjacent Development Agreement in relation to certain of the Company's projects (further details of which are set out in paragraph 8.9 of Part VII of this Registration Document) on terms that would allow the Company and the Operations Manager to share in the risks and opportunities of such repowering, with the Company maintaining preferential rights to the acquisition of newly repowered assets in accordance with its Investment Policy. This additional potential value is not taken into account in Figure 5 above.

The Directors also believe that further upside may be created, for example through refinancing existing debt or through the benefits of scale if the Portfolio is enlarged through acquisitions.

***Sensitivities***

While a range of factors will affect the Company's ability to sustain a dividend at targeted levels, the Company believes that the combination of the Portfolio as at 30 September 2014, the Managers, the relative predictability of the selected investment segments, the nature of the jurisdictions and energy markets encompassed by the Company's investment policy and the expected opportunities for reinvestment together provide a robust framework for achieving the Company's targeted returns, although the returns achieved will be dependent on the long-term out-turn of factors such as power prices and inflation, which are outside the control of the Company and the Managers.

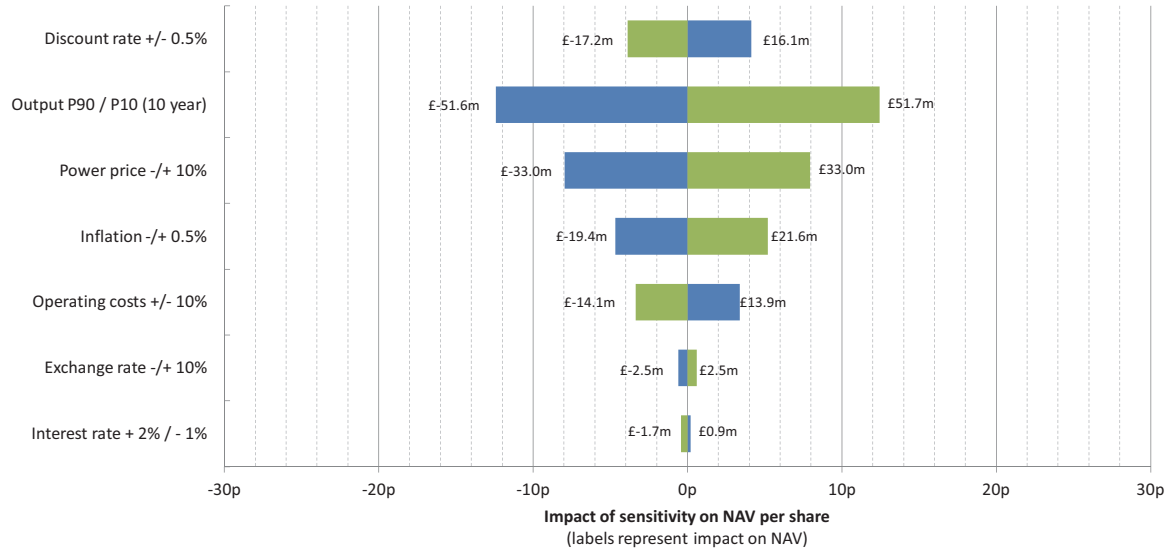
Under the Company's valuation financial model prepared as at 30 September 2014 (the **Financial Model**), the portfolio as at 30 September 2014 (together with reinvestment of surplus cash flows after payment of the target dividend) (as explained above) would yield net cash flows after all costs, taxes and fees that provide an average dividend cash cover of approximately 1.3x over the next 5 year period from 1 January 2015 to 31 December 2019 (assuming inflation of the dividend at the targeted rate). These net cash flows at Company level are after the application of cash flows at the project level in the portfolio to scheduled repayments of project level debt. Such repayments over the next five years amount in aggregate to

approximately 0.4x the Company's target dividends over that period and, as investments in project company capital, can be expected to accrue to the Company's shareholders in the form of increases in NAV per share, in addition to the re-investment of cash surpluses expected after payment of the Company's target dividends.

The sensitivities in the chart below are based on output from the Financial Model, and illustrate the effect of changes in various market or operating assumptions on the NAV per Ordinary Share as at 30 September 2014.

In addition, the sensitivities illustrated below exclude potential benefits from the active management of the portfolio by the Company, for example by refinancing, repowering or extending the life of the assets, or by accelerating the growth of the Company through new issues of shares, thereby increasing the scale and diversity of the portfolio.

**Figure 6: Illustration of the Company's model sensitivities relating to changes in NAV per Ordinary Share as at 30 September 2014**




The sensitivities in the chart above are further explained as follows:

- The Discount Rate sensitivity shows the effect of changing the weighted average discount rate of 9.1 per cent used at 30 September 2014 to value TRIG's Portfolio at that date by either plus or minus 0.5 per cent and the impact this has on the NAV per Ordinary Share.
- The Energy Yield sensitivity shows the effect of assuming P90 10 year exceedance (a downside case) and P10 10 year exceedance (an upside case) energy production scenarios. These are scenarios in which the total energy production from a given generating source (including both wind and solar) over a forecast period of 10 years is fixed at the production amount implied by a 90 per cent confidence rate for achieving a certain minimum level of production (in the case of P90 – 10 year exceedance) or fixed at the production amount implied by a 10 per cent confidence level for achieving a certain minimum level of production (in the case of P10 – 10 year). Each scenario (whether downside, base or upside) is assumed to remain constant over time for the operating life of the portfolio as at 30 September 2014.
- The Power Price sensitivity shows the effect of adjusting the forecast electricity price assumptions in each of the jurisdictions applicable to the portfolio as at 30 September 2014 down by 10 per cent and up by 10 per cent from the base case assumptions throughout the operating life of the underlying projects. The power pricing used in determining valuations was based on an analysis of leading power price forecasters' latest real price reference curves. This assumes an increase in power prices in real terms.
- The Inflation sensitivity shows the effect of a 0.5 per cent decrease and a 0.5 per cent increase from the assumed base case annual inflation rates in the Financial Model (for each year throughout the operating life of the portfolio as at 30 September 2014), which are 2.75 per cent for the UK (based on RPI) and 2.00 per cent for each of France and Ireland (based on CPI).

- The Operating Cost sensitivity shows the effect of a 10 per cent increase and a 10 per cent decrease in annual operating costs for the portfolio as at 30 September 2014, in each case assuming that the change in operating costs occurs immediately and thereafter remains constant at the new level.
- The Exchange Rate sensitivity shows the effect of a 10 per cent decrease and a 10 per cent increase in the value of the Euro relative to Sterling from the 30 September 2014 spot rate of 1.28. In each case it is assumed that the change in exchange rate occurs immediately and thereafter remains constant at the new level. At 30 September 2014, 12% of the Company's portfolio was located in France and the Republic of Ireland comprising Euro denominated assets. The Group has entered into forward euro hedging sufficient to cover approximately half of the overall Euro valuation exposure. The hedges reduce the sensitivity of portfolio value to foreign exchange movements and accordingly the impact is shown net of the benefit of the foreign exchange hedge in place. The Euro / Sterling exchange rate sensitivity does not attempt to illustrate the indirect influences of currencies on UK power prices.
- The Interest Rate sensitivity shows the effect of an increase in interest rates of 2 per cent and a reduction of 1 per cent assumed to take effect immediately and to continue unchanged through the life of the assets.

For each of the sensitivities, it is assumed that potential changes were to occur independently of each other with no effect on any other base case assumptions, and that the portfolio as at 30 September 2014 was to remain static throughout the modelled life.

It should be noted that the charts above are illustrative only and investors should place no reliance that the figures contained therein will be accurate. In practice, there are a range of risks associated with the cash flows depicted above and prospective investors should refer to the section entitled ''Risk Factors'' set out on pages 1 to 29 of this Registration Document. The Company's performance may be worse than predicted and may differ materially from the figures contained in this section.

**Asset Summaries**

***Roos Wind Farm***

The Roos Wind Farm is located in Yorkshire, England. The Roos SPV is owned 100 per cent by UK Holdco. The project consists of 9 Vestas V90 1.9 MW turbines, with a total capacity of 17.1 MW, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local electricity distribution network. The wind farm has been fully operational since April 2013. The Roos SPV sells the electrical output and all associated benefits to Scottish Power Energy Retail Limited under a PPA expiring in 2028. Asset management services are provided by the RES Group. A turbine service and availability agreement is in place with Vestas. Roos Wind Farm is financed with long-term debt as part of the Anemoi portfolio financing, summary details of which are set out below under the heading ''Financing arrangements in relation to the Current Portfolio'' (the **Anemoi Portfolio Financing**).

***Grange Wind Farm***

The Grange Wind Farm is located in Lincolnshire, England. The Grange SPV is owned 100 per cent by UK Holdco. The project consists of 7 Vestas V90 2 MW turbines, with a total capacity of 14 MW, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local electricity distribution network. The wind farm has been fully operational since April 2013. The Grange SPV sells the electrical output and all associated benefits to Scottish Power Energy Retail Limited under a PPA expiring in 2028. Asset management services are provided by the RES Group. A turbine service and availability agreement is in place with Vestas. Construction of the Grange Wind Farm required works to be carried out over a gas mains and an indemnity has been granted to National Grid Gas plc in respect of these works which the Group has underwritten. Grange Wind Farm is financed with long-term debt as part of the Anemoi Portfolio Financing.

***Tallentire Wind Farm***

The Tallentire Wind Farm is located in Cumbria, England near Cockermouth. The Tallentire SPV is owned 100 per cent by UK Holdco. The project consists of six Vestas V80 2.0MW wind turbines with a total installed capacity of 12 MW, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local electricity distribution network. It was constructed by the RES Group and became operational in May 2013. The project benefits from a 15 year PPA with Statkraft expiring in 2028. Asset management services are provided by RES and Vestas is responsible for the monitoring and maintenance of the turbines. The Tallentire and Meikle Carewe Wind Farms are subject to a single project financing facility. The lender is KfW IPEX – Bank GmbH.

***Hill of Towie Wind Farm***

The Hill of Towie Wind Farm is located in Moray, Scotland. The Hill of Towie SPV is owned 100 per cent by UK Holdco. The project consists of 21 Siemens 2.3 MW turbines, with a total capacity of 48.3 MW, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local electricity distribution network. The wind farm has been fully operational since May 2012. The Hill of Towie SPV sells the electrical output and all associated benefits to Scottish Power Energy Retail under a PPA expiring in 2027. Asset management services are provided by the RES Group. A turbine service and availability agreement is in place with Siemens. This contract includes a turbine availability warranty. Hill of Towie Wind Farm is financed with long-term debt as part of the Anemoi Portfolio Financing.

***Green Hill Wind Farm***

The Green Hill Wind Farm (which was previously referred to and/or known as the Kelburn wind farm) is located in Ayrshire, Scotland. The Green Hill SPV is owned 100 per cent by UK Holdco. The project consists of 14 Vestas V80 2 MW turbines, with a total capacity of 28 MW, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local electricity distribution network. The wind farm has been fully operational since March 2012. The Green Hill SPV sells the electrical output and all associated benefits to Scottish Power Energy Retail Limited under a PPA expiring in 2027. Asset management services are provided by the RES Group. A turbine service and availability agreement is in place with Vestas. This contract includes a turbine availability warranty. Green Hill Wind Farm is financed with long-term debt as part of the Anemoi Portfolio Financing.

***Meikle Carewe Wind Farm***

Meikle Carewe Wind Farm is located in Aberdeenshire, Scotland. The Meikle Carewe SPV is owned 100 per cent by UK Holdco. The project consists of 12 Gamesa G52-850kW wind turbines with a total installed capacity of approximately 10 MW, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local electricity distribution network. It was constructed by the RES Group and became operational in July 2013. The project benefits from a 15 year PPA with Statkraft expiring in 2028. Asset management services are provided by RES and Gamesa is responsible for the monitoring and maintenance of the turbines. The Tallentire and Meikle Carewe Wind Farms are subject to a single project financing facility. The lender is KfW IPEX – Bank GmbH.

***Forss Wind Farm***

The Forss Wind Farm is located in Caithness, Scotland. The Forss SPV is owned 100 per cent by UK Holdco. The Forss Wind Farm consists of 2 Siemens 1.3 MW turbines (each required to be limited to 1.0 MW) and 4 Siemens 1.3 MW turbines, with a total capacity of 7.2 MW, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local electricity distribution network. The Forss Wind Farm consists of an original project, which became operational in April 2003 and an extension to the original project which became operational in July 2007. The Forss SPV sells the electrical output and all associated benefits in respect of the original wind farm to NFPA Scotland Limited under a 15 year PPA expiring in 2018 and sells the electrical output and all associated benefits in respect of the extension to the wind farm to Eon UK plc under a separate PPA expiring in 2023. Asset management services are provided by the RES Group. A turbine operations and maintenance agreement is in place with Siemens. Forss Wind Farm is financed with long-term debt as part of the Astraeus portfolio financing, summary details of which are set out below under the heading ''Financing arrangements in relation to the Current Portfolio'' (the **Astraeus Portfolio Financing**).

***Altahullion Wind Farm***

The Altahullion Wind Farm is located in County Londonderry, Northern Ireland. The Altahullion SPV is owned 100 per cent by UK Holdco. The project consists of 20 Siemens 1.3 MW turbines, with an extension of 9 further Siemens 1.3 MW turbines, with a total capacity of 37.7 MW, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local electricity distribution network. The Altahullion Wind Farm consists of an original, Phase I, project, which became operational in June 2003 and an extension, Phase II, which became operational in November 2007. The Altahullion SPV sells the electrical output and all associated benefits in respect of the original wind farm to Viridian Energy Supply Limited under a PPA with a duration of 15 years expiring in 2018 and sells the electrical output and all associated benefits in respect of the extension wind farm under a separate PPA with Viridian Energy Supply Limited with a duration of 15 years expiring in 2022. Asset management services are provided by the RES Group. A turbine operation and maintenance

agreement is in place with B9 Energy (O&M) Limited in respect of the Phase I turbines. Turbine maintenance in respect of Phase II turbines is carried out by Siemens under an operations, maintenance and warranty agreement. Altahullion Wind Farm is financed with long-term debt as part of the Astraeus Portfolio Financing.

***Lendrum's Bridge Wind Farm***

The Lendrum's Bridge Wind Farm is located in County Tyrone, Northern Ireland. The Lendrum's Bridge SPV is owned 100 per cent by UK Holdco. The project consists of 20 Vestas 0.66 MW wind turbines with a total capacity of 13.2 MW, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local electricity distribution network. The Lendrum's Bridge Wind Farm consists of an original project, which became operational in January 2000 and an extension to the original project which became operational in December 2002. The Lendrum's Bridge SPV sells the electrical output and all associated benefits under two PPAs. A short term PPA has been entered into with SSE Airtricity Energy Supply (Northern Ireland) Limited in respect of 9 of the wind turbines, which will expire in December 2016. Lendrum's Bridge SPV sells the electrical output and all associated benefits for the remaining 11 turbines to Viridian Energy Supply Limited under a 15 year PPA expiring in 2017. Asset management services are provided by the RES Group. A turbine operation and maintenance agreement is in place with B9 Energy (O&M) Limited. Lendrum's Bridge Wind Farm is financed with long-term debt as part of the Astraeus Portfolio Financing.

***Lough Hill Wind Farm***

The Lough Hill Wind Farm is located in County Tyrone, Northern Ireland. The Lough Hill SPV is owned 100 per cent by UK Holdco. The project consists of 6 Siemens 1.3 MW wind turbines with a total capacity of 7.8 MW, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local electricity distribution network. The Lough Hill Wind Farm has been fully operational since July 2007. Lough Hill SPV sells the electrical output and all associated benefits to ESB Independent Energy (NI) Limited under a PPA with a duration of 15 years expiring in July 2022. Asset management services are provided by the RES Group. Turbine maintenance is carried out by Siemens under an operations, maintenance and warranty agreement. Lough Hill Wind Farm is financed with long-term debt as part of the Astraeus Portfolio Financing.

***Milane Hill Wind Farm***

The Milane Hill Wind Farm is located in County Cork, Republic of Ireland. The MHB SPV is owned 100 per cent by UK Holdco. The project consists of 9 Vestas 0.66 MW wind turbines with a total capacity of 5.9 MW, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local electricity distribution network. The Milane Hill Wind Farm has been fully operational since November 2000. The MHB SPV sells the electrical output and all associated benefits to the Republic of Ireland Electricity Supply Board under a PPA expiring in December 2014 and a replacement PPA is currently under negotiation. Asset management services are provided by the RES Group. A wind turbine operation and maintenance agreement is in place with B9 Energy (O&M) Limited. Milane Hill Wind Farm is financed with long-term debt as part of the Astraeus Portfolio Financing.

***Beennageeha Wind Farm***

The Beennageeha Wind Farm is located in County Kerry, Republic of Ireland. The MHB SPV is owned 100 per cent by UK Holdco. The project consists of 6 Vestas 0.66 MW wind turbines with a total capacity of 4 MW, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local electricity distribution network. The Beennageeha Wind Farm has been fully operational since August 2000. The MHB SPV sells the electrical output and all associated benefits to the Republic of Ireland Electricity Supply Board under a PPA expiring in December 2014 and a replacement PPA is currently under negotiation. Asset management services are provided by the RES Group. A wind turbine operation and maintenance agreement is in place with B9 Energy (O&M) Limited. Beennageeha Wind Farm is financed with long-term debt as part of the Astraeus Portfolio Financing.

***Haut Languedoc Wind Farm***

The Haut Languedoc Wind Farm is located in Languedoc-Roussillon, France. The Haut Languedoc SPV is owned 100 per cent by French Holdco. The project consists of 23 Siemens 1.3 MW wind turbines with a total capacity of 29.9 MW, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local electricity distribution network. The Haut Languedoc Wind Farm has been fully operational since September 2006. The Haut Languedoc SPV sells the electrical output from the wind farm to EDF under a PPA with a duration of 15 years expiring in 2021. Asset management

services are provided by the RES Group. A turbine operations and maintenance service agreement is in place with Siemens. Haut Languedoc Wind Farm is financed with long-term debt as part of the Astraeus Portfolio Financing.

***Haut Cabardes Wind Farm***

The Haut Cabardes Wind Farm is located in Languedoc-Roussillon, France. The Haut Cabardes SPV is owned 100 per cent by French Holdco. The project consists of 16 Siemens 1.3 MW wind turbines with a total capacity of 20.8 MW, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local electricity distribution network. The Haut Cabardes Wind Farm was constructed in two 10.4 MW tranches. The first tranche has been fully operational since December 2005 and the second since August 2006. The Haut Cabardes SPV sells the electrical output from the wind farm under PPAs with EDF with a duration of 15 years expiring in 2020 for the first tranche and 2021 for the second tranche. Asset management services are provided by the RES Group. A turbine operations and maintenance service agreement is in place with Siemens. Haut Cabardes Wind Farm is financed with long-term debt as part of the Astraeus Portfolio Financing.

***Cuxac Cabardes Wind Farm***

The Cuxac Cabardes Wind Farm is located in Languedoc-Roussillon, France. The Cuxac Cabardes SPV is owned 100 per cent by French Holdco. The project consists of 6 Vestas 2 MW wind turbines with a total capacity of 12 MW, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local electricity distribution network. The Cuxac Cabardes Wind Farm has been fully operational since December 2006. The Cuxac Cabardes SPV sells the electrical output from the wind farm to EDF under a PPA with a duration of 15 years expiring in 2021. Asset management services are provided by the RES Group. A turbine service agreement is in place with Vestas. Cuxac Cabardes Wind Farm is financed with long-term debt as part of the Astraeus Portfolio Financing.

***Roussas-Claves Wind Farm***

The Roussas-Claves Wind Farm is located in Rhone-Alpes, France. The Roussas-Claves SPV is owned 100 per cent by French Holdco. The project consists of 6 Vestas 1.75 MW wind turbines with a total capacity of 10.5 MW, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local electricity distribution network. The Roussas-Claves Wind Farm has been fully operational since January 2006. The Roussas-Claves SPV sells the electrical output from the wind farm under PPAs with EDF expiring in 2021. Asset management services are provided by the RES Group. A turbine service agreement is in place with Vestas. Roussas-Claves Wind Farm is financed with long-term debt as part of the Astraeus Portfolio Financing.

***Parley Court Farm Solar Park***

Parley Court Farm Solar Park is located in Dorset, England close to Bournemouth. The Group owns a 100 per cent interest in the Parley Court Farm SPV. The project uses ReneSola PV modules for a total peak capacity of 24.2 MW connected to the local 33kV distribution network. The plant has been operational since March 2014. Isolux Corsan was the EPC contractor. The project has a 26-year site lease to October 2039 (with an option to extend for 15 years) and planning permission covering the same period including the extension. Revenues are derived from a mixture of ROCs (at 1.6 ROCs per MWh), LECs and power sales, with a short term PPA currently in place with Neas Energy Limited. Asset SPV management is provided by RES and operations and maintenance management services are provided by Isolux Corsan. There is no third party debt funding at the project level.

***Egmere Airfield Solar Park***

Egmere Airfield Solar Park is located in Norfolk, England close to King's Lynn. The Group owns a 100 per cent interest in the Egmere Airfield SPV. The project uses ReneSola PV modules for a total peak capacity of 21.2 MW connected to the local 33kV distribution network. The plant has been operational since March 2014. Isolux Corsan was the EPC contractor. The project has a 41-year site lease to October 2054 and planning permission in place to 2039. Revenues are derived from a mixture of ROCs (at 1.6 ROCs per MWh), LECs and power sales, with a short term PPA currently in place with Neas Energy Limited. Asset SPV management is provided by RES and operations and maintenance management services is provided by Isolux Corsan. There is no third party debt funding at the project level.

***Stour Fields Solar Park***

Stour Fields is located in Essex, England, near Colchester. The Group owns a 100 per cent interest in the project company. The project uses Hanwha SolarOne PV modules for a total peak capacity of 18.7 MW, 22

Schneider Electric XC680 central inverters and 11 Schneider Electric Minera transformers, connecting to the local 33kV distribution network. The plant was constructed by ib vogt GmbH who are also responsible for operations and maintenance during the 24 months of its warranty period. The project was commissioned in March 2014, shortly after TRIG's acquisition of the project, and is eligible for 1.6 ROCs per MWh of production. Revenues are derived from the sale of ROCs, LECs and power sales. The balance will come from the sale of power which is currently governed by a short term PPA. There is no third party debt funding at the project level.

***Tamar Heights Solar Park***

Tamar Heights is located in North Devon, England. The Group owns a 100 per cent interest in the project company. The solar farm uses Hanwha SolarOne PV modules for a total peak capacity of 11.8 MW, 14 Schneider Electric XC680 central inverters and 7 Schneider Electric Minera transformers, connecting to the local 33kV distribution network. The plant was constructed by ib vogt GmbH who are also responsible for operations and maintenance during the 24 month warranty period. The project was commissioned in March 2014, shortly after TRIG's acquisition of the project, and is eligible for 1.6 ROCs per MWh of production. Revenues are derived from the sale of ROCs, LECs and from the sale of power which is currently governed by a short term PPA. There is no third party debt funding at the project level.

***Penare Farm Solar Park***

Penare Farm Solar Park is located in Cornwall, England close to Truro. The Group owns a 100 per cent interest in the Penare Farm SPV. The project uses ReneSola PV modules for a total peak capacity of 11.1 MW connected to the local 33kV distribution network. The plant has been operational since March 2014. Isolux Corsan was the EPC contractor. The project has a 25-year site lease to October 2038 and planning permission in place for an equivalent period. Revenues are derived from a mixture of ROCs (at 1.6 ROCs per MWh), LECs and power sales, with a short term PPA currently in place with Neas Energy Limited. Asset SPV management is provided by RES and operations and maintenance management services are provided by Isolux Corsan. There is no third party debt funding at the project level.

***Parsonage Farm***

Parsonage Farm Solar Park is located in Somerset, England, close to Ilminster. The Parsonage Farm SPV is owned 100 per cent by UK Holdco. The project uses Canadian Solar PV modules with a total peak generating capacity of 7 MW, SMA inverters and a transformer to connect to the local 33kV distribution network. The plant has been operational since August 2013. Revenues are derived from the sale of ROCs, with the balance coming from the sale of power under a short term PPA. Asset management services are provided by the RES Group. Site operations and maintenance services are provided by Goldbeck. There is no third party debt funding at the project level.

***Churchtown***

Churchtown Solar Park is located in Cornwall, England, close to Camborne. The Churchtown SPV is owned 100 per cent by UK Holdco. The project uses Canadian Solar PV modules for a total peak capacity of 4 MW, four 500HE Ingeteam inverters and one step-up transformer to connect to the local 33kV distribution network. The plant has been operational since July 2011. The majority of the revenues are derived from Feed-in Tariff proceeds, with the balance coming from the sale of power under a fixed price, short-term PPA. Asset management services are provided by Low Carbon Services (UK) Limited. Site operations and maintenance services are provided by Isolux Corsan. The Churchtown Solar Park is financed with long-term debt as part of the Cornwall Solar Portfolio Financing, summary details of which are set out below under the heading ''Financing arrangements in relation to the Current Portfolio'' (the **Cornwall Solar Portfolio Financing**).

***East Langford***

East Langford Solar Park is located in Cornwall, England close to Bude. The East Langford SPV is owned 100 per cent by UK Holdco. The project uses Canadian Solar PV modules for a total peak capacity of 5 MW, four 500HE Ingeteam inverters and one step-up transformer to connect to the local 33kV distribution network. The plant has been operational since July 2011. The majority of the revenues are derived from Feed-in Tariff proceeds, with the balance coming from the sale of power under a fixed price, short-term PPA. Asset management services are provided by Low Carbon Services (UK) Limited. Site operations and maintenance services are provided by Isolux Corsan. East Langford Solar Park is financed with long term debt as part of the Cornwall Solar Portfolio Financing.

***Manor Farm***

Manor Farm Solar Park is located in Cornwall, England close to St. Austell. The Manor Farm SPV is owned 100 per cent by UK Holdco. The project uses Canadian Solar PV modules for a total peak capacity of 5 MW, four 500HE Ingeteam inverters and one step-up transformer to connect to the local 33kV distribution network. The plant has been operational since July 2011. The majority of the revenues are anticipated to be derived from Feed-in Tariff proceeds, with the balance coming from the sale of power under a fixed price, short term PPA. Asset management services are provided by Low Carbon Services (UK) Limited. Site operations and maintenance services are provided by Isolux Corsan. Manor Farm Solar Park is financed with long term debt as part of the Cornwall Solar Portfolio Financing.

***Marvel Farms***

Marvel Farms Solar Park is located on the Isle of Wight, England, close to Blackwater. The Marvel Farms SPV is owned 100 per cent by UK Holdco. The project uses LDK and Q.PRO solar PV modules with a total peak generating capacity of 5 MW, Mastervolt string inverters and one transformer to connect to the local 33kV distribution network. The project is comprised of two sections, an established operational site commissioned in 2011 and an extension to the site which was connected to the grid in December 2013. Construction of the extension was undertaken by Lark Energy. The majority of revenues are anticipated to be derived from Feed-in Tariff proceeds, with the balance coming from the sale of power under a fixed price, short-term PPA. The project has no third party debt funding.

***Puits Castan Solar Park***

The Puits Castan Solar Park is located in Languedoc-Roussillon, France. The Puits Castan SPV is owned 100 per cent by French Holdco. The project is a 5 MW PV plant comprising Fonroche panels and associated inverter stations and high voltage electricity collection system to connect to the local distribution network. The Puits Castan Solar Park has been fully operational since April 2011. The Puits Castan SPV sells the electrical output from the solar park to EDF S.A. under a PPA with a duration of 20 years expiring in 2031. Asset operations and maintenance management services are provided by the RES Group. Puits Castan Solar Park is financed with long-term debt.

Since 30 September 2014 the Group acquired the following projects:

***Earlseat Wind Farm***

The Earlseat Wind Farm is located in Fife, Scotland. The Earlseat SPV is owned 100 per cent by UK Holdco. The project consists of 8 Vestas V90 2.0 MW wind turbines with 16 MW of total rated generating capacity, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local electricity distribution network. The project was grid-connected in June 2014 and sells the electrical output and all associated benefits to GDF SUEZ under a PPA expiring in 2017. A turbine service and availability agreement is in place with Vestas. There is no third party debt funding at the project level.

***Taurbeg Wind Farm***

The Taurbeg Wind Farm is located in County Cork in the Republic of Ireland near Newmarket. The Taurbeg SPV is owned 100 per cent by UK Holdco. The project consists of 11 Siemens 2.3 MW wind turbines with 25.3 MW of total rated generating capacity, roads and civil infrastructure, a high voltage electricity collection system and a sub-station with an interconnection to the local distribution network. The project, which was developed by the RES group, was grid-connected in March 2006 and sells its electrical output under a PPA in place with SSE Airtricity expiring in 2016. The project's revenues are derived predominantly from power sales. Asset management services are provided by the RES Group. A turbine service and availability agreement is in place with Siemens. There is no third party debt funding at the project level.

***Further Investments***

With the backdrop of the significant historic and expected growth in the renewables energy infrastructure market in Europe (as set out in Part II of this Registration Document) and the significant expected contributions of onshore wind and solar PV technologies towards the annually increasing volumes of new renewable power capacity installations, the Company expects to have significant opportunities to expand its portfolio through the acquisition of further investments meeting the requirements of the Company's investment policy. Within the UK solar PV market, this may include smaller sub-5MW ground-mounted installations as well as roof-mounted installations which are favoured under recently set out policy changes (as set out in Part II of this Registration Document). In addition future improvements in the cost efficiency, track record and reliability of other renewables technologies may allow the Company to extend

the range of renewables sources within the Company's portfolio and contribute to the further growth of the Company.

***Pipeline Investments***

The Company has the contractual right of first offer over other assets developed by RES (predominantly newly developed onshore wind assets) in the UK and Northern Europe and the Investment Manager has identified a range of other potential Further Investments for which discussions are underway with parties other than RES (together, the **Pipeline Projects**). The Company has access to the resources of both RES and InfraRed in sourcing assets more broadly from utilities and other developers or owners of renewables assets. The Company anticipates that acquisition of any Pipeline Projects will be financed in part through the Acquisition Facility which will normally be repaid within 12 months, through the issuance of new equity under the Share Issuance Programme, as well as through the accumulation over time of surplus cash flows from the Portfolio after the payment of the target dividend.

***Financing arrangements in relation to the Current Portfolio***

The Current Portfolio is financed by way of four portfolio financings (in respect of the Anemoi Portfolio, the Astraeus Portfolio, the Meikle Carewe and Tallentire Portfolio and the Cornwall Solar Projects) and a standalone financing relating to the Puits Castan project. Broadly speaking, the financing arrangements adhere to a non-recourse project financing structure, subject to cross-collaterisation between the individual assets within a portfolio. Within each portfolio or standalone financing, the funds are generally provided to the relevant Portfolio Company (as borrower) which holds the generation assets, with the exception of: (i) the Astraeus Irish and UK projects, where the funds are provided to RES Wind Farm Holdings Limited (a wholly-owned subsidiary of UK Holdco which, in turn, owns 100 per cent of each of the SPVs holding these projects); and (ii) the Cornwall Solar Projects where the funds are provided to European Investments (Cornwall) Limited (a wholly-owned subsidiary of European Investments (SCEL) Limited, which is a wholly-owned subsidiary of UK Holdco), which, in turn, owns 100 per cent of the Portfolio Companies holding these projects).

Interest rates for senior term loans have in recent years varied between the relevant interbank offer rate + 100bps and 300bps per annum. Term loans are typically repaid in six monthly instalments in accordance with a repayment schedule determined on the basis of the projected cash flow of the specific project. All the financing arrangements include extensive covenants, representations and events of default to which the relevant Portfolio Company is subject including, by way of example, negative pledges; limitations on indebtedness of the SPVs in the relevant portfolio or standalone financing; restrictions on dividend payments, asset dispositions, mergers or reorganisations; and maintenance of minimum liquidity levels and financial ratios. In particular, it is important to note that there are often restrictions on the movement of money out of the Portfolio Company and it is typical for cash to be locked up in the project unless a number of conditions are satisfied. There may be situations, for instance when project revenues or liquidity levels have decreased, where the Group would need (but is not obliged) to contribute additional funds to the wind or solar PV project entity to remedy cover ratio or other defaults to avoid the loss of a project. Each Portfolio Company has granted security over all of its assets to its lenders and therefore if an event of default occurs and is not remedied (or capable of being remedied), the lenders may enforce their security over the assets by taking possession of the project SPV and/or the relevant solar PV park or wind farm.

*Anemoi Portfolio Financing*

The Anemoi financing arrangements relate to the Hill of Towie Wind Farm, the Green Hill Wind Farm, the Roos Wind Farm and the Grange Wind Farm projects. Senior term loans, generally with repayment profiles of 15 years from the commercial operation of each respective project, have been secured.

*Astraeus Portfolio Financing*

The Astraeus financing arrangements relate to the Forss Wind Farm, Altahullion Wind Farm, Lendrum's Bridge Wind Farm, Lough Hill Wind Farm, Milane Hill Wind Farm, Beennageeha Wind Farm, Haut Languedoc Wind Farm, Roussas-Claves Wind Farm, Cuxac-Cabardes Wind Farm and Haut Cabardes Wind Farm projects. Senior term loans, generally with repayment profiles of up to 15 years from the commercial operation of each respective project, have been secured.

*Meikle Carewe and Tallentire Portfolio Financing*

The Meikle Carewe and Tallentire financing arrangements relate to Meikle Carewe Wind Farm and Tallentire Wind Farm projects. Senior term loans, generally with repayment profiles of 15 years from commercial operation of each respective project have been secured.

*Cornwall Solar Portfolio Financing*

The Cornwall Solar Projects financing arrangements relate to the Churchtown Solar Park, East Langford Solar Park, and the Manor Farm Solar Park projects. Senior term loans have been secured with amortisation profiles of 18 years and a requirement to refinance by July 2017 (within 5 years of the loan being committed).

*Puits Castan Financing*

A standalone financing has been entered into in respect of the Puits Castan Solar Park project. A senior term loan of 18 years in tenor has been secured.

Information relating to the project financing arrangements currently in place for each Portfolio Company in the Current Portfolio is set out in the figure below.

**Figure 10**

| Project | Date | Borrower | Type | Original Lenders | Maturity Date |
|---|---|---|---|---|---|
| ***Anemoi Portfolio Financing*** | | | | | |
| Roos | 7 February 2012 | Roos Energy Limited | Commercial Loans, EIB Loans, VAT Loans (revolving), Working Capital Loans (revolving), PPA LC Loans | Lloyds TSB Bank plc<br>KfW IPEX-Bank GmbH, London Branch | 30 June 2028 (Commercial Loans, EIB Loans and PPA LC Loans)<br>31 October 2016 (Working Capital Loans) |
| Grange | 29 March 2012 | Grange Renewable Energy Limited | Commercial Loans, EIB Loans, VAT Loans (revolving) Working Capital Loans (revolving), PPA LC Loans | Lloyds TSB Bank plc<br>KfW IPEX-Bank GmbH, London Branch | 30 June 2028 (Commercial Loans, EIB Loans and PPA LC Loans)<br>31 October 2016 (Working Capital Loan) |
| Hill of Towie | 10 March 2010 | Hill of Towie Limited | Commercial Loans, EIB Loans, Working Capital Loans (revolving), PPA LC Loans | Bank of Scotland plc<br>BNP Paribas London Branch | 30 April 2027 (Commercial Loans, EIB Loans and PPA LC Loans)<br>31 October 2017 (Working Capital Loans) |
| Green Hill | 27 October 2010 | Green Hill Energy Limited | Commercial Loans, EIB Loans, VAT Loans (revolving), Working Capital Loans (revolving), PPA LC Loans | Lloyds TSB Bank plc<br>BNP Paribas, London Branch | 31 March 2027 (Commercial Loans, EIB Loans and PPA LC Loans)<br>31 October 2017 (Working Capital Loans) |
| ***Astraeus Portfolio Financing*** | | | | | |
| Forss | 25 March 2005 | RES Wind Farm Holdings Limited | Term loan | The Bank of Tokyo-Mitsubishi, Ltd<br>Royal Bank of Canada<br>BNP Paribas | 31 October 2018 |
| Forss Extension | 16 January 2007 | RES Wind Farm Holdings Limited | Term loan | The Bank of Tokyo-Mitsubishi, Ltd<br>Royal Bank of Canada<br>BNP Paribas | 31 October 2022 |

| Project | Date | Borrower | Type | Original Lenders | Maturity Date |
|---|---|---|---|---|---|
| Altahullion | 25 March 2005 | RES Wind Farm Holdings Limited | Term Loan | The Bank of Tokyo-Mitsubishi, Ltd | 31 October 2018 |
| | | | | Royal Bank of Canada | |
| | | | | BNP Paribas | |
| Altahullion Extension | 16 January 2007 | RES Wind Farm Holdings Limited | Term loan | The Bank of Tokyo-Mitsubishi, Ltd | 30 April 2023 |
| | | | | Royal Bank of Canada | |
| | | | | BNP Paribas | |
| Lendrum's Bridge | 25 March 2005 | RES Wind Farm Holdings Limited | Term loan | The Bank of Tokyo-Mitsubishi, Ltd | 31 October 2018 |
| | | | | Royal Bank of Canada | |
| | | | | BNP Paribas | |
| Lough Hill | 16 January 2007 | RES Wind Farm Holdings Limited | Term loan | The Bank of Tokyo-Mitsubishi, Ltd | 31 October 2022 |
| | | | | Royal Bank of Canada | |
| | | | | BNP Paribas | |
| Milane Hill | 25 March 2005 | RES Wind Farm Holdings Limited | Term loan | The Bank of Tokyo-Mitsubishi, Ltd | 30 April 2015 |
| | | | | Royal Bank of Canada | |
| | | | | BNP Paribas | |
| Beennageeha | 25 March 2005 | RES Wind Farm Holdings Limited | Term loan | The Bank of Tokyo Mitsubishi, Ltd | 30 April 2015 |
| | | | | Royal Bank of Canada | |
| | | | | BNP Paribas | |
| Haut Languedoc | 25 March 2005 | CEPE de Haut Languedoc S.A.R.L. | Term loan | The Bank of Tokyo-Mitsubishi, Ltd | 31 October 2021 |
| | | | | Royal Bank of Canada | |
| | | | | BNP Paribas | |
| Haut Cabardes | 25 March 2005 | CEPE du Haut Cabardes S.A.R.L | Term loan x2 | The Bank of Tokyo-Mitsubishi, Ltd | 31 October 2021 |
| | | | | Royal Bank of Canada | |
| | | | | BNP Paribas | |
| Cuxac Cabardes | 25 March 2005 | CEPE de Cuxac S.A.R.L. | Term loan | The Bank of Tokyo-Mitsubishi, Ltd | 31 October 2022 |
| | | | | Royal Bank of Canada | |
| | | | | BNP Paribas | |
| Roussas-Claves | 25 March 2005 | CEPE des Claves S.A.R.L. | Term loan | The Bank of Tokyo-Mitsubishi, Ltd | 30 April 2021 |
| | | | | Royal Bank of Canada | |
| | | | | BNP Paribas | |

| Project | Date | Borrower | Type | Original Lenders | Maturity Date |
|---|---|---|---|---|---|
| ***Puits Castan Financing*** | | | | | |
| Puits Castan | 30 July 2010 | CEPE de Puits Castan S.A.R.L. | Term loan | Credit Industriel et Commercial | 18th anniversary of date of commencement of the amortisation period. |
| ***Cornwall Solar Portfolio Financing*** | | | | | |
| Churchtown | 24 July 2012 | European Investments (Cornwall) Limited | Term loan | HSBC Bank plc | 24 July 2017 |
| | | | | The Royal Bank of Scotland plc | |
| | | | | Abbey National Treasury Services plc (trading as Santander Global Banking & Markets) | |
| East Langford | 24 July 2012 | European Investments (Cornwall) Limited | Term loan | HSBC Bank plc | 24 July 2017 |
| | | | | The Royal Bank of Scotland plc | |
| | | | | Abbey National Treasury Services plc (trading as Santander Global Banking & Markets) | |
| Manor Farm | 24 July 2012 | European Investments (Cornwall) Limited | Term loan | HSBC Bank plc | 24 July 2017 |
| | | | | The Royal Bank of Scotland plc | |
| | | | | Abbey National Treasury Services plc (trading as Santander Global Banking & Markets) | |
| ***Meikle Carewe and Tallentire Portfolio Financing*** | | | | | |
| Meikle Carewe | 6 December 2013 | MC Power Limited | Term loan | KfW IPEX-Bank | 31 October 2028 |
| Tallentire | 6 December 2013 | Tallentire Energy Limited | Term loan | KfW IPEX-Bank | 31 October 2028 |

# PART IV

# DIRECTORS, MANAGEMENT AND ADMINISTRATION

**The Board**

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

As at the date of this Registration Document, there are four Directors of the Company. They are all non-executive and are all independent of the Investment Manager and the Operations Manager. The Directors are listed below and details of their current and recent directorships and partnerships are set out in paragraph 3.8 of Part VII of this Registration Document.

**Helen Mahy** (*Chairman*) is an experienced chairman and non-executive director. Helen was Group Company Secretary and General Counsel of National Grid plc and was a member of its Executive Committee from September 2003 to January 2013 when she retired from National Grid plc. She has also been a non-executive director of Stagecoach Group plc since January 2010 and Chairman of its Health, Safety and Environment Committee. Helen is also Chairman of the board of Obelisk Legal Support Services Ltd. In October 2013, Helen was appointed to the boards of Bonheur ASA and Ganger Rolf ASA. Both companies are listed on the Oslo Stock Exchange. In July 2014 she was appointed to the Board of SVG Capital plc where she chairs the Remuneration and Nomination Committee. Helen is a resident of the UK.

Between 2003 and 2013, Helen headed up the Global Assurance function at National Grid plc, covering compliance and business conduct and ethics. She also chaired its Global Business Conduct Committee throughout this period. From 2003 to 2010 she headed National Grid's Risk Management function and from 2006 to 2012 had responsibility for its annual report. Helen was also non-executive director of Aga Rangemaster Group plc between March 2003 and December 2009. In 2005 and 2006, Helen sat on the General Management Committee of the Bar Council and chaired its Employed Barristers' Committee in 2006 and was a Director of Bar Services Company Ltd between January 2006 and February 2008. Helen was Chair of the General Counsel 100 Group in 2007.

Helen qualified as a barrister and was an Associate of the Chartered Insurance Institute. She also has Coaching Performance Excellence Accreditation and won the Institute of Company Secretaries and Administrators ''Company Secretary of the Year'' Award in 2011.

**Jon Bridel** (*Director*) is currently a non-executive chairman or director of listed and unlisted companies comprised mainly of investment funds and investment managers. These include Alcentra European Floating Rate Income Fund Limited and Starwood European Real Estate Finance Limited which are both listed on the main market of the London Stock Exchange. He was previously Managing Director of Royal Bank of Canada's investment businesses in the Channel Islands. Prior to this, Jon served in senior management positions in the British Isles and Australia in banking, specialising in credit and in private businesses as chief financial officer. Graduating from the University of Durham with a degree of Master of Business Administration in 1988, Jon also holds qualifications from the Institute of Chartered Accountants in England and Wales where he is a Fellow, the Chartered Institute of Marketing and the Australian Institute of Company Directors. Jon is a Chartered Marketer and a member of the Chartered Institute of Marketing, the Institute of Directors and a Chartered Fellow of the Chartered Institute for Securities and Investment. Jon is a resident of Guernsey.

**Klaus Hammer** (*Director*) is a graduate of the University of Hamburg and gained an MBA at IMD Lausanne. He was previously Chief Operating Officer of the global CCGT gas power plant business of EON, and also served on a variety of the boards including EON Värmekraft Sverige AB, Horizon Nuclear Power Ltd. and the UK Association of Electricity Producers. Prior to EON, which he joined in 2005, he spent 20 years with Royal Dutch Shell in a variety of roles in both Europe and Africa. Among his other current roles, he is a public member of Network Rail. Klaus is a resident of Germany.

**Shelagh Mason** (*Director*) is an English property solicitor with over 30 years' experience in commercial property. She retired as Senior Partner of Spicer and Partners Guernsey LLP on 30 November 2014 and has taken up the position of consultant with Collas Crill, specialising in English commercial property. Her last position in the United Kingdom was as a senior partner of Edge & Ellison. For two years until 2001 she was Chief Executive of a property development company active throughout the United Kingdom and the Channel Islands. Shelagh is a member of the board of directors of Standard Life Investments Property Income Trust, a property fund listed on the London Stock Exchange. She is also a director of MedicX

Fund, a main market listed investment company investing in primary healthcare facilities. She is also a non-executive director of the Channel Islands Property Fund which is listed on the Channel Islands Securities Exchange and also holds other non-executive positions. She is a past Chairman of the Guernsey Branch of the Institute of Directors and a member of the Chamber of Commerce, the Guernsey International Legal Association and she also holds the IOD Company Direction Certificate and Diploma with distinction. Shelagh is a resident of Guernsey.

**Management of the Company**

***The Investment Manager***

The Company is categorised as an internally managed non-EU alternative investment fund for the purposes of the AIFM Directive. As such the Board retains overall responsibility for risk management of the Company and the Group. The Company and UK Holdco have, however, entered into the Investment Management Agreement under which responsibility for portfolio management has been delegated to InfraRed Capital Partners Limited, as Investment Manager. InfraRed Capital Partners Limited has full discretion under the Investment Management Agreement to make investments in accordance with the Company's published investment policy and the investment parameters adopted and approved by the Board from time to time, subject to some investment decisions which require the consent of the Board. The Investment Manager also has responsibility for financial administration and investor relations, advising the Company and the Group in relation to the strategic management of the Holding Entities and the investment portfolio, advising the Company in relation to any significant acquisitions or investments and monitoring the Group's funding requirements. The Investment Manager also provides secretarial services to UK Holdco. The Investment Manager reports to the Board.

InfraRed Capital Partners Limited was incorporated in England and Wales on 2 May 1997 (registered number 03364976). Its registered office is 12 Charles II Street, London SW1Y 4QU.

***The Operations Manager***

The Company and UK Holdco have also entered into the Operations Management Agreement with Renewable Energy Systems Limited pursuant to which Renewable Energy Systems Limited acts as the Company's operations manager. The services provided by the Operations Manager include maintaining an overview of project operations and reporting on key performance measures, recommending and implementing strategy on management of the portfolio of operating assets including strategy for energy sales agreements, insurance, maintenance and other areas requiring portfolio-level decisions, maintaining and monitoring health and safety and operating risk management policies and compliance with applicable laws and regulations. The Operations Manager also works jointly with the Investment Manager on sourcing and transacting new business, refinancing of existing assets and investor relations. As the Operations Manager is not authorised to perform regulated activities in accordance with FSMA it does not participate in any investment decisions taken by or on behalf of the Company or undertake any other regulated activities for the purposes of FSMA. The Operations Manager reports to the Board.

Renewable Energy Systems Limited was incorporated in England and Wales on 8 October 1981 (registered number 01589961). Its registered office is at Beaufort Court, Egg Farm Lane, Station Road, Kings Langley, Hertfordshire, WD4 8LR.

***The Advisory Committee***

The Investment Manager and the Operations Manager have established a joint advisory committee (the **Advisory Committee**) which comprises four members appointed by the Investment Manager and three members appointed by the Operations Manager. All decisions of the Advisory Committee require unanimity of the members present and the quorum is two members from the Investment Manager and two members from the Operations Manager. The Advisory Committee does not approve investment decisions, which are subject to the approval of the Investment Committee referred to below. The Advisory Committee is responsible for reviewing and approving an annual budget and business plan in respect of the Group's operations, monitoring the implementation of the Investment Policy and the management of the Group's investments, reviewing any investment or divestment proposal and reviewing the performance of the Portfolio in detail at least quarterly.

In addition, it is responsible for considering and, where applicable, approving matters relating to asset management based on reports and recommendations made by the Operations Manager as well as considering and, where applicable, approving matters relating to borrowings, financial administration and investor relations based on reports and recommendations from the Investment Manager.

The Investment Manager has appointed the following persons as members of the Advisory Committee: Chris Gill, Tony Roper, James Hall-Smith and Richard Crawford (all partners of InfraRed Capital Partners (Management) LLP), details of whom are set out in this Part IV. The Investment Manager's team who sit on the Advisory Committee have combined experience of over 75 years in making infrastructure investments and managing investments and projects. The skills and knowledge of its members are augmented by those of the investment professionals within the wider InfraRed team as required. Further resource is provided from central functions within the business covering finance, risk management and control, document management and credit evaluations.

The Operations Manager has appointed the following persons as members of the Advisory Committee: Miles Shelley, Jaz Bains and Rachel Ruffle, details of whom are set out below in this Part IV.

***The Investment Committee***

It is the role of the Investment Manager to establish and provide membership of an investment committee (the **Investment Committee**) initially comprising four members, all of whom are partners of InfraRed Capital Partners (Management) LLP. The Investment Manager has appointed the following persons as members of the Investment Committee: Werner von Guionneau, Chris Gill, Tony Roper and James Hall-Smith, details of whom are set out below in this Part IV.

The Investment Committee is responsible for the Investment Manager's decisions in relation to approving the purchase and financing of new assets and the refinancing of existing assets. The Investment Committee reviews prospective new investments at various stages up to their acquisition and sanctions the final approval of any acquisition. The Investment Committee considers, *inter alia*, the suitability of the acquisition in relation to the existing portfolio, its match with the Company's investment policy and the projected returns compared to the Group's targets. Whilst the Investment Manager, acting through the Investment Committee, has full discretion over acquisitions and disposals (acting on a unanimous basis of all those present) which are made in accordance with the Company's published investment policy and the investment parameters adopted and approved by the Board from time to time (subject to some investment decisions which require the consent of the Board), the Investment Manager keeps the Directors informed of new opportunities.

In addition to approving new investments and disposals, the Investment Committee is also responsible, *inter alia*, for submitting Shareholder materials and other materials which are to be published in the name of the Company to the Board for approval, making a quarterly financial report to the Board on the Group's investment portfolio and advising the Board on the Company's distribution strategy.

**The InfraRed Group**

The InfraRed Group is a privately owned, dedicated real estate and infrastructure investment business, managing a range of infrastructure and real estate funds and investments. The InfraRed Group has a strong record of delivering attractive returns for its investors, which include pension funds, insurance companies, funds of funds, asset managers and high net worth investors domiciled in the UK, Europe, North America, Middle East and Asia.

The InfraRed Group comprises InfraRed Capital Partners (Management) LLP and a number of wholly-owned subsidiaries, two of which are regulated by the Financial Conduct Authority (including the Investment Manager). The InfraRed Group currently manages six infrastructure funds and four real estate funds with total equity under management of more than US$7 billion. The InfraRed Group has a staff of over 100 employees and partners, based mainly in offices in London and with smaller offices in Paris, Sydney, Hong Kong and New York.

Since 1998, the InfraRed Group (including predecessor organisations) has raised 13 private institutional investment funds investing in infrastructure and property, in addition to the Group and HICL Infrastructure Company Limited (**HICL**), a leading London-listed infrastructure fund launched in 2006.

InfraRed Capital Partners Limited (the **Investment Manager**) is currently 80.1 per cent owned by 26 partners through InfraRed Capital Partners (Management) LLP, and 19.9 per cent owned by a subsidiary of HSBC. This ownership structure was the result of a management buyout of the specialist infrastructure and real estate business which was previously known as HSBC Specialist Investments Limited (**HSIL**) which was completed in April 2011.

The Investment Manager also launched the €235 million InfraRed Environmental Infrastructure Fund in 2009, an unlisted capital growth fund which targets investments mainly in the development of environmental infrastructure projects including renewable energy assets, water related infrastructure, waste management and other sectors. Final closing for this fund was in May 2010. This fund has invested in

several wind farm projects and solar projects (including the three Cornwall Solar Projects, which were sold to the Group as part of the Initial Portfolio), as well as an auxiliary electricity generation asset in the UK and an Australian desalination plant. Given the expertise of the Investment Manager in this area and broad range of contacts in the renewables industry, it will also be available to assist on sourcing and evaluating new operational assets for the Company's growth pipeline.

The infrastructure investment team within the InfraRed Group currently consists of over 50 investment professionals. The team currently has approximately 500 years' combined experience in the infrastructure sector and has a broad range of relevant skills, including private equity, structured finance, construction and facilities management. The team is based in offices in London, Paris, Sydney and New York, enabling it to source new investment opportunities globally for the funds it manages. The team takes a proactive approach to monitoring the performance of infrastructure investments for which it is responsible. It has an excellent track record for managing investments in infrastructure projects in their construction, commissioning and operational phases.

***Investment record***

The InfraRed Group has a long and successful proven track record in sourcing, structuring, acquiring, managing and financing infrastructure equity investments. It has been responsible for more than 150 infrastructure equity investments for the InfraRed Group (including predecessor organisations) and its funds to date. Its projects have won several awards including awards from Project Finance Magazine and Infrastructure Journal.

**Investment management team in respect of the Group**

The team providing investment management services to the Group is experienced in infrastructure financing including investment in renewable energy infrastructure assets. The team's experience includes the ownership, financing and management of wind farm and solar PV park projects.

Brief biographies of senior members of the Investment Manager's team are set out below.

**Richard Crawford** – Director, Environmental Infrastructure, InfraRed Capital Partners

Richard joined InfraRed in 2002 where he was a Director in its Investments division. Prior to this Richard worked for Impregilo, where he led the group's infrastructure concession activity in the U.K., and Ernst & Young. Richard's key role is leading the team that provides advice and services to the Group. Prior to the IPO of the Company, Richard's focus was Environmental Infrastructure, where he was responsible for transacting and managing investments in the renewable energy (primarily wind and solar), waste and water sectors. Richard has over 17 years' infrastructure experience gained across the energy, telecommunications, transport, social and water sectors. Richard has a degree in Civil Engineering and is a Chartered Accountant (FCA) and a member of the Association of Corporate Treasurers (AMCT).

**Werner von Guionneau** – Chief Executive, InfraRed Capital Partners

Werner joined Charterhouse (which subsequently became InfraRed) in 1995 having previously held roles in Property Investment, Corporate Finance and Private Equity in the U.S. and Germany. As Joint Chief Executive of Charterhouse Bank, Werner, together with many of the current senior InfraRed team members, restructured the bank into a private equity investment business focusing on infrastructure and real estate. Since then, he has focused on developing strategy and driving the evolution and growth of the business, and has been closely involved in selecting and monitoring investments. Werner read Business Administration and Economics at the University of St. Gallen, Switzerland and subsequently worked as a research fellow at Harvard Business School.

**Chris Gill** – Deputy Chief Executive, InfraRed Capital Partners

Chris joined InfraRed in 2008 as Deputy Chief Executive, having originally joined Midland Bank, later acquired by HSBC, in 1981. Initially focused on project finance, Chris has had extensive involvement with a variety of leverage, structured and cash flow based financings internationally. Chris undertook a series of credit roles, culminating in becoming Head of Credit Risk Management for HSBC in London. He also sat on the Board and Investment Committee of HSBC Private Equity Europe (now Montagu Private Equity). Chris was also responsible for HSBC's global private equity investment activities and sat on the boards and committees of HSBC's private equity businesses in Asia, the Middle East, U.S. and Canada, and on boards of a number of third party funds. Chris is responsible for the day-to-day management of the InfraRed business, including oversight of the Finance, Risk and Compliance functions. Chris is a graduate of Loughborough University with BSc and MPhil degrees.

**James Hall-Smith** – Director and Team Head of Environmental Infrastructure, InfraRed Capital Partners

James joined InfraRed in 1997. Previously he worked at Hambros Bank in its project advisory unit advising on early U.K. Private Finance Initiative projects. James started his career as an engineer with Mott MacDonald where he was involved in the procurement of rolling stock and computational fluid dynamics. James currently leads InfraRed's Environmental Infrastructure team. Prior to this role, as a member of the Infrastructure Development team he participated in transactions across the primary healthcare sector, the BSF schools programme and the university and defence sectors. Since 2006, James has transacted across the renewable energy, water and waste sectors. James has a BEng (Hons) degree in Mechanical Engineering from Exeter University and is an Associate Member of the Institute of Mechanical Engineers.

**Tony Roper** – Director and Team Head of Secondary Infrastructure, InfraRed Capital Partners

Tony joined InfraRed in 2006. He has over 20 years' infrastructure experience and has been involved in the PPP sectors in the U.K., Europe and Australia since 1995. Tony has worked on a broad range of transactions including development projects, refinancings, the purchase of over 35 PPP investments and several investment realisations. Prior to InfraRed, he worked for 12 years at John Laing plc. At InfraRed he has led the team in managing HICL's investment portfolio and has successfully grown HICL's portfolio and raised further equity capital for the company. Tony trained initially as a structural engineer, having graduated with an MA in Engineering from Cambridge University. He is also a qualified accountant.

**The RES Group**

Renewable Energy Systems Limited acts as the Operations Manager to the Company.

RES is one of the world's leading renewable energy developers, with extensive experience in developing, financing, constructing and operating renewable energy infrastructure projects globally across a wide range of low carbon technologies including wind, solar, energy storage and demand-side management.

At inception, RES was a special projects team within the Sir Robert McAlpine group, a British family owned firm with over 144 years' experience in construction and engineering. It grew to become a subsidiary and is now an entity under common control.

RES has been at the forefront of wind energy development for over 30 years. Since incorporation in 1981, RES has developed and/or constructed more than 149 individual wind farms and solar PV parks around the world with a combined capacity of over 8,600 MW. In 1992, as part of the Wind Resources consortium, RES developed and built its first wind farm, Carland Cross near Newquay in Cornwall. This was a significant milestone not only for RES but for the future of renewable energy in the UK as at the time it was only the second wind farm to be completed in the UK. The project, originally consisting of 15 Vestas turbines with a 6 MW total capacity, has recently been repowered and remains active.

Success in the UK enabled RES to expand successfully into new markets. One of the first such expansions was into North America where in 2001 RES built in Texas what was then the world's largest wind farm, the 278 MW King Mountain project. RES' expansion in Europe included projects in France and Sweden, two countries where RES has now developed and/or built a total of 31 wind farms totalling 705 MW.

More recently, RES entered the Turkish market in 2009 and has been an active player in this market, winning a wind-generating licence for one of the largest wind farm projects in the country (over 100 MW) which RES is developing with a Turkish industrial partner.

RES has also expanded its focus from wind into solar photovoltaic (**PV**), a technology made competitive with the significant fall in the cost of PV panels over the last decade. RES has a portfolio of PV projects in development in the UK, France and the United States, and the RES Group owned the 5 MW Puits Castan PV solar Park in Southern France which EOLE-RES S.A. developed, built and operates and which was acquired by the Company as part of the Initial Portfolio. In the United States, RES provided construction management services for the construction of the Webberville PV park, a 35 MW project which was briefly the largest solar PV park in the United States.

RES has also established its presence in the offshore wind and marine energy sector. In the UK, RES (via its RES Offshore division) has participated in all three of the Crown Estates' development rounds, obtaining consents for and supporting the construction of over 350 MW. In 2012 RES, together with its consortium partners in each market, was awarded the licence to develop a 600 MW offshore wind farm off Northern Ireland and won a competitive tender for the exclusive right to develop the 500 MW St Brieuc project.

In recognition of extraordinary business success in growing revenues from international markets, RES was awarded its second Queen's Award for Enterprise in 2013, this time for International Trade.

RES's global headcount totals over 1,000 staff based in thirteen countries across six continents.

**Operations Management team in respect of the Group**

The operations management team providing operations management services to the Company has extensive experience in the development, ownership, financing and management of wind farm and solar PV park projects. The three members of the management team have worked at or have been directors of RES for a combined period of 40 years.

Brief biographies are set out below.

**Miles Shelley** – Group CFO Sir Robert McAlpine and Non-Executive Director, Renewable Energy Systems Limited

Miles joined Sir Robert McAlpine in 1993 and has been a non-executive director of RES for the past 14 years. Since qualifying with PKF he has worked exclusively within the construction and infrastructure sector, firstly at John Lelliott plc and latterly at Sir Robert McAlpine. Miles is responsible for the day to day management of all financial, pension, risk and investment matters throughout the McAlpine Group and prior to being appointed Group CFO in 2003 was responsible for leading a number of the major PPP projects bid and won by Sir Robert McAlpine within the Roads, Health, Defence and Education sectors. He also managed the investment portfolio of the Sir Robert McAlpine Group and remains a director of a number of the larger Sir Robert McAlpine Group PPP investment entities. Miles is a graduate of York University and is a Chartered Accountant (ACA).

**Rachel Ruffle** – Director of Development, UK & Ireland, Renewable Energy Systems Limited

Rachel joined RES in 1994 and is responsible for RES's land based renewables development in the UK and Ireland, including onshore wind, large scale biomass and solar. In this role Rachel has overseen the planning consent of 29 projects (634 MW) and financial close of 23 projects (580 MW) and has driven the creation of a large development portfolio. Previously at RES Rachel worked as a Senior Technical Manager involved in energy yield prediction, power performance, noise assessment and impacts on aviation and communications. Prior to joining RES in 1994, Rachel worked for JP Morgan in the Derivatives Analytics group, creating pricing and risk assessment models for traders of financial derivatives. Prior to that, Rachel was a Research Engineer for British Telecom. She has a first class degree in Electrical and Electronic Engineering, is a chartered Engineer and a Member of the Institute of Engineering and Technology (IET). Rachel is also a director of the trade association RenewableUK.

**Jaz Bains** – Director of Risk and Investment, Renewable Energy Systems Limited

Jaz joined RES in 2003. He has spent his working life in power and electricity businesses. Jaz is responsible for M&A, risk management, projects sales and sourcing, negotiating and financially closing non-recourse project finance transactions. Jaz has worked on a broad range of transactions including closing in excess of 1.5GW of wind projects with merchant project financing of circa c€500 million, part of which being a multijurisdictional portfolio acquisition facility at RES. Prior to joining RES, Jaz worked for Midlands Electricity and Cinergy Corporation where he was responsible for the origination, development and ultimately financial close of independent thermal power projects internationally as well as wind projects in the US, during which time he negotiated and closed 2.1GW of power projects in the UK and internationally. Jaz has a BSc degree in Mathematics with Management Applications from Brunel University.

**Investment Process**

The Company has a contractual right of first offer (in accordance with the First Offer Agreement) for relevant investments in onshore wind and solar PV projects in northern Europe of which RES wishes to dispose and that are consistent with the Company's investment policy. It is envisaged that RES may periodically make available for sale further wind and solar PV projects (although there will be no guarantee that this will be the case). Subject to due diligence and agreement on price, the Group may seek to acquire those projects that fit the investment objective of the Company.

The Group also seeks out and reviews acquisition opportunities other than from RES, including from Other InfraRed Funds as well as from third parties.

The sources for Further Investments will primarily be the contacts of the Investment Manager and the Operations Manager and relationships with likely vendors of investment stakes within utility owners, developers and intermediaries who wish to sell or reduce their holdings, possibly to enable them to recycle capital into new development and construction activities.

Assets are also put out to tender from time to time by such parties and the Investment Manager, in conjunction with the Operations Manager, will consider whether the Group should bid for these. In

general, in considering the acquisition of Further Investments, the emphasis will be on how those investments would enhance the distributable cash flow from the Group's portfolio.

Members of the Investment Committee evaluate all risks which they believe are material to making an investment decision in relation to additional investments. Where appropriate, they complement their analysis through the use of professional expertise including technical consultants, accountants, taxation and legal advisers and insurance experts. These advisers may carry out due diligence which is intended to provide a second and independent review of key aspects of a project providing confidence as to the project's deliverability and likely revenue production.

**Investment Approval**

The Advisory Committee will review prospective new investments at various stages and it will consider, *inter alia*, the suitability of any prospective acquisition in relation to the existing portfolio and its match with the Company's investment policy. The Investment Committee will be responsible for the approval of bid budgets and will also have responsibility for approving any investments to be made by the Group, except for any that may be offered to the Company by other funds managed or advised by the Investment Manager or its affiliates, which will be addressed by the Company's conflicts of interest policy and in particular by the Rules of Engagement summarised in ''Conflicts of Interest'' below.

**Day to day management of Wind Farm and Solar Park operations and maintenance**

Day to day maintenance and operations management services are provided to each of the Portfolio Companies within the Current Portfolio as follows:

Asset management arrangements are in place with the RES Group for all of the assets in the Current Portfolio with the exception of the three Cornwall Solar Projects and Earlseat Wind Farm where asset management services are provided by third parties.

Operation and maintenance agreements are in place for the day to day maintenance of the Current Portfolio with Vestas, Siemens, Gamesa, B9 Energy, Isolux Corsan, Goldbeck Construction, Vogt Solar and the RES Group with an additional operation and maintenance agreement currently being negotiated with Ethical Power Limited for the Marvel Farms Solar Park.

Any key issues arising out of any of the asset management processes are communicated to the Advisory Committee and, if material in the context of the Portfolio, to the Board. Management of the operating projects at the Portfolio Company level is undertaken by RES in its capacity as Operations Manager. The Operations Manager is responsible for monitoring, evaluating and optimizing technical and financial performance across the Portfolio Companies and for ensuring that the Group is represented by the Operations Manager on the boards of the Portfolio Companies in order to maintain influence and control over the management of the assets. Details of the services carried out by the Operations Manager are set out in paragraph 8.5 of Part VII of this Registration Document.

**Conflicts of interest**

***Asset Allocation***

The Investment Manager and its associates may be involved in other financial, investment or professional activities in the future, including managing assets for or advising other investment clients.

In particular, it may provide investment management, investment advice or other services to investment companies which may have substantially similar investment policies to that of the Company.

The Operations Manager and its associates may be involved in other financial, investment or professional activities that may on occasion give rise to conflicts of interest with the Company. In addition, the Operations Manager and its associates are active in a broad range of business activities within the renewable energy infrastructure industry beyond the services provided by the Operations Manager to the Company and this may on occasion give rise to conflicts of interest with the Company.

There is a risk that, as the fees of the Investment Manager and the Operations Manager are based on Adjusted Portfolio Value, the Investment Manager and/or the Operations Manager may be incentivised to grow the Adjusted Portfolio Value, rather than just the value of the Ordinary Shares, or C Shares, as the case may be.

It is possible that the Group may seek to purchase certain investments from funds managed or operated by the Investment Manager (or its affiliates) to the extent that the investments fall within the Company's investment objective and strategy. In order to deal with these potential conflicts of interest, detailed

procedures and arrangements have been established to manage transactions between the Group, the Investment Manager (or its affiliates) and Other InfraRed Funds (the **Rules of Engagement**).

If such acquisitions are to be made, appropriate procedures from the Rules of Engagement will be put in place to manage the conflict.

Key features of the Rules of Engagement include:

- the creation of separate committees within the Investment Manager. These committees represent the interests of the vendors on one hand (the **Sell-side Committee**) and the Company on the other hand (the **Buy-side Committee**), to ensure arm's length decision making and approval processes. The membership of each committee will be restricted in such a way as to ensure its independence and to minimise conflicts of interest arising;
- a requirement for the Buy-side Committee, with assistance from the Operations Manager, to conduct an independent due diligence process on the assets proposed to be acquired prior to making an offer for their purchase;
- a requirement for any offer made for the assets to be supported by a private report on the fair market value for the transaction from an independent expert addressed to the Directors; and the establishment of information barriers between the Buy-side and Sell-side Committee with appropriate information barrier procedures to ensure information that is confidential to one or the other side is kept confidential to that side.

The acquisition of assets by the Group from Other InfraRed Funds will be subject to approval from the Directors (all of whom are independent of the Investment Manager) prior to the acquisition proceeding.

The Operations Manager may also invest as principal in assets which fall within the Company's investment policy.

**Other conflicts of interest**

Where another client of the Investment Manager invests in assets or companies in which the Group may be interested in investing, the Investment Manager will at the time put in place appropriate provisions to ensure that the interests of clients are protected to the maximum extent reasonably possible. Where a company in another client's portfolio provides or seeks to provide services to assets in the Group's portfolio, the Investment Manager will put in place procedures to ensure that decisions are only made on an arms' length basis and, if appropriate, after consultation with the Board.

The Investment Manager may have conflicts of interest in allocating investments between the Company and itself, and its other respective investment clients, including ones in which it or its affiliates may have a greater financial interest.

The Investment Manager has in place policies designed to address other conflicts that may arise between it or its members or employees on the one hand and the Group on the other hand. Relevant conflicts of interest will be disclosed in reports to the Board recommending any investment decision and reports of any decision of the Investment Manager to allocate an opportunity to another client.

The Investment Management Agreement and the Operations Management Agreement are further described in paragraphs 8.4 and 8.5 of Part VII of this Registration Document.

**Other arrangements**

***Registrar***

The Company uses the services of Capita Registrars (Guernsey) Limited as registrar in relation to the transfer and settlement of Shares held in certificated and uncertificated form.

***Administration Services***

Dexion Capital (Guernsey) Limited provides administrative and company secretarial services to the Company under the terms of an administration agreement. In such capacity, the Administrator is responsible for general secretarial functions required by the Companies Law and for ensuring that the Company complies with its continuing obligations as a registered closed-ended collective investment scheme in Guernsey and as a company listed on the Official List of the FCA. The Administrator has responsibility for the safekeeping of any cash and any certificates of title relating to the Company's assets, to the extent that these are not retained by any lending bank as security. The Administrator is also responsible for general administrative functions of the Company, as set out in the Administration Agreement. The Administrator is licensed under the Protection of Investors (Bailiwick of Guernsey) Law,

1987 as amended. The Administrator is the ''designated manager'' of the Company for the purposes of the Rules.

***Auditor***

Deloitte LLP provides audit services to the Group. The annual report and accounts was prepared according to accounting standards in line with IFRS.

***Principal Bankers***

The Royal Bank of Scotland plc and National Australia Bank have been appointed as principal bankers of the Company.

**Corporate governance**

The Company is committed to high standards of corporate governance and the Board is responsible for ensuring the appropriate level of corporate governance is met.

As a Guernsey incorporated company and member of the Association of Investment Companies, the Company applies the principles of good governance contained in the AIC Code, which complements the UK Corporate Governance Code and provides a framework of best practice for listed investment companies.

Shelagh Mason acts as the senior independent director.

***Guernsey Code***

The Commission's ''Finance Sector Code of Corporate Governance'' (the **GFSC Code**) applies to all companies that hold a licence from the Commission under the regulatory laws or which are registered or authorised as collective investment schemes. The Commission has stated in the GFSC Code that companies which report against the UK Corporate Governance Code or the AIC Code are deemed to meet the requirements of the GFSC Code.

***Audit Committee***

The Board delegates certain responsibilities and functions to the Audit Committee, which consists of all of the Directors and has written terms of reference, which are summarised below.

The Audit Committee, chaired by Jon Bridel, meets at least three times a year. The members of the Audit Committee consider that they collectively have the requisite skills and experience to fulfil the responsibilities of the Audit Committee.

The Audit Committee also reviews the scope and results of the external audit, its cost effectiveness and the independence and objectivity of the external auditors, including the provision of non-audit services. Each year the Audit Committee reviews the independence of the auditors.

The terms of reference of the Audit Committee contain 'whistleblowing' procedures whereby the Audit Committee reviews arrangements by which directors of the Company and of the Investment Manager and the Operations Manager may, in confidence, raise concerns about possible improprieties in matters of financial reporting or other matters insofar as they may affect the Group.

***Management Engagement Committee***

The Company has established a Management Engagement Committee which comprises all the Directors, with Helen Mahy as the chairman of the committee. The Management Engagement Committee meets at least once a year. The Management Engagement Committee's main function is to review and make recommendations on any proposed amendment to the Investment Management Agreement and the Operations Management Agreement and keep under review the performance of the Investment Manager and the Operations Manager and examine the effectiveness of the Company's internal control systems. The Management Engagement Committee also performs a review of the performance of other key service providers to the Group.

***Nomination Committee***

The Company has established a Nomination Committee which comprises all of the Directors with Helen Mahy as chairman. The Nomination Committee's main function is to regularly review the structure, size and composition of the Board and to consider succession planning for Directors. The Nomination Committee meets at least once a year.

***Remuneration Committee***

The Company has established a Remuneration Committee which comprises all of the Directors with Shelagh Mason as chairman. The Remuneration Committee's main functions are to determine and agree the Board policy for the remuneration of directors of the Company, review any proposed changes to the remuneration of the directors of the Company and review and consider any additional *ad hoc* payments in relation to duties undertaken over and above normal business. The Remuneration Committee meets at least once a year.

***Directors' share dealings***

The Board has adopted and implemented the Model Code for directors' dealings contained in the Listing Rules (the **Model Code**). The Board is responsible for taking all proper and reasonable steps to ensure compliance with the Model Code by the Board.

Senior members of the Investment Manager and the Operations Manager also comply with the Model Code in relation to their dealings in the Company's shares.

# PART V

## FEES AND EXPENSES AND REPORTING

**Fees and Expenses of the Company**

***On-going Fees and Expenses Management Fees***

The aggregate management fee payable to the Investment Manager and the Operations Manager is 1 per cent of the Adjusted Portfolio Value in respect of the first £1 billion of the Adjusted Portfolio Value and 0.8 per cent in respect of the Adjusted Portfolio Value in excess of £1 billion, less the aggregate of the IM Advisory Fee and the OM Advisory Fee set out below (the **Management Fee**). The Management Fee is calculated on a daily basis by reference to the daily Adjusted Portfolio Value taking into account any investment acquisitions, disposals or refinancings since the start of the period concerned.

The Investment Manager is also entitled to be paid an advisory fee in respect of the advisory services which it provides to the Company of £130,000 per annum (the **IM Advisory Fee**) and the Operations Manager is also entitled to be paid an advisory fee in respect of the advisory services which it provides to the Company of £70,000 per annum (the **OM Advisory Fee**).

In respect of the first £1 billion of Adjusted Portfolio Value, 80 per cent of the Management Fee is payable in cash in arrears on a quarterly basis (the **Cash Element**) and 20 per cent of the Management Fee is payable in the form of Ordinary Shares rather than cash (the **Share Element**).

The Investment Manager and/or the Operations Manager are entitled to elect that such Ordinary Shares shall be issued to an associate of either of them in its place. Such Ordinary Shares are issued on a semi-annual basis in arrears, based upon the Adjusted Portfolio Value at the beginning of the 6 month period concerned, adjusted on a time basis for acquisitions and disposals during the six month period, and the number of Ordinary Shares to be issued will be calculated by reference to the prevailing Net Asset Value per Ordinary Share at the end of the relevant period.

In respect of Adjusted Portfolio Value in excess of £1 billion, 100 per cent of the Management Fee is payable via the Cash Element.

The Investment Manager is entitled to 65 per cent of both the Cash Element (the **IM Cash Element**) and the Share Element, to the extent payable (the **IM Fee Shares**) (together the **Investment Management Fee**) and the Operations Manager is entitled to 35 per cent of both the Cash Element (the **OM Cash Element**) and the Share Element (the **OM Fee Shares**) (together the **Operations Management Fee**).

The Management Fee for the last period during which the Investment Management Agreement and Operations Management Agreement terminate shall be the appropriate pro-rated amount.

The Management Fee is exclusive of any applicable VAT which shall, where relevant, be payable in addition.

The Group's obligation in respect of the IM Fee Shares and the OM Fee Shares will be satisfied by the issue of new fully paid Ordinary Shares at the last published Net Asset Value per Ordinary Share.

However in the event that the Company does not have the requisite shareholder approval to issue such new Ordinary Shares or doing so would result in the Company being in breach of the applicable requirements, the Company has the option to either (i) purchase Ordinary Shares in the market and the Ordinary Shares shall be issued at the price at which they were purchased by the Company or (ii) require that UK Holdco settle its obligation in respect of the Fee Shares by making a cash payment.

The IM Fee Shares and the OM Fee Shares will be subject to a lock-in period of one year from the date of their issue to the Investment Manager and the Operations Manager (or their associates, as the case may be) respectively but this will not prevent the Investment Manager (or its associates, as the case may be) from disposing of the IM Fee Shares or the Operations Manager (or its associates, as the case may be) disposing of the OM Fee Shares, as the case may be, (i) pursuant to the acceptance of any general, partial or tender offer by any third party or the Company, (ii) in connection with a scheme of arrangement, (iii) to another member of the Investment Manager's group or the RES Group, as the case may be, provided that such member continues to be bound by the lock-in, (iv) to a member of staff or partner of the InfraRed Group or the RES Group, as the case may be, as part of remuneration arrangements provided that such member of staff or partner continues to be bound by the lock-in restrictions; (v) pursuant to an order of a court with competent jurisdiction or (vi) on a winding-up of the Company.

The Investment Manager is entitled to be reimbursed for certain expenses under the Investment Management Agreement, including travel expenses and attendance at Board meetings.

The Operations Manager is entitled to be reimbursed for certain expenses under the Operations Management Agreement, including travel expenses and attendance at Board meetings.

***Other fees and expenses***

The Company bears all fees, costs and expenses in relation to the on-going operation of the Company and the Holding Entities (including banking and financing fees) and all professional fees and costs relating to the acquisition, holding or disposal of investments and any proposed investments that are reviewed or contemplated but which do not proceed to completion.

The fees and expenses payable to the Administrator and the Registrar pursuant to the Administration Agreement and the Registrar Agreement respectively are set out in paragraphs 8.10 and 8.11 of Part VII of this Registration Document.

The fees and expenses payable to the Directors pursuant to their Letters of Appointment are set out in paragraph 3.3 of Part VII of this Registration Document.

**Shareholder Information**

The audited accounts of the Company are drawn up in Sterling and prepared in line with IFRS.

The Company's annual report and accounts are prepared up to 31 December each year and the first accounting period of the Company ended on 31 December 2013. Copies of the report and accounts will be available for Shareholders by the end of April in each year.

Shareholders also receive an unaudited half yearly report covering the six months to 30 June each year, which will be available by the end of August each year. The Company's annual report and accounts and the Company's unaudited half yearly report covering the six months to 30 June each year will be available on the Company's website, www.trig-ltd.com, on or around the date on which publication of such documents is notified to Shareholders by means of an announcement on a Regulatory Information Service.

The Company held its first annual general meeting in Guernsey on 29 April 2014.

The Company has published audited financial statements in respect of the period from 30 May 2013 to 31 December 2013 and unaudited financial statements in respect of the six month period ended 30 June 2014, both of, which are incorporated by reference into in Part VI of this Registration Document.

# PART VI

## FINANCIAL INFORMATION RELATING TO THE COMPANY

The financial information contained in this Part VI has been extracted without material adjustment from the report and audited accounts of the Company in respect of the period from 30 May 2013 to 31 December 2013 (the **First Accounting Period**) and from the unaudited interim accounts for the six month period ended 30 June 2014, which have been incorporated by reference.

Deloitte LLP was engaged by the Company as its auditor in respect of the First Accounting Period. The audit opinion provided by Deloitte LLP and incorporated by reference in this Registration Document has not been qualified.

### 1 Statutory accounts for the First Accounting Period

Statutory accounts of the Company for the period from 30 May 2013 to 31 December 2013, in respect of which the Company's auditor, Deloitte LLP has given an unqualified opinion that the accounts give a true and fair view of the state of affairs of the Company for the period from 30 May 2013 to 31 December 2013 and that the accounts have been properly prepared in accordance with the Companies Law and that the part of the Directors' Remuneration Report that is stated as having been audited shows the fees paid by the Company, have been incorporated into this Registration Document by reference.

Deloitte LLP is a member of the Institute of Chartered Accountants in England and Wales.

### 2 Published report and accounts for the First Accounting Period and six months ended 30 June 2014

2.1 Historical financial information

The published report and audited accounts for the Company for the period from 30 May 2013 to 31 December 2013 and the unaudited interim accounts for the six months ended 30 June 2014, which have been incorporated in this document by reference, included, on the pages specified in the table below, the following information:

| | **Annual report and accounts for the period from 30 May 2013 to 31 December 2013 (audited) – page numbers** | **Interim report for the period from 31 December 2013 to 30 June 2014 (unaudited) – page numbers** |
|---|---|---|
| Consolidated income statement | 65 | 28 |
| Consolidated statement of changes in shareholders' equity | 67 | 30 |
| Consolidated balance sheet | 66 | 29 |
| Consolidated cash flow statement | 68 | 31 |
| Accounting policies | 69 | 32 |
| Notes to the accounts | 69 | 32 |
| Report of the independent auditor | 61 | n/a |
| Chairman's statement | 4 | 4 |
| Managers' report | 18 | 10 |
| Report of the Directors | 46 | n/a |

2.2 Selected financial information

The key audited figures that summarise the Company's financial condition in respect of the period from 30 May 2013 to 31 December 2013 and the key unaudited figures that summarise the Company's financial condition in respect of the six month period ended 30 June 2014, which have been extracted without material adjustment from the historical financial information referred to in paragraph 2.1 of this Part VI, are set out in the following table:

| | As at 31 December 2013 or for the period from 30 May 2013 to 31 December 2013 (audited) | As at 30 June 2014 or for the period from 31 December 2013 to 30 June 2014 (unaudited) |
|---|---|---|
| Net assets (£'m) | 314.9 | 384.4 |
| Net asset value per share (pence) | 101.5 | 102.3 |
| Total operating income (£'m) | 15.2 | 13.5 |
| Profit and comprehensive income for the period (£'m) | 10.3 | 10.8 |
| Earnings per share (pence) | 3.4 | 3.2 |

2.3 Operating and financial review

The Company's published annual reports and accounts for the period from 30 May 2013 to 31 December 2013 and the unaudited interim financial statements for the six month ended 30 June 2014 included, on the pages specified in the table below: descriptions of the Company's financial condition (in both capital and revenue terms); details of the Company's investment activity and portfolio exposure; and changes in its financial condition for such period.

| | Annual report and accounts for the year ended 31 December 2013 (audited) – page numbers | Interim report for the period ended 30 June 2014 (unaudited) – page numbers |
|---|---|---|
| Overview of Financial Results | 3 | 3 |
| Chairman's statement | 4 | 4 |
| Manager's Report | 18 | 10 |
| Portfolio analyses | 8 | 7 |

2.4 Capital resources

The Company is funded by both equity and debt, with the debt provided through a £80 million Acquisition Facility pursuant to a loan agreement with the Banks which expires on 28 February 2017. As at the date of this document, approximately £60 million had been drawn down under the Acquisition Facility (Source: Company unaudited assets and liabilities schedule).

2.5 Availability of annual reports and accounts for inspection

Copies of the Company's report and audited accounts for the period from 30 May 2013 to 31 December 2013 and of the unaudited interim accounts for the six months ended 30 June 2014 are available for inspection at the address set out in paragraph 19 of Part VII of this Registration Document and also at www.trig-ltd.com.

# PART VII

# ADDITIONAL INFORMATION

## 1 Incorporation and administration

1.1 The Company was incorporated with liability limited by shares in Guernsey under the Companies Law on 30 May 2013 with registered number 56716. The Company is registered as a closed-ended investment company pursuant to The Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended, and the Rules. The registered office and principal place of business of the Company is 1 Le Truchot, St Peter Port, Guernsey GW1 1WD, and the telephone number is 01481 743 940. The statutory records of the Company are kept at this address. The Company operates under the Companies Law and ordinances and regulations made thereunder and is subject to the Listing Rules and the Disclosure and Transparency Rules of the Financial Conduct Authority.

1.2 Historical financial information in respect of the period from 30 May 2013 to 31 December 2013 and for the six months ended 30 June 2014 has been incorporated by reference into this Registration Document in Part VI. The Company's accounting period ends on 31 December of each year and the first financial period ended on 31 December 2013.

1.3 Deloitte LLP has been the only auditor of the Company since its incorporation. Deloitte LLP is a member of the Institute of Chartered Accountants of England & Wales.

1.4 The annual report and accounts are prepared according to IFRS.

1.5 Changes in the issued share capital of the Company since incorporation are summarised in paragraph 2 of this Part VII.

## 2 Share Capital

2.1 The share capital of the Company consists of an unlimited number of redeemable ordinary shares of no par value which upon issue may be designated as Ordinary Shares or C Shares or such other classes of shares as the Directors may determine, in each case, of such classes and denominated in such currencies as they may determine. Notwithstanding this, a maximum number of 250 million New Ordinary Shares and/or C Shares will be issued pursuant to the Share Issuance Programme.

2.2 As at the date of this Registration Document, the Company's issued share capital comprises 415,475,783 Ordinary Shares.

2.3 Since the date of the Company's incorporation, the following the issues of shares have taken place:

(a) on 29 July 2013, 300 million Ordinary Shares were allotted to investors in connection with the IPO Admission;

(b) on 21 November 2013, 10 million Ordinary Shares were allotted to investors in connection with the 2013 Tap Issue;

(c) on 25 March 2014, the Investment Manager received 152,978 fully paid Ordinary Shares (being IM Fee Shares) pursuant to the Company's obligations under the Investment Management Agreement and the Operations Manager received 82,373 fully paid Ordinary Shares (being OM Fee Shares) pursuant to the Company's obligations under the Operations Management Agreement;

(d) on 31 March 2014, 1,323,336 Ordinary Shares were allotted pursuant to the scrip dividend alternative in lieu of cash for the first interim dividend for the period from 29 July 2013 to 31 December 2013;

(e) on 2 April 2014, 66,154,395 C Shares were allotted to investors pursuant to a placing, open offer and offer for subscription and these shares were converted into 64,017,608 Ordinary Shares on 30 June 2014 in accordance with the conversion terms attaching to the C Shares;

(f) on 11 August 2014, 36,738,423 Ordinary Shares were allotted to investors in connection with the 2014 Tap Issue;

(g) on 23 September 2014, the Investment Manager received 207,483 fully paid Ordinary Shares (being IM Fee Shares) and the Operations Manager received 111,722 fully paid Ordinary Shares (being OM Fee Shares); and

(h) on 25 September 2014, 2,841,860 Ordinary Shares were allotted pursuant to the scrip dividend alternative in lieu of cash for the first interim dividend for the period from 1 January 2014 to 30 June 2014.

2.4 Since the date of incorporation of the Company, the Company has not repurchased any Ordinary Shares.

2.5 The Directors have absolute authority to allot Ordinary Shares and any C Shares under the Articles and are expected to resolve to allot New Shares pursuant to each Issue shortly prior to Admission in respect of such New Shares.

2.6 Pursuant to an ordinary resolution passed on 29 April 2014, the Directors were authorised to make market purchases of Ordinary Shares not exceeding 14.99 per cent of the Company's issued share capital as at the date of passing the resolution. The maximum price which may be paid for an Ordinary Share must not be more than the higher of (i) 105 per cent of the average of the mid-market values of Ordinary Shares for the five Business Days before the purchase is made; and (ii) the higher of the last independent trade or the highest current independent bid for Ordinary Shares. Such authority will expire on the earlier of the conclusion of the first annual general meeting of the Company and the date 18 months after the date on which the resolution was passed.

2.7 Pursuant to a special resolution passed on 29 April 2014, the Directors were empowered to allot (or sell Ordinary Shares held as treasury) up to 10 per cent of the Ordinary Shares in issue as at the date of the passing of the resolution, increasing up to 10 per cent of the Ordinary Shares in issue immediately after conversion of the C Shares issued pursuant to the 2014 C Share Issue for cash on a non-pre-emptive basis. Such authority will expire on the date falling 15 months after the date of the passing of the special resolution or the conclusion the Company's next annual general meeting, whichever is earlier.

2.8 Pursuant to a special resolution passed on 24 November 2014, the Directors were empowered to allot, issue and/or sell equity securities for cash as if article 7.1 of the Articles did not apply to any such allotment, issue and/or sale, provided that this power shall be limited to the allotment, issue and/or sale of up to an aggregate number of 250 million New Ordinary Shares (or Ordinary Shares out of treasury) and/or C Shares pursuant to the Share Issuance Programme and shall expire 12 months after the publication of the Prospectus (unless previously renewed, varied or revoked by the Company in a general meeting), save that the Company shall be entitled to make offers or agreements before the expiry of such power which would or might require equity securities to be allotted and issued after such expiry and the Directors shall be entitled to allot and issue equity securities pursuant to any such offer or agreement as if the power conferred hereby had not expired.

2.9 The New Ordinary Shares and the C Shares will be issued and created in accordance with the Articles and the Companies Law.

2.10 The New Ordinary Shares and C Shares are in registered form and, from their Admission, will be capable of being held in uncertificated form and title to such New Ordinary Shares and C Shares may be transferred by means of a relevant system (as defined in the CREST Regulations). Where the New Ordinary Shares and C Shares are held in certificated form, share certificates will be sent to the registered members or their nominated agent (at their own risk) within 10 days of the completion of the registration process or transfer, as the case may be, of the New Ordinary Shares and C Shares. Where New Ordinary Shares or C Shares are held in CREST, the relevant CREST stock account of the registered members will be credited. The Registrar, whose registered address is set out on page 34 of this Registration Document, will maintain a register of Shareholders holding their New Ordinary Shares or C Shares in CREST.

2.11 Save as disclosed in this paragraph 2 and for the Company's obligations to issue IM Fee Shares under the Investment Management Agreement and OM Fee Shares under the Operations Management Agreement, no share or loan capital of the Company is under option or has been agreed, conditionally or unconditionally, to be put under option.

2.12 Save as disclosed in this paragraph 2, no share or loan capital of the Company has since the date of incorporation of the Company been issued or been agreed to be issued, fully or partly paid, either for cash or for a consideration other than cash, and no such issue is now proposed.

## 3 Directors' and other Interests

3.1 Insofar as is known to the Company, the interests of each Director, including any connected person, the existence of which is known to, or could with reasonable diligence be ascertained by, that Director whether or not held through another party, in the share capital of the Company as at 26 November 2014 (being the latest practicable date prior to the publication of this Registration Document) were as follows:

| Director | Ordinary Shares currently held | Ordinary Shares currently held (%) |
|---|---|---|
| Helen Mahy | 58,636 | 0.014 |
| Jonathan Bridel | 14,838 | 0.004 |
| Shelagh Mason | 4,838 | 0.001 |
| Klaus Hammer | 4,838 | 0.001 |

Jon Bridel has informed the Company that he intends to subscribe (jointly with his wife) for a further 5,162 Ordinary Shares pursuant to the Share Issuance Programme.

3.2 There are no outstanding loans from the Company to any of the Directors or any outstanding guarantees provided by the Company in respect of any obligation of any of the Directors.

3.3 The aggregate remuneration and benefits in kind of the Directors in respect of the Company's accounting year ending on 31 December 2014 which will be payable out of the assets of the Company are not expected to exceed £169,167. Each of the Directors is entitled to receive £35,000 per annum (increasing to £35,500 per annum with effect from 1 January 2015) other than the Chairman who is entitled to receive £45,000 per annnum (increasing to £55,000 per annum with effect from 1 January 2015) and the chairman of the Audit Committee who is entitled to receive £40,000 per annum (increasing to £40,500 per annum with effect from 1 January 2015). No amount has been set aside or accrued by the Company to provide pension, retirement or other similar benefits. The Directors will each receive an additional £5,000 in respect of the additional work carried out by them in respect of the Share Issuance Programme.

3.4 Each of the Directors (other than Mr Hammer) has been appointed pursuant to a letter of appointment dated 14 June 2013. Mr Hammer was appointed as a Director pursuant to a letter of appointment dated 1 March 2014. No Director has a service contract with the Company, nor are any such contracts proposed. The Directors' appointments can be terminated in accordance with the Articles and without compensation. There is no notice period specified in the Articles for the removal of Directors. The Articles provide that the office of Director shall be terminated by, among other things: (i) written resignation; (ii) unauthorised absences from board meetings for 6 months or more; (iii) written request of all of the other Directors; and (iv) a resolution of the Shareholders.

3.5 No loan has been granted to, nor any guarantee provided for the benefit of, any Director by the Company.

3.6 None of the Directors has, or has had, an interest in any transaction which is or was unusual in its nature or conditions or significant to the business of the Company or which has been effected by the Company since its incorporation.

3.7 Pursuant to the letters of appointment entered into between the Company and each Director, the Company has undertaken, subject to certain limitations, to indemnify each Director out of the assets and profits of the Company against all costs, charges, losses, damages, expenses and liabilities arising out of any claims made against him/her in connection with the performance of his/her duties as a Director of the Company.

3.8 In addition to their directorships of the Company, the Directors are or have been members of the administrative, management or supervisory bodies or partners of the following companies or partnerships, at some time in the previous 5 years:

| Name | Current directorships/partnerships | Past directorships/partnerships |
|---|---|---|
| Helen Mahy | Staffhurst Associates Limited<br>Basil The Spaniel Company Limited<br>Stagecoach Group PLC<br>Bonheur ASA<br>Ganger Rolf ASA<br>Obelisk Legal Support Solutions Limited<br>SVG Capital plc | NG Nominees Limited<br>AGA Rangemaster Group PLC<br>Northmere Limited |
| Shelagh Mason | ARSY Holdings Limited<br>MedicX Fund Limited<br>PFB Data Centre Fund<br>Standard Life Investments Property Holdings Limited<br>Standard Life Investments Property Income Trust Limited<br>Third Point Independent Voting Company Ltd<br>G.Res 1 Limited<br>Channel Islands Property Fund Limited<br>Leadenhall Property Co (Jersey) Limited<br>Alpha German Property Income Trust Limited<br>Spicer & Partners Guernsey LLP | Wood Works Limited<br>Atlas Estates Limited<br>Safehaven Property Investment Company Limited<br>Quercus PCC Limited<br>New River Retail Limited<br>Sirius Real Estate Limited<br>Harrier Investment and Trading Corporation SA<br>AEW UK South East Office Fund Limited (voluntarily struck off) |
| Jon Bridel | AnaCap Credit Opportunities GP II Limited<br>AnaCap Credit Opportunities II Limited<br>Altus Global Gold Limited<br>Alcentra European Floating Rate Limited<br>Starwood European Real Estate Finance Limited<br>Starfin Public GP Limited<br>Aurora Russia Limited<br>DP Aircraft I Limited<br>DP Aircraft Guernsey I Limited<br>DP Aircraft Guernsey II Limited<br>Vision Capital Management Limited<br>BWE GP Limited<br>Fair Oaks Income Fund Limited | Royal Bank of Canada Management (Guernsey) Limited (became RBC Investment Solutions Limited (CI) Limited on 1 July 2008)<br>RBC Offshore Fund Managers Limited<br>RBC Fund Services (Jersey) Limited Income Fund<br>RBC Investment Services Limited<br>RBC Regent Fund Managers Limited<br>MGI (Guernsey) Limited<br>GLF (GP) Limited (voluntarily liquidated)<br>Rhodium Stone PCC Limited (voluntarily struck off)<br>FTSE UK Commercial Property Index Fund Limited (voluntarily stuck off)<br>Perpetual Global Limited<br>Impax Renewable Power Infrastructure Limited (voluntarily wound-up)<br>Palio Capital Founding Partners Limited (voluntarily struck off)<br>Palio Capital Management Guernsey Limited (voluntarily struck off) |
| Klaus Hammer | Network Rail London | E.on Földgaz Storage Zrt Budapest<br>E.on Földgaz Trade Zrt Budapest<br>Panrusgaz Zrt. Budapest<br>E.on UK Coventry HNP (Horizon Nuclear Power) Gloucester AEP (Association of electricity producers) London<br>E.on Värmekraft Malmö<br>E.on Generation GmbH Hannover |

3.9 As at the date of this Registration Document, there are no potential conflicts of interest between any duties to the Company of any of the Directors and their private interests and/or other duties. If a Director has a potential conflict of interest between his or her duties to the Company and his or her private interests or other obligations owed to third parties on any matter, the relevant Director will disclose his or her conflict of interest to the rest of the Board, not participate in any discussion by the Board in relation to such matter and not vote on any resolution in respect of such matter, save as permitted in accordance with the Articles.

3.10 At the date of this Registration Document:

(a) none of the Directors has had any convictions in relation to fraudulent offences for at least the previous five years;

(b) other than as disclosed above, none of the Directors was a director of a company, a member of an administrative, management or supervisory body or a senior manager of a company within the previous five years which has entered into any bankruptcy, receivership or liquidation proceedings;

(c) none of the Directors has been subject to any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies) or has been disqualified by a court from acting as a member of the administrative, management or supervisory bodies of an issuer or from acting in the management or conduct of the affairs of any issuer for at least the previous five years; and

(d) none of the Directors is aware of any contract or arrangement subsisting in which they are materially interested and which is significant to the business of the Company which is not otherwise disclosed in this Registration Document.

3.11 The Company maintains directors' and officers' liability insurance on behalf of the Directors at the expense of the Company.

**4 Major Interests**

4.1 As at 26 November 2014 (being the latest practicable date prior to the publication of this Registration Document), the only persons known to the Company who, directly or indirectly, are interested in five per cent or more of the Company's issued share capital are as set out in the following table:

| Shareholder | Ordinary Shares currently held | Ordinary Shares currently held (%) |
|---|---|---|
| Prudential Client HSBC GIS Nominee (UK) Limited PAC | 56,760,988 | 13.66 |

4.2 All Shareholders have the same voting rights in respect of the ordinary share capital of the Company.

4.3 As at 26 November 2014 (being the latest practicable date prior to the publication of this Registration Document), the Company is not aware of any person who could, directly or indirectly, jointly or severally, exercise control over the Company.

4.4 The Company knows of no arrangements, the operation of which may result in a change of control of the Company.

**5 Group Structure**

5.1 The Company makes its investments via a group structure which comprises The Renewables Infrastructure Group (UK) Limited, a wholly-owned subsidiary of the Company, and French Holdco, a wholly-owned subsidiary of UK Holdco. The Holding Entities invest either directly or indirectly in the Portfolio Companies which own the wind farms and solar PV parks.

***UK Holdco***

5.2 UK Holdco was incorporated in England and Wales on 26 April 2013 as a private limited company under the CA 2006 with registered number 08506871 and having its registered office at 12 Charles II Street, London, United Kingdom, SW1Y 4QU.

5.3 The directors of UK Holdco are Chris Gill, James Hall-Smith, Tony Roper, Richard Crawford, Jaz Bains, Rachel Ruffle and Miles Shelley, who are also employees, partners or directors of the Investment Manager's Group or the RES Group, as applicable. As such, there is a potential conflict of interest between their duties to UK Holdco and their duties to the Investment Manager and the Operations Manager respectively.

5.4 As at the date of this Registration Document, none of the directors of UK Holdco:

(a) has any convictions in relation to fraudulent offences for at least the previous five years;

(b) has been bankrupt or been a director of any company or been a member of the administrative, management or supervisory body of an issuer or a senior manager of an issuer at the time of any receivership or compulsory or creditors' voluntary liquidation for at least the previous five years; or

(c) has been subject to any official public incrimination or sanction of him or her by any statutory or regulatory authority (including designated professional bodies) nor has he or she been disqualified by a court from acting as a director of a company or from acting as a member of the administrative, management or supervisory bodies of an issuer or from acting in the management or conduct of the affairs of any issuer, for at least the previous five years.

5.5 The Company holds the entire issued share capital in UK Holdco.

***French Holdco***

5.6 French Holdco was incorporated in France on 27 June 2013 as a société par actions simplifiée under the Law No. 841 of 3 January 1994 with registered number 2013B12834 and having its registered office at 26, Rue de Marignan, 75008 Paris, France.

5.7 The directors of French Holdco are Jean Marc Armitano, Matthieu Guerard, Bernard Delubac, Aurelie Dethan, Stephane Kofman, Tony Roper and Richard Crawford, who are also employees or partners of the Investment Manager's Group or the RES Group, as applicable. As such, there is a potential conflict of interest between their duties to French Holdco and their duties to the Investment Manager or the Operations Manager respectively.

5.8 As at the date of this Registration Document, none of the directors of French Holdco:

(a) has any convictions in relation to fraudulent offences for at least the previous five years;

(b) has been bankrupt or been a director of any company or been a member of the administrative, management or supervisory body of an issuer or a senior manager of an issuer at the time of any receivership or compulsory or creditors' voluntary liquidation for at least the previous five years; or

(c) has been subject to any official public incrimination or sanction of him or her by any statutory or regulatory authority (including designated professional bodies) nor has he or she been disqualified by a court from acting as a director of a company or from acting as a member of the administrative, management or supervisory bodies of an issuer or from acting in the management or conduct of the affairs of any issuer, for at least the previous five years.

5.9 UK Holdco holds the entire issued share capital in French Holdco.

**6 Memorandum of Incorporation**

The Memorandum of Incorporation of the Company provides that the objects of the Company are unrestricted.

**7 Articles of Incorporation**

The following are excerpts from or summaries of the Articles of Incorporation of the Company and are set out in full in the Articles.

***Votes of members***

7.1 Subject to any special rights or restrictions for the time being attached to any class of shares, every member (being an individual) present in person or by proxy or (being a corporation) present by a duly authorised representative at a general meeting has, on a show of hands, one vote and, on a poll, one vote for every Ordinary Share or fraction of an Ordinary Share held by him. Save in certain

limited circumstances C Shares (described in further detail in paragraph 7.3 below) will not carry the right to attend and receive notice of any general meetings of the Company, nor will they carry the right to vote at such meetings.

*Shares*

7.2 Ordinary Shares of no par value Income The Ordinary Shares carry the right to receive all income of the Company attributable to the Ordinary Shares, and to participate in any distribution of such income made by the Company, and such income shall be divided *pari passu* among the Shareholders in proportion to the number of Ordinary Shares held by them.

*Capital*

On a winding up of the Company or other return of capital (other than by way of a repurchase or redemption of Ordinary Shares in accordance with the provisions of the Articles and the Companies Law), the surplus assets of the Company attributable to the Ordinary Shares remaining after payment of all creditors shall, subject to the rights of any Ordinary Shares that may be issued with special rights or privileges, be divided amongst the holders of Ordinary Shares *pari passu* among the holders of Ordinary Shares in proportion to the number of Ordinary Shares held by them.

7.3 C Shares

In order to prevent the issue of further shares diluting existing Shareholders' share of the NAV of the Company, if the Directors consider it appropriate they may issue further shares as ''C Shares''. C Shares constitute a temporary and separate class of shares which are issued at a fixed price determined by the Company. The issue proceeds from the issue of C Shares will be invested in investments which initially will be attributed solely to the C Shares. The assets attributable to a class of C Shares shall be treated as having been ''invested'' if they have been expended by or on behalf of the Company in the acquisition or making of an investment (whether by subscription or purchase of debt or equity, and including, for the avoidance of doubt, any transfer of such assets by the Company to a subsidiary or to a third party for the purpose of an acquisition or investment) or in the repayment of all or part of an outstanding loan of any member of the Group or if an obligation to make such payment has arisen or crystallised (in each case unconditionally or subject only to the satisfaction of normal pre-issue conditions) in relation to which the consideration amount has been determined or is capable of being determined by operation of an agreed contractual mechanic. Once the investments have been made, the C Shares will be converted into Ordinary Shares on a basis which reflects the respective net assets per share represented by the two classes of shares. C Shares shall have the right to vote on a variation of rights attaching to the C Shares but do not carry the right to receive notice of or to attend and vote at general meetings of the Company.

***Dividends and distributions***

7.4 Subject to compliance with the Companies Law, the Board may at any time declare and pay such dividends and distributions as appear to be justified by the position of the Company. The Board may also declare and pay any fixed dividend which is payable on any shares of the Company half-yearly or otherwise on fixed dates whenever the position in the opinion of the Board so justifies. The Directors may from time to time authorise dividends and distributions to be paid to the holders of C Shares out of the assets attributable to such C Shares in accordance with the procedure set out in the Companies Law and subject to any rights attaching to such C Shares.

7.5 The method of payment of any dividend or distribution shall be at the discretion of the Board.

7.6 All unclaimed dividends and distributions may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed and the Company shall not be constituted a trustee thereof. No dividend or distribution shall bear interest against the Company. Any dividend or distribution unclaimed after a period of 6 years from the date of declaration or payment of such dividend or distribution shall be forfeited and shall revert to the Company.

7.7 The Directors are empowered to create reserves before recommending or declaring any dividend or distribution. The Directors may also carry forward any profits or other sums which they think prudent not to distribute by dividend or distribution.

***Scrip Dividend***

7.8 The Directors may, if authorised by an ordinary resolution, offer any holders of any particular class of shares (excluding treasury shares) the right to elect to receive further shares (whether or not of that class), credited as fully paid, instead of cash in respect of all or part of any dividend.

7.9 The value of the further shares shall be calculated by reference to the average of the middle market quotations for a fully paid share of the relevant class, as shown in the Official List, for the day on which such shares are first quoted ''ex'' the relevant dividend and the four subsequent dealing days or in such other manner as the Directors may decide.

7.10 The Directors shall give notice to the members of their rights of election in respect of the scrip dividend and shall specify the procedure to be followed in order to make an election.

7.11 The further shares so allotted shall rank *pari passu* in all respects with the fully paid shares of the same class then in issue except as regards participation in the relevant dividend.

7.12 The Board may from time to time establish or vary a procedure for election mandates, under which a holder of shares may, in respect of any future dividends for which a right of election is offered, elect to receive shares in lieu of such dividend on the terms of such mandate.

***Issue of shares***

7.13 Without prejudice to any special rights conferred on the holders of any class of shares, any share in the Company may be issued with or have attached thereto such preferred, deferred or other special rights, or such restrictions whether in regard to dividend, return of capital, voting or otherwise as the Directors may determine.

7.14 Subject to the Articles, the unissued shares shall be at the disposal of the Directors, and they may allot, grant options over or otherwise dispose of them to such persons, at such times and generally on such terms and conditions and in such manner and at such times as they determine and so that the amount payable on application on each share shall be fixed by the Directors.

7.15 The Company may on any issue of shares pay such commission as may be fixed by the Directors. The Company may also pay brokerage charges.

***Pre-emption rights***

7.16 There are no provisions of Guernsey law which confer rights of pre-emption in respect of the allotment of the Shares. However, the Articles provide that the Company is not permitted to allot (for cash) equity securities (being Ordinary Shares or C Shares or rights to subscribe for, or convert securities into, Ordinary Shares or C Shares) or sell (for cash) any Ordinary Shares or C Shares held in treasury, unless it shall first have offered to allot to all existing Shareholders of that class of Shares, if any, on the same terms, and at the same price as those relevant securities are proposed to be offered to other persons on a *pro rata* basis to the number of shares of the relevant class held by those holders (as nearly as possible without involving fractions).

7.17 These provisions may be modified or excluded in relation to any proposed allotment by special resolution of the shareholders.

7.18 These provisions will not apply to scrip dividends effected in accordance with the Articles or in relation to any offer of C Shares allotted by reason of or in connection with a conversion of C Shares or Ordinary Shares then in issue.

***Variation of rights***

7.19 If at any time the capital of the Company is divided into separate classes of shares, the rights attached to any class of shares may (unless otherwise provided by the terms of issue) be varied with the consent in writing of the holders of three quarters of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of such shares. The necessary quorum shall be two persons holding or representing by proxy at least one third of the voting rights of the class in question. Every holder of shares of the class concerned shall be entitled at such meeting to one vote for every share held by him on a poll. The rights conferred upon the holders of any shares or class of shares issued with preferred, deferred or other rights shall not be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith or the exercise of any power under the disclosure provisions requiring shareholders to disclose an interest in the Company's shares as set out in the Articles.

***Restriction on voting***

7.20 A member of the Company shall not be entitled in respect of any share held by him to attend or vote (either personally or by representative or by proxy) at any general meeting or separate class meeting of the Company:

(a) unless all amounts due from him have been paid; or

(b) in the circumstances mentioned in paragraphs 7.23 and 7.30.

***Notice requiring disclosure of interest in shares***

7.21 The Directors may serve notice on any member requiring that member to disclose to the Company to the satisfaction of the Directors the identity of any person (other than the member) who has an interest in the shares held by that member and the nature of such interest. Any such notice shall require any information in response to such notice to be given within such reasonable time as the Directors may determine.

7.22 The Directors may be required to exercise their powers under the relevant Article on a requisition of members holding not less than one-tenth of the paid up capital of the Company carrying the right to vote at general meetings. If any member is in default in supplying to the Company the information required by the Company within the prescribed period, the Directors in their absolute discretion may serve a direction notice on the defaulting member. The direction notice may direct that in respect of the shares in respect of which the default has occurred (the default shares) and any other shares held by the defaulting member, that member shall not be entitled to vote in general meetings or class meetings. Where the default shares represent at least 0.25 per cent of the class of shares concerned the direction notice may additionally direct that dividends and distributions on such shares will be retained by the Company (without liability to pay interest thereon) and that no transfer of the shares (other than a transfer authorised under the Articles) shall be registered until the default is rectified.

7.23 In addition to the right of the Directors to serve notice on any member as summarised in paragraph 7.22, the Directors may serve notice on any member requiring that member to promptly provide the Company with any information, representations, certificates or forms relating to such member (or its direct or indirect owners or account holders) that the Directors determine from time to time are necessary or appropriate for the Company to:

(a) satisfy any account or payee identification, documentation or other diligence requirements and any reporting requirements imposed under FATCA or the requirements of any similar laws or regulations to which the Company may be subject enacted from time to time by any other jurisdiction (Similar Laws); or

(b) avoid or reduce any tax otherwise imposed by FATCA or Similar Laws (including any withholding upon any payments to such member by the Company); or

(c) permit the Company to enter into, comply with, or prevent a default under or termination of, an agreement of the type described in section 1471(b) of the US Internal Revenue Code of 1986 or under Similar Laws.

If any member is in default of supplying to the Company the information required by the Company within the prescribed period (which shall not be less than 28 days after the service of the notice), the continued holding of shares in the Company by that member shall be deemed to cause or be likely to cause the Company and/or its members a pecuniary or tax disadvantage the member shall be deemed be a Non-Qualified Holder and the Directors may take the action outlined in paragraph 7.30 in respect of such shares.

***Transfer of shares***

7.24 Subject to the Articles (and the restrictions on transfer contained therein), a Shareholder may transfer all or any of his shares in any manner which is permitted by the Companies Law or in any other manner which is from time to time approved by the Board.

7.25 A transfer of a certificated share shall be in the usual common form or in any other form approved by the Board. An instrument of transfer of a certificated share shall be signed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.

7.26 The Articles of Incorporation provide that the Board has power to implement such arrangements as it may, in its absolute discretion, think fit in order for any class of Ordinary Shares or C Shares to be admitted to settlement by means of the CREST UK system. If the Board implements any such arrangements, no provision of the Articles will apply or have effect to the extent that it is in any respect inconsistent with:

(a) the holding of shares of the relevant class in uncertificated form;

(b) the transfer of title to shares of the relevant class by means of the CREST UK system; or

(c) the Guernsey USRs or the CREST Rules.

7.27 Where any class of Ordinary Shares or C Shares is, for the time being, admitted to settlement by means of the CREST UK system such securities may be issued in uncertificated form in accordance with and subject to the CREST Guernsey Requirements. Unless the Board otherwise determines, shares held by the same holder or joint holders in certificated form and uncertificated form will be treated as separate holdings. Shares may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject to the CREST Guernsey Requirements. Title to such of the shares as are recorded on the register as being held in uncertificated form may be transferred only by means of the CREST UK system.

7.28 The Board may, in its absolute discretion and without giving a reason, refuse to register a transfer of any share in certificated form or uncertificated form subject to the Articles which is not fully paid or on which the Company has a lien provided that this would not prevent dealings in the shares from taking place on an open and proper basis on the London Stock Exchange.

7.29 In addition, the Board may decline to transfer, convert or register a transfer of any share in certificated form or (to the extent permitted by the CREST Guernsey Requirements) uncertificated form: if it is in respect of more than one class of shares, if it is in favour of more than four joint transferees, if applicable, if it is delivered for registration to the registered office of the Company or such other place as the Board may decide, not accompanied by the certificate for the shares to which it relates and such other evidence of title as the Board may reasonably require, or the transfer is in favour of any Non-Qualified Holder.

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

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

***Alteration of capital and purchase of shares***

7.32 The Company may from time to time, subject to the provisions of the Companies Law, purchase its own shares (including any redeemable shares) in any manner authorised by the Companies Law.

7.33 The Company may by ordinary resolution: consolidate and divide all or any of its share capital into shares of a larger or smaller amount than its existing shares; sub-divide all or any of its shares into shares of a smaller amount than is fixed by the Memorandum of Incorporation; cancel any shares which at the date of the resolution have not been taken or agreed to be taken and diminish the amount of its authorised share capital by the amount of shares so cancelled; convert all or any of its shares into a different currency; or denominate or redenominate the share capital in a particular currency.

***Interests of Directors***

7.34 A Director must, immediately after becoming aware of the fact that he is interested in a transaction or proposed transaction with the Company, disclose such conflict to the Board if the monetary value of the Director's interest is quantifiable, or if there is no quantifiable monetary value, the nature and extent of the interest.

7.35 The requirement in paragraph 7.34 above does not apply if the transaction proposed is between the Director and the Company, or if the Company is entering into the transaction in the ordinary course of business on usual terms.

7.36 Save as mentioned below, a Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any material interest otherwise than by virtue of his interest in shares or debentures or other securities of or otherwise through the Company. A Director may be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.

7.37 A Director shall be entitled to vote (and be counted in the quorum) (in the absence of some other material interest not mentioned below) in respect of any resolution concerning any of the following matters:

(a) the giving of any guarantee, security or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiaries;

(b) the giving of any guarantee, security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;

(c) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof; or

(d) any proposal concerning any other company in which he is interested, directly or indirectly, and whether as an officer or shareholder or otherwise howsoever, provided that he is not the holder of or beneficially interested in one per cent or more of the issued shares of any such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company (any such interest being deemed to be a material interest in all circumstances).

7.38 A Director, notwithstanding his interest, may be counted in the quorum present at any meeting where he or any other Director is appointed to hold any such office or place of profit under the Company, or where the terms of appointment are arranged and he may vote on any such appointment other than his own appointment or the terms thereof.

7.39 Any Director may act by himself or by his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

7.40 Any Director may continue to be or become a director, managing director, manager or other officer or member of a company in which the Company is interested, and any such Director shall not be accountable to the Company for any remuneration or other benefits received by him.

7.41 A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director on such terms as the Directors may determine.

***Directors***

7.42 The Directors shall be remunerated for their services at such rate as the Directors shall determine provided that the aggregate amount of such fees shall not exceed £250,000 per annum (or such sums as the Company in general meeting shall from time to time determine). The Directors shall also be entitled to be paid all reasonable expenses properly incurred by them in attending general meetings, board or committee meetings or otherwise in connection with the performance of their duties.

7.43 If any Director having been requested by the Directors shall render or perform extra or special services or shall travel or go to or reside in any country not his usual place of residence for any business or purpose of the Company he shall be entitled to receive such sum as the Directors may think fit for expenses and also such remuneration as the Directors may think fit either as a fixed sum or as a percentage of profits or otherwise and such remuneration may, as the Directors shall determine, be either in addition to or in substitution for any other remuneration which he may be entitled to receive.

7.44 The Directors may from time to time appoint one or more of their body (other than a Director resident in the UK) to the office of managing director or to any other executive office for such periods and upon such terms as they determine.

7.45 The Directors may at any time appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall hold office only until, and shall be eligible for re-election at, the next general meeting following his appointment but shall not

be taken into account in determining the Directors or the number of Directors who are to retire by rotation at that meeting if it is an annual general meeting. Without prejudice to those powers, the Company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

7.46 The Articles require that, at each annual general meeting, not less than one third of the Directors (or if their number is not three or an integral multiple of three, the number nearest thereto), shall retire from office. Notwithstanding this and consistent with the UK Corporate Governance Code, it is the policy of the Directors that each of their number will retire from office and may stand for re-election at every annual general meeting.

7.47 Subject to the provisions of the Articles, the Directors to retire by rotation on each occasion shall be those of the Directors who have been longest in office since their last appointment or reappointment but, as between persons who became or were last reappointed Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot. In addition, any Director who would not otherwise be required to retire at any annual general meeting which is the third annual general meeting after the later of his appointment by the Company in general meeting and re-election as a Director of the Company in general meeting, shall nevertheless be required to retire at such annual general meeting.

7.48 If any resolution(s) for the appointment or reappointment of the persons eligible for appointment or reappointment as Directors are put to an annual general meeting and are lost and at the end of that meeting there are fewer than the minimum number of Directors required for the Company then all retiring Directors of the Company who stood for reappointment (the Retiring Directors) shall be deemed to have been reappointed and shall remain in office. The Retiring Directors may only act for the purpose of filling vacancies and convening general meetings and perform such duties as are appropriate to maintain the Company as a going concern and to comply with the Company's legal and regulatory obligations but not for any other purpose.

7.49 The Retiring Directors shall convene a general meeting as soon as reasonably practicable following the annual general meeting referred to in paragraph 7.47 above and they shall retire from office at that meeting. If at the end of that further meeting the number of Directors is fewer than the minimum number required then the provisions outlined in paragraph 7.48 above shall also apply to that meeting.

7.50 A Director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed then he shall, unless paragraph 7.48 above applies, retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.

7.51 The maximum number of Directors shall be seven and the minimum number of Directors shall be two. The majority of the Directors shall at all times be resident outside the United Kingdom.

7.52 Unless otherwise fixed by the Company in general meeting, a Director shall not be required to hold any qualification shares.

7.53 The office of Director shall be vacated: (i) if the Director resigns his office by written notice, (ii) if he shall have absented himself from meetings of the Directors for a consecutive period of six months and the Directors resolve that his office shall be vacated, (iii) if he dies or becomes of unsound mind or incapable, (iv) if he becomes insolvent, suspends payment or compounds with his creditors, (v) if he is requested to resign by written notice signed by all his co-Directors, (vi) if the Company in general meeting by ordinary resolution shall declare that he shall cease to be a Director, or (vii) if he becomes resident in the United Kingdom and, as a result, a majority of the Directors are resident in the United Kingdom or if he becomes ineligible to be a Director in accordance with the Companies Law.

7.54 The Directors may appoint a Chairman, who will not have a second or casting vote.

***General Meetings***

7.55 Notice for any general meeting shall be sent by the secretary or officer of the Company or any other person appointed by the Directors not less than 14 clear days before the meeting. The notice must specify the time, date, and place of the general meeting and, in the case of any special business, the general nature of the business to be transacted. A meeting may be convened by a shorter notice or at no notice in any manner the members think fit, with the consent in writing of all the members pursuant to the Companies Law. The accidental omission to give notice of any

meeting or the non-receipt of such notice by any Shareholder shall not invalidate any resolution, or any proposed resolution otherwise duly approved, passed or proceeding at any meeting. The quorum for the general meeting shall be two members present in person or by proxy.

***Winding-up***

7.56 On a winding-up, the surplus assets remaining after payment of all creditors, including payment of bank borrowings, shall be applied in the following priority:

(a) if any C Shares are in issue then the C Share Surplus (as defined in the Articles) shall be divided amongst the holders of C Share(s) *pro rata* according to their holdings of C Shares; and

(b) the Share Surplus (as defined in the Articles) shall be divided amongst the holders of Ordinary Shares *pro rata* according to their holding of Ordinary Shares.

7.57 On a winding-up the liquidator may, with the authority of a special resolution, divide amongst the members in specie any part of the assets of the Company. The liquidator may with like authority vest any part of the assets in trustees upon such trusts for the benefit of members as he shall think fit but no member shall be compelled to accept any assets in respect of which there is any liability.

7.58 Where the Company is proposed to be or is in the course of being wound-up and the whole or part of its business or property is proposed to be transferred or sold to another company the liquidator may, with the sanction of an ordinary resolution, receive in compensation, or part compensation for the transfer or sale, shares, policies or other like interests in the transferee for distribution among the members or may enter into any other arrangements whereby the members may, in lieu of, or in addition to, receiving cash, shares, policies or other like interests participate in the profits of or receive any other benefit from the transferee.

***Borrowing powers***

7.59 The Directors may exercise all the powers of the Company to borrow money (in whatever currency the Directors determine from time to time) and to give guarantees, mortgage, hypothecate, pledge or charge all or part of its undertaking, property or assets and uncalled capital and to issue debentures and other securities whether outright or as collateral security for any liability or obligation of the Company or of any third party.

**8 Material Contracts**

The following are all of the contracts, not being contracts entered into in the ordinary course of business, that have been entered into by the Company or any of the Holding Entities since their respective incorporations and are, or may be, material or that contain any provision under which the Company or a Holding Entity has any obligation or entitlement which is or may be material to it as at the date of this Registration Document:

8.1 Share Issuance Programme Placing Agreement

Pursuant to the placing agreement dated 1 December 2014 between the Company, the Investment Manager, the Operations Manager and the Joint Sponsors (the **Share Issuance Programme Placing Agreement**), and subject to certain conditions, the Joint Sponsors have agreed to use their several respective reasonable endeavours to procure subscribers for New Shares to be issued pursuant to each Placing under the Share Issuance Programme. In addition, under the Agreement, the Joint Sponsors have been appointed as joint sponsors in connection with the applications for Admission of the New Shares.

The Share Issuance Programme Placing Agreement is capable of being terminated by the Joint Sponsors in certain customary circumstances prior to Admission of New Shares issued pursuant to any Placing.

The obligations of the Company to issue the Ordinary Shares and the obligations of the Joint Sponsors to use their respective reasonable endeavours to procure subscribers for Ordinary Shares are conditional upon certain conditions that are typical for an agreement of this nature. These conditions include among others the Share Issuance Programme Placing Agreement not having been terminated in accordance with its terms.

The Company, the Operations Manager and the Investment Manager have given warranties to the Joint Sponsors concerning, *inter alia*, the accuracy of the information contained in the Prospectus. The Company, the Operations Manager and the Investment Manager have also given indemnities to the Joint Sponsors. The warranties and indemnities given by the Company, the Operations Manager and the Investment Manager are standard for an agreement of this nature.

8.2 IPO Placing Agreement

Pursuant to the placing agreement dated 5 July 2013 between the Company, the Investment Manager, the Operations Manager, the Directors and the Joint Sponsors (the **IPO Placing Agreement**), and subject to certain conditions, the Joint Sponsors agreed to use their several respective reasonable endeavours to procure subscribers for the Ordinary Shares at the IPO Issue Price. In addition, under the Placing Agreement, the Joint Sponsors were appointed as joint sponsors in connection with the applications for the IPO Admission and the IPO.

The IPO Placing Agreement was capable of being terminated by the Joint Sponsors in certain customary circumstances prior to the IPO Admission.

The obligations of the Company to issue the Ordinary Shares and the obligations of the Joint Sponsors to use their respective reasonable endeavours to procure subscribers for Ordinary Shares were conditional upon certain conditions that are typical for an agreement of this nature. These conditions included, among others: (i) the IPO Admission occurring and becoming effective by 8.00 a.m. on or prior to 29 July 2013 (or such later time and/or date, not being later than 31 August 2013 as the Company, the Investment Manager, the Operations Manager and the Joint Sponsors agreed); (ii) the IPO Placing Agreement not having been terminated in accordance with its terms, (iii) the IPO Acquisition Agreements becoming unconditional in all respects, (iv) the Gross Issue Proceeds being equal to or higher than the higher of (a) the amount required to acquire the Initial Portfolio (based on the Euro/Sterling exchange rate on the IPO placing date), pay the IPO formation and issue costs and provide working capital for the Group (which, in aggregate, was capped at £300 million); and (b) £270 million.

The Company, the Operations Manager, the Investment Manager and the Directors gave warranties to the Joint Sponsors concerning, *inter alia*, the accuracy of the information contained in the IPO Prospectus. The Company, the Operations Manager and the Investment Manager also gave indemnities to the Joint Sponsors. The warranties and indemnities which were given by the Company, the Operations Manager, the Investment Manager and the Directors were standard for an agreement of this nature.

8.3 C Share Placing Agreement

Pursuant to the placing agreement dated 10 March 2014 between the Company, the Investment Manager, the Operations Manager and the Joint Sponsors (the **2014 C Share Placing Agreement**), and subject to certain conditions, the Joint Sponsors agreed to use their several respective reasonable endeavours to procure subscribers for the C Shares at £1.00 per C Share. In addition, under the 2014 C Share Placing Agreement, the Joint Sponsors were appointed as joint sponsors in connection with the proposed applications for Admission of the C Share issued pursuant to the 2014 C Share Issue (**2014 C Share Admission**).

The 2014 C Share Placing Agreement was capable of being terminated by the Joint Sponsors in certain customary circumstances prior to 2014 C Share Admission.

The obligations of the Company to issue the C Shares and the obligations of the Joint Sponsors to use their respective reasonable endeavours to procure subscribers for C Shares were conditional upon certain conditions that are typical for an agreement of this nature. These conditions included, among others: (i) 2014 C Share Admission occurring and becoming effective by 8.00 a.m. on or prior to 2 April 2014 (or such later time and/or date, not being later than 16 May 2014 as the Company, the Investment Manager, the Operations Manager and the Joint Sponsors agreed); (ii) the 2014 C Share Placing Agreement not having been terminated in accordance with its terms and (iii) the minimum gross proceeds being equal to or higher than £85 million (or such lesser amount equal to or more than £40 million as the Company, the Investment Manager, the Operations Manager and the Joint Bookrunner agreed).

The Company, the Operations Manager and the Investment Manager gave warranties to the Joint Sponsors concerning, *inter alia*, the accuracy of the information contained in the prospectus published in respect of the 2014 C Share Issue.

The Company, the Operations Manager and the Investment Manager also gave indemnities to the Joint Sponsors. Such warranties and indemnities were standard for an agreement of this nature.

8.4 Investment Management Agreement

Pursuant to an amended and restated investment management agreement dated 11 June 2014 between the Company, UK Holdco and the Investment Manager (the **Investment Management Agreement**), the Investment Manager has been appointed as the Company's investment manager, with full discretion to make investments in accordance with the Company's investment policy and has responsibility for financial administration and investor relations, in addition to advising the Board in relation to further capital raisings amongst other matters, subject to the overall supervision and oversight of the Board.

In consideration for its services the Investment Manager receives the Investment Management Fee and the IM Advisory Fee, as described in Part V of this Registration Document.

The Investment Management Agreement and the appointment of the Investment Manager will continue in force unless and until terminated by either the Company or the Investment Manager giving to the other not less than 12 months' written notice, such notice not to be given earlier than the fourth anniversary of the IPO Admission.

The Investment Management Agreement may be terminated by the Company with immediate effect if: (a) the Investment Manager commits (i) a breach of the Agreement which has a material adverse effect on the Group, or (ii) a breach of the Agreement which is not material but which is recurrent or continuing, and (if such breach is capable of remedy) fails to remedy such breach within 30 days of being notified of such breach; (b) an administrator, encumbrancer, receiver or similar body has been appointed in respect of the Investment Manager or any of the Investment Manager's assets, or the Investment Manager is unable to pay its debts, or an order has been made or an effective resolution passed for the liquidation of the Investment Manager (except a voluntary liquidation on terms previously approved in writing by the Company; (c) the Investment Manager is no longer permitted by applicable requirements to perform its services under the Agreement; (d) the Investment Manager is prevented by force majeure from performing its services under the Agreement for at least 60 consecutive days; or (e) the Investment Manager has committed a prohibited act.

The Investment Management Agreement may be terminated by the Investment Manager with immediate effect if: (a) the Company commits (i) a breach of the agreement which has a material adverse effect on the Investment Manager, or (ii) a breach of the Agreement which is not material but which is recurrent or continuing, and (if such breach is capable of remedy) fails to remedy such breach within 30 days of being notified of such breach; (b) an administrator, encumbrancer, receiver or similar body has been appointed in respect of the Company or UK Holdco or any of the assets of UK Holdco or the Company, or the Company or UK Holdco is unable to pay its debts, or an order has been made or an effective resolution passed for the liquidation of such party (except a voluntary liquidation on terms previously approved in writing by the Investment Manager); (c) the Investment Manager is no longer permitted by applicable requirements to perform its services under the Agreement; or (d) the Investment Manager is prevented by force majeure from performing its services under the Agreement for at least 60 consecutive days.

In the event that the Investment Management Agreement is terminated, the Investment Manager is entitled to all fees and expenses up to the date of termination.

In the event that the Investment Manager terminates the Investment Management Agreement as a result of a material breach by the Company or UK Holdco of their respective obligations under the Investment Management Agreement, the Investment Manager will be entitled to compensation based on the fees it would have been entitled to receive in respect of the unexpired period of the initial 4 year term (if any) plus the 12 month notice period.

The Investment Management Agreement provides for the indemnification by the Company and UK Holdco of the Investment Manager and its officers, employees and agents (together the IM Indemnified Persons) in circumstances where the IM Indemnified Persons suffer loss in connection with the provision of the services under the Investment Management Agreement save where there has been fraud, negligence, wilful default or material breach of the Investment Management Agreement on the part of an IM Indemnified Person. The Investment Management Agreement also provides for the indemnification by the Investment Manager of the Company, UK Holdco and each

member of the Group in respect of losses suffered by the Company and/or the Group which arise as a result of the fraud, negligence, wilful default or material breach of the Investment Management Agreement on the part of an IM Indemnified Person.

The Investment Management Agreement is governed by the laws of England and Wales.

8.5 Operations Management Agreement

Pursuant to an operations management agreement dated 5 July 2013 between the Company, UK Holdco and the Operations Manager, as amended by a supplemental agreement dated 11 June 2014, (the **Operations Management Agreement**), the Operations Manager has been appointed to be the Company's operations manager and is responsible for monitoring, evaluating and optimising technical and financial performance across the Portfolio. The services provided by the Operations Manager include maintaining an overview of project operations and reporting on key performance measures, recommending and implementing strategy on management of the Portfolio including strategy for energy sales agreements, insurance, maintenance and other areas requiring portfolio level decisions, and maintaining and monitoring health and safety and operating risk management policies. The Operations Manager will also work jointly with the Investment Manager on sourcing and transacting new business, refinancing of existing assets and investor relations. The Operations Manager will not participate in any investment decisions taken by or on behalf of the Company or undertake any other regulated activities for the purposes of FSMA.

In consideration for its services the Operations Manager receives the Operations Management Fee and the OM Advisory Fee, as described in Part V of this Registration Document.

The Operations Management Agreement and the appointment of the Operations Manager will continue in force unless and until terminated by either the Company or the Operations Manager giving to the other not less than 12 months' written notice, such notice not to be given earlier than the fourth anniversary of the IPO Admission.

The Operations Management Agreement may be terminated by the Company with immediate effect if: (a) the Operations Manager commits (i) a breach of the agreement which has a material adverse effect on the Group, or (ii) a breach of this Agreement which is not material but which is recurrent or continuing, and (if such breach is capable of remedy) fails to remedy such breach within 30 days of being notified of such breach; (b) an administrator, encumbrance, receiver or similar body has been appointed in respect of the Operations Manager or any of the Operations Manager's assets, or the Operations Manager is unable to pay its debts, or an order has been made or an effective resolution passed for the liquidation of such party (except a voluntary liquidation on terms previously approved in writing by the Company); (c) the Operations Manager is no longer permitted by applicable requirements to perform its services under the Agreement; (d) the Operations Manager is prevented by force majeure from performing its services under the Agreement for at least 60 consecutive days; or (e) the Operations Manager has committed a Prohibited Act.

The Operations Management Agreement may be terminated by the Operations Manager with immediate effect if: (a) the Company commits (i) a breach of the agreement which has a material adverse effect on the Operations Manager, or (ii) a breach of this Agreement which is not material but which is recurrent or continuing, and (if such breach is capable of remedy) fails to remedy such breach within 30 days of being notified of such breach; (b) an administrator, encumbrancer, receiver or similar body has been appointed in respect of the Company or UK Holdco or any of the assets of UK Holdco or the Company, or the Company or UK Holdco is unable to pay its debts, or an order has been made or an effective resolution passed for the liquidation of such party (except a voluntary liquidation on terms previously approved in writing by the Operations Manager); (c) the Operations Manager is no longer permitted by applicable requirements to perform its services under the Agreement; or (d) the Operations Manager is prevented by force majeure from performing its services under this Agreement for at least 60 consecutive days.

In the event that the Operations Management Agreement is terminated, the Operations Manager shall be entitled to all fees and expenses accrued up to the date of termination.

In the event that the Operations Manager terminates the Operations Management Agreement as a result of a material breach by the Company or UK Holdco of their respective obligations under the Operations Management Agreement, the Operations Manager will be entitled to compensation based on the fees it would have been entitled to receive in respect of the unexpired period of the initial 4 year term (if any) plus the 12 month notice period.

The Operations Management Agreement provides for the indemnification by the Company and UK Holdco of the Operations Manager and its officers, employees and agents (together the OM Indemnified Persons) in circumstances where the OM Indemnified Persons suffer loss in connection with the provision of the services under the Operations Management Agreement save where there has been fraud, negligence, wilful default or material breach of the Operations Management Agreement on the part of an OM Indemnified Person. The Operations Management Agreement also provides for the indemnification by the Operations Manager of the Company, UK Holdco and each member of the Group in respect of losses suffered by the Company and/or the Group which arise as a result of the fraud, negligence, wilful default or material breach of the Operations Management Agreement on the part of an OM Indemnified Person.

The aggregate liability of the Operations Manager under the Operations Management Agreement is limited to an amount equal to the OM Advisory Fee and the Operations Management Fee in the preceding two calendar years.

The Operations Management Agreement is governed by the laws of England and Wales.

8.6 IPO Acquisition Agreements

(a) The RES Acquisition Agreements

The RES Acquisition Agreements were entered into by the relevant seller entities within the RES Group (namely RES UK & Ireland Limited, RES-GEN Limited and EOLE-RES S.A.), RES as seller guarantor, UK Holdco or French Holdco (as applicable) and the Company as guarantor on 5 July 2013. Under the RES Acquisition Agreements the RES Group conditionally agreed to sell and UK Holdco or French Holdco (as applicable) conditionally agreed to purchase the RES Portfolio Companies from the RES Group.

The aggregate consideration paid for the RES Portfolio Companies was approximately £254 million (based on the exchange rate of c1.18/£1 on 3 July 2013) and was satisfied wholly in cash with part of the proceeds used by RES to fund its subscription for Ordinary Shares pursuant to the RES Deed of Subscription.

The relevant seller entities within the RES Group gave certain warranties, including the authority and capacity to enter into the RES Acquisition Agreements, the status of the RES Portfolio Companies and warranties relating to, the business, assets and accounts of the RES Portfolio Companies. Certain of the warranties are limited to the awareness of the RES Group and the warranties are qualified by the disclosures given in a disclosure letter. UK Holdco or French Holdco (as applicable) and the Company warranted their authority and capacity to enter into the RES Acquisition Agreements.

The RES Acquisition Agreements also include a capped tax covenant in respect of certain tax liabilities that arose prior to completion of the RES Acquisition Agreements.

The total liability of the RES Group in respect of claims under each RES Acquisition Agreement is limited to the acquisition price in the relevant RES Acquisition Agreement for a claim by UK Holdco or French Holdco (as applicable) under the tax covenant and the capacity, title and tax warranties and to an amount equal to 50 per cent of the relevant acquisition price in relation to any other claim. In addition, the total amount of the RES Group's liability in respect of a RES Portfolio Company is limited to that company's approximate share of the total acquisition price. The RES Group will only be liable in respect of a claim if certain thresholds are exceeded.

The RES Acquisition Agreements also include time limits in which any claims must be brought.

The Company provided a guarantee of UK Holdco's or French Holdco's (as applicable) obligations under the RES Acquisition Agreements.

The RES Acquisition Agreement in respect of the sale of the Haut Languedoc SPV, Haut Cabardes SPV, Cuxac Cabardes SPV and the Roussas Claves SPV includes a conditional option for French HoldCo to acquire the La Salesse SPV, a RES Group company that owns the Optional Asset. The Company did not proceed with the acquisition due to the unresolved status of the French FIT Decision.

If the Operations Manager were to seek to sell the Optional Asset at some point in the future, the Company would have the right to reconsider its purchase under the terms of the First Offer Agreement.

(b) The InfraRed Acquisition Agreement

The InfraRed Acquisition Agreement was entered into by the InfraRed Fund, UK Holdco and the Company as guarantor on 5 July 2013. Under the InfraRed Acquisition Agreement, the InfraRed Fund conditionally agreed to sell and UK Holdco conditionally agreed to purchase the InfraRed Portfolio Companies from the InfraRed Fund.

The consideration paid for the InfraRed Portfolio Companies was approximately £22.25 million and was satisfied wholly in cash.

The InfraRed Fund gave certain warranties, including the authority and capacity of the InfraRed Fund to enter into the InfraRed Acquisition Agreement, and warranties relating to, the business, assets and accounts of the InfraRed Portfolio Companies. Certain of the warranties are limited to the awareness of the InfraRed Fund and the warranties are qualified by the disclosures given in a disclosure letter. UK Holdco and the Company warranted their authority and capacity to enter into the InfraRed Acquisition Agreement.

The InfraRed Acquisition Agreement also included a capped tax covenant in respect of certain tax liabilities that may have arisen prior to completion of the InfraRed Acquisition Agreement.

The total liability of the InfraRed Fund in respect of the relevant claims is limited to the acquisition price for a claim by UK Holdco under the tax covenant, capacity, title and tax warranties and to an amount equal to 50 per cent of the acquisition price in relation to any other claim. In addition, the total amount of the InfraRed Fund's liability in respect of an InfraRed Portfolio Company is limited to that company's approximate share of the total acquisition price. The InfraRed Fund will only be liable in respect of a claim if certain thresholds are exceeded and the InfraRed Acquisition Agreement also includes time limits in which any claims must be brought.

The Company provided a guarantee of UK Holdco's obligations under the InfraRed Acquisition Agreement.

8.7 Renewables Infrastructure Management Services

The RIM Schedule sets out the services carried out by RES Group in its role as Renewables Infrastructure Manager for assets in the Initial Portfolio acquired from the RES Group. The services include all of the services ordinarily undertaken by the operations and maintenance manager of power generation assets (except to the extent provided by B9 Energy (O&M) Limited) and include: general management of the operation of each Project owned by a RES Portfolio Company in accordance with prudent operating practice; to the extent that third parties have been engaged to carry out maintenance services, management and coordination of such third party service providers; monitoring power production by each Project Company to ensure that necessary actions are taken in response to alarms and faults; managing compliance with applicable laws and grid codes; the preparation of management accounts and quarterly reports; preparation of long-term plans for the operation and maintenance of each project; preparation of annual statutory accounts; health and safety compliance; and company secretarial and commercial support.

8.8 First Offer Agreement

The Company and UK Holdco entered into a right of First Offer Agreement with RES dated 5 July 2013 (the **First Offer Agreement**), pursuant to which RES undertook that, for such time as it remains the operations manager of the Group, and subject to the rights of project finance lenders (whose security can be exercised free of this right of first offer) and any applicable joint venture agreements to which the RES Group is party (which may contain pre-emption rights), it will notify the Company of any proposed sale by the RES Group of an interest in:

(a) an onshore wind farm in the UK or any of the Northern European countries (as defined in the Agreement and including France and Ireland or any other jurisdictions in which the Company has acquired an interest in a project from the RES Group); or

(b) a solar PV park in the UK or any of the Northern European countries, that falls within the scope of the Company's investment policy, as set out in the IPO Prospectus save for any proposed sales (other than in relation to the Initial Portfolio) which were in progress as at the date of the IPO Prospectus.

The First Offer Agreement will terminate upon termination of the Operations Management Agreement, and will cease to apply in any jurisdiction in which RES disposes of its business or does not continue any activities in that jurisdiction. Each party has limited termination rights for material breach, insolvency of any party and the Operations Manager ceasing to be a member of the RES Group.

The Company must notify RES within 20 Business Days after receipt of a notice described above as to whether the Company (or any member of its Group) wishes to acquire all (but not some) of the interests set out in that notice, and the price it proposes to pay for each such interest (the **CPI Price**) subject to due diligence and contract, together with the proposed purchaser of each such interest. The Operations Manager, in turn, will be required to notify the Company within 10 Business Days of receipt of the counter notice whether it wishes to proceed with a sale of the relevant interests at the CPI Price.

If RES notifies the Company and UK Holdco that it intends to proceed with the sale to the Group, RES and UK Holdco, acting through the Investment Manager, will be required to negotiate, acting reasonably and in good faith with a view to agreeing the terms of a sale and purchase agreement and any related agreements for the relevant interests.

If RES notifies the Company and UK Holdco that it does not intend to proceed with the sale to the Group or if RES and the Group do not agree the terms of the sale and purchase agreement or any related agreements within 30 Business Days of the notice from RES intending to proceed with the sale, RES or the relevant member of the RES Group may, within 18 months, sell any or all of the relevant interests to any person for an overall return to the RES Group that is not materially less advantageous than the terms offered by the Group.

RES, or the relevant member of the RES Group, will be entitled to sell to any person on such terms as such seller shall in its absolute discretion see fit any interests offered for sale, where the Company has notified the Operations Manager that it does not wish to acquire such interests or the Company does not respond within the 20 Business Day period referred to above.

RES may also notify the Company and UK Holdco that it intends to sell a bundle of interests together. In such case, the provisions described above will apply to the bundled interests in all respects as if they related to a single interest, and the Group may offer to buy all, but not some only, of the bundled interests.

The First Offer Agreement also contains provisions for the parties to meet at least once each quarter commencing 3 months from the date of the First Offer Agreement to consult on sales of interests over the following one year period.

The First Offer Agreement is governed by the laws of England and Wales.

8.9 Repowering Rights and Adjacent Development Agreement

Pursuant to a Repowering Rights and Adjacent Development Agreement (the **RRADA**) between the Company and RES dated 5 July 2013, RES was granted an exclusive right, exercisable under certain conditions, to repower any of the wind farm or solar PV park assets in the Portfolio acquired from the RES Group. Repowering refers to the removal of substantially all of the old electricity generating equipment in relation to part or the whole of a wind farm or solar PV park asset in order to construct new electricity generating equipment.

The RRADA provides for a procedure by which the Company will investigate and determine in its sole discretion the options available during the asset life of a wind farm or, if applicable, solar PV park (generally considered to be approximately 25 years), including decommissioning, investments to extend the asset life or repowering. Where the Company determines that repowering is a viable option that it wishes to take forward, it will notify RES who will then have the right to take such repowering forward.

If RES elects to repower under the RRADA, the Company has certain obligations to co-operate with RES, subject to certain protections. If the Company elects to proceed with an asset life extension, RES has obligations to co-operate with the Company to support its election.

The Company has certain rights in respect of any repowering to be taken forward by RES under the RRADA, including:

- a right to take up to a 50 per cent participating interest in the repowering project, including both development costs and development profits;

- a right to elect not to participate in the repowering project and associated risk and cost, but to receive 10 per cent of the development profits arising from the repowering project; and a right to buy back the repowering project after completion at the market value for the repowered assets.

The Company also retains the right to take forward a repowering project where RES elects to not exercise its right to do so under the RRADA.

The RRADA provides for procedures relating to the above rights, including:

- processes for determining when decisions regarding repowering projects are to be made by the parties;
- mechanisms to determine development costs and development profits;
- mechanisms for the Company to monitor the progress of a repowering project and, where it has elected to participate, to be involved in certain decision making processes; and processes for the Company to provide assistance to RES in respect of any repowering project.

The RRADA also grants RES exclusivity as between the parties, and contains certain co-operation mechanisms and protections for the Company, should RES decide to develop a wind farm, solar PV parks or other renewable energy projects on land adjacent to assets owned by the Company and acquired from RES. The exercise of this right will trigger a process by which the Company is compensated for any forecast future impact on the energy yield of the Company's assets due to such developments, as well as agreeing access and interface arrangements.

The RRADA is governed by the laws of England and Wales.

8.10 Administration Agreement

The Company and the Administrator entered into an administration agreement dated 21 June 2013 (the **Administration Agreement**), pursuant to which the Company has appointed the Administrator to act as its administrator and company secretary.

The Company gave certain market standard indemnities in favour of the Administrator in respect of the Administrator's potential losses in carrying out its responsibilities under the Administration Agreement.

The Administration Agreement may be terminated by either party by giving 90 days' written notice after an initial term of one year from the IPO Admission. The Administration Agreement may be terminated immediately by a party if: (a) the other party has committed any material breach of its obligations under the agreement and, if such breach is capable of remedy the defaulting party has failed within thirty (30) Business Days of receipt of notice, to make good such breach; (b) an order is made or a resolution passed to put the other party into liquidation (except a voluntary liquidation for the purpose of reconstruction, amalgamation or merger) or a receiver is appointed in respect of any of its assets or if some event having equivalent effect occurs; (c) the other party is unable to pay its debts as they fall due; (d) a receiver is appointed to the undertaking of the other party or any part thereof; (e) if both parties agree; or (f) if there is a force majeure event which has continued for more than thirty (30) days.

The Company may terminate the Administration Agreement forthwith by notice in writing if the Administrator is no longer permitted or qualified to perform its obligations and duties pursuant to any applicable law or regulation.

In respect of the administration fee, the Company pays to the Administrator an annual fee calculated at the rate of 0.010 per cent in respect of the first £250 million of Net Asset Value and 0.005 per cent on the Net Asset Value exceeding £250 million. A minimum secretarial fee of £25,000 is payable per annum.

The Administration Agreement is governed by the laws of the Island of Guernsey.

8.11 Registrar Agreement

The Company and the Registrar entered into a registrar agreement dated 5 July 2013 (the **Registrar Agreement**), pursuant to which the Company appointed the Registrar to act as registrar of the Company for a minimum annual fee payable by the Company of £7,500 in respect of basic registration.

The Registrar Agreement may be terminated by either the Company or the Registrar giving to the other not less than three months' written notice.

The Registrar Agreement is governed by the laws of the Island of Guernsey.

8.12 Acquisition Facility Agreement

The Company, UK Holdco and the Banks entered into a £80 million revolving acquisition facility agreement dated 20 February 2014 (the **Acquisition Facility Agreement**). The Acquisition Facility is a committed three year multi-currency facility, including a £10 million working capital element.

Interest is calculated by way of the margin and LIBOR (or, in respect of loans denominated in Euros only, EURIBOR). The margin is 3.00 per cent per annum.

Repayments are made in ''bullets'' following equity raisings (unless the Company applies the proceeds to new acquisitions as explained below) and on maturity being 28 February 2017.

The Acquisition Facility may be used to (i) finance investments made by the Company, subject to compliance with the Company's Investment Policy in relation to the nature, jurisdiction, characteristics and concentration of the Portfolio; (ii) finance-related acquisition costs; and (iii) for general corporate working capital purposes up to a maximum of £10 million. Various interest cover and loan to value ratios are imposed. The proceeds of any disposal by the Company or UK Holdco or, equity raising by the Company are required to be paid into a series of specified accounts and must either be applied in prepayment of the Acquisition Facility or, subject to confirmation that the financial covenants are, and will continue to be, achieved, in the acquisition of Further Investments.

The Acquisition Facility is guaranteed by the Company and secured against its cash balances and loan notes between the Company the UK Holdco. There are also cross guarantees and indemnities between the Company and UK Holdco, including the Company in its capacity as a guarantor under the Acquisition Facility. The Acquisition Facility contains further representations, warranties, covenants, events of defaults and other obligations including indemnities on the part of the Company.

## 9 No significant change

9.1 There has been no significant change in the financial or trading position of the Group since 30 June 2014 (being the end of the last financial period of the Company for which audited financial information has been published), save for:

(a) the declaration of a second interim dividend of 3.0 pence per Ordinary Share on 14 August 2014; and

(b) the expansion of the Company's portfolio by the addition of three operational UK solar PV parks in Dorset, Norfolk and Cornwall with combined generating capacity of 56.6MW for an aggregate valuation of £73.7 million (subject to performance adjustments), funded partly from the Group's cash resources and partly from utilisation of the Group's revolving acquisition facility (announced on 8 August 2014;

(c) the raising of gross proceeds (on 11 August 2014) of £38.6 million from the issuance of 36,738,423 new ordinary shares of no par value in the Company to institutional investors at a price of 105 pence under the Company's existing authority to issue shares by way of a ''tap'' issue without pre-emption rights for existing investors. The net proceeds were raised in order to substantially repay the Group's revolving acquisition facility; and

(d) the acquisitions in November 2014 of the Earlseat Wind Farm (located in Scotland) and the Taurbeg Wind Farm (located in the Republic of Ireland) which have a combined generating capacity of 41.3 MW, for aggregate consideration of approximately £46 million and which were funded from the Group's £80 million revolving Acquisition Facility.

## 10 Litigation

There are no governmental, legal or arbitration proceedings nor, so far as the Company is aware, are there any governmental, legal or arbitration proceedings pending or threatened which may have, or have since incorporation had, a significant effect on the Group's financial position or profitability during the 12 months preceding the date of this Registration Document.

## 11 Reports and accounts

11.1 The first accounting period of the Company ran from the date of the Company's incorporation to 31 December 2013, and future accounting periods will end on 31 December in each year. The audited annual accounts will be provided to Shareholders within four months of the year end to which they relate. Unaudited half yearly reports, made up to 30 June in each year, will be

announced within two months of that date. The Company will also produce interim management statements in accordance with the Disclosure Rules and Transparency Rules. The Company reports its results of operations and financial position in Sterling.

11.2 The audited annual accounts and half yearly reports will also be available at the registered office of the Administrator and the Company and from the Company's website, www.trig-ltd.com.

11.3 The financial statements of the Company are prepared in accordance with IFRS and the annual accounts are audited using auditing standards in accordance with International Standards on Auditing (UK and Ireland).

11.4 The preparation of financial statements in conformity with IFRS requires that the Directors make estimates and assumptions that affect the application of policies and reported amounts of assets and liabilities, income and expenses. Such estimates and associated assumptions are generally based on historical experience and various other factors that are believed to be reasonable under the circumstances, and form the basis of making the judgements about attributing values of assets and liabilities that are not readily apparent from other sources. Actual results may vary from such accounting estimates in amounts that may have a material impact on the financial statements of the Company.

**12 Related Party Transactions**

Except with respect to the appointment letters entered into between the Company and each director and the agreement entered into with the Investment Manager as set out in paragraph 8.4 of this Part VII, the Company has not entered into any related party transaction since incorporation.

**13 Availability of the Prospectus**

Copies of this Registration Document, the Securities Note and the Summary can be collected, free of charge during Business Hours on any Business Day, from the Investment Manager at 12 Charles II Street, London, United Kingdom, SW1Y 4QU, or from the registered office of the Company (being 1 Le Truchot, St Peter Port, Guernsey GY1 1WD).

**14 General**

14.1 Placings of New Shares under the Share Issuance Programme will be carried out on behalf of the Company by Canaccord Genuity and Jefferies, both of which are authorised and regulated in the UK by the Financial Conduct Authority.

14.2 The Investment Manager and the Operations Manager may be promoters of the Company. Save as disclosed in Part V of this Registration Document no amount or benefit has been paid, or given, to the promoter or any of their subsidiaries since the incorporation of the Company and none is intended to be paid, or given.

14.3 The address of the Investment Manager is 12 Charles II Street, London, United Kingdom, SW1Y 4QU and its telephone number is +44 (0) 207 484 1800.

14.4 The address of the Operations Manager is Beaufort Court, Egg Farm Lane, Kings Langley, Hertfordshire WD4 8LR and its telephone number is +44 (0) 1923 299 200.

14.5 CREST is a paperless settlement procedure enabling securities to be evidenced other than by certificates and transferred other than by written instrument. The Articles of the Company permit the holding of the Ordinary Shares and C Shares under the CREST system. The Directors intend to apply for the Ordinary Shares and C Shares to be admitted to CREST with effect from their respective Admission. Accordingly it is intended that settlement of transactions in the Ordinary Shares and C Shares following their Admission may take place within the CREST system if the relevant Shareholders so wish. CREST is a voluntary system and Shareholders who wish to receive and retain share certificates will be able to do so upon request from the Registrars.

14.6 Applications will be made to each of the Financial Conduct Authority and the London Stock Exchange for the New Ordinary Shares to be admitted to listing and trading on the premium segment of the Official List and the London Stock Exchange's main market for listed securities respectively. It is expected that Admission of the New Ordinary Shares issued pursuant to any Issues under the Share Issuance Programme will become effective, and that dealings in such New Ordinary Shares will commence, between 1 December 2014 and 30 November 2015.

14.7 Applications will be made to each of the Financial Conduct Authority and the London Stock Exchange for the C Shares to be issued pursuant to any Issues under the Share Issuance Programme to be admitted to listing and trading on the standard segment of the Official List and the London Stock Exchange's main market for listed securities respectively. It is expected that Admission of the C Shares issued pursuant to any Issues under the Share Issuance Programme will become effective, and that dealings in such C Shares will commence, between 1 December 2014 and 30 November 2015.

14.8 No application is being made for the New Ordinary Shares or the C Shares to be dealt with in or on any stock exchanges or investment exchanges other than the London Stock Exchange.

14.9 No Director has any interest in the promotion of, or in any property acquired or proposed to be acquired by, the Group.

14.10 Save as disclosed in paragraph 8 of this Part VII, there is no other contract (not being a contract entered into in the ordinary course of business) entered into by the Group which contains any provision under which the Company has any obligation or entitlement which is material to the Company as at the date of this Registration Document.

14.11 None of the New Ordinary Shares or C Shares available under the Share Issuance Programme are being underwritten.

14.12 At the date of this Registration Document, the latest published net assets of the Company (as at 30 September 2014) were 100.2p per Ordinary Share (representing underlying net assets of £416.3 million). On the basis that 250 million New Ordinary Shares are issued under the Share Issuance Programme and assuming an issue price of 102 pence per New Ordinary Share, the net assets of the Company would increase by approximately £250.4 million immediately after their Admission. The Company derives earnings from its gross assets in the form of dividends and interest. It is not expected that there will be any material impact on the NAV per Ordinary Share as the Net Proceeds of each Issue under Share Issuance Programme are expected to be used to repay sums drawn down under the Acquisition Facility or invested in investments consistent with the investment objective of the Company.

14.13 The Company has not had any employees since its incorporation and does not own any premises.

**15 Mandatory bids, squeeze out and sell out rules relating to the Shares**

15.1 The Takeover Code applies to the Company. Under the Takeover Code, if an acquisition of Shares were to increase the aggregate holding of the acquirer and its concert parties to Shares carrying 30 per cent or more of the voting rights in the Company, the acquirer (and depending on the circumstances, its concert parties) would be required, except with the consent of the Panel, to make a cash offer for the outstanding Shares in the Company at a price not less than the highest price paid for any interests in the Shares by the acquirer or its concert parties during the previous 12 months. This requirement would also be triggered by an acquisition of Shares by a person holding (together with its concert parties) Shares carrying between 30 per cent and 50 per cent of the voting rights in the Company if the effect of such acquisition were to increase that person's percentage of the voting rights.

15.2 Shares may be subject to compulsory acquisition in the event of a takeover offer which satisfies the requirements of Part XVIII of the Companies Law or, in the event of a scheme of arrangement, under Part VIII of the Companies Law.

15.3 In order for a takeover offer to satisfy the requirements of Part XVIII of the Companies Law, the prospective purchaser must prepare a scheme or contract (in this paragraph, the Offer) relating to the acquisition of the Shares and make the Offer to some or all of the Shareholders. If, at the end of a four month period following the making of the Offer, the Offer has been accepted by Shareholders holding 90 per cent in value of the Shares affected by the Offer, the purchaser has a further two months during which it can give a notice (in this paragraph, a Notice to Acquire) to any Shareholder to whom the Offer was made but who has not accepted the Offer (in this paragraph, the Dissenting Shareholders) explaining the purchaser's intention to acquire their Shares on the same terms. The Dissenting Shareholders have a period of one month from the Notice to Acquire in which to apply to the Court for the cancellation of the Notice to Acquire. Unless, prior to the end of that one month period, the Court has cancelled the Notice to Acquire or granted an order preventing the purchaser from enforcing the Notice to Acquire, the purchaser may acquire the Shares belonging to the Dissenting Shareholders by paying the consideration payable under the Offer to the Company, which it will hold on trust for the Dissenting Shareholders.

15.4 A scheme of arrangement is a proposal made to the Court by the Company in order to effect an ''arrangement'' or reconstruction, which may include a corporate takeover in which the Shares are acquired in consideration for cash or shares in another company. A scheme of arrangement is subject to the approval of a majority in number representing at least 75 per cent (in value) of the members (or any class of them) present and voting in person or by proxy at a meeting convened by the Court and subject to the approval of the Court. If approved, the scheme of arrangement is binding on all Shareholders.

15.5 In addition, the Companies Law permits the Company to effect an amalgamation, in which the Company amalgamates with another company to form one combined entity. The Shares would then be shares in the capital of the combined entity.

**16 Investment Restrictions**

16.1 In accordance with the requirements of the Financial Conduct Authority, the Company:

(a) will not conduct any trading activity which is significant in the context of the Company as a whole; and

(b) will, at all times, invest and manage its assets (i) in a way which is consistent with its object of spreading investment risk; and (ii) in accordance with its published investment policy.

16.2 The Company will not make any material change to its published Investment Policy without the approval of its Shareholders by ordinary resolution. Such an alteration would be announced by the Company through a Regulatory Information Service.

16.3 In the event of any breach of the investment restrictions applicable to the Company, Shareholders will be informed of the actions to be taken by the Company by an announcement issued through a Regulatory Information Service.

**17 AIFM Directive**

17.1 The AIFM Directive seeks to regulate alternative investment fund managers and imposes obligations on managers who manage alternative investment funds in the EU or who market shares in such funds to EU investors. In order to obtain authorisation under the AIFM Directive, an AIFM would need to comply with various organisational, operational and transparency obligations, which may create significant additional compliance costs, some of which may be passed to investors in the AIF and may affect dividend returns.

17.2 The Company is categorised as an internally managed non-EU AIF for the purposes of the AIFM Directive and as such it is not required to seek authorisation under the AIFM Directive. However, following national transposition of the AIFM Directive in a given EU member state, the marketing of shares in AIFs that are established outside the EU (such as the Company) to investors in that EU member state will be prohibited unless certain conditions are met. Certain of these conditions are outside the Company's control as they are dependent on the regulators of the relevant third country (in this case Guernsey) and the relevant EU member state entering into regulatory co-operation agreements with one another.

17.3 The Company cannot guarantee that such conditions will be satisfied. In cases where the conditions are not satisfied, the ability of the Company to market its shares or raise further equity capital in the EU may be limited or removed. Any regulatory changes arising from implementation of the AIFM Directive (or otherwise) that limit the Company's ability to market future issues of its shares may materially adversely affect the Company's ability to carry out its investment policy successfully and to achieve its investment objective, which in turn may adversely affect the Company's business, financial condition, results of operations, NAV and/or the market price of the Ordinary Shares.

**18 Third party sources**

18.1 Where information contained in this Registration Document has been sourced from a third party, the Company confirms that such information has been accurately reproduced and that as far as the Company is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

18.2 Canaccord Genuity has given and not withdrawn its written consent to the inclusion in this Registration Document of its name and references in the form and context in which they appear.

18.3 Jefferies has given and not withdrawn its written consent to the inclusion in this Registration Document of its name and references in the form and context in which they appear.

## 19 Documents for Inspection

19.1 Copies of the following documents will be available for inspection at the registered office of the Company and at the offices of Norton Rose Fulbright LLP, 3 More London Riverside, London SE1 2AQ during Business Hours on any Business Day from the date of this Registration Document until 30 November 2015:

(a) the Memorandum of Incorporation;

(b) the 2013 Accounts and the interim accounts for the six months ended 30 June 2014;

(c) the Articles;

(d) the articles of association of UK Holdco;

(e) the articles of association of French Holdco; and

(f) this Registration Document, the Securities Note and the Summary.

## GLOSSARY

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| **ACER** | means the Agency for the Co-operation of Energy Regulators |
| **AER** | means the Renewable Energy Feed-in Tariff, Ireland |
| **All Island Market** | means the Republic of Ireland and Northern Irish markets |
| **BSC** | means the Balancing and Settlement Code, which contains the governance arrangements for electricity balancing and settlement in GB |
| **Capacity Factor** | means in respect of a power plant, the ratio of that plant's actual output over a period of time to its potential output if it were to operate at full nameplate capacity continuously over the same time period. The capacity factor is calculated by taking the total amount of energy the plant produced during a period of time and dividing by the amount of energy the plant would have produced at full capacity. Capacity factors vary greatly depending on the type of fuel that is used and the design of the plant. The capacity factor should not be confused with the availability factor or with efficiency |
| **Capacity Payments** | means the fees paid to generators to ensure the availability of that facility for a given period of time |
| **CER** | means the Commission for Energy Regulation |
| **Climate Change Levy** | means the tax imposed by the UK Government to encourage reduction in gas emissions and greater efficiency of energy used for business or non-domestic purposes |
| **CPI** | means the consumer price index |
| **CSPE** | means the contribution au service public de l'électricité, France |
| **DECC** | means the Department of Energy and Climate Change, UK |
| **De-energisation** | means the process by which a DNO requires a wind farm or a solar PV plant to cease exporting electricity to the grid network |
| **DENA** | means the Energy Agency, Germany |
| **DETI** | means the Department of Enterprise, Trade and Investment, Northern Ireland |
| **DNO** | means distribution network operator |
| **EEG** | means the German Renewable Energy Act |
| **EIA** | means an Environmental Impact Assessment |
| **EMR** | means Electricity Market Reform, UK |
| **EU** | means the European Union |
| **FATCA** | means the U.S. Foreign Account Tax Compliance Act |
| **FCA** | means the Financial Conduct Authority |
| **FIT** | means a Feed-in Tariff |
| **Green Benefits** | means financial incentives associated with the generation and sale of electricity from renewable and/or low carbon sources, including FiTs, green energy certificates such as ROCs and reliefs from taxes, such as LECs |
| **Green Paper** | means the European Commission paper entitled ''A 2030 framework for climate and energy policies'' |
| **GWh** | means gigawatt hour |
| **HIRE** | means the U.S. Hiring Incentives to Restore Employment (HIRE) Act |
| **I-SEM (or ''Integrated SEM'')** | means the project to redesign the SEM in order to ensure compliance with the Third Energy Package and the network codes approved thereunder (as well as the wholesale electricity market for Ireland and Northern Ireland, as modified by such project) |

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| **IPP** | means independent power producers |
| **IRS** | means the Internal Revenue Service |
| **kWh** | means kilowatt hour |
| **LEC** | means levy exemption certificate |
| **MW** | means megawatt |
| **MWh** | means megawatt hours |
| **NGET** | means the National Grid Electricity Transmission plc, UK |
| **Non-EU AIFs** | means the Non-EU alternative investment funds |
| **Ofgem** | means The Office of Gas and Electricity Markets |
| **P50** | means the annual amount of electricity production (in MWh) that has a 50 per cent probability of being exceeded, both in any one year and in the long-term |
| **P90 – 1 year** | means the annual amount of electricity production (in MWh) that has a 90 per cent probability of being exceeded in any one year |
| **P90 – 10 year** | means the annual amount of electricity production (in MWh) that has a 90 per cent probability of being exceeded, on average, over a 10 year period |
| **PFI** | means private finance initiative |
| **PPAs** | means power purchase agreements |
| **PPP** | means public private partnerships |
| **PV** | means photovoltaics |
| **Recycle Element** | means the money collected in a buyout fund which is redistributed on a *pro rata* basis to suppliers who present ROCs |
| **REFIT** | means the Renewable Energy Feed-in Tariff, Ireland |
| **Renewable Energy Action Plan** | means the plan required of each Member State pursuant to Article 4 of the European Renewable Energy Directive (2009/28/EC) setting out measures to enable the UK to reach its target for 15 per cent of energy consumption in 2020 to be from renewable sources |
| **Renewable Energy Directive** | means Directive 2009/28/EC of the European Parliament and of the Council of 23 April 2009 on the promotion of the use of energy from renewable sources and amending and subsequently repealing Directives 2001/77/EC and 2003/30/EC |
| **Renewables Obligation** | means the financial mechanism by which the UK Government incentivises the deployment of large scale renewable electricity generation by placing a mandatory requirement on licensed UK electricity suppliers to source a specified and annually increasing proportion of the electricity which they supply to customers from eligible renewable sources or pay a penalty |
| **repowering** | means developing a new project to replace an existing project, in whole or part, when the leasehold and other rights of the owner of the existing project mean it is in a position to control or influence development of the new project |
| **RO** | means the Renewables Obligation |
| **ROCs** | means renewables obligation certificates |
| **RPI** | means the UK retail prices index as published by the Office for National Statistics or any comparable index which may replace it for all items |
| **SEM** | means the arrangements for wholesale trading of electricity on the island of Ireland (i.e. both the Republic of Ireland and Northern Ireland) through a gross mandatory pool, known as the Single Electricity Market and governed by the Single Electricity Market |

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| | Trading and Settlement Code (as such code may be amended or replaced from time to time) |
| **Third Energy Package** | means the package of EU legislation on European electricity and gas markets that entered into force on 3 September 2009 with the purpose of further liberalising European energy markets |

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| **2013 Accounts** | means the Company's published annual report and accounts for the period from 30 May 2013 to 31 December 2013 |
| **2013 Tap Issue** | means the issue of 10 million Ordinary Shares on 21 November 2013, at a price per Ordinary Share of 101 pence |
| **2014 C Share Issue** | means the issue of 66,154,395 C Shares on 2 April 2014 pursuant to a placing, open offer and offer for subscription by the Company |
| **2014 C Share Placing Agreement** | means the placing agreement relating to the 2014 C Share Issue between the Company, the Investment Manager, the Operations Manager and the Joint Sponsors dated 10 March 2014, a summary of which is set out in paragraph 8.3 of Part VII of this Registration Document |
| **2014 Tap Issue** | means the issue of 36,738,423 million Ordinary Shares on 11 August 2014, at a price per Ordinary Share of 105 pence |
| **Acquisition Facility** or **Facility** | means the £80 million multi-currency revolving credit facility made available to the Company pursuant to the Acquisition Facility Agreement |
| **Acquisition Facility Agreement** | means the multi-currency revolving credit acquisition facility agreement dated 20 February 2014 between, the Company, UK Holdco and the Banks, details of which are set out in paragraph 8.12 of Part VII of this Registration Document |
| **Adjusted Portfolio Value** | means the Portfolio Value less any Group debt other than (i) project financing held within Portfolio Companies that will have already been taken account of in arriving at the Portfolio Value, and (ii) drawings under the Acquisition Facility. Such debt may include fixed term bank debt, bonds and debentures |
| **Administration Agreement** | means the administration agreement dated 5 July 2013 entered into between the Company and the Administrator, details of which are set out in paragraph 8.10 of Part VII of this Registration Document |
| **Administrator** | means Dexion Capital (Guernsey) Limited in its capacity as the Company's administrator |
| **Admission** | means admission to trading of the New Ordinary Shares on the London Stock Exchange's main market for listed securities in accordance with the LSE Admission Standards and admission to listing on the premium segment of the Official List becoming effective or admission to trading of C Shares on the London Stock Exchange's main market for listed securities in accordance with the LSE Admission Standards and admission to listing on the standard segment of the Official List becoming effective, as applicable |
| **AIC** | means the Association of Investment Companies |
| **AIC Code** | means the AIC Code of Corporate Governance, as amended from time to time |
| **AIFM Directive** or **AIFMD** | means the EU Alternative Investment Fund Managers Directive (No. 2011/61/EU) |
| **Altahullion SPV** | means Altahullion Wind Farm Limited with registered number NI043481 and its registered office at Unit C1 and C2, Willowbank Business Park, Millbrook, Larne, BT40 2SF |
| **Altahullion Wind Farm** | means the wind farm owned by the Altahullion SPV |
| **Articles** or **Articles of Incorporation** | means the articles of incorporation of the Company in force from time to time |
| **Audit Committee** | means the committee of the Board as further described in Part IV of this Registration Document |

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| **Auditor** | means the auditor from time to time of the Company, the current such auditor being Deloitte LLP |
| **B9** | means B9 Energy (O&M) Limited |
| **Banks** | mean the Royal Bank of Scotland plc and National Australia Bank Limited |
| **Baringa** or **Market Adviser** | means Baringa Partners LLP |
| **Beennageeha Wind Farm** | means the wind farm owned by the MHB SPV (which is known as the Beennageeha Wind Farm) |
| **Board** | means the board of Directors of the Company or any duly constituted committee thereof |
| **Business Day** | means a day on which the London Stock Exchange and banks in London and Guernsey are normally open for business |
| **Business Hours** | means the hours between 9.00 a.m. and 5.30 p.m. on any Business Day |
| **C Shareholders** | means the holders of the C Shares (prior to the conversion of the C Shares into new Ordinary Shares) |
| **C Shares** | means redeemable convertible shares of no par value in the capital of the Company issued as ''C Shares'' and having the rights and being subject to the restrictions described in Part IV of the Securities Note, which will convert into new Ordinary Shares as set out in the Articles |
| **CA 2006** | means the Companies Act 2006, as amended from time to time |
| **Canaccord Genuity** | means Canaccord Genuity Limited |
| **Capita Asset Services** | means a trading name of Capita Registrars Limited |
| **certificated** or **in certificated form** | means not in uncertificated form (that is, not in CREST) |
| **Churchtown Solar Par** | means the solar park owned by the Churchtown SPV |
| **Churchtown SPV** | means Churchtown Farm Solar Limited with registered number 07611290 and its registered office at 12 Charles II Street, London SW1Y 4OU |
| **Code** or **Internal Revenue Code** | means the U.S. Internal Revenue Code of 1986, as amended from time to time |
| **Commission** | means the Guernsey Financial Services Commission |
| **Companies Law** | means The Companies (Guernsey) Law, 2008, (as amended) |
| **Company** | means The Renewables Infrastructure Group Limited |
| **Cornwall Solar Projects** | means the solar PV parks located in Cornwall included in the Current Portfolio, further details of which are set out in Part III of this Registration Document |
| **CREST** | means the computerised settlement system operated by Euroclear which facilitates the transfer of title to shares in uncertificated form |
| **CREST Manual** | means the compendium of documents entitled CREST Manual issued by Euroclear from time to time and comprising the CREST Reference Manual, the CREST Central Counterparty Service Manual, the CREST International Manual, CREST Rules, CCSS Operations Manual and the CREST Glossary of Terms |
| **Current Portfolio** | means the portfolio of wind farm and solar PV park assets held by the Group as at the date of this Registration Document, as further described in Part III of this Registration Document |
| **Cuxac Cabardes SPV** | means CEPE de Cuxac S.A.R.L. |
| **Cuxac Cabardes Wind Farm** | means the wind farm owned by the Cuxac Cabardes SPV |
| **Directors** | means the directors from time to time of the Company and Director is to be construed accordingly |

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| **Disclosure and Transparency Rules** | means the disclosure rules and the transparency rules made by the FCA under Part VII of FSMA, as amended from time to time |
| **East Langford Solar Park** | means the solar park owned by the East Langford SPV |
| **East Langford SPV** | means East Langford Solar Limited with registered number 07610799 and its registered office at 12 Charles II Street SW1Y 4OU |
| **EEA** | means European Economic Area |
| **ERISA** | means the U.S. Employee Retirement Income Security Act of 1974, as amended from time to time |
| **Euroclear** | means Euroclear UK and Ireland Limited |
| **Fee Shares** | means the IM Fee Shares and the OM Fee Shares or any of them as the context may require |
| **Financial Conduct Authority** or **FCA** | means the United Kingdom Financial Conduct Authority (or any successor entity or entities) and, where applicable, acting as the competent authority for the purposes of admission to the Official List |
| **First Offer Agreement** | means the first offer agreement between the Company, UK Holdco and RES dated 5 July 2013, details of which are set out in paragraph 8.8 of Part VII of this Registration Document |
| **Forss SPV** | means Forss Wind Farm Limited with registered number 02924456 and its registered office at Beaufort Court, Egg Farm Lane (off Station Road), Kings Langley, Hertfordshire, WD4 8LR |
| **Forss Wind Farm** | means the wind farm owned by the Forss SPV |
| **French Holdco** | means The Renewables Infrastructure Group (France) SAS, a wholly-owned subsidiary of UK Holdco with registered number 2013B12834 and registered address 26, Rue de Marignan, 75008 Paris, France |
| **FSMA** | means the Financial Services and Markets Act 2000, as amended from time to time |
| **Further Investments** | means future direct and indirect investments that may be made by the Group after the date of this Registration Document in accordance with the Investment Policy, which where the context permits shall include SPVs; |
| **Future Securities Note** | a securities note to be issued in the future by the Company in respect of any Issue under the Share Issuance Programme which includes an open offer and/or offer for subscription component and made pursuant to this Registration Document and subject to separate approval by the FCA |
| **Future Summary** | a summary to be issued in the future by the Company in respect of any Issue under the Share Issuance Programme which includes an open offer and/or offer for subscription component and made pursuant to this Registration Document and subject to separate approval by the FCA |
| **GB** | means Great Britain |
| **Grange SPV** | means Grange Renewable Energy Limited with registered number 07638249 and its registered office at Beaufort Court, Egg Farm Lane (off Station Road), Kings Langley, Hertfordshire, WD4 8LR |
| **Green Hill Wind Farm** | means the wind farm owned by the Green Hill SPV |
| **Green Hill SPV** | means Green Hill Energy Limited with registered number 06952903 and its registered office at Beaufort Court, Egg Farm Lane (off Station Road), Kings Langley, Hertfordshire, WD4 8LR |
| **Grange Wind Farm** | means the wind farm owned by the Grange SPV |
| **Gross Proceeds** | means, in relation to an Issue under the Share Issuance Programme, the aggregate value of the New Shares to be issued pursuant to that Issue at the applicable Issue Price |

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| **Gross Portfolio Value** | means the Portfolio Value as increased by the amount of any financing held within Portfolio Companies |
| **Group** | means the Company and the Holding Entities (together, individually or in any combination as appropriate) |
| **Guernsey AML Requirements** | means the Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Law, 1999 (as amended), ordinances, rules and regulations made thereunder, and the Commission's Handbook for Financial Services Businesses on Countering Financial Crime and Terrorist Financing (as amended, supplemented and/or replaced from time to time) |
| **Guernsey USRs** | means the Uncertificated Securities (Guernsey) Regulations 2009, as amended |
| **Haut Cabardes SPV** | means CEPE de Haut Cabardes S.A.R.L. |
| **Haut Cabardes Wind Farm** | means the wind farm owned by the Haut Cabardes SPV |
| **Haut Languedoc SPV** | means CEPE de Haut Languedoc S.A.R.L. |
| **Haut Languedoc Wind Farm** | means the wind farm owned by the Haut Languedoc SPV |
| **HICL** | means HICL Infrastructure Company Limited, a Guernsey incorporated company whose shares are traded on the London Stock Exchange's main market for listed securities |
| **Hill of Towie SPV** | means Hill of Towie Limited with registered number 06952881 and its registered office at Beaufort Court, Egg Farm Lane (off Station Road), Kings Langley, Hertfordshire, WD4 8LR |
| **Hill of Towie Wind Farm** | means the wind farm owned by the Hill of Towie SPV |
| **HMRC** | means Her Majesty's Revenue and Customs |
| **Holding Entities** | means UK Holdco, French Holdco and any other holding companies established by or on behalf of the Company from time to time to acquire and/or hold one or more Portfolio Companies |
| **IAS** | means International Accounting Standards |
| **IFRS** | means International Financial Reporting Standards, as adopted by the EU |
| **IM Fee Shares** | has the meaning given to that term in Part V of this Registration Document |
| **InfraRed Fund** | means InfraRed Environmental Infrastructure G.P. Limited |
| **InfraRed Group** | means the Investment Manager and any of its parent undertakings or subsidiary undertakings |
| **Initial Portfolio** | means the initial portfolio of wind farm and solar PV park assets that the Company acquired on or shortly after the IPO Admission under the IPO Acquisition Agreements |
| **Investment Management Agreement** | means the amended and restated agreement between the Investment Manager, the Company and UK Holdco dated 11 June 2014, a summary of which is set out in paragraph 8.4 of Part VII of this Registration Document |
| **Investment Management Fee** | has the meaning given to that term in Part V of this Registration Document |
| **Investment Manager** or **InfraRed** | means InfraRed Capital Partners Limited |
| **Investment Manager's Group** | means InfraRed Capital Partners (Management) LLP and its subsidiaries |
| **Investment Policy** | means the investment policy of the Company from time to time, the current version of which is set out in Part I of this Registration Document |
| **IPO** | means the initial public offering of the Company's shares as described in the IPO Prospectus |

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| **IPO Acquisition Agreements** | means the sale and purchase agreements between, *inter alia*, the Company, the Holding Entities and the Vendors, as applicable, relating to the acquisition of the assets constituting the Initial Portfolio by the Holding Entities, details of which are set out in paragraph 8.6 of Part VII of this Registration Document |
| **IPO Admission** | means the admission of the Ordinary Shares issued pursuant to the IPO to trading on the London Stock Exchange's main market for listed securities and to listing on the premium segment of the Official List which became effective on 29 July 2013 |
| **IPO Issue Price** | means 100p per Ordinary Share, being the price at which the Ordinary Shares were issued under the IPO |
| **IPO Placing Agreement** | means the placing agreement relating to the IPO between the Company, the Investment Manager, the Operations Manager, the Directors and the Joint Sponsors dated 5 July 2013, a summary of which is set out in paragraph 8.2 of Part VII of this Registration Document |
| **IPO Prospectus** | means the prospectus published by the Company on 5 July 2013 in respect of the IPO |
| **IRR** | means internal rate of return |
| **ISA** | means UK individual savings account |
| **ISIN** | means the International Securities Identification Number |
| **Issue Price** | means the price at which New Ordinary Shares or C Shares will be issued pursuant to an Issue under the Share Issuance Programme, being (i) in the case of any New Ordinary Shares issued pursuant to any non-pre-emptive Issue, at a premium to the prevailing Net Asset Value per Ordinary Share as at the date of the relevant Issue as determined in accordance with the Securities Note; and (ii) in the case of the C Shares being £1.00 per C Share |
| **Issues** | means an issue of New Ordinary Shares or C Shares pursuant to the Share Issuance Programme |
| **Jefferies** | means Jefferies International Limited trading as Jefferies |
| **Joint Bookrunners** or **Joint Sponsors** | means Canaccord Genuity and Jefferies |
| **La Salesse SPV** | means CEPE de La Salesse S.A.R.L. |
| **La Salesse Wind Farm** or **the Optional Asset** | means the wind farm owned by the La Salesse SPV |
| **Lendrum's Bridge SPV** | means Lendrum's Bridge Wind Farm Limited with registered number NI035116 and its registered office at Unit C1 and C2, Willowbank Business Park, Millbrook, Larne, BT40 2SF |
| **Lendrum's Bridge Wind Farm** | means the wind farm owned by the Lendrum's Bridge SPV |
| **Listing Rules** | means the listing rules made by the Financial Conduct Authority under section 73A of FSMA |
| **London Stock Exchange** | means London Stock Exchange plc |
| **Lough Hill SPV** | means Lough Hill Wind Farm Limited with registered number NI050663 and its registered office at Unit C1 and C2, Willowbank Business Park, Millbrook, Larne, BT40 2SF |
| **Lough Hill Wind Farm** | means the wind farm owned by the Lough Hill SPV |
| **Managers** | means RES and InfraRed |
| **Manor Farm SPV** | means Manor Farm Solar Limited with registered number 07611300 and its registered office at Beaufort Court, Egg Farm Lane, King's Langley, Hertfordshire WD4 8LR |
| **Manor Farm Solar Park** | means the solar park owned by the Manor Farm SPV |

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| **Marvel Farms SPV** | means BKS Energy Limited with registered number 07430622 and its registered office at Beaufort Court, Egg Farm Lane, King's Langley, Hertfordshire WD4 8LR |
| **Marvel Farms Solar Park** | means the solar PV park owned by the Marvel Farms SPV |
| **Member States** | means those states which are members of the EU from time to time |
| **Memorandum of Incorporation** | means the memorandum of incorporation of the Company in force from time to time |
| **MHB SPV** | means MHB Wind Farms Limited with registered number IE296152 and its registered office at Fitzwilliam House, Witton Place, Dublin 2, |
| **Ireland Milane Hill Wind Farm** | means the wind farm owned by the MHB SPV |
| **Money Laundering Regulations** | means the UK Money Laundering Regulations 2007 (SI 2007/2157) and any other applicable anti-money laundering guidance, regulations or legislation |
| **Net Asset Value** | means the net asset value of the Company in total or (as the context requires) per Ordinary Share or C Share calculated in accordance with the Company's valuation policies and as described in this Registration Document |
| **Net Proceeds** | means, in relation to an Issue under the Share Issuance Programme, the Gross Proceeds of that Issue less the costs and expenses (including commission) applicable to that Issue |
| **New Ordinary Shares** | means the Ordinary Shares to be issued under the Share Issuance Programme (and where the context so requires or permits shall include the Ordinary Shares arising on conversion of any C Shares issued under the Share Issuance Programme) |
| **New Shares** | means New Ordinary Shares and/or C Shares available for issue under the Share Issuance Programme |
| **Non-Qualified Holder** | means any person: (i) whose ownership of Shares may cause the Company's assets to be deemed ''plan assets'' for the purposes of the Internal Revenue Code; (ii) whose ownership of Shares may cause the Company to be required to register as an ''investment company'' under the U.S. Investment Company Act (including because the holder of the shares is not a ''qualified purchaser'' as defined in the U.S. Investment Company Act); (iii) whose ownership of Shares may cause the Company to register under the U.S. Exchange Act, the U.S. Securities Act or any similar legislation; (iv) whose ownership of Shares may cause the Company to not be considered a ''foreign private issuer'' as such term is defined in rule 3b4(c) under the Exchange Act; or (v) whose ownership of Shares may cause the Company to be a ''controlled foreign corporation'' for the purposes of the Internal Revenue Code, or may cause the Company to suffer any pecuniary disadvantage (including any excise tax, penalties or liabilities under ERISA or the Internal Revenue Code) |
| **Official List** | means the official list maintained by the Financial Conduct Authority |
| **OM Fee Shares** | has the meaning given to that term in Part V of this Registration Document |
| **Operations Management Agreement** | means the agreement between the Operations Manager, the Company and UK Holdco dated 5 July 2013, as amended by a supplemental agreement dated 11 June 2014, a summary of which is set out in paragraph 8.5 of Part VII of this Registration Document |
| **Operations Management Fee** | means the operations management fee payable to the Operations Manager, pursuant to the terms of the Operations Management Agreement |
| **Operations Manager** or **RES** | means Renewable Energy Systems Limited |
| **Ordinary Shares** | means ordinary shares of no par value in the capital of the Company |

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| **Other InfraRed Funds** | means investment funds managed or advised by the Investment Manager or its affiliates |
| **Parsonage Solar Park** | means the solar PV park owned by the Parsonage SPV |
| **Parsonage SPV** | means Hazel Renewables Limited with registered number 07937663 and its registered office is at Beaufort Court, Egg Farm Lane, Off Station Road, Kings Langley, Hertfordshire, WD4 8LR |
| **PFIC** | means passive foreign investment company |
| **Placing** | means a placing of New Ordinary Shares or C Shares at the applicable Issue Price, as described in the Securities Note or any Future Securities Note |
| **Placing Agreement** | means the conditional placing agreement relating to the Share Issuance Programme made between the Company, the Investment Manager, the Operations Manager and the Joint Sponsors dated 1 December 2014, a summary of which is set out in paragraph 8.1 of Part VII of this Registration Document |
| **Portfolio** | means the Current Portfolio and any Further Investments to be acquired by the Group |
| **Portfolio Companies** | means special purpose companies which own wind farms, solar PV parks or other renewable energy assets (each a **Project Company**) or which have from time to time been established in connection with the provision of limited recourse or nonrecourse financing to one or more Project Companies (each a **Project Finance Company**) or which are intermediate holding companies between one or more Project Finance Companies and one or more Project Companies but excluding the Holding Entities |
| **Portfolio Value** | means the fair market value of the Portfolio as calculated using the Company's valuation methodology, which is set out in greater detail under ''Valuations'' and ''Net Asset Value'' in Part I of this Registration Document. The calculation of Portfolio Value takes account of any project financing held within Portfolio Companies and hence will be net of such amounts. The Portfolio Value from time to time will be that which was last published by the Company (expected to be in respect of the preceding financial period ending on 30 June or 31 December) as adjusted for any investment acquisitions, disposals or refinancings since that date |
| **Prospectus** | means the prospectus published by the Company in respect of the Share Issuance Programme comprising this Securities Note, the Registration Document and the Summary |
| **Prospectus Rules** | means the Prospectus Rules made by the Financial Conduct Authority under section 73A of FSMA |
| **Puits Castan Solar Park** | means the solar park owned by the Puits Castan SPV |
| **Puits Castan SPV** | means CEPE de Puits Castan S.A.R.L. (No. 494 993 066) whose registered office is at 330 Rue de Mourelet, ZI de Courtine, 8400 Avignon, France |
| **Registrar Agreement** | means the registrar agreement between the Company and the Registrar dated 5 July 2013, a summary of which is set out in paragraph 8.11 of Part VII of this Registration Document |
| **Registrars** | means Capita Registrars (Guernsey) Limited |
| **Registration Document** | means this document, being a registration document issued by the Company in respect of the Share Issuance Programme |
| **Regulation S** | means Regulation S under the U.S. Securities Act |
| **Regulatory Information Services** | means a regulatory information service approved by the Financial Conduct Authority and on the list of Regulatory Information Services maintained by the Financial Conduct Authority |

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| **Renewables Infrastructure Manager** or **RIM** | means the renewables infrastructure manager to the Group in respect of Portfolio Companies acquired from the RES Group pursuant to the IPO Acquisition Agreements |
| **Repowering Rights and Adjacent Development Agreement** or **RRADA** | means the agreement made between the Company and RES, a summary of which is set out in paragraph 8.9 of Part VII of this Registration Document |
| **RES Group** | means Renewable Energy Systems Limited and any of its subsidiary undertakings |
| **RIM Schedule** | means the Renewables Infrastructure Management Agreement, the terms of which are agreed by the Group with the RES Group pursuant to the relevant IPO Acquisition Agreements |
| **Roos SPV** | means Roos Energy Limited with registered number 07638113 and its registered office at Beaufort Court, Egg Farm Lane (off Station Road), Kings Langley, Hertfordshire, WD4 8LR |
| **Roos Wind Farm** | means the wind farm owned by Roos SPV |
| **Roussas-Claves SPV** | means CEPE des Claves S.A.R.L. |
| **Roussas-Claves Wind Farm** | means the wind farm owned by the Roussas-Claves SPV |
| **RPI** | means the UK retail prices index as published by the Office for National Statistics or any comparable index which may replace it for all items |
| **SEDOL** | means the Stock Exchange Daily Official List |
| **Securities Note** | means the securities note dated 1 December 2014 and published by the Company in respect of the Share Issuance Programme |
| **September 2014 Portfolio** | means the portfolio of wind farm and solar PV park assets which were held by the Group as 30 September 2014 |
| **Share** | means a share in the capital of the Company (of whatever class and including Ordinary Shares and C Shares of any class, and any Ordinary Share arising on conversion of a C Share) |
| **Share Issuance Programme** | means the proposed programme of Issues of up to 250 million New Ordinary Shares and/or C Shares (in aggregate), as described in Part II of the Securities Note |
| **Shareholder** | means a registered holder of a Share |
| **SIPP** | means self-invested personal pension |
| **SPV** | means special purpose project vehicle |
| **SSAS** | means small self-administered scheme |
| **Sterling** and **£** | means the lawful currency of the United Kingdom and any replacement currency thereto |
| **Summary** | means the summary dated 1 December 2014 issued by the Company pursuant to this Registration Document and the Securities Note and approved by the FCA |
| **Taurbeg Wind Farm** | means Taurbeg Wind Farm owned by the RES Group as further described in Part III of this Registration Document |
| **UK Corporate Governance Code** | means the Financial Reporting Council's UK Corporate Governance Code 2012 |
| **UK Holdco** | means The Renewables Infrastructure Group (UK) Limited, a wholly-owned subsidiary of the Company with registered number 08506871 and its registered office at 12 Charles II Street, London SW1Y 4QU |
| **UK Listing Authority** | means the Financial Services Authority acting in its capacity as the competent authority for listing in the UK pursuant to Part VI of FSMA |
| **uncertificated** or **in uncertificated form** | means recorded on the Company's register of members as being held in uncertificated form (that is, securities held in CREST) |

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| **United States or U.S.** | means the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia, and all other areas subject to its jurisdiction |
| **U.S. Exchange Act** | means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated pursuant to it |
| **U.S. Investment Advisers Act** | means the United States Investment Advisers Act of 1940, as amended, and the rules and regulations of the SEC promulgated pursuant to it |
| **U.S. Investment Company Act** | means the United States Investment Company Act of 1940, as amended, and the rules and regulations of the SEC promulgated pursuant to it |
| **U.S. Person** | has the meaning given to it under Regulation S |
| **U.S. Securities Act** | means the U.S. Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated pursuant to it |
| **Vendors** | means RESGEN Ltd, RES UK & Ireland Limited, EOLERES S.A. and the InfraRed Fund |

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

This Securities Note, the Registration Document and the Summary together constitute a prospectus relating to The Renewables Infrastructure Group Limited (the **Company**) (the **Prospectus**), prepared in accordance with the Prospectus Rules of the Financial Conduct Authority made pursuant to section 73A of FSMA, have been delivered to the Financial Conduct Authority and have been made available to the public in accordance with Rule 3.2 of the Prospectus Rules. The Company has given written notification to the Financial Conduct Authority that it intends to market the New Shares in accordance with Regulation 59(1) of the Alternative Investment Fund Managers Regulations 2013.

The Prospectus is being issued in connection with the issue of up to 250 million New Shares pursuant to the Share Issuance Programme. The Company may issue up to 250 million New Shares in one or more Issues throughout the period commencing on 1 December 2014 and ending on 30 November 2015 pursuant to the Share Issuance Programme.

Applications will be made to the Financial Conduct Authority for all of the New Ordinary Shares to be issued under the Share Issuance Programme to be admitted to the Official List (premium listing) and to the London Stock Exchange for all such New Ordinary Shares to be admitted to trading on the London Stock Exchange's main market for listed securities. Applications will be made to the Financial Conduct Authority for the C Shares to be issued under the Share Issuance Programme to be admitted to the Official List (standard listing) and to the London Stock Exchange for all such C Shares to be admitted to trading on the London Stock Exchange's main market for listed securities. It is expected that such admissions of the New Ordinary Shares and/or C Shares issued under the Share Issuance Programme will become effective, and that dealings in such New Ordinary Shares and/or C Shares will commence, during the period from 1 December 2014 to 30 November 2015.

The Ordinary Shares and the C Shares are not dealt on any other recognised investment exchanges and no applications for the New Ordinary Shares or the C Shares to be traded on such other exchanges have been made or are expected.

The Company and its Directors, whose names appear on page 10 of this Securities Note, accept responsibility for the information contained in the Prospectus. To the best of the knowledge of the Company and the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in the Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Prospective investors should read the entire Prospectus and, in particular, the matters set out under the heading ''Risk Factors'' on pages 3 to 5 of this Securities Note and pages 1 to 29 of the Registration Document when considering an investment in the Company.

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# The Renewables Infrastructure Group Limited

*(Incorporated in Guernsey under The Companies (Guernsey) Law, 2008 with registered number 56716)*

## Securities Note

**Share Issuance Programme of up to 250 million New Ordinary Shares and/or C Shares**
**and**
**Admission to the Official List and trading on the London Stock Exchange's main market for listed securities**
**Information relating to the prior issue of 37,292,979 Ordinary Shares**

Joint Sponsor and Joint Bookrunner
**Canaccord Genuity Limited**

Joint Sponsor and Joint Bookrunner
**Jefferies International Limited**

Investment Manager
**InfraRed Capital Partners Limited**

Operations Manager
**Renewable Energy Systems Limited**

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Canaccord Genuity Limited and Jefferies International Limited (together, the **Joint Sponsors**) each of which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, are acting exclusively for the Company and no-one else in connection with the Share Issuance Programme or the matters referred to in the Prospectus, will not regard any other person (whether or not a recipient of the Prospectus) as their respective client in relation to the Share Issuance Programme and will not be responsible to anyone other than the Company for providing the protections afforded to their respective clients or for providing advice in relation to the Share Issuance Programme or any transaction or arrangement referred to in the Prospectus. This does not exclude any responsibilities or liabilities of either of the Joint Sponsors under FSMA or the regulatory regime established thereunder.

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

States Investment Advisers Act of 1940, as amended (the **U.S. Investment Advisers Act**), and investors will not be entitled to the benefits of the U.S. Investment Company Act or the U.S. Investment Advisers Act.

Prospective investors are also notified that the Company believes that it will be classified as a passive foreign investment company (**PFIC**) for United States federal income tax purposes but does not expect to provide to US holders of New Shares the information that would be necessary in order for such persons to make qualified electing fund elections with respect to the New Shares. See further the ''Risk Factors'' on pages 3 to 5 of this Securities Note and Part III *(Taxation)* of this Securities Note.

Prospective investors should consider carefully (to the extent relevant to them) the notices to residents of various countries set out on pages 42 to 44 of this Securities Note.

This document is dated 1 December 2014.

## CONTENTS

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## EXPECTED TIMETABLE

All references to times in this Securities Note are to London times.

| | |
|---|---|
| | ***2014*** |
| Publication of this Securities Note | 1 December |
| Share Issuance Programme opens | 1 December |
| | ***2015*** |
| Share Issuance Programme closes | by 30 November |

The dates and times specified above are subject to change. Any changes to the timetable will be notified by the publication of a notice through a Regulatory Information Service.

## ISSUE STATISTICS

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

| | |
|---|---|
| Maximum number of New Ordinary Shares and/or C Shares available under the Share Issuance Programme | 250 million |
| Share Issuance Programme Price per New Ordinary Share on a non-pre-emptive Issue | Not less than the Net Asset Value (cum income) per Ordinary Share at the time plus a premium to cover the expenses of such issue |
| Share Issuance Programme Price per C Share | 100p |

## DEALING CODES

| | |
|---|---|
| ISIN of Ordinary Shares | GG00BBHX2H91 |
| SEDOL of Ordinary Shares | BBHX2H9 |
| ISIN of C Shares | GG00BSXNQD65 |
| SEDOL of C Shares | BSXNQD6 |

# RISK FACTORS

Prospective investors should note that the risks relating to the New Shares summarised in the ''Summary'' are the risks that the Board believes to be the most essential to an assessment by a prospective investor of whether to consider an investment in the New Shares. However, as the risks which the Group faces relate to events and depend on circumstances that may or may not occur in the future, prospective investors should consider not only the information on the key risks summarised in the ''Summary'' but also, among other things, the risks and uncertainties described below and in the section headed ''Risk Factors'' in the Registration Document.

The risks referred to below are the risks which are considered to be material but are not the only risks relating to the New Shares. There may be additional material risks that the Company and the Board do not currently consider to be material or of which the Company and the Board are not currently aware. Potential investors should review this Securities Note and the information contained in the Registration Document carefully and in its entirety and consult with their professional advisers before acquiring any New Shares.

**Risks relating to the New Shares**

***Company's share price performance and target returns and dividends***

Prospective investors should be aware that the periodic distributions made to Ordinary Shareholders will comprise amounts periodically received by the Company in repayment of, or being distributions on, its investment in wind farm and solar PV park projects and other investment entities, including distributions of operating receipts of investment entities. Although it is envisaged that receipts from wind farm and solar PV park projects over the life of the Company will generally be sufficient to fund such periodic distributions and repay the value of the Company's original investments in the wind farm and solar PV park projects or other investment entities over the long-term, this is based on estimates and cannot be guaranteed.

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

The Company's target dividend and future distribution growth will be affected by the Company's underlying investment portfolio. Any change or incorrect assumption in relation to the dividends or interest or other receipts receivable by the Company (including in relation to projected power prices, wind conditions, sunlight, availability and operating performance of equipment used in the operation of wind farms and solar PV parks within the Company's portfolio, ability to make distributions to Ordinary Shareholders (especially where the Group has a minority interest in a particular wind farm or solar PV park) and tax treatment of distributions to Ordinary Shareholders) may reduce the level of distributions received by Ordinary Shareholders. In addition any change in the accounting policies, practices or guidelines relevant to the Group and its investments may reduce or delay the distributions received by investors.

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

***Liquidity***

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

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

***Discount***

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

***Economic conditions***

Changes in general economic and market conditions including, for example, interest rates, rates of inflation, industry conditions, competition, political events and trends, tax laws, national and international conflicts and other factors could substantially and adversely affect the Company's prospects and thereby the performance of the New Shares.

***Currency risk***

If an investor's currency of reference is not Sterling, currency fluctuations between the investor's currency of reference and the base currency of the Company may adversely affect the value of an investment in the Company.

A material proportion of the Group's investments will be denominated in currencies other than Sterling. The Company will maintain its accounts and intends to pay distributions in Sterling. Accordingly, fluctuations in exchange rates between Sterling and the relevant local currencies and the costs of conversion and exchange control regulations will directly affect the value of the Group's investments and the ultimate rate of return realised by investors. Whilst the Company may enter into hedging arrangements to mitigate these risks to some extent, there can be no assurance that such arrangements will be entered into or that they will be sufficient to cover such risk.

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

The issue price of the New Ordinary Shares issued on a non-pre-emptive basis under the Share Issuance Programme cannot be lower than the Net Asset Value per Ordinary Share. The issue price of the New Ordinary Share will be calculated by reference to the latest published unaudited Net Asset Value per Ordinary Share (cum income). Such Net Asset Value per Ordinary Share is determined on the basis of the information available to the Company at the time and may be subject to subsequent revisions. Accordingly, there is a risk that, had such issue price been calculated by reference to information that emerged after the calculation date, it could have been greater or lesser than the issue price actually paid by the investors. If such issue price should have been less than the issue price actually paid, investors will have borne a greater premium than intended. If the issue price should have been greater than the issue price actually paid, investors will have paid less than intended and, in certain circumstances, the Net Asset Value of the existing Ordinary Shares may have been diluted.

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

The Company is seeking to issue new equity in the future pursuant to the Share Issuance Programme or otherwise. While the Articles contain pre-emption rights for Shareholders in relation to issues of shares in consideration for cash, such rights can be disapplied in certain circumstances, and will be disapplied in relation to the maximum amount of New Shares that may be issued pursuant to the Share Issuance Programme if the Disapplication Resolution is passed. Where pre-emption rights are disapplied, any additional equity financing will be dilutive to those Shareholders who cannot, or choose not to, participate in such financing.

***Forced transfer provisions***

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

or in a transaction not subject to, the registration requirements of the U.S. Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States.

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

For these purposes a Non-Qualified Holder means any person: (i) whose ownership of shares may cause the Company's assets to be deemed ''plan assets'' for the purposes of ERISA or the Internal Revenue Code; (ii) whose ownership of shares may cause the Company to be required to register as an ''investment company'' under the U.S. Investment Company Act (including because the holder of the shares is not a ''qualified purchaser'' as defined in the U.S. Investment Company Act); (iii) whose ownership of shares may cause the Company to register under the U.S. Exchange Act, the U.S. Securities Act or any similar legislation; (iv) whose ownership of shares may cause the Company to not be considered a ''foreign private issuer'' as such term is defined in rule 3b4(c) under the U.S. Exchange Act; or (v) whose ownership of shares may cause the Company to be a ''controlled foreign corporation'' for the purposes of the Internal Revenue Code, or may cause the Company to suffer any pecuniary disadvantage (including any excise tax, penalties or liabilities under ERISA or the Internal Revenue Code).

**Compensation Risk**

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

**Risks relating specifically to the C Shares**

Pending conversion of the C Shares, the portfolio of assets attributable to the C Shares (the **C Share Portfolio**) will differ from the portfolio of assets attributable to the Ordinary Shares (the **Ordinary Share Portfolio**) in terms of both performance (the assets in the portfolios will be different) and diversification (pending Conversion the C Share Portfolio will be more concentrated than the Ordinary Share Portfolio).

The C Shares do not carry the right to receive notice of, or to attend or vote at, any general meeting of the Company. Further, holders of C Shares cannot direct the Directors to redeem or repurchase any Shares or return capital or liquidate the Company. The limited voting rights of the holders of the C Shares limit their ability to have an impact on Board decisions or Company policy and may adversely affect the value of such C Shares.

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

## IMPORTANT INFORMATION

The Prospectus should be read in its entirety before making any application for New Ordinary Shares or C Shares. In assessing an investment in the Company, investors should rely only on the information in the Prospectus. No person has been authorised to give any information or make any representations other than those contained in the Prospectus and, if given or made, such information or representations must not be relied on as having been authorised by the Company, the Board, the Investment Manager, the Operations Manager or either of the Joint Sponsors and any of their respective affiliates, directors, officers, employees or agents or any other person.

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

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

Apart from the liabilities and responsibilities (if any) which may be imposed on either of the Joint Sponsors by FSMA or the regulatory regime established thereunder, neither of the Joint Sponsors makes any representation or warranty, express or implied, nor accepts any responsibility whatsoever for the contents of the Prospectus including its accuracy, completeness or verification or for any other statement made or purported to be made by it or on its behalf in connection with the Company, the Investment Manager, the Operations Manager, the New Ordinary Shares, C Shares or the Share Issuance Programme. Each of the Joint Sponsors (and their respective affiliates, directors, officers or employees) accordingly disclaims all and any liability (save for any statutory liability) whether arising in tort or contract or otherwise which it might otherwise have in respect of the Prospectus or any such statement.

Each of the Joint Sponsors and their respective affiliates may have engaged in transactions with, and provided various investment banking, financial advisory and other services for, the Company, the Investment Manager or the Operations Manager for which they would have received fees. The Joint Sponsors and their respective affiliates may provide such services to the Company, the Investment Manager, the Operations Manager or any of their respective affiliates in the future.

In connection with the Share Issuance Programme, each of the Joint Sponsors and any of their affiliates acting as an investor for its or their own account(s), may subscribe for the New Shares and, in that capacity, may retain, purchase, sell, offer to sell or otherwise deal for its 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 Share Issuance Programme or otherwise. Accordingly, references in this document to the New Shares being issued, offered, subscribed or otherwise dealt with, should be read as including any issue or offer to, or subscription or dealing by, each of the Joint Sponsors and any of their affiliates acting as an investor for its or their own account(s). Neither of the Joint Sponsors intends to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so.

**Regulatory information**

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

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

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

Prospective investors should consider carefully (to the extent relevant to them) the notices to residents of various countries set out on pages 42 to 44 of this Securities Note.

***Bailiwick of Guernsey***

The Company is a registered closed-ended investment scheme registered pursuant to The Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended, and the Registered Collective Investment Scheme Rules 2008 (the **Rules**) issued by the Guernsey Financial Services Commission (the **Commission**). The Commission, in granting registration, has not reviewed the Prospectus but has relied upon specific warranties provided by the Administrator, the Company's designated manager for the purposes of the Rules.

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

A registered collective investment scheme is not permitted to be directly offered to the public in Guernsey but may be offered to regulated entities in Guernsey or offered to the public by entities appropriately licensed under The Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended.

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

**Investment considerations**

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

Typical investors in the Company are expected to be institutional investors and professionally advised private investors. Investors may wish to consult their stockbroker, bank manager, solicitor, accountant or other independent financial adviser before making an investment in the Company.

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

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

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

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

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

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

All Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of the provisions of the Articles of Incorporation, which investors should review. A summary of the Articles of Incorporation can be found in paragraph 4 of Part V of this Securities Note and in paragraph 7 of Part VII of the Registration Document, and a copy of the Articles of Incorporation is available on the Company's website www.trig-ltd.com.

**Forward-looking statements**

The Prospectus includes statements that are, or may be deemed to be, ''forward-looking statements''.

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

All forward-looking statements address matters that involve risks and uncertainties and are not guarantees of future performance. Accordingly, there are or will be important factors that could cause the Company's actual results of operations, performance or achievement or industry results to differ materially from those indicated in these statements. These factors include, but are not limited to, those described on pages 3 to 5 of this Securities Note and the section of the Registration Document entitled ''Risk Factors'', which should be read in conjunction with the other cautionary statements that are included in the Prospectus.

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

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

These forward-looking statements apply only as of the date of this Securities Note. Subject to any obligations under the Listing Rules, the Disclosure and Transparency Rules and the Prospectus Rules, the Company undertakes no obligation publicly to update or review any forward-looking statement whether as a result of new information, future developments or otherwise. Prospective investors should specifically consider the factors identified in the Prospectus which could cause actual results to differ before making an investment decision.

Nothing in the preceding five paragraphs should be taken as limiting the working capital statement contained in paragraph 6 of Part V of this Securities Note.

**No incorporation of website**

The contents of the Company's website at www.trig-ltd.com do not form part of the Prospectus.

Investors should base their decision to invest on the contents of the Prospectus alone and should consult their professional advisers prior to making an application to subscribe for New Shares.

**Market, economic and industry data**

***Presentation of information***

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

***Currency presentation***

Unless otherwise indicated, all references in this Securities Note to ''GBP'', ''Sterling'', ''pounds sterling'', ''£'', ''pence'' or ''p'' are to the lawful currency of the UK.

**Latest Practicable Date**

Unless otherwise indicated, the latest practicable date for the inclusion of information in this Securities Note is at the close of business on 26 November 2014.

**Definitions**

A list of defined terms used in this Securities Note is set out on pages 45 to 49 of this Securities Note.

**Governing law**

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

**2014 Tap Issue and Fee Share Issues**

The Prospectus relates not only to the issue of the New Shares but also sets out information relating to the 2014 Tap Issue and the Fee Shares.

The gross issue proceeds received by the Company from the 2014 Tap Issue, comprising the issue of 36,738,423 Ordinary Shares, were approximately £38.6 million, and the aggregate expenses of the Tap Issue amounted to approximately £0.4 million. The net proceeds (being £38.2 million) were used to substantially repay sums drawn down under the Acquisition Facility.

In accordance with the Investment Management Agreement and the Operations Management Agreement, the Investment Manager and the Operations Manager were issued in aggregate 235,351 fully paid Fee Shares on 25 March 2014 and in aggregate a further 319,205 fully paid Fee Shares on 23 September 2014.

## DIRECTORS, AGENTS AND ADVISERS

| | |
|---|---|
| **Directors (all non-executive)** | Helen Mahy (Chairman)<br>Jonathan (Jon) Bridel<br>Klaus Hammer<br>Shelagh Mason<br>all of:<br>1 Le Truchot<br>St Peter Port<br>GY1 1WD<br>Guernsey |
| **Investment Manager** | **InfraRed Capital Partners Limited**<br>12 Charles II Street<br>London<br>SW1Y 4QU |
| **Operations Manager** | **Renewable Energy Systems Limited**<br>Beaufort Court<br>Egg Farm Lane<br>Kings Langley<br>Hertfordshire<br>WD4 8LR |
| **Administrator, Designated Manager and Company Secretary** | **Dexion Capital (Guernsey) Limited**<br>1 Le Truchot<br>St Peter Port<br>Guernsey<br>GY1 1WD |
| **Registrar** | **Capita Registrars (Guernsey) Limited**<br>Mont Crevelt House<br>Bulwer Avenue<br>St Sampson<br>Guernsey<br>GY2 2LH |
| **Joint Sponsor and Joint Bookrunner** | **Canaccord Genuity Limited**<br>88 Wood Street<br>London<br>EC2V 7QR |
| **Joint Sponsor and Joint Bookrunner** | **Jefferies International Limited**<br>Vintners Place<br>68 Upper Thames Street<br>London<br>EC4V 3BJ |
| **Auditors** | **Deloitte LLP**<br>Regency Court Esplanade<br>St Peter Port<br>Guernsey<br>GY1 3HW |

| | |
|---|---|
| **Reporting Accountants** | **KPMG LLP**<br>15 Canada Square<br>London<br>E14 5GL |
| **Legal advisers to the Company as to English and French Law** | **Norton Rose Fulbright LLP**<br>3 More London Riverside<br>London<br>SE1 2AQ |
| **Legal advisers to the Company as to Guernsey Law** | **Carey Olsen**<br>P.O. Box 98 Carey House<br>Les Banques<br>St Peter Port<br>Guernsey<br>GY1 4BZ |
| **Legal advisers to the Joint Sponsors and Joint Bookrunners as to English Law** | **Hogan Lovells International LLP**<br>Atlantic House<br>Holborn Viaduct<br>London<br>EC1A 2FG |
| **Principal Bankers** | **Royal Bank of Scotland International**<br>Royal Bank Place<br>1 Glategny Esplanade<br>St Peter Port<br>Guernsey<br>GY1 4BQ<br>**National Australia Bank Limited**<br>88 Wood Street<br>London<br>EC2V 7QQ |

# PART I

## INTRODUCTION TO THE SHARE ISSUANCE PROGRAMME

**Introduction**

The Company is a Guernsey incorporated, closed-ended investment company with an indefinite life, the Ordinary Shares of which have a premium listing on the Official List and are admitted to trading on the main market for listed securities of the London Stock Exchange. The Company has an independent Board of four non-executive Directors and has appointed InfraRed Capital Partners Limited to act as Investment Manager of the Group and Renewable Energy Systems Limited to act as Operations Manager. Further details of the governance and management of the Company are set out in Part IV of the Registration Document.

The Company seeks to provide investors with long-term, stable dividends, whilst preserving the capital value of its investment portfolio principally through investment in a range of operational assets which generate electricity from renewable energy sources, with a particular focus on onshore wind farms and solar PV parks. The Company is targeting an annualised dividend of 6 pence per Ordinary Share which the Board aims to increase progressively in line with inflation over the medium term.

The Company is targeting an IRR in the region of 8 to 9 per cent. (net of expenses and fees) on the IPO Issue Price to be achieved over the longer term via active management of the investment portfolio and reinvestment of excess cash flows.

Following its launch in July 2013, the Company acquired a portfolio of 18 fully operational onshore wind and solar energy generation assets in the UK, France and Ireland. Subsequently, the Company has acquired a further 11 projects, consisting of seven solar PV parks and four wind farms located in the UK using proceeds from a C share issue launched and closed in March 2014 as well as from equity tap issuance and the Company's Acquisition Facility. The Current Portfolio consists of 18 onshore wind farms and 11 solar PV parks with an aggregate generating capacity of 439 MW. The Company intends to make further renewables infrastructure investments in the UK and other Northern European countries (including markets such as France, Ireland, Germany and Scandinavia). Such investments will generally be funded through cash balances held pending investment, the Acquisition Facility and/or proceeds of equity fundraising.

**Investment performance**

As disclosed in the Company's interim results for the six months to 30 June 2014 published in August 2014, over the period from 1 January 2014 to 30 June 2014 the Net Asset Value (**NAV**) per Ordinary Share increased from 101.5 pence to 102.3 pence. In August 2014, the Company also announced an interim dividend of 3.0 pence per Ordinary Share in respect of the period from 1 January 2014 to 30 June 2014. The Company remains on course to meet its target of a dividend of 3.08 pence per Ordinary Share in respect of the six month period from 1 July 2014 to 31 December 2014. This is in line with the Company's distribution policy which includes an inflation-related increase to the dividend commencing from the current six month period. The Company is targeting a similar dividend of 3.08 pence per Ordinary Share for the six month period ending 30 June 2015 (equating to an aggregate dividend for the twelve months to 30 June 2015 of 6.16p per Ordinary Share), with the next step-up in the dividend targeted for the following six month period to 31 December 2015.

As reported in the Company's Interim Management Statement on 21 October 2014, the Company estimated a NAV per Ordinary Share as at 30 September 2014 of 100.2 pence, an increase of 0.9 pence since 30 June 2014, after adjusting for the interim dividend of 3.0 pence per Ordinary Share paid in September 2014. This increase in NAV per Ordinary Share is net of a downward adjustment in the Company's forecast for power price assumptions. The Company believes this adjustment is prudent, taking into account that a number of power forecasters have materially reduced their wholesale power price projections, based on a number of factors including a build-up of liquefied natural gas (**LNG**)) and a lower expectation for carbon prices combined with a near term reduction in demand resulting from warmer-than-usual weather conditions in Europe over the last 12 months. This adjustment has been partially offset by strong demand for income-producing infrastructure assets, including renewable energy infrastructure projects as the secondary market matures, which has resulted in a reduction in the prevailing discount rates for operating projects. The weighted average portfolio discount rate used to value the Portfolio as at 30 September 2014 was 9.1 per cent., down from 9.6 per cent. as at June 2014, resulting from a combination of lowering discount rates in the market and the addition of the ungeared solar projects to the Portfolio.

The Company's portfolio continues to operate in line with overall expectations since IPO. In the summer period, although wind in the British Isles has been substantially below expectations for the period, this has been partially offset by strong sunshine, with the Company benefitting from its diversification by energy source.

**Background to and rationale for the Issues**

Since its IPO in July 2013, the Company has achieved the following key milestones:

– invested in a diverse portfolio of 29 wholly-owned renewable energy infrastructure assets in its target markets of onshore wind and solar PV in the UK, France and the Republic of Ireland with approximately 439 MW of aggregate generating capacity – the largest among any London-listed investment company by value and generating capacity;

– raised approximately £115 million of new equity through an issue of C Shares and through several tap issues of Ordinary Shares, and has also secured a revolving acquisition facility of £80 million provided by two major banking groups which has been utilised for a number of acquisitions during 2014 (the **Acquisition Facility**);

– based on robust operating and financial performance in line with expectations, delivered its target dividend of 5.5p per share for the period from IPO to 30 June 2014 and is on target to pay a dividend of 3.08p for the six months to 31 December 2014; and

– Ordinary Shares have performed steadily in the market and have traded at a premium to NAV over the last six months.

Successful investing in the renewable energy sector will require continued discipline in the approach to acquisitions. This may include accessing larger-scale portfolios available in the market from time to time, as well as optimising financing structures and, potentially, considering entry into broader geographies and/or technologies within the scope of the Company's current investment policy.

As a result of acquisitions in November 2014 of the Earlseat Wind Farm and Taurbeg Wind Farm for aggregate consideration of approximately £46 million, a substantial portion of the Acquisition Facility is currently being utilised. In addition to this, the Company is evaluating a range of opportunities in both onshore wind and solar PV with an estimated value of over £200 million.

The Company stands to benefit from the enhanced flexibility to issue equity capital quickly and efficiently under a Share Issuance Programme. In addition to allowing the Company to pay down its Acquisition Facility, the Share Issuance Programme will be particularly effective when the Company may seek to buy larger scale portfolios available in the market from time to time, reducing funding risk as perceived by vendors and strengthening the Company's competitive position.

Accordingly the Board obtained Shareholder approval to issue up to 250 million New Shares pursuant to the Share Issuance Programme at the Extraordinary General Meeting held on 24 November 2014. The proceeds of the Share Issuance Programme, which it is proposed would be raised in tranches, would be applied to pay down balances outstanding under the Acquisition Facility and to make further investments in accordance with the Company's investment policy.

**Benefits of the Share Issuance Programme**

The Directors believe that the Share Issuance Programme will have the following benefits for the Company and Shareholders:

- it will provide the opportunity to raise additional capital that will enable the Company to benefit from the continued investment opportunities in the renewable energy markets;
- it will enable the Company to raise additional capital quickly, in order to take advantage of discrete pipeline investment opportunities;
- having a greater number of Ordinary Shares in issue (including where Ordinary Shares are issued following the conversion of C Shares) is likely to provide Shareholders with increased secondary market liquidity;
- the acquisition of additional renewable energy assets, whether through recycling debt drawn down under the Acquisition Facility or through direct investment of the net issue proceeds, will further grow and diversify the Group's portfolio;
- increasing the size of the Company will help to make the Company more attractive to a wider investor base; and

- the Company's fixed running costs will be spread across a larger equity capital base, thereby reducing the Company's ongoing expenses per Ordinary Share.

# PART II

# SHARE ISSUANCE PROGRAMME

**Introduction**

The Company intends to issue up to 250 million New Shares under the Share Issuance Programme, pursuant to one or more Issues. New Shares will be available for issue under the Share Issuance Programme from 1 December 2014 until 30 November 2015.

The Share Issuance Programme is flexible and may have a number of closing dates in order to provide the Company with the ability to issue New Ordinary Shares and/or C Shares on appropriate occasions over a period of time. The size and frequency of each Issue, and of each placing, open offer and/or offer for subscription component of the Issue as appropriate, will be determined at the sole discretion of the Directors, in consultation with the Joint Bookrunners. The Directors will also decide on the most appropriate class of Shares to issue under the Share Issuance Programme at the time of each Issue, in consultation with the Joint Bookrunners and the Investment Manager.

The net proceeds of the Share Issuance Programme are dependent on the number of New Ordinary Shares and/or C Shares issued pursuant to the Share Issuance Programme and the Issue Price of any New Ordinary Shares issued. Assuming: (i) only New Ordinary Shares are issued pursuant to the Share Issuance Programme at an Issue Price of £1.02 per New Ordinary Share (being the estimated Net Asset Value per Ordinary Share as at 30 September 2014 plus a premium of 2 per cent) and (ii) the Company issues the maximum number of New Ordinary Shares available for issue under the Share Issuance Programme, the Company would raise £255.5 million of gross proceeds from the Share Issuance Programme. After deducting expenses (including any commission) of approximately £5.1 million, the net proceeds of the Share Issuance Programme would be approximately £250.4 million.

The maximum number of New Shares available under the Share Issuance Programme should not be taken as an indication of the number of New Shares finally to be issued, which will depend on the timing and size of future acquisitions made by the Company. It is possible that the Company may undertake project level refinancing of assets in its portfolio which are currently ungeared and use the cash generated by doing so to repay the Acquisition Facility and/or to fund the acquisition of further investments rather than issuing New Shares under the Share Issuance Programme.

**The Share Issuance Programme**

The Share Issuance Programme will open on 1 December 2014 and will close on 30 November 2015 (or any earlier date on which it is fully subscribed). The maximum number of New Shares to be issued under the Share Issuance Programme is 250 million. The issue of New Shares under the Share Issuance Programme is not being underwritten.

The issue of New Shares under the Share Issuance Programme is at the discretion of the Directors. Issues may take place at any time prior to (i) the final closing date of 30 November 2015 or (ii) such earlier date as all the New Shares the subject of the Share Issuance Programme are issued.

The Share Issuance Programme will be suspended at any time when the Company is unable to issue New Shares pursuant to the Share Issuance Programme under any statutory provision or other regulation applicable to the Company or otherwise at the Directors' discretion. The Share Issuance Programme may resume when such circumstances cease to exist, subject to the final closing date of the Share Issuance Programme being no later than 30 November 2015.

Each Issue will comprise a placing of New Shares by the Joint Bookrunners and may, at the discretion of the Directors, in consultation with the Joint Bookrunners, also include a pre-emptive open offer component and/ or a non-pre-emptive offer for subscription component.

An announcement will be released through a Regulatory Information Service providing details of each Issue, including the number and class of New Shares to be allotted and the applicable Issue Price prior to the allotment of the relevant New Shares.

Applications under any Placing will be subject to the terms and conditions set out in Appendix 1 to this Securities Note.

Where an Issue includes an open offer and/or offer for subscription component, the Company will publish a new securities note (which, *inter alia*, will set out the terms and conditions of the relevant open offer and/or offer for subscription) and a new summary.

The New Ordinary Shares issued pursuant to the Share Issuance Programme will rank *pari passu* with the Ordinary Shares then in issue, save that New Ordinary Shares will not rank for any dividends or other distributions declared, made or paid on the Ordinary Shares by reference to a record date prior to the issue of such New Ordinary Shares.

The C Shares will not be entitled to any dividends payable in respect of the Ordinary Shares but on their conversion into New Ordinary Shares they will rank *pari passu* with the Ordinary Shares then in issue, save that such New Ordinary Shares will not rank for any dividends or other distributions declared, made or paid on the Ordinary Shares by reference to a record date prior to conversion of the C Shares.

*Issue Price*

All New Ordinary Shares issued pursuant to the Share Issuance Programme on a non-pre-emptive basis will be issued at a premium to the Net Asset Value per Ordinary Share at least sufficient to cover the costs and expenses of the relevant Issue. The Issue Price of any C Shares issued pursuant to the Share Issuance Programme will be £1.00 and the costs of the Issue of C Shares will be deducted from the gross proceeds of the C Share Issue.

*Use of proceeds*

The Board intends to use the net proceeds of each Issue under the Share Issuance Programme, firstly, to repay debt drawn down under the Acquisition Facility used to acquire assets in the Group's portfolio and, secondly, to finance further acquisitions of assets in accordance with the Group's investment objective and policy.

*Conditions*

Each Issue under the Share Issuance Programme will be conditional, *inter alia*, on

- Admission of the New Shares issued pursuant to the relevant Issue at such time and on such date as the Company and the Joint Bookrunners may agree prior to the closing of the relevant Issue, not being later than 30 November 2015;
- if a supplementary prospectus is required to be published in accordance with FSMA, such supplementary prospectus being approved by the FCA and published by the Company in accordance with the Prospectus Rules; and
- the Placing Agreement becoming otherwise unconditional in respect of the relevant Issue, and not being terminated in accordance with its terms or such Issue not having been suspended in accordance with the Placing Agreement, in each case before Admission of the relevant New Shares becomes effective.

If these conditions are not satisfied in respect of an Issue, the relevant Issue will not proceed.

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

*Admission, dealing arrangements and settlements*

Applications will be made to the Financial Conduct Authority and the London Stock Exchange for all the New Ordinary Shares to be issued pursuant to the Share Issuance Programme to be admitted to the premium segment of the Official List and to trading on the London Stock Exchange's main market for listed securities. Applications will be made to the Financial Conduct Authority and the London Stock Exchange for all the C Shares to be issued pursuant to the Share Issuance Programme to be admitted to the standard segment of the Official List and to trading on the London Stock Exchange's main market for listed securities. It is expected that such admissions will become effective, and that dealings in the New Ordinary Shares and/or C Shares will commence, during the period from 1 December 2014 to 30 November 2015.

The New Ordinary Shares and/or C Shares will be issued in registered form and may be held in uncertificated form. The New Ordinary Shares and/or C Shares allocated will be issued to Placees through the CREST system unless otherwise stated.

The New Ordinary Shares and C Shares will be eligible for settlement through CREST with effect from their Admission.

The Company will arrange for CREST to be instructed to credit the appropriate CREST accounts of the Placees concerned or their nominees with their respective entitlements to the New Ordinary Shares and/or C Shares.

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

Dealings in the New Ordinary Shares and/or C Shares in advance of the crediting of the relevant stock account shall be at the risk of the person concerned.

**Overseas investors**

The attention of persons resident outside the UK is drawn to the notices to investors set out on pages 42 to 44 of this Securities Note which contains restrictions on the holding of New Ordinary Shares and C Shares by such persons in certain jurisdictions.

In particular investors should note that neither the New Ordinary Shares nor the C Shares have been and will not be registered under the Securities Act or under the applicable state securities laws of the United States, and the Company has not registered, and does not intend to register, as an investment company under the U.S. Investment Company Act. Accordingly, the New Ordinary Shares and C Shares may not be offered, sold, pledged or otherwise transferred directly or indirectly in or into the United States or to, or for the account or benefit of any US Person or to, or for the account or benefit of, any US Persons.

**Money laundering**

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

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

**ISA, SSAS and SIPP**

The New Ordinary Shares and C Shares will be ''qualifying investments'' for the stocks and shares component of an ISA (subject to applicable subscription limits) provided that they have been acquired by purchase in the market (which, for these purposes, will include any New Ordinary Shares or C Shares acquired directly under any offer for subscription or open offer component of an Issue, but not any New Ordinary Shares or C Shares acquired directly under a Placing).

Save where New Ordinary Shares or C Shares are being acquired using available funds in an existing ISA, an investment in New Ordinary Shares or C Shares by means of an ISA is subject to the usual annual subscription limits applicable to new investments into an ISA (for the tax year 2014/15 an individual may invest £15,000 worth of stocks and shares in a stocks and shares ISA). The New Ordinary Shares will be permissible assets for SIPPs and SSASs.

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

**Dilution**

Existing Shareholders are not obliged to participate in any Issue under the Share Issuance Programme. However, those Shareholders who do not participate in the Share Issuance Programme will suffer a dilution to the percentage of the issued share capital that their current shareholding represents based on the actual number of the New Ordinary Shares or C Shares issued. Assuming that 250 million New Ordinary Shares are issued pursuant to the Share Issuance Programme, Shareholders will suffer a dilution of approximately 37.6 per cent. to their existing percentage holdings.

# PART III

# TAXATION

**General**

**The statements on taxation below are intended to be a general summary of certain tax consequences that may arise in relation to the Company and Shareholders. This is not a comprehensive summary of all technical aspects of the proposals and is not intended to constitute legal or tax advice to investors. Prospective investors should familiarise themselves with, and where appropriate should consult their own professional advisers on, the overall tax consequences of investing in the Company.**

**The statements relate to investors acquiring Ordinary Shares and C Shares for investment purposes only, and not for the purposes of any trade. As is the case with any investment, there can be no guarantee that the tax position or proposed tax position prevailing at the time an investment in the Company is made will endure indefinitely. The tax consequences for each investor of investing in the Company may depend upon the investor's own tax position and upon the relevant laws of any jurisdiction to which the investor is subject.**

**If you are in any doubt as to your tax position or if you are subject to tax in a jurisdiction outside the UK or Guernsey, you should consult an appropriate professional adviser without delay.**

**Guernsey taxation**

***The Company***

The Company has obtained exempt status for Guernsey tax purposes. In return for the payment of an annual fee, currently £600, a registered closed-ended collective investment scheme such as the Company is able to apply annually for exempt status for Guernsey tax purposes. The annual fee will increase to £1,200 with effect from 1 January 2015.

As an exempt company, the Company will not be considered resident in Guernsey for Guernsey income tax purposes. A company that has exempt status for Guernsey tax purposes is exempt from tax in Guernsey on both bank deposit interest and any income that does not have its source in Guernsey.

It is not anticipated that any Guernsey source income other than bank interest will arise in Guernsey and therefore the Company is not expected to incur any additional liability to Guernsey tax.

In the absence of exempt status, the Company would be treated as resident in Guernsey for Guernsey tax purposes and would be subject to the standard company rate of tax, currently zero per cent. Guernsey currently does not levy taxes upon capital inheritances, capital gains gifts, sales or turnover (unless the varying of investments and the turning of such investments to account is a business or part of a business), nor are there any estate duties (save for registration fees and *ad valorem* duty for a Guernsey Grant of Representation where the deceased dies leaving assets in Guernsey which require presentation of such a Grant).

No stamp duty or other taxes are chargeable in Guernsey on the issue, transfer, disposal, conversion or redemption of Shares.

***Shareholders***

Shareholders not resident in Guernsey for tax purposes will not be subject to income tax in Guernsey and will receive dividends without deduction of Guernsey income tax. Any Shareholders who are resident for tax purposes in the Islands of Guernsey, Alderney or Herm will be subject to income tax in Guernsey on any dividends paid on Shares owned by them but will suffer no deduction of tax by the Company from any such dividends payable by the Company where the Company is granted exempt status.

The Company is required to provide the Director of Income Tax in Guernsey with such particulars relating to any distribution paid to Guernsey resident Shareholders as the Director of Income Tax may require, including the names and addresses of the Guernsey resident Shareholders, the gross amount of any distribution paid and the date of the payment. Shareholders resident in Guernsey should note that where income is not distributed but is accumulated, then a tax charge will not arise until the holding is disposed of. On disposal the element of the proceeds relating to the accumulated income will have to be determined.

The Director of Income Tax can require the Company to provide the name and address of every Guernsey resident who, on a specified date, has a beneficial interest in Shares in the Company, with details of the interest.

Shareholders are not subject to tax in Guernsey as a result of purchasing, owning or disposing of Shares or either participating or choosing not to participate in a redemption of Shares.

***EU Savings Directive in Guernsey***

Guernsey has introduced measures that are the same as the EC Directive 2003/48) (the **EU Savings Tax Directive**). The Company will not, under the existing regime, be regarded as an undertaking for collective investment established in Guernsey that is equivalent to an undertaking for collective investment in transferable securities authorised in accordance with the UCITS Directive for the purposes of the application in Guernsey of the bilateral agreements on the taxation of savings income entered into by Guernsey with EU Member States. Consequently, in accordance with current States of Guernsey guidance on the application of the bilateral agreements, where the Company's paying agent (as defined for these purposes) is located in Guernsey, the paying agent would not be required to exchange information regarding, distributions made by the Company and/or the proceeds of the sale, refund, or redemption of shares in the Company. Amendments to the EU Savings Tax Directive could potentially lead to Guernsey introducing equivalent amending measures. This could lead to changes that may affect the Company and investors in the Company.

***FATCA US-Guernsey Intergovernmental Agreement***

On 13 December 2013 the Chief Minister of Guernsey signed an intergovernmental agreement with the U.S. (the **U.S.-Guernsey IGA**) regarding the implementation of FATCA, under which certain disclosure requirements will be imposed in respect of certain investors in the Company who are, or being entities are controlled by one or more, residents or citizens of the US. The U.S.-Guernsey IGA will be implemented through Guernsey's domestic legislation, in accordance with guidance which is currently published in draft form. Accordingly, the full impact of the U.S.-Guernsey IGA on the Company and the Company's reporting responsibilities pursuant to the U.S.-Guernsey IGA as implemented in Guernsey is currently uncertain.

***UK-Guernsey Intergovernmental Agreement***

On 22 October 2013, the Chief Minister of Guernsey signed an intergovernmental agreement with the UK (**UK-Guernsey IGA**) under which certain disclosure requirements will be imposed in respect of certain investors in the Company who are residents of the UK or in the case of entities, are controlled by one or more residents of the UK. The UK-Guernsey IGA is implemented through Guernsey's domestic legislation, in accordance with guidance which is currently published in draft form. Accordingly, the full impact of the UK-Guernsey IGA on the Company and its reporting responsibilities pursuant to the UK-Guernsey IGA is currently uncertain.

***Multilateral Competent Authority Agreement for Automatic Exchange Of Taxpayer Information***

On 13 February 2014, the Organization for Economic Co-operation and Development released the Common Reporting Standard (**CRS**) designed to create a global standard for the automatic exchange of financial account information, similar to the information to be reported under FATCA. On 29 October 2014, fifty-one jurisdictions signed the multilateral competent authority agreement (**Multilateral Agreement**) that activates this automatic exchange of FATCA-like information in line with the CRS. Pursuant to the Multilateral Agreement, certain disclosure requirements will be imposed in respect of certain investors in the Company who are, or are entities that are controlled by one or more, residents of any of the signatory jurisdictions. Both Guernsey and the UK have signed up to the Multilateral Agreement, but the United States has not signed the Multilateral Agreement.

Early adopters who signed the Multilateral Agreement (including Guernsey) have pledged to work towards the first information exchanges taking place by September 2017. Others are expected to follow with information exchange starting in 2018. Guidance and domestic legislation regarding the implementation of the CRS and the Multilateral Agreement in Guernsey are yet to be published in finalised form. Accordingly, the full impact of the CRS and the Multilateral Agreement on the Company and the Company's reporting responsibilities pursuant to the Multilateral Agreement as it will be implemented in Guernsey is currently uncertain.

**United Kingdom taxation**

**The following paragraphs are intended only as a general guide and are based on current legislation and HM Revenue & Customs (HMRC) published practice, which is subject to change at any time (possibly with retrospective effect). They are of a general nature and do not constitute tax advice and apply only to Shareholders who are resident in the UK, who are the absolute beneficial owners of their New**

**Shares and who hold such Shares as an investment. They do not address the position of certain classes of Shareholders such as dealers in securities, insurance companies or collective investment schemes.**

**If you are in any doubt as to your tax position or if you are subject to tax in a jurisdiction outside the UK or Guernsey, you should consult an appropriate professional adviser without delay.**

***The Company***

The Directors intend that the affairs of the Company should be managed and conducted so that it does not become resident in the UK for UK taxation purposes. Accordingly, and provided that the Company does not carry on a trade in the UK through a permanent establishment, the Company will not be subject to UK income tax or corporation tax on its profits other than on any UK source income.

Certain interest and other income received by the Company which has a UK source may be subject to withholding taxes in the UK.

***Shareholders***

Shareholders who are resident in the UK for taxation purposes may, depending on their circumstances, be liable to UK income tax or corporation tax in respect of dividends paid by the Company.

UK resident individual Shareholders who are additional rate taxpayers will be liable to income tax at 37.5 per cent, higher rate taxpayers will be liable to income tax at 32.5 per cent and other individual taxpayers will be liable to income tax at 10 per cent. A tax credit equal to 10 per cent of the gross dividend (also equal to one-ninth of the cash dividend received) should be available to set off against a Shareholder's total income tax liability. The effect of the tax credit is that a basic rate taxpayer will have no further tax to pay, a higher rate taxpayer will have to account for additional tax equal to 22.5 per cent of the gross dividend (which also equals 25 per cent of the net dividend received) and an additional rate taxpayer will have to account for additional tax equal to 27.5 per cent of the gross dividend (or 30.56 per cent of the net dividend received). The tax credit will not be available to any individual who owns (together with connected persons) 10 per cent or more of the class of issued share capital of the Company in respect of which the dividend is made.

There will be no repayment of all or part of the tax credit to an individual Shareholder whose liability to income tax on all or part of the gross dividend is less than the amount of the tax credit. This will include a Shareholder who holds Shares through an ISA.

A UK resident corporate Shareholder will be liable to UK corporation tax (currently 21 per cent but due to reduce to 20 per cent in April 2015) unless the dividend falls within one of the exempt classes set out in Part 9A of the Corporation Tax Act 2009. It is likely that dividends will fall within one of such exempt classes but Shareholders within the charge to UK corporation tax are advised to consult their independent professional tax advisers to determine whether dividends received will be subject to UK corporation tax.

*Chargeable gains*

*C Shares*

The issue of any C Shares pursuant to the Share Issuance Programme will not constitute a reorganisation of the share capital of the Company for the purposes of the UK taxation of chargeable gains and, accordingly, any C Shares so acquired will be treated as acquired as part of a separate acquisition of C Shares.

The subsequent conversion of C Shares into Ordinary Shares would constitute a reorganisation of the Company's share capital and would not, therefore, result in any disposal by the Shareholders of the C Shares for the purposes of UK tax on chargeable gains. Instead, the Ordinary Shares would be regarded as the same asset as the C Shares, acquired on the same date and for the same consideration as such C Shares were deemed to be acquired. The base cost of the C Shares will be divided between the Ordinary Shares in proportion to the respective market values of those shares.

*General*

Any gains on disposals by UK resident Shareholders or Shareholders who carry on a trade in the UK through a permanent establishment with which their investment in the Company is connected may, depending on their circumstances, give rise to a liability to UK tax on capital gains.

UK resident Shareholders who are individuals (or otherwise not within the charge to UK corporation tax) and who are basic rate taxpayers are currently subject to tax on their chargeable gains at a flat rate of 18 per cent. Individuals who are higher or additional rate taxpayers are currently subject to tax on their chargeable gains at a flat rate of 28 per cent. No indexation allowance will be available to such

Shareholders but they may be entitled to an annual exemption from capital gains (this is £11,000 for the tax year 2014/2015).

Shareholders who are individuals and who are temporarily non-resident in the UK may, under anti-avoidance legislation, still be liable to UK tax on any capital gain realised (subject to any available exemption or relief).

Shareholders within the charge to UK corporation tax may be subject to corporation tax on chargeable gains in respect of any gain arising on a disposal of C Shares or New Ordinary Shares. Indexation allowance may apply to reduce any chargeable gain arising on disposal of the Shares but will not create or increase an allowable loss.

The Directors have been advised that the Company should not be an offshore fund for the purposes of UK taxation and the provisions of Part 8 of the Taxation (International and Other Provisions) Act 2010 should not apply.

***Other UK tax considerations***

The attention of UK resident Shareholders is drawn to the provisions of section 13 of the Taxation of Chargeable Gains Act 1992 under which, in certain circumstances, a portion of capital gains made by the Company can be attributed to a Shareholder who holds, alone or together with associated persons, more than 25 per cent of the Ordinary Shares. This applies if the Company would be a close company for the purposes of UK taxation if it was resident in the UK. It is not anticipated that the Company would be regarded as a close company if it were resident in the UK although this cannot be guaranteed.

The attention of individuals resident in the UK for taxation purposes is drawn to the provisions of sections 714 to 751 of the Income Tax Act 2007. These sections contain anti-avoidance legislation dealing with the transfer of assets to overseas persons in circumstances which may render such individuals liable to taxation in respect of undistributed profits of the Company.

The attention of companies resident in the UK is drawn to the controlled foreign companies legislation contained in Part 9A of the Taxation (International and Other Provisions) Act 2010. Broadly, a charge may arise to UK tax resident companies if the Company is controlled directly or indirectly by persons who are resident in the UK, it has profits which are attributable to its significant people functions and one of the exemptions does not apply.

***Stamp duty and stamp duty reserve tax (SDRT)***

The following comments are intended as a guide to the general UK stamp duty and SDRT position and do not relate to persons such as market makers, brokers, dealers, intermediaries and persons connected with depository arrangements or clearance services to whom special rules apply.

No UK stamp duty or SDRT will be payable on the issue of the C Shares or of New Ordinary Shares.

UK stamp duty (at the rate of 0.5 per cent, rounded up where necessary to the next £5, of the amount of the value of the consideration for the transfer) is payable on any instrument of transfer of C Shares or New Ordinary Shares executed within, or in certain cases brought into, the UK.

Provided that C Shares or New Ordinary Shares are not registered in any register of the Company kept in the UK and are not paired with shares issued by a UK company, any agreement to transfer Shares should not be subject to SDRT. The Company does not intend to maintain a share register in the UK.

***ISAs, SSASs and SIPP***

The New Ordinary Shares and C Shares will be ''qualifying investments'' for the stocks and shares component of an ISA (subject to applicable subscription limits) provided that they have been acquired by purchase in the market (which, for these purposes, will include any New Ordinary Shares or C Shares acquired directly under any offer for subscription or open offer component of an Issue, but not any New Ordinary Shares or C Shares acquired directly under a Placing).

Save where New Ordinary Shares or C Shares are being acquired using available funds in an existing ISA, an investment in New Ordinary Shares or C Shares by means of an ISA is subject to the usual annual subscription limits applicable to new investments into an ISA (for the tax year 2014/15 an individual may invest £15,000 worth of stocks and shares in a stocks and shares ISA). The New Ordinary Shares will be permissible assets for SIPPs and SSASs.

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

***UK Holdco***

UK Holdco will be liable to UK corporation tax on its income, although dividend income may be exempt from tax. Income arising from overseas investments may be subject to foreign withholding taxes at varying rates, but double taxation relief may be available. UK Holdco will also be liable to UK corporation tax on chargeable gains, however in certain cases these may be exempt under the Substantial Shareholding Exemption subject to meeting the relevant qualifying criteria.

To the extent that UK Holdco has a surplus of deductible expenses over its taxable income, it may be able to surrender all or part of such surplus, to UK resident companies in which it invests, by way of group relief (or consortium relief in the event that the shareholding is less than 75 per cent). Deductible expenses will include any fees payable by UK Holdco to the Investment Manager under the Investment Management Agreement or to the Operations Manager under the Operations Management Agreement.

A significant proportion of UK Holdco's expenses each period are expected to be financing costs associated with debt funding. Tax relief for these expenses could be restricted as a consequence of the Worldwide Debt Cap provisions.

***Scrip dividends***

A scrip dividend is a scrip issue of new shares made in lieu of a cash dividend. Shareholders can choose whether to receive a cash dividend or the equivalent dividend in shares. The shares issued under a scrip dividend arrangement have an equivalent cash value to the cash dividend.

A UK resident corporate Shareholder will not be liable to UK corporation tax where it elects to receive new shares instead of a cash dividend. For the purposes of computing any future liability to UK corporation tax on chargeable gains, no consideration will be treated as having been paid for the new shares. The new shares will be added to the corporate Shareholder's existing holding of shares in the Company and treated as though they had been acquired when the corporate Shareholder's existing holding was acquired.

Where a UK resident individual Shareholder accepts new shares from the Company in place of a cash dividend, the individual will not be liable to UK income tax in this respect. For capital gains tax purposes, where the election to receive new shares instead of a cash dividend is made then no consideration will be treated as having been paid for the new shares and the new shares are treated, along with the original shareholding, as the same asset acquired at the same time as the existing holding of shares in the Company (as is the case for a UK resident corporate Shareholder). UK resident individual Shareholders may be subject to UK capital gains tax in respect of chargeable gains arising on a subsequent disposal depending on their individual circumstances.

No stamp duty or stamp duty reserve tax is payable on the issue of new Shares in these circumstances.

**United States taxation**

***Passive Foreign Investment Company Considerations***

The Company is a PFIC for US federal income tax purposes. The Company's status as a PFIC will subject US Holders to adverse US federal income tax consequences.

As used herein, a US Holder is a beneficial owner of C Shares that is, for US federal income tax purposes, (i) a citizen or resident of the United States, (ii) a corporation created or organised under the laws of the United States or any State thereof, (iii) an estate the income of which is subject to United States federal income tax without regard to its source or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more US Holders have the authority to control all substantial decisions of the trust, or the trust has elected to be treated as a domestic trust for US federal income tax purposes (**US Holder**). The US federal income tax treatment of a partner in a partnership that holds C Shares will depend on the status of the partner and the activities of the partnership. Prospective purchasers that are partnerships should consult their tax advisers concerning the US federal income tax consequences to their partners of the acquisition, ownership and disposition of C Shares (and the Ordinary Shares into which they will convert) by the partnership. The summary is based on the tax laws of the United States, including the Internal Revenue Code, its legislative history, existing and proposed regulations thereunder, published rulings and court decisions, all as currently in effect and all subject to change at any time, possibly with retroactive effect.

Under the PFIC regime, a US Holder will generally be subject to special rules with respect to (i) any excess distribution (generally, any distributions received by the US Holder on the C Shares (or the Ordinary Shares into which they will convert) in a taxable year that are greater than 125 per cent of the average annual distributions received by the US Holder in the three preceding taxable years or, if shorter, the US

Holder's holding period for the Shares), and (ii) any gain realised on the sale or other disposition of C Shares (or the Ordinary Shares into which they will convert). Under these rules (a) the excess distribution or gain will be allocated rateably over the US Holder's holding period, (b) the amount allocated to the current taxable year and any taxable year prior to the first taxable year in which the Company is a PFIC will be taxed as ordinary income, and (c) the amount allocated to each of the other taxable years will be subject to tax at the highest rate of tax in effect for the applicable class of taxpayer for that year and an interest charge for the deemed deferral benefit will be imposed with respect to the resulting tax attributable to each such other taxable year. A US Holder will be subject to similar rules with respect to distributions to the Company by, and dispositions by the Company of, investments that are treated as equity interests in other PFICs. Although the treatment of a Primary Target Investment as an equity interest in a PFIC depends (among other things) on the terms of the particular investment, there is a significant likelihood that any Primary Target Investments acquired by the Company will be treated as equity interests in a PFIC for US federal income tax purposes.

US Holders can avoid some of the adverse tax consequences described above by making a mark to market election with respect to the C Shares (or the Ordinary Shares into which they will convert), provided that the C Shares (or the Ordinary Shares into which they will convert) are marketable. The C Shares (or the Ordinary Shares into which they will convert) will be marketable if they are regularly traded. The C Shares (or the Ordinary Shares into which they will convert) will be considered regularly traded during any calendar year during which they are traded, other than in de minimis quantities, on at least 15 days during each calendar quarter. Any trades that have as their principal purpose meeting this requirement will be disregarded. There can be no assurance that trading volumes will be sufficient to permit a mark to market election. In addition, because a mark to mark election with respect to the Company does not apply to any equity interests in lower-tier PFICs the Company owns, a US Holder generally will continue to be subject to the PFIC rules with respect to its indirect interest in any investments held by the Company that are treated as equity interests in a PFIC for US federal income tax purposes. US Holders should consult their tax advisers regarding the availability and desirability of a mark to market election.

A US Holder that makes a mark to market election must include in ordinary income for each year an amount equal to the excess, if any, of the fair market value of the C Shares (or the Ordinary Shares into which they will convert) at the close of the taxable year over the US Holder's adjusted basis in such Shares. An electing holder may also claim an ordinary loss deduction for the excess, if any, of the US Holder's adjusted basis in the C Shares (or the Ordinary Shares into which they will convert) over the fair market value of such Shares at the close of the taxable year, but this deduction is allowable only to the extent of any net mark to market gains for prior years. Gains from an actual sale or other disposition of the C Shares (or the Ordinary Shares into which they will convert) will be treated as ordinary income, and any losses incurred on a sale or other disposition of the C Shares (or the Ordinary Shares into which they will convert) will be treated as an ordinary loss to the extent of any net mark to market gains for prior years. Once made, the election cannot be revoked without the consent of the IRS unless the C Shares (or the Ordinary Shares into which they will convert) cease to be marketable. If the Company is a PFIC for any year in which the US Holder owns C Shares (or the Ordinary Shares into which they will convert) but before a mark to market election is made, the interest charge rules described above will apply to any mark to market gain recognised in the year the election is made.

In some cases, a shareholder of a PFIC can avoid the interest charge and the other adverse PFIC consequences described above by making a QEF election to be taxed currently on its share of the PFIC's undistributed income. The Company does not, however, expect to provide to US Holders the information regarding this income that would be necessary in order for a US Holder to make a QEF election with respect to its C Shares or Ordinary Shares.

A US Holder must make an annual return on IRS Form 8621, reporting distributions received and gains realised with respect to each PFIC in which it holds a direct or indirect interest. Prospective investors should consult their tax advisers regarding the potential application of the PFIC regime.

## PART IV

## TERMS OF THE C SHARES AND THE CONVERSION RATIO

**General**

1.1 An issue of C Shares is designed to overcome the potential disadvantages for both existing and new investors which could arise out of a conventional fixed price issue of further Ordinary Shares of an existing issued class for cash. In particular:

(a) the net asset value of the Existing Ordinary Shares will not be diluted by the expenses associated with the Issue which will be borne by the subscribers for C Shares and not by Existing Shareholders; and

(b) the basis upon which the C Shares will convert into Ordinary Shares is such that the number of Ordinary Shares to which C Shareholders will become entitled will reflect the relative investment performance and value of the pool of new capital attributable to the C Shares raised pursuant to the Issue up to the Calculation Time as compared to the assets attributable to the Existing Ordinary Shares at that time and, as a result, neither the Net Asset Value attributable to the Existing Ordinary Shares nor the Net Asset Value attributable to the C Shares will be adversely affected by Conversion.

The C Shares will convert into Ordinary Shares on the basis of the Conversion Ratio which will be calculated on an investment basis when at least 80 per cent. of the assets attributable to the C Shares have been invested (as fully described in paragraph 4 below) and in any event by no later than close of business on the Business Day falling at the end of such period after Admission of the relevant class of C Shares or on such specific date, in each case, as shall be determined by the Directors for that particular class of C Shares and as shall be stated in the terms of issue of the relevant C Share. Once the Conversion Ratio has been calculated, the C Shares will convert into Ordinary Shares on the basis set out below.

**Example of conversion mechanism**

2.1 The following example illustrates the basis on which the number of Ordinary Shares arising on Conversion will be calculated. The example is unaudited and is not intended to be a forecast of the number of Ordinary Shares which will arise on Conversion, nor a forecast of the level of income which may accrue to Ordinary Shares in the future. The Conversion Ratio at the Calculation Time will be calculated by reference to the Net Asset Values of the Ordinary Shares and the C Shares at the Calculation Time and may not be the same as the illustrative Net Asset Values set out below.

2.2 The example illustrates the number of Ordinary Shares which would arise on the conversion of 1,000 C Shares held at Conversion using assumed NAVs attributable to the C Shares and the Ordinary Shares in issue at the Calculation Time. The assumed NAV attributable to a C Share at the Calculation Time is based on the assumption that 100 million C Shares are issued and that the costs of the Issue of such C Shares amount to £2 million. The assumed NAV attributable to each Ordinary Share is 100.2 pence, being the NAV as at the close of business on 30 September 2014

*Example*

| | |
|---|---|
| Number of C Shares subscribed | 1,000 |
| Amount subscribed (£) | 1,000 |
| Net Asset Value attributable to a C Share at the Calculation time (p) | 98 |
| Net Asset Value attributable to an Ordinary Share at the Calculation Time (p) | 100.2 |
| Conversion Ratio | 0.9780 |
| New Ordinary Shares arising in Conversion | 978 |

**Terms of the C Shares**

The rights and restrictions attaching to the C Shares are set out in the Articles. The relevant provisions are as set out below.

**Definitions**

The following definitions apply for the purposes of this Part IV in addition to, or (where applicable) in substitution for, the definitions applicable elsewhere in this Securities Note.

**C Shares** means the redeemable convertible shares of no par value in the capital of the Company issued and designated as C Shares of such class, denominated in such currency, and convertible into New Ordinary Shares and having the rights described in the Articles;

**C Share Surplus** in relation to any class of C Shares means the net assets of the Company attributable to the C Shares in that class, being the assets attributable to the C Shares in that class (including for the avoidance of doubt, any income and/or revenue (net of expenses) arising from or relating to such assets) less such proportion of the Company's liabilities as the Directors shall reasonably allocate to the assets of the Company attributable to such C Shares;

**Calculation Time** in relation to the class of C Shares the earliest of:

(a) the close of business on the date determined by the Directors that at least 80 per cent of the assets attributable to that class of C Shares have been invested (as defined below) in accordance with the Company's investment policy;

(b) the close of business on the last Business Day prior to the day on which Force Majeure Circumstances have arisen or the Directors resolve that such circumstances are in contemplation;

(c) the close of business on such date as the Directors may determine to enable the Company to comply with its obligations in respect of Conversion; and

(d) the close of business on the Business Day falling at the end of such period after Admission of the relevant class of C Shares or on such specific date, in each case, as shall be determined by the Directors for that particular class of C Shares and as shall be stated in the terms of issue of the relevant C Share;

**Conversion** means in relation to any class of C Shares, the subdivision and conversion of that class of C Shares into New Ordinary Shares in accordance with the Articles and paragraph 12 below;

**Conversion Ratio** is 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 of:

(a) the value of the investments of the Company attributable to the C Shares of the relevant class (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are to be valued in accordance with (b) below) which are listed or dealt in on a stock exchange or on a similar market:

(i) calculated in the case of investments of the Company which are listed on the London Stock Exchange according to the prices issued by the London Stock Exchange as at the Calculation Time, being the closing middle market prices for all investments other than the FTSE 100 constituents and FTSE 100 reserve list constituents for which the last trade prices shall be used. If any such investments are traded under the London Stock Exchange Daily Electronic Trading Service (''SETS'') and the latest recorded prices at which such investments have been traded as shown in the London Stock Exchange Daily Official List differ materially from the bid and offer prices of the investments quoted on SETS as at the Calculation Time, the value of such investments shall be adjusted to reflect the fair realisable value as determined by the Directors. Investments of the Company which are listed, quoted or dealt in on any other recognised stock exchange shall be valued by reference to the closing middle market prices on the principal stock exchange or market where the relevant investment is listed, quoted or dealt in as at the Calculation Time, as shown by the relevant exchange's or market's recognised method of publication of prices for such investments. Debt related securities (including Government stocks) shall be valued by reference to the closing middle market price, subject to any adjustment to exclude any accrual of interest which may be included in the quoted price, as at the Calculation Time; or

(ii) where such published prices are not available, calculated by reference to the Directors' belief as to a fair current trading price at the Calculation Time for those investments, after taking account of any other price publication services reasonably available to the Directors;

(b) the value of all other investments of the Company attributable to the C Shares of the relevant class at their respective acquisition costs or at such other value as the Directors may, in their discretion, determine to be appropriate, subject to such adjustments as the Directors may deem appropriate to be made for any variations in the value of such investments between the date of acquisition and the Calculation Time; and

(c) the amount which, in the Directors' opinion, fairly reflects, at the Calculation Time, the value of the current assets of the Company attributable to the C Shares of the relevant class (including cash and deposits with or balances at bank and including any accrued income and other items of a revenue nature less accrued expenses);

**D** is the amount which (to the extent not otherwise deducted in the calculation of ''C'') in the Directors' opinion fairly reflects the amount of the liabilities attributable to the C Shares of the relevant class at the Calculation Time;

**E** is the number of C Shares of the relevant class in issue at the Calculation Time;

**F** is the aggregate of:

(a) the value of all the investments of the Company (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are to be valued in accordance with (b) below), other than investments attributable to the C Shares (of whatever class) in issue at the Calculation Time, which are listed or dealt in on a stock exchange or on a similar market:

(i) calculated in the case of investments of the Company which are listed on the London Stock Exchange according to the prices issued by the London Stock Exchange as at the Calculation Time, being the closing middle market prices for all investments other than the FTSE 100 constituents and FTSE 100 reserve list constituents for which the last trade prices shall be used. If any such investments are traded under SETS and the latest recorded prices at which such investments have been traded as shown in the London Stock Exchange Daily Official List differ materially from the bid and offer prices of the investments quoted on SETS as at the Calculation Time, the value of such investments shall be adjusted to reflect the fair realisable value as determined by the Directors. Investments of the Company which are listed, quoted or dealt in on any other recognised stock exchange shall be valued by reference to the closing middle market prices on the principal stock exchange or market where the relevant investment is listed, quoted or dealt in as at the Calculation Time, as shown by the relevant exchange's or market's recognised method of publication of prices for such investments. Debt related securities (including Government stocks) shall be valued by reference to the closing middle market price, subject to any adjustment to exclude any accrual of interest which may be included in the quoted price, as at the Calculation Time; or

(ii) where such published prices are not available, calculated by reference to the Directors' belief as to a fair current trading price for those investments, after taking account of any other price publication services reasonably available to the Directors;

(b) the value of all other investments of the Company, other than investments attributable to the C Shares (of whatever class) in issue at the Calculation Time at their respective acquisition costs, subject to such adjustments as the Directors may deem appropriate to be made for any variations in the value of such investments between the date of acquisition and the Calculation Time; and

(c) the amount which, in the Directors' opinion, fairly reflects at the Calculation Time, the value of the current assets of the Company (including cash and deposits with or balances at bank and including any accrued income or other items of a revenue nature less accrued expenses), other than such assets attributable to the C Shares (of whatever class) in issue at the Calculation Time;

**G** is the amount which (to the extent not otherwise deducted in the calculation of ''F'') in the Directors' opinion fairly reflects the amount of the liabilities and expenses of the Company at the Calculation Time (including, for the avoidance of doubt, the full amount of all dividends declared but not paid) less the amount of ''D''; and

**H** is the number of Ordinary Shares in issue at the Calculation Time;

**Conversion Time** means a time which falls after the Calculation Time and is the time at which the admission of the New Ordinary Shares to the Official List becomes effective and which is the earlier of:

(a) the opening of business on such Business Day as is selected by the Directors provided that such day shall not be more than 20 Business Days after the Calculation Time; or

(b) such earlier date as the Directors may resolve should Force Majeure Circumstances have arisen or the Directors resolve that such circumstances are in contemplation;

**Force Majeure Circumstances** means in relation to any class of C Shares any political and/or economic circumstances and/or actual or anticipated changes in fiscal or other legislation which, in the reasonable opinion of the Directors, renders Conversion necessary or desirable notwithstanding that less than 80 per cent of the assets attributable to the relevant class of C Shares are invested (as defined below) in accordance with the Company's investment policy;

**Independent Accountants** means KPMG LLP or such other firm of chartered accountants as the Directors may appoint for the purpose;

**Issue Date** means in relation to any class of C Shares, the date on which admission of such C Shares to the Official List becomes effective or, if later, the date on which the Company receives the net proceeds of the issue of such C Shares;

**Law** means the Companies (Guernsey) Law 2008, as amended, extended or replaced and any ordinance, statutory instrument or regulation made thereunder;

**Member** means a registered holder of a share in the Company and any person entitled thereto on death, disability or insolvency of a Member;

**New Ordinary Shares** means the Ordinary Shares arising on the conversion of the C Shares of the relevant class; and Share Surplus means the net assets of the Company less the C Share Surplus.

For the purposes of paragraph (a) of the definition of Calculation Time and the definition of Force Majeure Circumstances, in relation to any class of C Shares, the assets attributable to the C Shares of that class shall be treated as having been invested if they have been expended by or on behalf of the Company in the acquisition or making of an investment (whether by subscription or purchase of debt or equity, and including, for the avoidance of doubt, any transfer of such assets by the Company to a subsidiary or to a third party for the purpose of acquisition or investment) or in the repayment of all or part of an outstanding loan of any member of the Group or if an obligation to make such payment has arisen or crystallised (in each case unconditionally or subject only to the satisfaction of normal pre-issue conditions) in relation to which the consideration amount has been determined or is capable of being determined by operation of an agreed contractual mechanic.

**Issues of C Shares**

5.1 Subject to the Law, the Directors shall be authorised to issue C Shares in classes on such terms as they determine provided that such terms are consistent with the provisions summarised in this paragraph (a). The Directors shall, on the issue of each class of C Shares, determine the Calculation Time and Conversion Time together with any amendments to the definition of Conversion Ratio attributable to each such class.

5.2 Each class of C Shares, if in issue at the same time, shall be deemed to be a separate class of shares. The Directors may, if they so decide, designate each class of C Shares in such manner as they see fit in order that each class of C Shares can be identified.

**Dividend and *pari passu* ranking of C Shares and New Ordinary Shares**

6.1 The holders of C Share(s) of any class shall be entitled to receive, and participate in, any dividends declared only insofar as such dividend is attributed, at the sole discretion of the Directors, to the C Share Surplus of that class.

6.2 If any dividend is declared after the issue of any class of C Shares and prior to the Conversion of that class, the holders of Ordinary Shares shall be entitled to receive and participate in such dividend only insofar as such dividend is not attributed, at the sole discretion of the Directors, to the C Share Surplus of the relevant class of C Shares.

6.3 Subject as provided in the following sentence the New Ordinary Shares shall rank in full for all dividends and other distributions declared, made or paid after the Conversion Time and otherwise *pari passu* with Ordinary Shares in issue at the Conversion Time. For the avoidance of doubt, New Ordinary Shares shall not be entitled to any dividends or distributions which are declared prior to the Conversion Time but made or paid after the Conversion Time.

**Rights as to capital**

7.1 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) the Share Surplus shall be divided amongst the holders of Ordinary Shares according to the rights attaching thereto as if the Share Surplus comprised the assets of the Company available for distribution; and

(b) the C Share Surplus shall be divided amongst the holders of C Shares *pro rata* according to their holdings of C Shares.

**Voting and transfer**

The C Shares shall not carry the right to receive notice of, or to attend or vote at, any general meeting of the Company. The C Shares shall be transferable in the same manner as the Ordinary Shares.

**Redemption**

9.1 The C Shares are issued on terms that each class of C Shares shall be redeemable by the Company in accordance with the terms set out in the Articles.

9.2 At any time prior to Conversion, the Company may, at its discretion, redeem all or any of the C Shares then in issue by agreement with any holder(s) thereof in accordance with such procedures as the Directors may determine (subject to the facilities and procedures of CREST) and in consideration of the payment of such redemption price as may be agreed between the Company and the relevant holders of C Shares.

**Class consents and variation of rights**

Without prejudice to the generality of the Articles, until Conversion the consent of the holders of the C Shares as a class shall be required for, and accordingly, the special rights attached to the C Shares shall be deemed to be varied, *inter alia*, by:

(a) any alteration to the memorandum of incorporation of the Company or the Articles; or

(b) the passing of any resolution to wind up the Company; or

(c) the selection of any accounting reference date other than 31 December.

**Undertakings**

11.1 Until Conversion, and without prejudice to its obligations under the Law, the Company shall in relation to each class of C Shares:

(a) procure that the Company's records and bank accounts shall be operated so that the assets attributable to the C Shares of the relevant class can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall procure that separate cash accounts shall be created and maintained in the books of the Company for the assets attributable to the C Shares of the relevant class;

(b) allocate to the assets attributable to the C Shares of the relevant class such proportion of the expenses or liabilities of the Company incurred or accrued between the Issue Date and the Calculation Time (both dates inclusive) as the Directors fairly consider to be attributable to the C Shares of the relevant class including, without prejudice to the generality of the foregoing, those liabilities specifically identified in the definition of ''Conversion Ratio'' above; and

(c) give appropriate instructions to the Investment Manager to manage the Company's assets so that such undertakings can be complied with by the Company.

**Conversion of C Shares**

12.1 In relation to each class of C Shares, the C Shares shall be sub-divided and converted into New Ordinary Shares at the Conversion Time in accordance with the provisions set out below.

12.2 The Directors shall procure that:

(a) the Company (or its delegate) calculate, within two Business Days after the Calculation Time, the Conversion Ratio as at the Calculation Time and the number of New Ordinary Shares to which each holder of C Shares of that class shall be entitled on Conversion; and

(b) the Independent Accountants shall be requested to certify, within three Business Days after the Calculation Time, that such calculations:

(i) have been performed in accordance with the Articles; and

(ii) are arithmetically accurate, whereupon, subject to any proviso in the definition of Conversion Ratio above, such calculations shall become final and binding on the Company and all Members.

12.3 The Directors shall procure that, as soon as practicable following such certificate, an announcement is made to a Regulatory Information Service advising holders of C Share(s) of that class of (i) the Conversion Time, (ii) the Conversion Ratio and (iii) the aggregate number of New Ordinary Shares to which holders of the C Shares of that class are entitled on Conversion.

12.4 Conversion shall take place at the Conversion Time designated by the Directors for the C Shares. On Conversion the issued C Shares of the relevant class then in issue shall automatically convert (by redesignation and/or sub-division and/or consolidation and/or a combination of each or otherwise as appropriate) into such number of New Ordinary Shares as equals the number of C Shares of the relevant class in issue at the Calculation Time multiplied by the Conversion Ratio (rounded down to the nearest whole New Ordinary Share) and if, as a result of Conversion, the Member concerned is entitled to:

(a) more shares of the relevant class of New Ordinary Shares than the original C Shares of the relevant class, additional New Ordinary Shares of the relevant class shall be allotted and issued accordingly; or

(b) fewer shares of the relevant class of New Ordinary Shares than the original C Shares of the relevant class, the appropriate number of original C Shares shall be cancelled accordingly.

12.5 The New Ordinary Shares arising upon Conversion shall be divided amongst the former holders of C Shares *pro rata* according to their respective former holdings of C Shares of the relevant class (provided always that the Directors may deal in such manner as they think fit with fractional entitlements to New Ordinary Shares, 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) and for such purposes any Director is hereby authorised as agent on behalf of the former holders of C Share(s), in the case of a share in certificated form, to execute any stock transfer form, and to do any other act or thing as may be required to give effect to the same including, in the case of a share in uncertificated form, the giving of directions to or on behalf of the former holders of any C Shares who shall be bound by them.

12.6 Forthwith upon Conversion, any certificates relating to the C Shares of the relevant class shall be cancelled and the Company shall issue to each such former C Shareholder new certificates in respect of the New Ordinary Shares which have arisen upon Conversion unless such former holder of any C Shares elects to hold their New Ordinary Shares in uncertificated form.

12.7 The Company will use its reasonable endeavours to procure that, upon Conversion, the New Ordinary Shares are admitted to the Official List.

12.8 The Directors are authorised to effect such and any consolidations and/or divisions and/or combinations of both (or otherwise as appropriate) as may have been or may be necessary from time to time to implement the conversion mechanics for C Shares set out in the Articles for the time being and as the same may from time to time be amended.

# PART V

# ADDITIONAL INFORMATION

**1 Incorporation and administration**

The Company was incorporated with liability limited by shares in Guernsey under the Companies Law on 30 May 2013 with registered number 56716. The Company is registered as a closed-ended investment company pursuant to The Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended, and the Rules. The registered office and principal place of business of the Company is 1 Le Truchot, St Peter Port, Guernsey GW1 1WD, and the telephone number is 01481 743 940. The Company operates under the Companies Law and ordinances and regulations made thereunder and is subject to the Listing Rules and the Disclosure and Transparency Rules of the Financial Conduct Authority.

**Share Capital**

2.1 The share capital of the Company consists of an unlimited number of redeemable ordinary shares of no par value which upon issue may be designated as Ordinary Shares or C Shares or such other classes of shares as the Directors may determine, in each case, of such classes and denominated in such currencies as they may determine. Notwithstanding this, a maximum number of 250 million New Ordinary Shares and/or C Shares will be issued pursuant to the Share Issuance Programme.

2.2 As at the date of this Securities Note, the Company's issued share capital comprises 415,475,783 Ordinary Shares.

2.3 Since the date of the Company's incorporation, the following the issues of shares have taken place:

(a) on 29 July 2013, 300 million Ordinary Shares were allotted to investors in connection with the IPO Admission;

(b) on 21 November 2013, 10 million Ordinary Shares were allotted to investors in connection with the 2013 Tap Issue;

(c) on 25 March 2014, the Investment Manager received 152,978 fully paid Ordinary Shares (being IM Fee Shares) pursuant to the Company's obligations under the Investment Management Agreement and the Operations Manager received 82,373 fully paid Ordinary Shares (being OM Fee Shares) pursuant to the Company's obligations under the Operations Management Agreement;

(d) on 31 March 2014, 1,323,336 Ordinary Shares were allotted pursuant to the scrip dividend alternative in lieu of cash for the first interim dividend for the period from 29 July 2013 to 31 December 2013;

(e) on 2 April 2014, 66,154,395 C Shares were allotted to investors pursuant to a placing, open offer and offer for subscription and these shares were converted into 64,017,608 Ordinary Shares on 30 June 2014 in accordance with the conversion terms attaching to the C Shares;

(f) on 11 August 2014, 36,738,423 Ordinary Shares were allotted to investors in connection with the 2014 Tap Issue;

(g) on 23 September 2014, the Investment Manager received 207,483 fully paid Ordinary Shares (being IM Fee Shares) and the Operations Manager received 111,722 fully paid Ordinary Shares (being OM Fee Shares); and

(h) on 25 September 2014, 2,841,860 Ordinary Shares were allotted pursuant to the scrip dividend alternative in lieu of cash for the first interim dividend for the period from 1 January 2014 to 30 June 2014.

2.4 Since the date of incorporation of the Company, the Company has not repurchased any Ordinary Shares.

2.5 The Directors have absolute authority to allot Ordinary Shares and any C Shares under the Articles and are expected to resolve to allot New Shares pursuant to each Issue shortly prior to Admission in respect of such New Shares.

2.6 Pursuant to an ordinary resolution passed on 29 April 2014, the Directors were authorised to make market purchases of Ordinary Shares not exceeding 14.99 per cent of the Company's issued share capital as at the date of passing the resolution. The maximum price which may be paid for an Ordinary Share must not be more than the higher of (i) 105 per cent of the average of the mid-

market values of Ordinary Shares for the five Business Days before the purchase is made; and (ii) the higher of the last independent trade or the highest current independent bid for Ordinary Shares. Such authority will expire on the earlier of the conclusion of the next annual general meeting of the Company and the date 18 months after the date on which the resolution was passed.

2.7 Pursuant to a special resolution passed on 29 April 2014, the Directors were empowered to allot (or sell Ordinary Shares held as treasury) up to 10 per cent of the Ordinary Shares in issue as at the date of the passing of the resolution, increasing up to 10 per cent. of the Ordinary Shares in issue immediately after conversion of the C Shares issued pursuant to the 2014 C Share Issue for cash on a non-pre-emptive basis. Such authority will expire on the date falling 15 months after the date of the passing of the special resolution or the conclusion the Company's next annual general meeting, whichever is earlier.

2.8 Pursuant to a special resolution passed on 24 November 2014, the Directors were empowered to allot, issue and/or sell equity securities for cash as if article 7.1 of the Articles did not apply to any such allotment, issue and/or sale, provided that this power shall be limited to the allotment, issue and/or sale of up to an aggregate number of 250 million New Ordinary Shares (or Ordinary Shares out of treasury) and/or C Shares pursuant to the Share Issuance Programme and shall expire 12 months after the publication of the Prospectus (unless previously renewed, varied or revoked by the Company in a general meeting), save that the Company shall be entitled to make offers or agreements before the expiry of such power which would or might require equity securities to be allotted and issued after such expiry and the Directors shall be entitled to allot and issue equity securities pursuant to any such offer or agreement as if the power conferred hereby had not expired.

2.9 The New Ordinary Shares and the C Shares will be issued and created in accordance with the Articles and the Companies Law.

2.10 The New Ordinary Shares and C Shares are in registered form and, from their Admission, will be capable of being held in uncertificated form and title to such New Ordinary Shares and C Shares may be transferred by means of a relevant system (as defined in the CREST Regulations). Where the New Ordinary Shares and C Shares are held in certificated form, share certificates will be sent to the registered members or their nominated agent (at their own risk) within 10 days of the completion of the registration process or transfer, as the case may be, of the New Ordinary Shares and C Shares. Where New Ordinary Shares or C Shares are held in CREST, the relevant CREST stock account of the registered members will be credited. The Registrar, whose registered address is set out on page 10 of this Securities Note, will maintain a register of Shareholders holding their New Ordinary Shares or C Shares in CREST.

2.11 Save as disclosed in this paragraph 2 and for the Company's obligations to issue IM Fee Shares under the Investment Management Agreement and OM Fee Shares under the Operations Management Agreement, no share or loan capital of the Company is under option or has been agreed, conditionally or unconditionally, to be put under option.

2.12 Save as disclosed in this paragraph 2, no share or loan capital of the Company has since the date of incorporation of the Company been issued or been agreed to be issued, fully or partly paid, either for cash or for a consideration other than cash, and no such issue is now proposed.

**Directors' and other major interests**

3.1 Insofar as is known to the Company, the interests of each Director, including any connected person, the existence of which is known to, or could with reasonable diligence be ascertained by, that Director whether or not held through another party, in the share capital of the Company as at 26 November 2014 (being the latest practicable date prior to the publication of this Securities Note) were as follows:

| Director | Ordinary Shares currently held | Ordinary Shares currently held (%) |
|---|---|---|
| Helen Mahy | 58,636 | 0.014 |
| Jonathan Bridel | 14,838 | 0.004 |
| Shelagh Mason | 4,838 | 0.001 |
| Klaus Hammer | 4,838 | 0.001 |

Jon Bridel has informed the Company that he intends to subscribe (jointly with his wife) for a further 5,162 Ordinary Shares pursuant to the Share Issuance Programme.

3.2 As at 26 November 2014 (being the latest practicable date prior to the publication of this Securities Note), the only persons known to the Company who, directly or indirectly, are interested in five per cent. or more of the Company's issued share capital are as set out in the following table:

| Shareholder | Ordinary Shares currently held | Ordinary Shares currently held (%) |
|---|---|---|
| Prudential Client HSBC GIS Nominee (UK) Limited PAC | 56,760,988 | 13.66 |

3.3 As at 26 November 2014 (being the latest practicable date prior to the publication of this Securities Note), the Company is not aware of any person who, immediately following Admission could, directly or indirectly, jointly or severally, exercise control over the Company. The Company knows of no arrangements, the operation of which may result in a change of control of the Company.

**Articles of Incorporation**

The Articles of Incorporation of the Company contain provisions, *inter alia*, to the following effect.

***Votes of members***

4.1 Subject to any special rights or restrictions for the time being attached to any class of shares, every member (being an individual) present in person or by proxy or (being a corporation) present by a duly authorised representative at a general meeting has, on a show of hands, one vote and, on a poll, one vote for every Ordinary Share or fraction of an Ordinary Share held by him. Save in certain limited circumstances C Shares (described in further detail in paragraph 4.3 below) will not carry the right to attend and receive notice of any general meetings of the Company, nor will they carry the right to vote at such meetings.

*Shares*

4.2 Ordinary Shares of no par value Income The Ordinary Shares carry the right to receive all income of the Company attributable to the Ordinary Shares, and to participate in any distribution of such income made by the Company, and such income shall be divided *pari passu* among the Shareholders in proportion to the number of Ordinary Shares held by them.

*Capital*

On a winding up of the Company or other return of capital (other than by way of a repurchase or redemption of Ordinary Shares in accordance with the provisions of the Articles and the Companies Law), the surplus assets of the Company attributable to the Ordinary Shares remaining after payment of all creditors shall, subject to the rights of any Ordinary Shares that may be issued with special rights or privileges, be divided amongst the holders of Ordinary Shares *pari passu* among the holders of Ordinary Shares in proportion to the number of Ordinary Shares held by them.

*C Shares*

4.3 In order to prevent the issue of further shares diluting existing Shareholders' share of the NAV of the Company, if the Directors consider it appropriate they may issue further shares as ''C Shares''. C Shares constitute a temporary and separate class of shares which are issued at a fixed price determined by the Company. The issue proceeds from the issue of C Shares will be invested in investments which initially will be attributed solely to the C Shares. The assets attributable to a class of C Shares shall be treated as having been ''invested'' if they have been expended by or on behalf of the Company in the acquisition or making of an investment (whether by subscription or purchase of debt or equity, and including, for the avoidance of doubt, any transfer of such assets by the Company to a subsidiary or to a third party for the purpose of an acquisition or investment) or in the repayment of all or part of an outstanding loan of any member of the Group or if an obligation to make such payment has arisen or crystallised (in each case unconditionally or subject only to the satisfaction of normal pre-issue conditions) in relation to which the consideration amount has been determined or is capable of being determined by operation of an agreed contractual mechanic. Once the investments have been made, the C Shares will be converted into Ordinary Shares on a basis

which reflects the respective net assets per share represented by the two classes of shares. C Shares shall have the right to vote on a variation of rights attaching to the C Shares but do not carry the right to receive notice of or to attend and vote at general meetings of the Company.

***Dividends and distributions***

4.4 Subject to compliance with the Companies Law, the Board may at any time declare and pay such dividends and distributions as appear to be justified by the position of the Company. The Board may also declare and pay any fixed dividend which is payable on any shares of the Company half-yearly or otherwise on fixed dates whenever the position in the opinion of the Board so justifies. The Directors may from time to time authorise dividends and distributions to be paid to the holders of C Shares out of the assets attributable to such C Shares in accordance with the procedure set out in the Companies Law and subject to any rights attaching to such C Shares.

4.5 The method of payment of any dividend or distribution shall be at the discretion of the Board.

4.6 All unclaimed dividends and distributions may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed and the Company shall not be constituted a trustee thereof. No dividend or distribution shall bear interest against the Company. Any dividend or distribution unclaimed after a period of 6 years from the date of declaration or payment of such dividend or distribution shall be forfeited and shall revert to the Company.

4.7 The Directors are empowered to create reserves before recommending or declaring any dividend or distribution. The Directors may also carry forward any profits or other sums which they think prudent not to distribute by dividend or distribution.

***Scrip Dividend***

4.8 The Directors may, if authorised by an ordinary resolution, offer any holders of any particular class of shares (excluding treasury shares) the right to elect to receive further shares (whether or not of that class), credited as fully paid, instead of cash in respect of all or part of any dividend.

4.9 The value of the further shares shall be calculated by reference to the average of the middle market quotations for a fully paid share of the relevant class, as shown in the Official List, for the day on which such shares are first quoted ''ex'' the relevant dividend and the four subsequent dealing days or in such other manner as the Directors may decide.

4.10 The Directors shall give notice to the members of their rights of election in respect of the scrip dividend and shall specify the procedure to be followed in order to make an election.

4.11 The further shares so allotted shall rank *pari passu* in all respects with the fully paid shares of the same class then in issue except as regards participation in the relevant dividend.

4.12 The Board may from time to time establish or vary a procedure for election mandates, under which a holder of shares may, in respect of any future dividends for which a right of election is offered, elect to receive shares in lieu of such dividend on the terms of such mandate.

***Issue of shares***

4.13 Without prejudice to any special rights conferred on the holders of any class of shares, any share in the Company may be issued with or have attached thereto such preferred, deferred or other special rights, or such restrictions whether in regard to dividend, return of capital, voting or otherwise as the Directors may determine.

4.14 Subject to the Articles, the unissued shares shall be at the disposal of the Directors, and they may allot, grant options over or otherwise dispose of them to such persons, at such times and generally on such terms and conditions and in such manner and at such times as they determine and so that the amount payable on application on each share shall be fixed by the Directors.

4.15 The Company may on any issue of shares pay such commission as may be fixed by the Directors. The Company may also pay brokerage charges.

***Pre-emption rights***

4.16 There are no provisions of Guernsey law which confer rights of pre-emption in respect of the allotment of the Shares. However, the Articles provide that the Company is not permitted to allot (for cash) equity securities (being Ordinary Shares or C Shares or rights to subscribe for, or convert securities into, Ordinary Shares or C Shares) or sell (for cash) any Ordinary Shares or C Shares held in treasury, unless it shall first have offered to allot to all existing Shareholders of that class of

Shares, if any, on the same terms, and at the same price as those relevant securities are proposed to be offered to other persons on a *pro rata* basis to the number of shares of the relevant class held by those holders (as nearly as possible without involving fractions).

4.17 These provisions may be modified or excluded in relation to any proposed allotment by special resolution of the shareholders.

4.18 These provisions will not apply to scrip dividends effected in accordance with the Articles or in relation to any offer of C Shares allotted by reason of or in connection with a conversion of C Shares or Ordinary Shares then in issue.

***Variation of rights***

4.19 If at any time the capital of the Company is divided into separate classes of shares, the rights attached to any class of shares may (unless otherwise provided by the terms of issue) be varied with the consent in writing of the holders of three quarters of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of such shares. The necessary quorum shall be two persons holding or representing by proxy at least one third of the voting rights of the class in question. Every holder of shares of the class concerned shall be entitled at such meeting to one vote for every share held by him on a poll. The rights conferred upon the holders of any shares or class of shares issued with preferred, deferred or other rights shall not be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith or the exercise of any power under the disclosure provisions requiring shareholders to disclose an interest in the Company's shares as set out in the Articles.

***Restriction on voting***

4.20 A member of the Company shall not be entitled in respect of any share held by him to attend or vote (either personally or by representative or by proxy) at any general meeting or separate class meeting of the Company:

(a) unless all amounts due from him have been paid; or

(b) in the circumstances mentioned in paragraphs 4.23 and 4.30.

***Notice requiring disclosure of interest in shares***

4.21 The Directors may serve notice on any member requiring that member to disclose to the Company to the satisfaction of the Directors the identity of any person (other than the member) who has an interest in the shares held by that member and the nature of such interest. Any such notice shall require any information in response to such notice to be given within such reasonable time as the Directors may determine.

4.22 The Directors may be required to exercise their powers under the relevant Article on a requisition of members holding not less than one-tenth of the paid up capital of the Company carrying the right to vote at general meetings. If any member is in default in supplying to the Company the information required by the Company within the prescribed period, the Directors in their absolute discretion may serve a direction notice on the defaulting member. The direction notice may direct that in respect of the shares in respect of which the default has occurred (the default shares) and any other shares held by the defaulting member, that member shall not be entitled to vote in general meetings or class meetings. Where the default shares represent at least 0.25 per cent of the class of shares concerned the direction notice may additionally direct that dividends and distributions on such shares will be retained by the Company (without liability to pay interest thereon) and that no transfer of the shares (other than a transfer authorised under the Articles) shall be registered until the default is rectified.

4.23 In addition to the right of the Directors to serve notice on any member as summarised in paragraph 4.22, the Directors may serve notice on any member requiring that member to promptly provide the Company with any information, representations, certificates or forms relating to such member (or its direct or indirect owners or account holders) that the Directors determine from time to time are necessary or appropriate for the Company to:

(a) satisfy any account or payee identification, documentation or other diligence requirements and any reporting requirements imposed under FATCA or the requirements of any similar laws or regulations to which the Company may be subject enacted from time to time by any other jurisdiction (Similar Laws); or

(b) avoid or reduce any tax otherwise imposed by FATCA or Similar Laws (including any withholding upon any payments to such member by the Company); or

(c) permit the Company to enter into, comply with, or prevent a default under or termination of, an agreement of the type described in section 1471(b) of the US Internal Revenue Code of 1986 or under Similar Laws.

If any member is in default of supplying to the Company the information required by the Company within the prescribed period (which shall not be less than 28 days after the service of the notice), the continued holding of shares in the Company by that member shall be deemed to cause or be likely to cause the Company and/or its members a pecuniary or tax disadvantage the member shall be deemed be a Non-Qualified Holder and the Directors may take the action outlined in paragraph 4.30 in respect of such shares.

***Transfer of shares***

4.24 Subject to the Articles (and the restrictions on transfer contained therein), a Shareholder may transfer all or any of his shares in any manner which is permitted by the Companies Law or in any other manner which is from time to time approved by the Board.

4.25 A transfer of a certificated share shall be in the usual common form or in any other form approved by the Board. An instrument of transfer of a certificated share shall be signed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.

4.26 The Articles of Incorporation provide that the Board has power to implement such arrangements as it may, in its absolute discretion, think fit in order for any class of Ordinary Shares or C Shares to be admitted to settlement by means of the CREST UK system. If the Board implements any such arrangements, no provision of the Articles will apply or have effect to the extent that it is in any respect inconsistent with:

(a) the holding of shares of the relevant class in uncertificated form;

(b) the transfer of title to shares of the relevant class by means of the CREST UK system; or

(c) the Guernsey USRs or the CREST Rules.

4.27 Where any class of Ordinary Shares or C Shares is, for the time being, admitted to settlement by means of the CREST UK system such securities may be issued in uncertificated form in accordance with and subject to the CREST Guernsey Requirements. Unless the Board otherwise determines, shares held by the same holder or joint holders in certificated form and uncertificated form will be treated as separate holdings. Shares may be changed from uncertificated to certificated form, and from certificated to uncertificated form, in accordance with and subject to the CREST Guernsey Requirements. Title to such of the shares as are recorded on the register as being held in uncertificated form may be transferred only by means of the CREST UK system.

4.28 The Board may, in its absolute discretion and without giving a reason, refuse to register a transfer of any share in certificated form or uncertificated form subject to the Articles which is not fully paid or on which the Company has a lien provided that this would not prevent dealings in the shares from taking place on an open and proper basis on the London Stock Exchange.

4.29 In addition, the Board may decline to transfer, convert or register a transfer of any share in certificated form or (to the extent permitted by the CREST Guernsey Requirements) uncertificated form: if it is in respect of more than one class of shares, if it is in favour of more than four joint transferees, if applicable, if it is delivered for registration to the registered office of the Company or such other place as the Board may decide, not accompanied by the certificate for the shares to which it relates and such other evidence of title as the Board may reasonably require, or the transfer is in favour of any Non-Qualified Holder.

4.30 If any shares are owned directly, indirectly or beneficially by a person believed by the Board to be a Non-Qualified Holder, the Board may give notice to such person requiring him either (i) to provide the Board within 30 days of receipt of such notice with sufficient satisfactory documentary evidence to satisfy the Board that such person is not a Non-Qualified Holder or (ii) to sell or transfer his shares to a person who is not a Non-Qualified Holder within 30 days and within such 30 days to provide the Board with satisfactory evidence of such sale or transfer and pending such sale or transfer, the Board may suspend the exercise of any voting or consent rights and rights to receive notice of or attend any meeting of the Company and any rights to receive dividends or other distributions with respect to such shares. Where condition (i) or (ii) is not satisfied within 30 days after the serving of the notice, the person will be deemed, upon the expiration of such 30 days, to

have forfeited his shares. If the Board in its absolute discretion so determines, the Company may dispose of the shares at the best price reasonably obtainable and pay the net proceeds of such disposal to the former holder.

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

***Alteration of capital and purchase of shares***

4.32 The Company may from time to time, subject to the provisions of the Companies Law, purchase its own shares (including any redeemable shares) in any manner authorised by the Companies Law.

4.33 The Company may by ordinary resolution: consolidate and divide all or any of its share capital into shares of a larger or smaller amount than its existing shares; sub-divide all or any of its shares into shares of a smaller amount than is fixed by the Memorandum of Incorporation; cancel any shares which at the date of the resolution have not been taken or agreed to be taken and diminish the amount of its authorised share capital by the amount of shares so cancelled; convert all or any of its shares into a different currency; or denominate or redenominate the share capital in a particular currency.

**Capitalisation and indebtedness**

The table below sets out the Group's capitalisation as at 30 June 2014 and at 27 November 2014.

The capitalisation information has been extracted without material adjustment from the Group's financial information published in the Interim Report for the 6 months ended 30 June 2014 and from the accounting records for the 11 months ended 27 November 2014.

| | As at 30 June 2014 (unaudited) £000s | As at 27 November 2014 (unaudited) £000s |
|---|---|---|
| **Shareholders' equity (excluding retained earnings)** | | |
| Share capital | — | — |
| Share premium | 370,736 | 412,145 |
| Minority interests | — | — |
| **Total capitalisation** | 370,736 | 412,145 |

Since 30 June 2014 there have been the following movements in the Group's share capital:

(a) on 11 August 2014, 36,738,423 Ordinary Shares were allotted to investors in connection with the 2014 Tap Issue;

(b) on 23 September 2014, the Investment Manager received 207,483 fully paid Ordinary Shares (being IM Fee Shares) and the Operations Manager received 111,722 fully paid Ordinary Shares (being OM Fee Shares); and

(c) on 25 September 2014, 2,841,860 Ordinary Shares were allotted pursuant to the scrip dividend alternative in lieu of cash for the first interim dividend for the period from 1 January 2014 to 30 June 2014.

There have been no movements in the Group's share capital since 27 November 2014.

The table below sets out the Group's indebtedness as at 27 November 2014.

| | As at 27 November 2014 (unaudited) £000s |
|---|---|
| Total current debt | |
| *Loans and borrowings* | |
| Secured | (60,146) |
| Unguaranteed/Unsecured | — |
| **Total non-current debt (excluding current portion of long-term debt)** | |
| *Loans and borrowings* | |
| Secured | — |
| Unguaranteed/Unsecured | — |
| Other financial liabilities (fair value of derivatives) | — |
| **Total indebtedness** | (60,146) |
| Cash and cash equivalents | 13,701 |
| **Total net indebtedness** | (46,445) |

The following table shows the Group's unaudited net indebtedness as at 27 November 2014:

| | | As at 27 November 2014 (unaudited) £'000 |
|---|---|---|
| A. | Cash | 13,701 |
| B. | Cash equivalent | Nil |
| C. | Trading securities | Nil |
| D. | Liquidity (A+B+C) | 13,701 |
| E. | Current financial receivable | — |
| F. | Current bank debt | (60,146) |
| G. | Current portion of non-current debt | Nil |
| H. | Trading securities payable | Nil |
| I. | Other current financial debt | Nil |
| J. | Current financial debt (F+G+H+I) | (60,146) |
| K. | Net current financial indebtedness (J-E-D) | (46,445) |
| L. | Non-current bank loans | Nil |
| M. | Bonds issued | — |
| N. | Other non-current loans | Nil |
| O. | Non-current financial indebtedness (L+M+N) | Nil |
| P. | Net financial indebtedness (K+O) | (46,445) |

**Working Capital**

In the Company's opinion, the Group has sufficient working capital for its present requirements, that is, for at least the 12 months following the date of this document.

**Mandatory bids, squeeze out and sell out rules relating to the Shares**

7.1 The Takeover Code applies to the Company. Under the Takeover Code, if an acquisition of Shares were to increase the aggregate holding of the acquirer and its concert parties to Shares carrying 30 per cent or more of the voting rights in the Company, the acquirer (and depending on the circumstances, its concert parties) would be required, except with the consent of the Panel, to make a cash offer for the outstanding Shares in the Company at a price not less than the highest price paid for any interests in the Shares by the acquirer or its concert parties during the previous 12 months. This requirement would also be triggered by an acquisition of Shares by a person holding

(together with its concert parties) Shares carrying between 30 per cent and 50 per cent of the voting rights in the Company if the effect of such acquisition were to increase that person's percentage of the voting rights.

7.2 Shares may be subject to compulsory acquisition in the event of a takeover offer which satisfies the requirements of Part XVIII of the Companies Law or, in the event of a scheme of arrangement, under Part VIII of the Companies Law.

7.3 In order for a takeover offer to satisfy the requirements of Part XVIII of the Companies Law, the prospective purchaser must prepare a scheme or contract (in this paragraph, the Offer) relating to the acquisition of the Shares and make the Offer to some or all of the Shareholders. If, at the end of a four month period following the making of the Offer, the Offer has been accepted by Shareholders holding 90 per cent in value of the Shares affected by the Offer, the purchaser has a further two months during which it can give a notice (in this paragraph, a Notice to Acquire) to any Shareholder to whom the Offer was made but who has not accepted the Offer (in this paragraph, the Dissenting Shareholders) explaining the purchaser's intention to acquire their Shares on the same terms. The Dissenting Shareholders have a period of one month from the Notice to Acquire in which to apply to the Court for the cancellation of the Notice to Acquire. Unless, prior to the end of that one month period, the Court has cancelled the Notice to Acquire or granted an order preventing the purchaser from enforcing the Notice to Acquire, the purchaser may acquire the Shares belonging to the Dissenting Shareholders by paying the consideration payable under the Offer to the Company, which it will hold on trust for the Dissenting Shareholders.

7.4 A scheme of arrangement is a proposal made to the Court by the Company in order to effect an ''arrangement'' or reconstruction, which may include a corporate takeover in which the Shares are acquired in consideration for cash or shares in another company. A scheme of arrangement is subject to the approval of a majority in number representing at least 75 per cent (in value) of the members (or any class of them) present and voting in person or by proxy at a meeting convened by the Court and subject to the approval of the Court. If approved, the scheme of arrangement is binding on all Shareholders.

7.5 In addition, the Companies Law permits the Company to effect an amalgamation, in which the Company amalgamates with another company to form one combined entity. The Shares would then be shares in the capital of the combined entity.

**General**

8.1 Placings under the Share Issuance Programme will be carried out on behalf of the Company by Canaccord Genuity and Jefferies, both of which are authorised and regulated in the UK by the Financial Conduct Authority.

8.2 The Company is not regulated by the Financial Conduct Authority but is subject to the Listing Rules and is bound to comply with applicable law such as the relevant parts of FSMA.

8.3 CREST is a paperless settlement procedure enabling securities to be evidenced other than by certificates and transferred other than by written instrument. The Articles of the Company permit the holding of the Ordinary Shares and C Shares under the CREST system. The Directors intend to apply for the New Ordinary Shares and C Shares to be admitted to CREST with effect from their respective Admissions. Accordingly it is intended that settlement of transactions in the New Ordinary Shares and C Shares following their respective Admissions may take place within the CREST system if the relevant Shareholders so wish. CREST is a voluntary system and Shareholders who wish to receive and retain share certificates will be able to do so upon request from the Registrars.

8.4 The New Ordinary Shares and the C Shares available for issue under the Share Issuance Programme will be denominated in Sterling.

8.5 Applications will be made to each of the Financial Conduct Authority and the London Stock Exchange for the New Ordinary Shares to be issued under the Share Issuance Programme to be admitted to listing and trading on the premium segment of the Official List and the London Stock Exchange's main market for listed securities respectively. It is expected that Admission of the New Ordinary Shares issued pursuant to any further Issues under the Share Issuance Programme will become effective, and that dealings in such New Ordinary Shares will commence, between 1 December 2014 and 30 November 2015.

8.6 Applications will be made to each of the Financial Conduct Authority and the London Stock Exchange for the C Shares to be issued pursuant to any Issues under the Share Issuance Programme to be admitted to listing and trading on the standard segment of the Official List and the London Stock Exchange's main market for listed securities respectively. It is expected that Admission of the C Shares issued pursuant to any further Issues under the Share Issuance Programme will become effective, and that dealings in such New Ordinary Shares will commence, between 1 December 2014 and 30 November 2015.

8.7 No application is being made for the New Ordinary Shares or the C Shares to be dealt with in or on any stock exchanges or investment exchanges other than the London Stock Exchange.

8.8 None of the New Ordinary Shares or C Shares available under the Share Issuance Programme are being underwritten.

8.9 At the date of this Securities Note, the latest published net assets of the Company (as at 30 September 2014) were 100.2p per Ordinary Share (representing the underlying net assets of £416.3 million). On the basis that 250 million New Ordinary Shares are issued under the Share Issuance Programme and assuming an issue price of 102 pence per New Ordinary Share, the net assets of the Company would increase by approximately £250.4 million immediately after their Admission. The Company derives earnings from its gross assets in the form of dividends and interest. It is not expected that there will be any material impact on the NAV per Ordinary Share as the Net Proceeds of each Issue under the Share Issuance Programme are expected to be used to repay sums drawn down under the Acquisition Facility or invested in investments consistent with the investment objective of the Company.

8.10 The estimated Net Asset Value per Ordinary Share as at 30 September 2014 (unaudited) was 100.2 pence.

8.11 Canaccord Genuity has given and not withdrawn its written consent to the inclusion in this Securities Note of its name and references in the form and context in which they appear.

8.12 Jefferies has given and not withdrawn its written consent to the inclusion in this Securities Note of its name and references in the form and context in which they appear.

**AIFM Directive disclosures**

9.1 The Company is categorised as an internally managed non-EEA AIF for the purposes of the AIFM Directive. The Company intends to comply with the conditions specified in Article 42(1)(a) of the AIFM Directive in order that the New Shares may be marketed to professional investors in the United Kingdom and the Republic of Ireland, subject to compliance with the other conditions specified in Article 42(1) of the AIFM Directive and the relevant provisions of the national laws of such EEA States.

9.2 The conditions specified in Article 42(1)(a) of the AIFM Directive include, *inter alia*, a requirement that the Company make available certain specified information to prospective investors prior to their investment in the Company, in accordance with Article 23 of the AIFM Directive. This information, or where Shareholders can find such information, is set out below:

(a) Part I of the Registration Document contains a description of the investment strategy and objectives of the Company, the types of assets in which the Company may invest, the techniques it may employ, any applicable investment restrictions and the procedures by which the Company may change its investment strategy or investment policy. There are no arrangements for collateral or asset reuse.

(b) Part I of the Registration Document contains a description of the circumstances in which the Company may use leverage, restrictions on the use of leverage and the maximum level of leverage which the Company is entitled to employ. As at the date of this Securities Note, the Company has available to it a £80 million multi-currency revolving credit facility pursuant to the Acquisition Facility Agreement, details of which are set out in paragraph 8.12 of Part VII of the Registration Document.

(c) The key risks associated with the investment strategy, objectives and techniques of the Company and with the use of leverage by the Company are contained in the section of the Registration Document entitled ''Risk Factors''.

(d) A description of the main legal implications of the contractual relationship entered into for the purpose of investment in the Company under any Placing under the Share Issuance Programme is contained in Appendix 1 to this Securities Note.

(e) The Company is incorporated under the laws of the Bailiwick of Guernsey and accordingly, (except as detailed below), any disputes between an investor and the Company will be resolved by the Royal Courts of Guernsey in accordance with Guernsey law. Notwithstanding the foregoing, any disputes between an investor and the Company relating to the contract to subscribe for New Shares under the Share Issuance Programme will be governed by, and construed in accordance with, the laws of England and Wales and the Judgements (Reciprocal Enforcement) (Guernsey) Law 1957 shall apply. Accordingly, a final and conclusive judgment, capable of execution, obtained in the Supreme Court and the Senior Courts of England and Wales (excluding the Crown Court) would be recognised and enforced by the Royal Courts of Guernsey without re-examination of the merits of that case, but would be subject to compliance with procedural and other requirements of Guernsey's reciprocal enforcement legislation.

(f) The Company is categorised as an internally managed non-EEA AIF and so is not subject to the AIFM Directive requirements relating to the appointment of depositaries. The Investment Manager, Operations Manager, the auditor and other service providers are detailed in this Securities Note under the section headed ''Directors, Agents and Advisers''. Descriptions of the duties of the Investment Manager, the Operations Manager, the auditor and service providers to the Company are contained in Part IV of the Registration Document. All key service providers are appointed directly by the Company. Service providers are appointed following appropriate evaluation and the Directors have ensured that the contractual arrangements with key service providers are appropriate. Investors enter into a contractual relationship with the Company when subscribing for New Shares; they do not have any direct contractual relationship with, or rights of recourse to, the service providers in respect of any of such service provider's default pursuant to the terms of the agreement it has entered into with the Company.

(g) As an internally managed non-EEA AIF, the Company is not be required to comply with Article 9(7) of the AIFM Directive relating to professional liability risk.

(h) As described above, the Company will not be subject to the AIFM Directive requirements relating to the appointment of depositaries and no arrangements have been made for a depositary to contractually discharge itself of liability in accordance with Article 21(13) of the AIFM Directive (as no depositary has been appointed). As an internally managed non-EEA AIF, the Board is responsible for the determination of the Company's investment objective and policy and has overall responsibility for its activities. The Company and UK Holdco have, however, entered into the Investment Management Agreement under which responsibility for portfolio management has been delegated to InfraRed Capital Partners Limited, as Investment Manager. InfraRed Capital Partners Limited has full discretion under the Investment Management Agreement to make investments in accordance with the Company's published investment policy and the investment parameters adopted and approved by the Board from time to time, subject to some investment decisions which require the consent of the Board. The Investment Manager also has responsibility for financial administration and investor relations, advising the Company and the Group in relation to the strategic management of the Holding Entities and the investment portfolio, advising the Company in relation to any significant acquisitions or investments and monitoring the Group's funding requirements. Part IV of the Registration Documents describes the conflicts of interest which may arise between the Company and the Investment Manager and how these are managed.

(i) As an internally managed non-EEA AIF, the Company is not subject to the provisions concerning valuation procedures in Article 19 of the AIFM Directive. In that context, Part I of the Registration Document contains a description of the Company's valuation procedure and of the pricing methodology for valuing assets, including the methods used in valuing hard-to-value assets.

(j) The Company is registered as a closed-ended investment company pursuant to The Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended, and the Rules, and redemptions at the option of Shareholders are not permitted; however, the Ordinary Shares are (and any C Shares issued will be) admitted to trading on the main market for listed securities of the London Stock Exchange and are freely transferable. As an internally managed non-EEA AIF, the Company is not subject to the provisions concerning liquidity management in Article 16 of the AIFM Directive. In that context, as regards liquidity risk management, a description of the discount management mechanisms which may be employed by the Company is contained in

Part I of the Registration Document. The exercise by the Board of the Company's powers to repurchase Ordinary Shares (including any Ordinary Shares into which C Shares convert) pursuant to the general repurchase authority is entirely discretionary and investors should place no expectation or reliance on the Board exercising such discretion on any one or more occasions. The Board shall ensure that the Company maintains a level of liquidity in its assets having regard to its obligations and shall monitor liquidity accordingly.

(k) Parts V and VII of the Registration Document contain descriptions of all fees, charges and expenses and, where applicable, the maximum amounts thereof, which are borne by the Company,(and thus indirectly by investors). There is, however, no maximum cap on the total amount of fees, charges and expenses which may be indirectly borne by investors. There are no expenses charged directly to investors by the Company.

(l) As its Ordinary Shares are admitted to the premium segment of the Official List and the Ordinary Shares and C Shares (when in issue) will be admitted to trading on the main market of the London Stock Exchange, the Company will be required to comply with, *inter alia*, the relevant provisions of the Disclosure and Transparency Rules, which operate to ensure a fair treatment of investors. As at the date of this Securities Note, no investor has obtained preferential treatment or the right to obtain preferential treatment.

(m) The procedure and conditions for the issue and sale of New Shares under the Share Issuance Programme (including certain conditions on the sale and transfer of such New Shares) are contained in Part II and in Appendix 1 to this Securities Note.

(n) The Company's latest annual report, latest Net Asset Value per Ordinary Share and the latest market price of the Ordinary Shares are available at www.trig-ltd.com.

(o) Part VI of the Registration Document contains a description of the historical performance of the Company and incorporates by reference the published audit report for the first financial period ended on 31 December 2013 and the unaudited half yearly report for the six months ended 30 June 2014. Historical share price information of the Company is also available from www.londonstockexchange.com as well as on the Company's website at www.trig-ltd.com.

(p) The Company has not appointed a prime broker.

(q) The information required under paragraphs 4 and 5 of Article 23 of the AIFM Directive will be disclosed to investors in the Company's annual report.

If there are any material changes to any of the information referred to above, such changes will be notified to investors in the Company's annual report, in accordance with Article 23 of the AIFM Directive.

## NOTICES TO OVERSEAS INVESTORS

No application to market the New Ordinary Share or C Shares has been made by the Company under the relevant private placement regimes in any member state of the EEA other than in the United Kingdom and the Republic of Ireland (further details of which are set out below). No marketing of New Ordinary Shares and C Shares in any member state of the EEA other than the United Kingdom and the Republic of Ireland will be undertaken by the Company save to the extent that such marketing is permitted by the AIFM Directive as implemented in the relevant member state.

If you receive a copy of the Prospectus in any territory other than the United Kingdom, Guernsey, or the Republic of Ireland (together, the **Eligible Jurisdictions**) you may not treat it as constituting an invitation or offer to you. It is your responsibility, if you are outside the Eligible Jurisdictions and wishing to make an application for New Ordinary Shares or C Shares under the Share Issuance Programme, to satisfy yourself that you have fully observed the laws of any relevant territory or jurisdiction in connection with your application, including obtaining any requisite governmental or other consents, observing any other formalities requiring to be observed in such territory and paying any issue, transfer or other taxes required to be paid in such territory. The Company reserves the right, in its absolute discretion, to reject any application received from outside the Eligible Jurisdictions.

The Prospectus does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. The distribution of the Prospectus and the offering of New Ordinary Shares and/or C Shares in certain jurisdictions may be restricted and accordingly persons into whose possession the Prospectus is received are required to inform themselves about and to observe such restrictions.

None of the New Ordinary Shares or C Shares have been or will be registered under the laws of Australia, Canada, Japan or the Republic of South Africa or under the U.S. Securities Act or with any securities regulatory authority of any State or other political subdivision of the United States, Australia, Canada, Japan or the Republic of South Africa. Accordingly, unless an exemption under such Act or laws is applicable, the New Ordinary Shares and C Shares may not be offered, sold or delivered, directly or indirectly, within Australia, Canada, Japan, the Republic of South Africa or the United States or to any U.S. Person (as the case may be). If you subscribe for New Ordinary Shares or C Shares you will, unless the Company agrees otherwise in writing, be deemed to represent and warrant to the Company that you are not a U.S. Person or a resident of Australia, Canada, Japan or the Republic of South Africa or a corporation, partnership or other entity organised under the laws of the United States, Australia or Canada (or any political subdivision of any of them), Japan or the Republic of South Africa and that you are not subscribing for such New Ordinary Shares or C Shares for the account of any U.S. Person or resident of Australia, Canada, Japan, Australia or the Republic of South Africa and will not offer, sell, renounce, transfer or deliver, directly or indirectly, any of the New Ordinary Shares or C Shares in or into the United States, Australia, Canada, Japan, the Republic of Ireland or the Republic of South Africa or to any U.S. Person or resident in Australia, Canada, Japan or the Republic of South Africa. No application will be accepted if it shows the applicant, payor or a prospective holder having an address in the United States, Australia, Canada, Japan or the Republic of South Africa.

The Prospectus may not be published, distributed or transmitted by any means or media, directly or indirectly, in whole or in part, in or into the United States, Australia, Canada, Japan or the Republic of South Africa.

Any persons (including, without limitation, custodians, nominees and trustees) who would or otherwise intend to, or may have a contractual or other legal obligation to forward the Prospectus or any accompanying documents in or into the United States, Australia, Canada, Japan, the Republic of South Africa or any other jurisdiction outside the Eligible Jurisdictions should seek appropriate advice before taking any action.

**For the attention of Guernsey investors**

The Company is a registered closed-ended collective investment scheme registered pursuant to The Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended and the Registered Collective Investment Scheme Rules 2008 issued by the Guernsey Financial Services Commission (**GFSC**). The GFSC, in granting registration, has not reviewed the Prospectus but has relied upon specific warranties provided by Heritage International Fund Managers Limited.

A registered closed-ended collective investment scheme is not permitted to be directly offered to the public in Guernsey but may be offered to regulated entities in Guernsey or offered to the public by

entities appropriately licensed under The Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended.

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

**For the attention of Irish investors**

Neither the Company nor any investment in the Company has been authorised by the Central Bank of Ireland. The Prospectus does not, and shall not be deemed to, constitute an invitation to the public in Ireland to purchase interests in the Company.

The New Shares have not been and will not be registered in Ireland or passported for inward marketing to professional investors (as defined in Annex II of Directive 2004/39/EC) under the European Communities (Alternative Investment Fund Manager) Regulations 2013 (''**AIFM Regulations**'') or any applicable regulations or guidance issued thereunder by the Central Bank of Ireland. The New Shares may only be offered to professional investors on a private placement basis in accordance with the AIFM Directive. In respect of such private placement, the Company has provided notification to the Central Bank of Ireland and is expecting to receive confirmation of its eligibility to market the New Shares under Article 42 of the AIFM Directive (as implanted into Irish Law) shortly after publication of the Prospectus.

The offer of New Shares in the Company shall not be made by any person in Ireland otherwise than in conformity with the provisions of the European Communities (Markets in Financial Instruments) Regulations 2007 (as amended) and in accordance with any codes, guidance or requirements imposed by the Central Bank of Ireland thereunder.

**For the attention of U.S. investors**

Neither the Ordinary Shares or the C Shares have been nor will be registered under the U.S. Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, in or into the United States or to or for the account or benefit of any U.S. Person except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States. In addition, the Company has not been, and will not be, registered under the U.S. Investment Company Act nor will the Investment Manager be registered as an investment adviser under the U.S. Investment Advisers Act and investors will not be entitled to the benefits of the U.S. Investment Company Act or the U.S. Advisers Act. Accordingly, New Ordinary Share and/or C Shares are being offered and sold: (i) to U.S. Persons or to purchasers within the United States or persons who are acting for the account or benefit of U.S. Persons, in either case who have executed and returned a U.S. Subscription Agreement and are reasonably believed to be ''qualified institutional buyers'' (as defined in Rule 144A under the U.S. Securities Act) that are also ''qualified purchasers'' (as defined in Section 2(a)(51) of the U.S. Investment Company Act) pursuant to a transaction that is exempt from, or not subject to, the registration requirements of the U.S. Securities Act; and (ii) to investors who are not U.S. Persons or persons acquiring for the account or benefit of U.S. Persons outside the United States in ''offshore transactions'' within the meaning of and in reliance on Regulation S. The Company reserves the right, in its absolute discretion, to refuse to permit a transfer of interests in the Company and to require compulsory transfer of interests in the Company and intends to exercise this discretion as the Company determines to be necessary for purposes of compliance with the U.S. Securities Act, the U.S. Investment Company Act, and other U.S. legislation.

Subject to such limited exceptions as may be determined within its sole discretion, the Company does not intend to permit New Ordinary Shares or C Shares to be acquired by investors subject to Title I of ERISA, or to the prohibited transaction provisions of Section 4975 of the Code, or by others holding the assets of such investors as defined in Section 3(42) of ERISA and applicable regulations.

Neither the New Ordinary Shares nor the C Shares have been approved or disapproved by the U.S. Securities and Exchange Commission or any state securities commission, nor has any such regulatory authority passed upon or endorsed the merits of this offering or the accuracy or adequacy of the Prospectus. Any representation to the contrary is unlawful.

Any New Ordinary Shares or C Shares (to the extent they are in certificated form), initially sold to investors located in the United States or to U.S. Persons unless otherwise determined by the Company in accordance with applicable law, will bear a legend substantially to the following effect:

**THE SECURITY EVIDENCED HEREBY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. 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, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) TO A PERSON WHOM THE SELLER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT (A ''QIB'') THAT IS ALSO A QUALIFIED PURCHASER WITHIN THE MEANING OF SECTION 2(A)(51) OF THE US INVESTMENT COMPANY ACT OF 1940, AS AMENDED (A ''QP''), PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB THAT IS ALSO A QP IN A TRANSACTION EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT; OR (2) IN AN OFFSHORE TRANSACTION TO A NON-US PERSON COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES OR ANY OTHER JURISDICTION.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THIS SECURITY MAY NOT BE DEPOSITED INTO ANY UNRESTRICTED DEPOSITORY RECEIPT FACILITY IN RESPECT OF SECURITIES OF THE COMPANY ESTABLISHED OR MAINTAINED BY A DEPOSITORY BANK. EACH HOLDER, BY ITS ACCEPTANCE OF THIS SECURITY, REPRESENTS THAT IT UNDERSTANDS AND AGREES TO THE FOREGOING RESTRICTIONS.**

Prospective U.S. investors must rely on their own examination of the U.S. tax consequences of an investment in the Company. Prospective U.S. investors should not treat the contents of the Prospectus as advice relating to U.S. tax matters and are advised to consult their own professional U.S. tax advisers concerning the acquisition, holding or disposal of any investment in the Company.

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| **2013 Tap Issue** | means the issue of 10 million Ordinary Shares on 21 November 2013, at a price per Ordinary Share of 101 pence |
| **2014 C Share Issue** | means the issue of 66,154,395 C Shares on 2 April 2014 pursuant to a placing, open offer and offer for subscription by the Company |
| **2014 Tap Issue** | means the issue of 36,738,423 Ordinary Shares on 11 August 2014, at an issue price per New Ordinary Share of 105 pence |
| **Acquisition Facility** | means the £80 million multi-currency revolving credit facility made available to the Company pursuant to the Acquisition Facility Agreement |
| **Acquisition Facility Agreement** | means the multi-currency revolving credit acquisition facility agreement dated 20 February 2014 between, the Company, UK Holdco and the Banks, details of which are set out in paragraph 8.12 of Part VII of the Registration Document |
| **Administrator** | means Dexion Capital (Guernsey) Limited in its capacity as the Company's administrator |
| **Admission** | means admission to trading of the New Ordinary Shares on the London Stock Exchange's main market for listed securities in accordance with the LSE Admission Standards and admission to listing on the premium segment of the Official List becoming effective or admission to trading of C Shares on the London Stock Exchange's main market for listed securities in accordance with the LSE Admission Standards and admission to listing on the standard segment of the Official List becoming effective, as applicable |
| **AIFM Directive** or **AIFMD** | means the EU Alternative Investment Fund Managers Directive (No. 2011/61/EU) |
| **Articles** or **Articles of Incorporation** | means the articles of incorporation of the Company in force from time to time |
| **Banks** | mean The Royal Bank of Scotland plc and National Australia Bank Limited |
| **Board** | means the board of Directors of the Company or any duly constituted committee thereof |
| **Business Day** | means a day on which the London Stock Exchange and banks in London and Guernsey are normally open for business |
| **Business Hours** | means the hours between 9.00 a.m. and 5.30 p.m. on any Business Day |
| **C Shareholders** | means the holders of the C Shares (prior to the conversion of the C Shares into new Ordinary Shares) |
| **C Shares** | means redeemable convertible shares of no par value in the capital of the Company issued as ''C Shares'' and having the rights and being subject to the restrictions described in Part IV of this Securities Note, which will convert into new Ordinary Shares as set out in the Articles |
| **Canaccord Genuity** | means Canaccord Genuity Limited |
| **Capita Asset Services** | means a trading name of Capita Registrars Limited |
| **certificated** or **in certificated form** | means not in uncertificated form (that is, not in CREST) |
| **Code** | means the U.S. Internal Revenue Code of 1986, as amended from time to time |
| **Commission** | means the Guernsey Financial Services Commission |
| **Companies Law** | means The Companies (Guernsey) Law, 2008, (as amended) |
| **Company** | means The Renewables Infrastructure Group Limited |
| **CREST** | means the computerised settlement system operated by Euroclear which facilitates the transfer of title to shares in uncertificated form |

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| **CREST Manual** | means the compendium of documents entitled CREST Manual issued by Euroclear from time to time and comprising the CREST Reference Manual, the CREST Central Counterparty Service Manual, the CREST International Manual, CREST Rules, CCSS Operations Manual and the CREST Glossary of Terms |
| **Directors** | means the directors from time to time of the Company and Director is to be construed accordingly |
| **Disclosure and Transparency Rules** | means the disclosure rules and the transparency rules made by the FCA under Part VII of the FSMA, as amended from time to time |
| **EEA** | means European Economic Area |
| **EEA State** | means a member state of the EEA |
| **ERISA** | means the U.S. Employee Retirement Income Security Act of 1974, as amended from time to time |
| **Euroclear** | means Euroclear UK and Ireland Limited |
| **Excluded Territories** | means the United States, Australia, Canada, Japan, New Zealand, South Africa and any other jurisdiction in which an offer to sell or issue or a solicitation of an offer to buy or subscribe for the New Shares in that jurisdiction would breach any applicable law or regulation |
| **Fee Shares** | means the IM Fee Shares and the OM Fee Shares or any of them as the context may require |
| **Financial Conduct Authority** or **FCA** | means the United Kingdom Financial Conduct Authority (or any successor entity or entities) and, where applicable, acting as the competent authority for the purposes of admission to the Official List |
| **French Holdco** | means The Renewables Infrastructure Group (France) SAS, a wholly-owned subsidiary of UK Holdco with registered number 2013B12834 and registered address 26, Rue de Marignan, 75008 Paris, France |
| **FSMA** | means the Financial Services and Markets Act 2000, as amended from time to time |
| **Gross Proceeds** | means, in relation to an Issue under the Share Issuance Programme, the aggregate value of the New Shares to be issued pursuant to that Issue at the applicable Issue Price |
| **Group** | means the Company and the Holding Entities (together, individually or in any combination as appropriate) |
| **Guernsey AML Requirements** | means the Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Law, 1999 (as amended), ordinances, rules and regulations made thereunder, and the Commission's Handbook for Financial Services Businesses on Countering Financial Crime and Terrorist Financing (as amended, supplemented and/or replaced from time to time) |
| **Guernsey USRs** | means the Uncertificated Securities (Guernsey) Regulations 2009, as amended |
| **HMRC** | means Her Majesty's Revenue and Customs |
| **Holding Entities** | means UK Holdco, French Holdco and any other holding companies established by or on behalf of the Company from time to time to acquire and/or hold one or more Portfolio Companies |
| **IM Fee Shares** | means the fully paid Ordinary Shares issued to the Investment Manager in respect of that part of the management fee which is payable in the form of Ordinary Shares rather than cash |
| **Internal Revenue Code** | means the U.S. Internal Revenue Code of 1986, as amended from time to time |
| **Investment Manager** | means InfraRed Capital Partners Limited |
| **IPO** | means the initial public offering of the Company's shares as described in the IPO Prospectus |

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| **IPO Admission** | means the admission of the Ordinary Shares issued pursuant to the IPO to trading on the London Stock Exchange's main market for listed securities and to listing on the premium segment of the Official List which became effective on 29 July 2013 |
| **IPO Issue Price** | means 100p per Ordinary Share, being the price at which the Ordinary Shares were issued under the IPO |
| **IPO Prospectus** | means the prospectus published by the Company on 5 July 2013 in respect of the IPO |
| **IRR** | means internal rate of return |
| **ISA** | means UK individual savings account |
| **ISIN** | means the International Securities Identification Number |
| **Issue Price** | means the price at which New Ordinary Shares or C Shares will be issued pursuant to an Issue under the Share Issuance Programme, being (i) in the case of any New Ordinary Shares issued pursuant to any non-pre-emptive Issue, at a premium to the prevailing Net Asset Value per Ordinary Share as at the date of the relevant Issue as determined in accordance with this Securities Note; and (ii) in the case of the C Shares being £1.00 per C Share |
| **Issue** | means an issue of New Ordinary Shares or C Shares pursuant to the Share Issuance Programme |
| **Jefferies** | means Jefferies International Limited trading as Jefferies |
| **Joint Bookrunners** or **Joint Sponsors** | means Canaccord Genuity and Jefferies |
| **Listing Rules** | means the listing rules made by the Financial Conduct Authority under section 73A of FSMA |
| **London Stock Exchange** | means London Stock Exchange plc |
| **LSE Admission Standards** | means the admission and disclosure standards published by the London Stock Exchange in effect at the date of the relevant Admission |
| **Member States** | means those states which are members of the EU from time to time |
| **Memorandum of Incorporation** | means the memorandum of incorporation of the Company in force from time to time |
| **Money Laundering Regulations** | means the UK Money Laundering Regulations 2007 (SI 2007/2157) and any other applicable anti-money laundering guidance, regulations or legislation |
| **Net Asset Value** | means the net asset value of the Company in total or (as the context requires) per Ordinary Share or C Share calculated in accordance with the Company's valuation policies and as described in the Registration Document |
| **Net Proceeds** | means, in relation to an Issue under the Share Issuance Programme, the Gross Proceeds of that Issue less the costs and expenses (including commission) applicable to that Issue |
| **New Ordinary Shares** | means the Ordinary Shares to be issued under the Share Issuance Programme (and where the context so requires or permits shall include the Ordinary Shares arising on conversion of any C Shares issued under the Share Issuance Programme) |
| **New Shares** | means New Ordinary Shares and/or C Shares available for issue under the Share Issuance Programme |
| **Non-Qualified Holder** | means any person: (i) whose ownership of Shares may cause the Company's assets to be deemed ''plan assets'' for the purposes of the Internal Revenue Code; (ii) whose ownership of Shares may cause the Company to be required to register as an ''investment company'' under the U.S. Investment Company Act (including because the holder of the shares is not a ''qualified purchaser'' as defined in the U.S. Investment Company Act); (iii) whose ownership of Shares may cause |

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| | the Company to register under the U.S. Exchange Act, the U.S. Securities Act or any similar legislation; (iv) whose ownership of Shares may cause the Company to not be considered a ''foreign private issuer'' as such term is defined in rule 3b4(c) under the Exchange Act; or (v) whose ownership of Shares may cause the Company to be a ''controlled foreign corporation'' for the purposes of the Internal Revenue Code, or may cause the Company to suffer any pecuniary disadvantage (including any excise tax, penalties or liabilities under ERISA or the Internal Revenue Code) |
| **Official List** | means the official list maintained by the Financial Conduct Authority |
| **OM Fee Shares** | means the fully paid Ordinary Shares issued to the Operations Manager in respect of that part of the management fee which is payable in the form of Ordinary Shares rather than cash |
| **Operations Manager** | means Renewable Energy Systems Limited |
| **Ordinary Shares** | means ordinary shares of no par value in the capital of the Company |
| **Overseas Shareholders** | save as otherwise determined by the Directors, Qualifying Shareholders who are resident in, or citizens, residents or nationals of, jurisdictions outside the United Kingdom, the Channel Islands and the Isle of Man |
| **PFIC** | means passive foreign investment company |
| **Placee** | means a person who is accepted and chooses to participate in a Placing |
| **Placing** | means a placing of New Ordinary Shares or C Shares at the applicable Issue Price, as described in this Securities Note |
| **Placing Agreement** | means the conditional sponsors' and placing agreement relating to the Share Issuance Programme made between the Company, the Investment Manager, the Operations Manager and the Joint Sponsors dated 1 December 2014, a summary of which is set out in paragraph 8.1 of Part VII of the Registration Document |
| **Portfolio Companies** | means special purpose companies which own wind farms, solar PV parks or other renewable energy assets (each a **Project Company**) or which have from time to time been established in connection with the provision of limited recourse or nonrecourse financing to one or more Project Companies (each a **Project Finance Company**) or which are intermediate holding companies between one or more Project Finance Companies and one or more Project Companies but excluding the Holding Entities |
| **Prospectus** | means the prospectus published by the Company in respect of the Share Issuance Programme comprising this Securities Note, the Registration Document and the Summary |
| **Prospectus Rules** | means the Prospectus Rules made by the Financial Conduct Authority under section 73A of FSMA |
| **Registrars** | means Capita Registrars (Guernsey) Limited |
| **Registration Document** | means the registration document dated 1 December 2014 issued by the Company in respect of the Share Issuance Programme |
| **Regulation S** | means Regulation S under the U.S. Securities Act |
| **Regulatory Information Services** | means a regulatory information service approved by the Financial Conduct Authority and on the list of Regulatory Information Services maintained by the Financial Conduct Authority |
| **RPI** | means the UK retail prices index as published by the Office for National Statistics or any comparable index which may replace it for all items |
| **SEC** | means the United States Securities and Exchange Commission |

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| **Securities Note** | means this document, being a securities note published by the Company in respect of the Share Issuance Programme |
| **SEDOL** | means the Stock Exchange Daily Official List |
| **Share** | means a share in the capital of the Company (of whatever class and including Ordinary Shares and C Shares of any class, and any Ordinary Share arising on conversion of a C Share) |
| **Share Issuance Programme** | means the proposed programme of Issues of up to 250 million New Ordinary Shares and/or C Shares (in aggregate), as described in Part II of this Securities Note |
| **Shareholder** | means a registered holder of a Share |
| **SIPP** | means self-invested personal pension |
| **SPV** | means special purpose project vehicle |
| **SSAS** | means small self-administered scheme |
| **Sterling** and **£** | means the lawful currency of the United Kingdom and any replacement currency thereto |
| **Summary** | means the summary dated 1 December 2014 issued by the Company pursuant to the Registration Document and this Securities Note and approved by the FCA |
| **UK Holdco** | means The Renewables Infrastructure Group (UK) Limited, a wholly-owned subsidiary of the Company with registered number 08506871 and its registered office at 12 Charles II Street, London SW1Y 4QU |
| **UK Listing Authority** | means the Financial Services Authority acting in its capacity as the competent authority for listing in the UK pursuant to Part VI of FSMA |
| **uncertificated** or **in uncertificated form** | means recorded on the Company's register of members as being held in uncertificated form (that is, securities held in CREST) |
| **United States** or **U.S.** | means the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia, and all other areas subject to its jurisdiction |
| **U.S. Exchange Act** | means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated pursuant to it |
| **U.S. Investment Advisers Act** | means the United States Investment Advisers Act of 1940, as amended, and the rules and regulations of the SEC promulgated pursuant to it |
| **U.S. Investment Company Act** | means the United States Investment Company Act of 1940, as amended, and the rules and regulations of the SEC promulgated pursuant to it |
| **U.S. Person** | has the meaning given to it under Regulation S |
| **U.S. Securities Act** | means the U.S. Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated pursuant to it |

## APPENDIX 1
## TERMS AND CONDITIONS OF PLACINGS UNDER THE SHARE ISSUANCE PROGRAMME

**1 Introduction**

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN ANY PLACING UNDER THE SHARE ISSUANCE PROGRAMME. THE TERMS AND CONDITIONS SET OUT HEREIN ARE DIRECTED ONLY AT PERSONS SELECTED BY CANACCORD GENUITY LIMITED AND JEFFERIES INTERNATIONAL LIMITED (THE **JOINT BOOKRUNNERS**) WHO ARE ''INVESTMENT PROFESSIONALS'' FALLING WITHIN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE **FPO**) OR ''HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS ETC'' FALLING WITHIN ARTICLE 49(2) OF THE FPO OR TO PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED UNDER THE FPO (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS **RELEVANT PERSONS**). ONLY RELEVANT PERSONS MAY PARTICIPATE IN THE PLACING AND THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS.

THE NEW ORDINARY SHARES AND C SHARES THAT ARE THE SUBJECT OF THE SHARE ISSUANCE PROGRAMME (THE **NEW SHARES**) ARE NOT BEING OFFERED OR SOLD TO ANY PERSON IN THE EUROPEAN UNION, OTHER THAN TO PERSONS WHO ARE BOTH (I) ''QUALIFIED INVESTORS'' AS DEFINED IN ARTICLE 2.1(E) OF DIRECTIVE 2003/71/EC (THE **PROSPECTUS DIRECTIVE**), WHICH INCLUDES LEGAL ENTITIES WHICH ARE REGULATED BY THE FINANCIAL CONDUCT AUTHORITY OR ENTITIES WHICH ARE NOT SO REGULATED WHOSE CORPORATE PURPOSE IS SOLELY TO INVEST IN SECURITIES AND (II) PERSONS TO WHOM THE NEW SHARES MAY BE LAWFULLY MARKETED UNDER THE EU ALTERNATIVE INVESTMENT FUND MANAGERS DIRECTIVE (NO. 2011/61/EU) OR THE APPLICABLE IMPLEMENTING LEGISLATION (IF ANY) OF THE MEMBER STATE OF THE EEA IN WHICH SUCH PERSON IS DOMICILED OR IN WHICH SUCH PERSON HAS A REGISTERED OFFICE.

The New Ordinary Shares and the C Shares have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any State or other jurisdiction of the United States (as defined below), and accordingly may not be offered, sold or transferred within the United States of America, its territories or possessions, any State of the United States or the District of Columbia (the **United States**) except pursuant to an exemption from, or in a transaction not subject to, registration under the U.S. Securities Act. Each Placing under the Share Issuance Programme is being made (i) to investors who are not U.S. Persons or persons acquiring for the account or benefit of U.S. Persons outside the United States in ''offshore transactions'' within the meaning of and in reliance on Regulation S and (ii) to U.S. Persons or to investors within the United States or to persons who are acting for the account or benefit of U.S. Persons in either case who have executed and returned a U.S. Subscription Agreement and are reasonably believed to be qualified institutional buyers (**QIBs**) within the meaning of Rule 144A (**Rule 144A**) under the U.S. Securities Act, who are also qualified purchasers (**QPs**) as defined in Section 2(a)(51) of the U.S. Investment Company Act, pursuant to a transaction that is exempt from, or not subject to, the registration requirements of the U.S. Securities Act. The Company has not been and will not be registered under the U.S. Investment Company Act and investors will not be entitled to the benefits of the U.S. Investment Company Act. Persons receiving the Prospectus (including custodians, nominees and trustees) must not forward, distribute, mail or otherwise transmit it in or into the United States or to U.S. Persons or use the United States mails, directly or indirectly, in connection with the Share Issuance Programme.

The Prospectus does not constitute an offer to sell or issue or a solicitation of an offer to buy or subscribe for the New Shares in any jurisdiction including, without limitation, the United States, Australia, Canada, Japan, New Zealand or South Africa or any other jurisdiction in which such offer or solicitation is or may be unlawful (an **Excluded Territory**). The Prospectus and the information contained herein are not for publication or distribution, directly or indirectly, to persons in an Excluded Territory unless permitted pursuant to an exemption under the relevant local law or regulation in any such jurisdiction.

The distribution of the Prospectus, any Placing under the Share Issuance Programme and/or issue of the New Ordinary Shares and/or C Shares in certain jurisdictions may be restricted by law and/or regulation. No action has been taken by the Company, the Joint Bookrunners or any of their respective affiliates as defined in Rule 501(b) under the U.S. Securities Act (as applicable in the context used, **Affiliates**) that would permit an offer of the New Ordinary Shares or the C Shares or possession or distribution of the Prospectus or any other publicity material relating to the New

Ordinary Shares and/or the C Shares in any jurisdiction where action for that purpose is required. Persons receiving the Prospectus are required to inform themselves about and to observe any such restrictions.

The Joint Bookrunners, each of which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, are acting for the Company and for no one else in connection with the Share Issuance Programme and each Placing under it and will not be responsible to anyone other than the Company for providing the protections afforded to clients of the Joint Bookrunners or for affording advice in relation to the Share Issuance Programme, or any other matters referred to herein.

1.1 By participating in a Placing under the Share Issuance Programme (each a **Placing**), each Placee is deemed to have read and understood the Prospectus in its entirety and to be providing the representations, warranties, undertakings, agreements and acknowledgements contained in this Appendix 3 of this Securities Note.

1.2 Each Placee which confirms its agreement (whether orally or in writing) to Canaccord Genuity and/or to Jefferies to subscribe for New Shares under a Placing will be bound by these terms and conditions and will be deemed to have accepted them.

1.3 The Company and/or Canaccord Genuity and/or Jefferies may require any Placee to agree to such further terms and/or conditions and/or give such additional warranties and/or representations as it (in its absolute discretion) sees fit and/or may require any such Placee to execute a separate placing letter (a **Placing Letter**). The terms and conditions contained in any Placing Letter shall be supplemental and in addition to the terms and conditions contained in this Appendix 3 of this Securities Note.

**2 Agreement to Subscribe for New Shares**

Conditional on: (i) Admission of the relevant New Shares occurring and becoming effective by 8.00 a.m. (London time) on such dates as may be agreed between the Company and the Joint Bookrunners prior to the closing of the relevant Placing, not being later than 30 November 2015; (ii) the Placing Agreement becoming otherwise unconditional in all respects and not having been terminated on or before the date of Admission of the relevant New Shares; and (iii) Canaccord Genuity and/or Jefferies confirming to the Placees their allocation of the relevant New Shares, a Placee agrees to become a member of the Company and agrees to subscribe for those New Shares allocated to it by Canaccord Genuity and/or Jefferies at the applicable Issue Price. To the fullest extent permitted by law, each Placee acknowledges and agrees that it will not be entitled to exercise any remedy of rescission at any time. This does not affect any other rights the Placee may have.

**3 Payment for New Shares**

Each Placee must pay the applicable Issue Price for the New Shares issued to the Placee in the manner and by the time directed by Canaccord Genuity and/or Jefferies. If any Placee fails to pay as so directed and/or by the time required, the relevant Placee's application for the New Shares shall at the Joint Bookrunners' discretion either be accepted or rejected in which case paragraphs 4.6 or 8.5 of these terms and conditions shall apply to such application respectively.

**4 Participation in, and principal terms of, a Placing**

4.1 The applicable Issue Price per New Share will be determined in accordance with this Securities Note and will be payable to the Joint Bookrunners by all Placees in respect of each New Share issued to them under the relevant Placing.

4.2 Prospective Placees will be identified and contacted by the Joint Bookrunners.

4.3 The closing date for each Placing will be as may be agreed between the Company and the Joint Bookrunners and notified to Placees.

4.4 The Joint Bookrunners will re-contact and confirm orally to Placees the size of their respective allocations and a trade confirmation will be dispatched as soon as possible thereafter. The Joint Bookrunners' oral confirmation of the size of allocations and each Placee's oral commitment to accept the same or such lesser number as determined in accordance with paragraph 4.5 below will constitute a legally binding agreement pursuant to which each such Placee will be required to accept the number of New Shares allocated to the Placee at the applicable Issue Price and otherwise on the terms and subject to the conditions set out in this Securities Note.

4.5 The Company and the Joint Bookrunners reserve the right not to accept offers to subscribe for New Shares or to accept such offers in part rather than in whole. The Joint Bookrunners shall be entitled to effect the relevant Placing by such method as they shall in their sole discretion jointly determine. To the fullest extent permissible by law, neither the Joint Bookrunners, nor any holding company of the Joint Bookrunners, nor any subsidiary, branch or affiliate of the Joint Bookrunners (each an **Affiliate**) nor any person acting on behalf of any of the foregoing shall have any liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise). In particular, neither of the Joint Bookrunners, nor any Affiliate thereof nor any person acting on their behalf shall have any liability to Placees in respect of their conduct of any Placing under the Share Issuance Programme. No commissions will be paid to Placees or directly by Placees in respect of any New Shares.

4.6 Each Placee's obligations will be owed to the Company and to the Joint Bookrunners. Following the oral confirmation referred to above, each Placee will have an immediate, separate, irrevocable and binding obligation, owed to the Joint Bookrunners, to pay to the Joint Bookrunners (or as the Joint Bookrunners may direct) in cleared funds an amount equal to the product of the applicable Issue Price and the number of New Shares which such Placee has agreed to acquire. The Company shall allot such New Shares to each Placee following each Placee's payment to the Joint Bookrunners of such amount.

4.7 Each Placee agrees to indemnify on demand and hold each of the Joint Bookrunners, the Company, the Investment Manager and the Operations Manager and its and their respective Affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the acknowledgements, undertakings, representations, warranties and agreements set forth in these terms and conditions and any Placing Letter.

4.8 All obligations of the Joint Bookrunners under a Placing will be subject to fulfilment of the conditions referred to below under ''Conditions of each Placing''.

**5 Conditions of each Placing**

5.1 Each Placing under the Share Issuance Programme is conditional upon the Placing Agreement becoming unconditional and not having been terminated in accordance with its terms.

5.2 The obligations of the Joint Bookrunners under the Placing Agreement in relation to a Placing are conditional, *inter alia*, on:

(a) Admission of the relevant New Shares occurring by no later than 8.00 a.m. on such date as may be agreed between the Company and the Joint Bookrunners prior to the closing of the relevant Placing, not being later than 30 November 2015; and

(b) none of the representations, warranties and undertakings given by the Company, the Investment Manager or the Operations Manager, respectively, in the Placing Agreement being breached or being untrue, inaccurate or misleading in any respect when made or, by reason of any event occurring or circumstance arising before Admission of the relevant New Shares, would cease to be true and accurate were it to be repeated as at their Admission.

5.3 If (a) the conditions are not fulfilled (or, to the extent permitted under the Placing Agreement, have not been waived by the Joint Bookrunners), or (b) the Placing Agreement is terminated in the circumstances specified below, the relevant Placing will lapse and each Placee's rights and obligations under that Placing shall cease and determine at such time and no claim may be made by a Placee in respect thereof. The Joint Bookrunners shall have no liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision they may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition in the Placing Agreement or in respect of any Placing under the Share Issuance Programme generally.

5.4 By participating in a Placing, each Placee agrees that its rights and obligations hereunder terminate only in the circumstances described above and under ''Right to terminate under the Placing Agreement'' below, and will not be capable of rescission or termination by the Placee.

**6 Right to terminate under the Placing Agreement**

6.1 Either of the Joint Bookrunners (following consultation between themselves) may, following consultation with the Company, the Investment Manager and the Operations Manager as is reasonably practicable in the circumstances, at any time before Admission of the relevant New Shares, terminate the Placing Agreement by giving notice to the Company, the Investment Manager and the Operations Manager *inter alia* if:

(a) any matter or circumstance arises as a result of which, in the opinion of a Joint Bookrunner (acting in good faith), it is reasonable to expect that any of the conditions contained in the Placing Agreement will not be satisfied in all material respects at the required time(s) (if any) and continue to be satisfied at Admission of the relevant New Shares; or

(b) any of the warranties given by the Company, the Investment Manager or the Operations Manager in the Placing Agreement are not true or accurate in all material respects or are misleading in any material respect as at the date they are given (or would not be true and accurate in all material respects or would be misleading in any material respect) if they were repeated at any time prior to Admission of the relevant New Shares by reference to the facts and circumstances existing at that time (materiality for these purposes to be determined by the Joint Bookrunners acting in good faith), or

(c) there has been a breach of any of the undertakings contained in or given pursuant to the Placing Agreement or any other provision of the Placing Agreement provided such breach is material (materiality for these purposes to be determined by the Joint Bookrunners acting in good faith) in the context of the relevant Placing or Admission of the relevant New Shares;

(d) a Joint Bookrunner becomes aware that any statement contained in the Prospectus is or has become untrue, incorrect or misleading in any material respect, or any matter has arisen which would, if the Placing was made at that time, constitute an omission from the Prospectus (or any amendment or supplement), and which the Joint Bookrunner considers to be material and adverse in the context of the Placing or the Admission of the relevant New Shares;

(e) the Company's application to the Financial Conduct Authority for admission of the New Shares to listing on the premium segment or standard segment, as applicable, of the Official List, or the Company's application to the London Stock Exchange for admission of the of the relevant New Shares to trading on the London Stock Exchange's main market for listed securities, is withdrawn or refused by the Financial Conduct Authority or the London Stock Exchange (as appropriate) for any reason;

(f) in the opinion of a Joint Bookrunner (acting in good faith), there has been a material Adverse Effect, an IRCP Material Adverse Effect or a RES Material Adverse Effect (each of such terms as defined in the Placing Agreement and whether or not foreseeable at the date of this Agreement); or

(g) a Force Majeure Event has occurred.

6.2 By participating in the Placing, each Placee agrees with the Joint Bookrunners that the exercise by the Joint Bookrunners of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of the Joint Bookrunners and that the Joint Bookrunners need not make any reference to the Placee in this regard and that, to the fullest extent permitted by law, the Joint Bookrunners shall not have any liability whatsoever to the Placee in connection with any such exercise.

**7 Prospectus**

7.1 The Prospectus (comprising this Securities Note, the Registration Document and the Summary) has been published in connection, *inter alia*, with the Share Issuance Programme and Admission of the New Shares. The Prospectus has been approved by the Financial Conduct Authority. A Placee may only rely on the information contained in the Prospectus in deciding whether or not to participate in a Placing.

7.2 Each Placee, by accepting a participation in a Placing, agrees that the content of the Prospectus is exclusively the responsibility of the Directors and the Company and the persons stated therein as accepting responsibility for the Prospectus and confirms to the Joint Bookrunners, the Company, the Investment Manager and the Operations Manager that it has not relied on any information, representation, warranty or statement made by or on behalf of the Joint Bookrunners (other than the amount of the relevant Placing participation in the oral confirmation given to Placees and the

trade confirmation referred to below), any of their respective Affiliates, any persons acting on its behalf or the Company, the Investment Manager or the Operations Manager other than the Prospectus and neither the Joint Bookrunners, nor any of its Affiliates, nor any persons acting on their behalf, nor the Company, nor the Investment Manager or the Operations Manager will be liable for the decision of any Placee to participate in a Placing based on any other information, representation, warranty or statement which the Placee may have obtained or received (regardless of whether or not such information, representation, warranty or statement was given or made by or on behalf of any such persons) other than the Prospectus. By participating in a Placing, each Placee acknowledges to and agrees with the Joint Bookrunners for itself and as agents for the Company that, except in relation to the information contained in the Prospectus, it has relied on its own investigation of the business, financial or other position of the Company in deciding to participate in the Placing. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

**8 Registration and settlement**

8.1 Settlement of transactions in the New Shares following their Admission will take place within the CREST system, using the DVP mechanism, subject to certain exceptions. The Joint Bookrunners reserve the right to require settlement for and delivery of the New Shares to Placees by such other means as they may deem necessary, if delivery or settlement is not possible or practicable within the CREST system within the timetable set out in the Prospectus or would not be consistent with the regulatory requirements in the Placee's jurisdiction.

8.2 Each Placee allocated New Shares in a Placing will be sent a trade confirmation stating the number of New Shares allocated to it, the applicable Issue Price, the aggregate amount owed by such Placee to the Joint Bookrunners and settlement instructions. Placees should settle against CREST Participant ID: 805 for Canaccord Genuity or CREST Participant ID: 393 for Jefferies depending on which of the Joint Bookrunners has sent the Placee the trade confirmation. Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with either the standing CREST or certificated settlement instructions which it has in place with a Joint Bookrunner.

8.3 It is expected that settlement will be on a T+2 basis in accordance with the instructions set out in the trade confirmation.

8.4 Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above at the rate of 2 percentage points above the base rate of Barclays Bank Plc.

8.5 Each Placee is deemed to agree that if it does not comply with these obligations, the Joint Bookrunners may sell any or all of the New Shares allocated to the Placee on such Placee's behalf and retain from the proceeds, for their 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 it may be required to bear any tax or other charges (together with any interest or penalties) which may arise upon the sale of such New Shares on such Placee's behalf.

8.6 If New Shares are to be delivered to a custodian or settlement agent, the Placee should ensure that the trade confirmation is copied and delivered immediately to the relevant person within that organisation.

8.7 Insofar as New Shares are registered in the Placee's name or that of its nominee or in the name of any person for whom the Placee is contracting as agent or that of a nominee for such person, such New Shares will, subject as provided below, be so registered free from any liability to PTM levy, stamp duty or stamp duty reserve tax. If there are any circumstances in which any other stamp duty or stamp duty reserve tax is payable in respect of the issue of the New Shares, neither the Joint Bookrunners nor the Company shall be responsible for the payment thereof. Placees will not be entitled to receive any fee or commission in connection with the Placing.

**9 Representations and Warranties**

By agreeing to subscribe for New Shares, each Placee which enters into a commitment to subscribe for New Shares will (for itself and any person(s) procured by it to subscribe for New 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, the Operations Manager and the Joint Bookrunners that:

9.1 it is relying solely on the Prospectus and any supplementary prospectus issued by the Company and not on any other information given, or representation or statement made at any time, by any person concerning the Company or the relevant Placing. It agrees that none of the Company, the Investment Manager, the Operations Manager and 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;

9.2 the content of the Prospectus and any supplementary prospectus is exclusively the responsibility of the Directors and the Company and the persons stated therein as accepting responsibility for the Prospectus and any supplementary prospectus and apart from the liabilities and responsibilities, if any, which may be imposed on either of the Joint Bookrunners under any regulatory regime, neither of the Joint Bookrunners nor any person acting on their behalf nor any of their affiliates makes any representation, express or implied, nor accepts any responsibility whatsoever for the contents of the Prospectus nor any supplementary prospectus nor for any other statement made or purported to be made by them or on its or their behalf in connection with the Company, the New Shares or the relevant Placing;

9.3 if the laws of any territory or jurisdiction outside the United Kingdom are applicable to its agreement to subscribe for New Shares under the 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 Operations Manager, or either of the Joint Bookrunners 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 Placing;

9.4 it does not have a registered address in, and is not a citizen, resident or national of, any jurisdiction in which it is unlawful to make or accept an offer of the New Shares and it is not acting on a non-discretionary basis for any such person;

9.5 it agrees that, having had the opportunity to read the Prospectus, it shall be deemed to have had notice of all information and representations contained in the Prospectus, that it is acquiring New Shares solely on the basis of the Prospectus and no other information and that in accepting a participation in the Placing it has had access to all information it believes necessary or appropriate in connection with its decision to subscribe for New Shares;

9.6 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 the Prospectus and, if given or made, any information or representation must not be relied upon as having been authorised by either of the Joint Bookrunners, the Company, the Investment Manager or the Operations Manager;

9.7 it is not applying as, nor is it applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in section 67, 70, 93 or 96 (depository receipts and clearance services) of the Finance Act 1986;

9.8 it accepts that none of the New Shares have been or will be registered in any jurisdiction other than the United Kingdom and that the New Shares may not be offered, sold or delivered, directly or indirectly, within any Excluded Territory;

9.9 if it is applying for New Shares in circumstances under which the laws or regulations of a jurisdiction other than the United Kingdom would apply, that it is a person to whom the New Shares may be lawfully offered under that other jurisdiction's laws and regulations;

9.10 if it is a resident in the EEA (other than the United Kingdom): (a) it is a qualified investor within the meaning of the law in the Relevant Member State implementing Article 2(1)(e) of the Prospectus Directive (Directive 2003/71/EC (and amendments thereto, including Directive 2010/73/EU, to the extent implemented in the Relevant Member State)); and (b) if that Relevant Member State has implemented the AIFM Directive, that it is a person to whom the New Shares may be lawfully marketed under the AIFM Directive or under the applicable implementing legislation (if any) of that Relevant Member State;

9.11 if it is outside the United Kingdom, neither the Prospectus nor any other offering, marketing or other material in connection with the Placing constitutes an invitation, offer or promotion to, or arrangement with, it or any person whom it is procuring to subscribe for New Shares pursuant to the 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 New Shares could lawfully be distributed to and subscribed and held by it or such person without compliance with any unfulfilled approval, registration or other regulatory or legal requirements;

9.12 it acknowledges that neither of the Joint Bookrunners nor any of their respective affiliates nor any person acting on their behalf is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing or providing any advice in relation to the Placing and participation in the Placing is on the basis that it is not and will not be a client of either of the Joint Bookrunners or any of their affiliates and that the Joint Bookrunners and any of their affiliates do not have any duties or responsibilities to it for providing protection afforded to their respective clients or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertaking or indemnities contained in the these terms and conditions and/or in any Placing Letter;

9.13 it acknowledges that where it is subscribing for New Shares for one or more managed, discretionary or advisory accounts, it is authorised in writing for each such account: (i) to subscribe for the New Shares for each such account; (ii) to make on each such account's behalf the representations, warranties and agreements set out in this Securities Note; and (iii) to receive on behalf of each such account any documentation relating to the Placing in the form provided by the Company and/or either of the Joint Bookrunners. It agrees that the provision of this paragraph shall survive any resale of the New Shares by or on behalf of any such account;

9.14 it irrevocably appoints any Director and any director of either 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 New Shares for which it has given a commitment under the Placing, in the event of its own failure to do so;

9.15 it accepts that if the Placing does not proceed or the conditions to the Placing Agreement are not satisfied or the New Shares for which valid application are received and accepted are not admitted to listing and trading on the premium segment or standard segment, as applicable, of the Official List and the London Stock Exchange's main market for listed securities (respectively) for any reason whatsoever then none of the Company, the Joint Bookrunners the Investment Manager, the Operations Manager or any of their affiliates, nor persons controlling, controlled by or under common control with any of them nor any of their respective employees, agents, officers, members, stockholders, partners or representatives, shall have any liability whatsoever to it or any other person;

9.16 it acknowledges that any person in Guernsey involved in the business of the Company who has a suspicion or belief that any other person (including the Company or any person subscribing for New Shares) is involved in money laundering activities, is under an obligation to report such suspicion to the Financial Intelligence Service pursuant to the Terrorism and Crime (Bailiwick of Guernsey) Law, 2002 (as amended);

9.17 it acknowledges and agrees that information provided by it to the Company, Registrar or Administrator will be stored on the Registrar's and the Administrator's computer system and manually. It acknowledges and agrees that for the purposes of the Data Protection (Bailiwick of Guernsey) Law 2001 (the **Data Protection Law**) and other relevant data protection legislation which may be applicable, the Registrar and the Administrator are required to specify the purposes for which they will hold personal data. The Registrar and the Administrator will only use such information for the purposes set out below (collectively, the **Purposes**), being to:

(a) process its personal data (including sensitive personal data) as required by or in connection with its holding of New Shares, including processing personal data in connection with credit and money laundering checks on it;

(b) communicate with it as necessary in connection with its affairs and generally in connection with its holding of New Shares (and in the case of the C Shares, the new Ordinary Shares into which they convert);

(c) provide personal data to such third parties as the Administrator or Registrar may consider necessary in connection with its affairs and generally in connection with its holding of New Shares or as the Data Protection Law may require, including to third parties outside the Bailiwick of Guernsey or the European Economic Area;

(d) without limitation, provide such personal data to the Company, the Joint Bookrunners, the Investment Manager or the Operations Manager and their respective Associates for processing, notwithstanding that any such party may be outside the Bailiwick of Guernsey or the European Economic Area; and

(e) process its personal data for the Administrator's internal administration;

9.18 in providing the Registrar and the Administrator with information, it hereby represents and warrants to the Registrar and the Administrator that it has obtained the consent of any data subjects to the Registrar and the Administrator 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 Purpose set out in paragraph 9.17 above). For the purposes of this Securities Note, ''data subject'', ''personal data'' and ''sensitive personal data'' shall have the meanings attributed to them in the Data Protection Law;

9.19 in connection with its participation in the Placing it has observed all relevant legislation and regulations, in particular (but without limitation) those relating to money laundering (**Money Laundering Legislation**) 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 Regulations 2007 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); or (iii) subject to the Guernsey AML Requirements; or (iv) acting in the course of a business in relation to which an overseas regulatory authority exercises regulatory functions and is based or incorporated in, or formed under the law of, a country in which there are in force provisions at least equivalent to those required by the Money Laundering Directive;

9.20 it agrees that, due to anti-money laundering and the countering of terrorist financing requirements, either of the Joint Bookrunners and/or the Company may require proof of identity of the Placee and related parties and verification of the source of the payment before the application can be processed and that, in the event of delay or failure by the Placee to produce any information required for verification purposes, the Joint Bookrunners and/or the Company may refuse to accept the application and the subscription moneys relating thereto. It holds harmless and will indemnify the Joint Bookrunners and/or the Company against any liability, loss or cost ensuing due to the failure to process this application, if such information as has been required has not been provided by it or has not been provided on a timely basis;

9.21 the Joint Bookrunners and the Company (and any agent on their behalf) are entitled to exercise any of their rights under the Placing Agreement or any other right in their absolute discretion without any liability whatsoever to them (or any agent acting on their behalf);

9.22 the representations, undertakings and warranties contained in the Prospectus are irrevocable. It acknowledges that the Joint Sponsors, the Company and their respective affiliates will rely upon the truth and accuracy of the foregoing representations and warranties and it agrees that if any of the representations or warranties made or deemed to have been made by its subscription of the New Shares are no longer accurate, it shall promptly notify the Joint Bookrunners and the Company in writing;

9.23 where it or any person acting on behalf of it is dealing with either of the Joint Bookrunners, any money held in an account with either of the Joint Sponsors on behalf of it and/or any person acting on behalf of it will not be treated as client money within the meaning of the relevant rules and regulations of the Financial Conduct Authority which therefore will not require the Joint Bookrunners to segregate such money, as that money will be held by either of the Joint Bookrunners under a banking relationship and not as trustee;

9.24 any of its clients, whether or not identified to the Joint Bookrunners or any of their affiliates or agents, will remain its sole responsibility and will not become clients of the Joint Bookrunners or any of their affiliates or agents for the purposes of the rules of the Financial Conduct Authority or for the purposes of any other statutory or regulatory provision;

9.25 it accepts that the allocation of New Shares shall be determined by the Joint Bookrunners (in consultation with the Company, the Investment Manager and the Operations Manager) in their absolute discretion and that such persons may scale down any Placing commitments for this purpose on such basis as they may determine;

9.26 time shall be of the essence as regards its obligations to settle payment for the New Shares and to comply with its other obligations under the Placing; and

9.27 requests, at its own initiative, that the Company (or its agents) notifies it of all future opportunities to acquire securities in the Company and provides it with all available information in connection therewith.

**10 United States Purchase and Transfer Restrictions**

By participating in a Placing, each Placee acknowledges and agrees that it will (for itself and any person(s) procured by it to subscribe for New Shares and any nominee(s) for any such person(s)) be further deemed to represent and warrant to each of the Company, the Investment Manager, the Operations Manager and the Joint Bookrunners that:

10.1 if it is located outside the United States, it is not a U.S. Person, it is acquiring the New Shares in an ''offshore transaction'' within the meaning of, and in reliance on, Regulation S and it is not acquiring the New Shares for the account or benefit of a U.S. Person;

10.2 if it is located inside the United States or is a U.S. Person, it has received, read, understood and, prior to its receipt of any New Shares, executed and returned an executed U.S. Subscription Agreement to the Company for the benefit of the Company, the Joint Bookrunners, the Investment Manager and the Operations Manager;

10.3 it acknowledges that the New Ordinary Shares and C Shares have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons absent registration or an exemption from registration under the U.S. Securities Act;

10.4 it acknowledges that the Company has not registered under the U.S. Investment Company Act and that the Company has put in place restrictions for transactions not involving any public offering in the United States, and to ensure that the Company is not and will not be required to register under the U.S. Investment Company Act;

10.5 it acknowledges that the Investment Manager has not registered under the U.S. Investment Advisers Act and that the Company has put in place restrictions on the sale and transfer of the New Shares to ensure that the Investment Manager is not and will not be required to register under the U.S. Investment Advisers Act;

10.6 no portion of the assets used to purchase, and no portion of the assets used to hold, the New Shares or any beneficial interest therein constitutes or will constitute the assets of (i) an ''employee benefit plan'' as defined in Section 3(3) of ERISA that is subject to Title I of ERISA; (ii) a ''plan'' as defined in Section 4975 of the Code, including an individual retirement account or other arrangement that is subject to Section 4975 of the Code; or (iii) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements that is subject to Title I of ERISA or Section 4975 of the Code. In addition, if an investor is a governmental, church, non-U.S. or other employee benefit plan that is subject to any federal, state, local or non-U.S. law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the Code, its purchase, holding, and disposition of the New Shares must not constitute or result in a non-exempt violation of any such substantially similar law;

10.7 that if any New Shares offered and sold pursuant to Regulation S are issued in certificated form, then such certificates evidencing ownership will contain a legend substantially to the following effect unless otherwise determined by the Company in accordance with applicable law:

''THE RENEWABLES INFRASTRUCTURE GROUP LIMITED (THE **COMPANY**) HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE **U.S. INVESTMENT COMPANY ACT**). IN ADDITION, THE SECURITIES OF THE COMPANY REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **U.S. SECURITIES ACT**), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. ACCORDINGLY, THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED, EXERCISED OR OTHERWISE TRANSFERRED WITHIN

THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE U.S. SECURITIES ACT OR AN EXEMPTION THEREFROM AND UNDER CIRCUMSTANCES WHICH WILL NOT REQUIRE THE COMPANY TO REGISTER UNDER THE U.S. INVESTMENT COMPANY ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS.

provided, that if any New Shares are being sold pursuant to paragraph 10.9 below, and if the Company is a ''foreign issuer'' within the meaning of Regulation S at the time of sale, any such legend may be removed upon delivery of the certification described in paragraph 10.9 below, and provided further, that, if any New Shares are being sold pursuant to paragraph 10.9 below, the legend may be removed by delivery to the Company of an opinion of counsel of recognised standing in form and substance reasonably satisfactory to the Company, to the effect that such legend is no longer required under applicable requirements of the U.S. Securities Act, U.S. Investment Company Act or state securities laws;

10.8 if in the future the investor decides to offer, sell, transfer, assign or otherwise dispose of the New Shares, it will do so only in compliance with an exemption from the registration requirements of the U.S. Securities Act and under circumstances which will not require the Company to register under the U.S. Investment Company Act. It acknowledges that any sale, transfer, assignment, pledge or other disposal made other than in compliance with such laws and the above stated restrictions will be subject to the compulsory transfer provisions as provided in the Articles;

10.9 if it is a person described in paragraph 10.1 above and, if in the future it decides to offer, resell, pledge or otherwise transfer any of the New Shares, such New Shares may be offered, resold, pledged or otherwise transferred only (i) outside the United States to non-U.S. Persons in an offshore transaction in accordance with Rule 904 of Regulation S (including, for example, an ordinary trade over the London Stock Exchange), provided that the Company is a ''foreign issuer'' within the meaning of Regulation S at the time of sale, upon delivery to the Company of an exit certificate executed by the transferor in a form reasonably satisfactory to the Company, (ii) in a transaction that does not require registration under the U.S. Securities Act or any applicable United States securities laws and regulations or require the Company to register under the U.S. Investment Company Act, subject to delivery to the Company of a U.S. Subscription Agreement executed by the transferee in a form reasonably satisfactory to the Company, or (iii) to the Company;

10.10 it is purchasing the New Shares for its own account or for one or more investment accounts for which it is acting as a fiduciary or agent, in each case for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the New Shares in any manner that would violate the U.S. Securities Act, the U.S. Investment Company Act or any other applicable securities laws;

10.11 it acknowledges that the Company reserves the right to make inquiries of any holder of the New Shares or interests therein at any time as to such person's status under the U.S. federal securities laws and to require any such person that has not satisfied the Company that holding by such person will not violate or require registration under the U.S. securities laws to transfer such New Shares or interests in accordance with the Articles;

10.12 it acknowledges and understands that the Company is required to comply with FATCA and that the Company will follow FATCA's extensive reporting and withholding requirements from their effective date. The investor agrees to furnish any information and documents the Company may from time to time request, including but not limited to information required under FATCA;

10.13 it is entitled to acquire the New Shares under the laws of all relevant jurisdictions which apply to it, it has fully observed all such laws and obtained all governmental and other consents which may be required thereunder and complied with all necessary formalities and it has paid all issue, transfer or other taxes due in connection with its acceptance in any jurisdiction of the New Shares and that it has not taken any action, or omitted to take any action, which may result in the Company, the Investment Manager, the Operations Manager or the Joint Bookrunners, or their respective directors, officers, agents, employees and advisers being in breach of the laws of any jurisdiction in connection with the Placing or its acceptance of participation in the Placing;

10.14 it has received, carefully read and understands the Prospectus, and has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted the Prospectus or any other presentation or offering materials concerning the New Shares to within the United States or to any U.S. Persons, nor will it do any of the foregoing;

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

10.16 the Company, the Investment Manager, the Operations Manager, the Joint Bookrunners and their respective directors, officers, agents, employees, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements.

If any of the representations, warranties, acknowledgments or agreements made by the investor are no longer accurate or have not been complied with, the investor will immediately notify the Company in writing.

**11 Supply and Disclosure of Information**

If either of the Joint Bookrunners, the Company or any of their agents requests any information in connection with a Placee's agreement to subscribe for New Shares under a Placing or to comply with any relevant legislation, such Placee must promptly disclose it to them.

**12 Miscellaneous**

12.1 The rights and remedies of the Joint Bookrunners and the Company under these terms and conditions are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.

12.2 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 a Placing will be sent at the Placee's risk. They may be returned by post to such Placee at the address notified by such Placee.

12.3 Each Placee agrees to be bound by the Articles (as amended from time to time) once the New Shares, which the Placee has agreed to subscribe for pursuant to the Placing, have been acquired by the Placee. The contract to subscribe for New Shares under a Placing and the appointments and authorities mentioned in the Prospectus will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of the Joint Bookrunners and the Company, each Placee irrevocably submits to the jurisdiction of the courts of England and Wales and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum. This does not prevent an action being taken against a Placee in any other jurisdiction.

12.4 In the case of a joint agreement to subscribe for New Shares under a Placing, references to a ''Placee'' in these terms and conditions are to each of the Placees who are a party to that joint agreement and their liability is joint and several.

12.5 The Joint Bookrunners and the Company expressly reserve the right to modify any Placing under the Share Issuance Programme (including, without limitation, their timetable and settlement) at any time before allocations are determined.

12.6 The Share Issuance Programme and each Placing under it is subject to the satisfaction of the conditions contained in the Placing Agreement and the Placing Agreement not having been terminated. Further details of the terms of the Placing Agreement are contained in paragraph 8.1 of Part VII of the Registration Document.

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