This Prospectus has been approved by the Financial Conduct Authority (the "**FCA**") as a prospectus which may be used to offer securities to the public for the purposes of section 85 of the Financial Services and Markets Act (2000) and Directive 2003/7/EC (as amended by Directive 2010/73/EU) (the "**Prospectus Directive**"). 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. John Laing Environmental Assets Group Limited (the "**Company**") has not sought approval to passport this Prospectus under the AIFM Directive, nor has it applied to offer the New Ordinary Shares to investors under the national private placement regime of any EEA State, save for the United Kingdom.

This Prospectus does not constitute an offer to sell, or the solicitation of an offer to subscribe for or buy, New Ordinary Shares in any jurisdiction in which such offer or solicitation is unlawful.

The New Ordinary Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or under any applicable state securities laws 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 US person within the meaning of Regulation S ("**Regulation S**") under the Securities Act. Subject to certain limited exceptions, shareholders and beneficial owners in the United States will not be able to participate in the Issuance Programme.

Relevant clearances have not been, and will not be, obtained from the securities commission (or equivalent) of any province of Australia, Canada, Japan, the Republic of South Africa, New Zealand 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 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 New Ordinary Shares may be offered, sold, renounced, transferred or delivered, directly or indirectly, in Australia, Canada, Japan, the Republic of South Africa, New Zealand or any other Restricted Jurisdiction.

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

Winterflood Securities Limited ("**Winterflood**") is acting exclusively for the Company and is not advising any other person or treating any other person (whether or not a recipient of this Prospectus) as its client in relation to the Issuance Programme or in relation to the matters referred to in this Prospectus and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or for affording advice in relation to the Issuance Programme or any transaction or arrangement referred to in this Prospectus.

Winterflood does not accept any responsibility whatsoever for this Prospectus. Winterflood makes no representation or warranty, express or implied, for the contents of this 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 or the New Ordinary Shares. Winterflood accordingly disclaims to the fullest extent permitted by law all and any 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 Winterflood by FSMA or the regulatory regime established thereunder.

PLEASE CLOSE THE BROWSER WINDOW AND DO NOT CONTINUE READING THE 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 THE PROSPECTUS MAY BE PROHIBITED BY LAW;
- YOU ARE NOT A US PERSON OR OTHERWISE A RESIDENT OF AUSTRALIA, CANADA, JAPAN, THE REPUBLIC OF SOUTH AFRICA, NEW ZEALAND 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, THE REPUBLIC OF SOUTH AFRICA, NEW ZEALAND OR ANY OTHER RESTRICTED JURISDICTION.

JLEN

John Laing Environmental Assets Group Limited

Prospectus
February 2018

John Laing Environmental Assets Group Limited Prospectus February 2018

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the contents of this Prospectus 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.

A copy of this Prospectus, which comprises a prospectus relating to John Laing Environmental Assets Group Limited (the "**Company**"), prepared in accordance with the Prospectus Rules of the Financial Conduct Authority ("**FCA**") made pursuant to section 73A of FSMA, has been delivered to the FCA and has been made available to the public in accordance with Rule 3.2 of the Prospectus Rules. The Company has given written notification to the FCA that it intends to market the New Ordinary Shares in the UK in accordance with section 59(1) of the Alternative Investment Fund Managers Regulations 2013.

This prospectus is being issued in connection with the issue, under the Issuance Programme, of up to 200 million New Ordinary Shares in one or more tranches during the period commencing on 23 February 2018 and ending on 22 February 2019. It is expected that application will be made to the UK Listing Authority for all of the New Ordinary Shares to be issued pursuant to the Issuance Programme to be admitted to the premium segment of the Official List, and to the London Stock Exchange for all such New Ordinary Shares to be admitted to trading on the Main Market. It is expected that Admissions in respect of the Issuance Programme will become effective, and that dealings for normal settlement in New Ordinary Shares issued pursuant to the Issuance Programme will take place, between 23 February 2018 and 22 February 2019. The Issuance Programme will remain open until 22 February 2019. All dealings in New Ordinary Shares prior to the commencement of unconditional dealings will be at the sole risk of the parties concerned.

JOHN LAING ENVIRONMENTAL ASSETS GROUP LIMITED

(incorporated in Guernsey under The Companies (Guernsey) Law, 2008 with registered no. 57682)

Issuance Programme of up to 200 million New Ordinary Shares and Admission to the Official List and trading on the London Stock Exchange's main market for listed securities

Sole Sponsor and Bookrunner

Winterflood Securities Limited

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

The Company and its Directors, whose names appear on page 57 of this Prospectus, accept responsibility for the information contained in this 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 this Prospectus 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 Prospectus and, in particular, the matters set out under the heading "Risk Factors" on pages 19 to 50, when considering an investment in the Company.

Winterflood Securities Limited ("**Winterflood**") is acting exclusively for the Company and is not advising any other person or treating any other person (whether or not a recipient of this Prospectus) as its client in relation to the Issuance Programme or the matters referred to in this Prospectus and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or for affording advice in relation to the Issuance Programme or any transaction or arrangement referred to in this Prospectus. Winterflood is authorised and regulated in the United Kingdom by the FCA.

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 Schemes Rules 2015 (the "**RCIS Rules**") issued by the Guernsey Financial Services Commission (the "**Commission**"). The Commission, in granting registration, has not reviewed this Prospectus but

has relied upon specific warranties provided by Praxis Fund Services Limited, the Company's designated administrator. 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.

Under any Intermediaries Offer made pursuant to the Issuance Programme, New Ordinary Shares may be offered via certain Intermediaries, which will facilitate the participation in that Issue of their respective clients (and any member of the public who wishes to become a client) located in the United Kingdom. The Company consents to the use of this Prospectus in connection with any subsequent resale or final placement of New Ordinary Shares by any Intermediaries which are appointed in respect of any Intermediaries Offer (whose name will appear on the Company's website http://www.jlen.com) from the date on which they are appointed to participate in connection with the subsequent resale or final placement of New Ordinary Shares in connection with that Intermediaries Offer until the closing of the period for the subsequent resale of financial placement of New Ordinary Shares by financial intermediaries in respect of that Intermediaries Offer.

The offer periods within which any subsequent resale or final placement of New Ordinary Shares by Intermediaries may be made, and for which consent for appointed Intermediaries to use this Prospectus is given, shall commence and close on such dates during the period from 23 February 2018 to 22 February 2019 as the Company (in consultation with Winterflood and the Investment Adviser) may, in its discretion, decide. The Final Details of any such offer period shall be announced by way of a publication of a notice through a Regulatory Information Service, and on the Company's website http://www.jlen.com.

Any Intermediary that uses this Prospectus must state on its website that it uses this document in accordance with the Company's consent. Intermediaries are required to provide, at the time of such offer, a copy of this Prospectus (or a hyperlink from which this Prospectus may be obtained), on request, to any investor proposing to participate in the Intermediaries Offer. Any application made by investors to any Intermediary is subject to the terms and conditions which apply to the transaction between that investor and that Intermediary. Information on the terms and conditions of any subsequent resale or final placement of New Ordinary Shares by any Intermediary is to be provided by that Intermediary at the time of the relevant Intermediaries Offer.

The Company accepts responsibility for the information in this Prospectus with respect to any subscriber for New Ordinary Shares pursuant to any subsequent resale or final placement of New Ordinary Shares by any Intermediaries to which consent to use this Prospectus is given.

New information with respect to any Intermediary appointed in respect of any Intermediaries Offer (to the extent unknown at the time of the approval of this Prospectus) will be made available on the Company's website.

The New Ordinary Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any other jurisdiction of the United States. The New Ordinary Shares may not be offered or sold, directly or indirectly, within the United States, or to, or for the account or benefit of, "**US Persons**" (as defined in Regulation S under the Securities Act ("**Regulation S**")). No public offering of the New Ordinary Shares is being made in the United States. The New Ordinary Shares are being offered and sold only outside the United States to non-US Persons in "offshore transactions" within the meaning of, and in reliance on, Regulation S. The Company has not been and will not be registered under the United States Investment Company Act of 1940, as amended (the "**Investment Company Act**") and, as such, investors will not be entitled to the benefits of the Investment Company Act. A US Person that acquires New Ordinary Shares may be required to sell or transfer these New Ordinary Shares to a person qualified to hold New Ordinary Shares or forfeit the New Ordinary Shares if the transfer is not made in a timely manner.

Prospective investors should consider carefully (to the extent relevant to them) the notices to residents of various countries set out on page 183 of this Prospectus.

This Prospectus is dated 23 February 2018.

CONTENTS

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		
A.1	Warning	**This summary should be read as an introduction to this Prospectus.** **Any decision to invest in the securities should be based on consideration of this Prospectus as a whole by the investor.** **Where a claim relating to the information contained in this Prospectus is brought before a court, the plaintiff investor might, under the national legislation of an EU Member State, have to bear the costs of translating this Prospectus before the legal proceedings are initiated.** **Civil liability attaches only to those persons who have tabled this summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus or it does not provide, when read together with the other parts of this Prospectus, key information in order to aid investors when considering whether to invest in such securities.**
A.2	Subsequent resale of securities or final placement of securities through financial intermediaries	The Company consents to the use of this Prospectus by financial intermediaries in connection with the subsequent resale or final placement of New Ordinary Shares by financial intermediaries. The offer periods within which any subsequent resale or final placement of New Ordinary Shares by Intermediaries may be made, and for which consent for appointed Intermediaries to use this Prospectus is given, shall commence and close on such dates during the period from 23 February 2018 to 22 February 2019 as the Company (in consultation with Winterflood and the Investment Adviser) may, in its discretion, decide. The Final Details of any such offer period shall be announced by way of a publication of a notice through a Regulatory Information Service, and on the Company's website http://www.jlen.com. Any Intermediary that uses this Prospectus must state on its website that it uses the Prospectus in accordance with the Company's consent and the conditions attached thereto. An Intermediary may use the Prospectus for the marketing and offer of securities in the UK only. Each Intermediary will be required, on or prior to its appointment, to agree to the Intermediaries Offer Terms and Conditions, which regulate, *inter alia*, the conduct of the Intermediaries in relation to the subsequent resale or final placement of New Ordinary Shares on market standard terms and provide for the payment of commission to any Intermediary that elects to receive commission. Any application made by investors to any Intermediary is subject to the terms and conditions imposed by each Intermediary. **Information on the terms and conditions of any subsequent resale or final placement of New Ordinary Shares by any Intermediary under any Intermediaries Offer is to be provided by that Intermediary at the time of the relevant Intermediaries Offer.**

<table>
<tr><th colspan="3">Section B – Issuer</th></tr>
<tr><td>B.1</td><td>Legal and commercial name</td><td>The issuer's legal and commercial name is John Laing Environmental Assets Group Limited.</td></tr>
<tr><td>B.2</td><td>Domicile and legal form</td><td>The Company was incorporated with limited liability in Guernsey under the Companies (Guernsey) Law, 2008, as amended, on 12 December 2013 with registered number 57682, to be a closed-ended investment company.</td></tr>
<tr><td>B.5</td><td>Group description</td><td>The Company makes its investments via a group structure involving John Laing Environmental Assets Group (UK) Limited, an English limited company and wholly-owned subsidiary of the Company ("UK Holdco") and additional holding companies for certain projects (the Company and UK Holdco together or individually as appropriate the "Fund", and the Company, UK Holdco and any direct or indirect subsidiaries of either of them together the "Group").

The Fund invests in the Current Portfolio, and it is likely that it will invest in any Further Investments, indirectly via a holding structure. The Company invests in equity in, and loan notes issued by, UK Holdco. UK Holdco will use the funds received from the Company to acquire Investment Interests issued in respect of Environmental Infrastructure projects directly or indirectly through intermediate wholly-owned companies and/or other entities. Both the Company and UK Holdco are party to the Investment Advisory Agreement.</td></tr>
<tr><td>B.6</td><td>Notifiable interests</td><td>Insofar as is known to the Company, as at the date of this 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 held</th><th>Percentage held</th></tr>
<tr><td>John Laing Pension Trust Limited</td><td>41,590,000</td><td>10.99%</td></tr>
<tr><td>Newton Investment Management Limited</td><td>36,706,833</td><td>9.70%</td></tr>
<tr><td>Baillie Gifford & Co Limited</td><td>22,700,000</td><td>6.00%</td></tr>
<tr><td>Legal & General Investment Management</td><td>19,493,475</td><td>5.15%</td></tr>
</table>

Those interested, directly or indirectly, in five per cent. or more of the issued share capital of the Company do not now, and will not following the Initial Placing, have different voting rights from other holders of Ordinary Shares in the Company.

The Company is not aware of any person who directly or indirectly, jointly or severally, will exercise or could exercise control over the Company.

As at the date of this Prospectus the Directors and their connected persons hold the following Ordinary Shares in the Company:

<table>
<tr><td>Richard Morse</td><td>83,042 Ordinary Shares</td></tr>
<tr><td>Christopher Legge</td><td>29,896 Ordinary Shares</td></tr>
<tr><td>Peter Neville</td><td>29,896 Ordinary Shares</td></tr>
<tr><td>Denise Mileham</td><td>28,160 Ordinary Shares</td></tr>
<tr><td>Richard Ramsay</td><td>53,813 Ordinary Shares</td></tr>
</table>

The Directors do not intend to subscribe (directly or indirectly) for any New Ordinary Shares under the Initial Placing. The Directors may subscribe for New Ordinary Shares pursuant to one or more other Issues under the Issuance Programme.</td></tr>
</table>

B.7	Key financial information	The selected historical key financial information regarding the Company set out below has been extracted directly from the published annual report and audited accounts of the Company for the period from incorporation on 12 December 2013 to 31 March 2015, for the year ended 31 March 2016 and the year ended March 2017, as well as the unaudited half year report for the six month period ended 30 September 2017. *As at 30 September 2017 (unaudited)* / *As at 31 March 2017* / *As at 31 March 2016* / *As at 31 March 2015* Total assets (£m): 375.9 / 341.1 / 217.7 / 162.7 Total liabilities (£m): (1.20) / (1.01) / (0.80) / (0.80) Net assets (£m): 374.7 / 340.0 / 216.9 / 161.9 Net assets per Ordinary Share (p): 99.0 / 100.1 / 96.7 / 101.2 Earnings per Ordinary Share (p): 1.80 / 9.31 / 3.01 / 5.85 During the period covered by the selected key financial information for the Company from incorporation on 12 December 2013 to 30 September 2017, the significant change to the financial condition and operating results of the Company was that the net assets increased from £1.00 on incorporation to £374.7 million by 30 September 2017. The net asset value as at 30 September 2017 comprises a £375.9 million valuation of the Company's portfolio of Environmental Infrastructure assets, £14.4 million of cash held by the Fund and working capital of £0.2 million, less the outstanding revolving credit debt balance on the Facility of £15.8 million. Save for: (i) the interim dividend of 1.5775 pence per Ordinary Share resulting in a cash distribution of £5.97 million paid on 22 December 2017; (ii) the declaration of an interim dividend of 1.5775 pence per Ordinary Share announced on 23 January 2018 resulting in a cash distribution of £5.97 million paid on 22 February 2018; (iii) the completion of the acquisition of the Llynfi Afan Wind project for a cash consideration of £43.0 million; (iv) the completion of an investment in the Icknield Farm AD project for aggregate consideration of approximately £11.0 million; (v) the draw down of £47.6 million under the Facility to finance the investments described in (iii) and (iv) above; and (vi) the decrease in the (unaudited) NAV per Ordinary Share from 99.0p to 98.5p as of 31 December 2017, there has been no significant change in the financial or trading position of the Group since 30 September 2017, the date to which the unaudited half year report for the six month period to 30 September 2017 has been prepared.
B.8	Key pro forma financial information	Not applicable. This document does not contain any pro forma financial information.
B.9	Profit forecast	Not applicable. The Company has not made any profit forecasts.
B.10	Description of the nature of any qualifications in the audit report on the historical financial information	Not applicable. The audit reports on the historical financial information incorporated by reference into this Prospectus in respect of the Company are not qualified.
B.11	Insufficiency of working capital	Not applicable. The Company is of the opinion that the working capital available to the Group is sufficient for the Group's present requirements, being for at least the next 12 months from the date of this Prospectus.

B.34	Investment policy	**Investment Objective** The Company aims to provide Shareholders with a sustainable dividend, paid quarterly, that increases progressively in line with inflation, and to preserve the capital value of its portfolio on a real basis over the long term through the reinvestment of cash flows not required for the payment of dividends. The Company aims to provide investors with an annual dividend per Ordinary Share, initially of 6.0 pence, that increases progressively in line with inflation from 1 April 2015. The target dividend for the year to 31 March 2018 is 6.31 pence per Ordinary Share.[1] The Company is targeting an IRR of 7.5 to 8.5 per cent. (net of fees and expenses)[2] on the original issue price of 100 pence per Ordinary Share issued at IPO in March 2014, to be achieved over the longer term via active management to enhance the value of the Investment Portfolio, and by the reinvestment of excess cash flow into purchasing further Environmental Infrastructure investments from the John Laing Group and other sources. **Investment Policy** **General** The Company's Investment Policy is to invest in Environmental Infrastructure projects that have the benefit of long-term, predictable, wholly or partially inflation-linked cash flows supported by long-term contracts or stable regulatory frameworks. The Company will invest in Investment Interests in Environmental Infrastructure projects either directly or through holding or other structures that give the Company an investment exposure to Environmental Infrastructure projects. Environmental Infrastructure is defined by the Company as infrastructure projects that utilise natural or waste resources or support more environmentally-friendly approaches to economic activity. This could involve the generation of renewable energy (including solar, wind, hydropower and biomass technologies), the supply and treatment of water, the treatment and processing of waste, and projects that promote energy efficiency. Whilst there are no restrictions on the amount of the Company's assets that may be invested in any individual type of Environmental Infrastructure, the Company will, over the long-term, seek to invest in a spread of investments both geographically and across different types of Environmental Infrastructure in order to achieve a broad spread of risk in the Company's portfolio. The Company will also ensure that its Investment Portfolio comprises a minimum of five Environmental Infrastructure projects at any given time, save that this requirement shall not apply when the Company is being wound up or dissolved. The projects comprising the Current Portfolio are underpinned by well-established technologies, and it is intended that the equipment and systems used by the assets in the Investment Portfolio will not rely substantially on new technology and that they will have a significant track record of use in other projects. On acquisition, the relevant equipment will also have demonstrated operational performance. **Investment Restrictions** With the object of achieving a spread of risk, the Directors have adopted the following investment restrictions. • The substantial majority of projects in the Investment Portfolio by value and number will be operational. It is possible that a limited number of projects that are in construction may be acquired by the Fund (including where the underlying project is part of a wider acquisition of a portfolio of operational post-construction projects). The Fund will not acquire Investment Interests in any project if as a result of such investment, 15 per cent. or more of the Net Asset Value is attributable to projects that are in construction and are not yet fully operational.

1 These are targets only and not profit forecasts. There can be no assurance that these targets will be met or that the Company will make any distributions at all.

2 These are targets only and not profit forecasts. There can be no assurance that these targets will be met or that the Company will make any distributions at all.

		• At least 50 per cent. of the Investment Portfolio (by value) will be based in the UK and the Fund will only invest in projects that are located in OECD countries. Accordingly, the Fund will not acquire Investment Interests in any project if as a result of such investment more than 50 per cent. of the Net Asset Value immediately post-acquisition is attributable to projects that are not based in the UK. • It is the Company's intention that when any new acquisition is made, Investment Interests in any single project acquired will not have an acquisition price (or, if it is an additional interest in an existing investment, the combined value of both the existing interest and the additional interest acquired) greater than 25 per cent. of the Net Asset Value immediately post-acquisition. In no circumstances will a new acquisition exceed a maximum limit of 30 per cent. of the Net Asset Value immediately post-acquisition. **Origination of investments** It is expected that Further Investments will include investments that will be acquired from members of the John Laing Group as well as from parties not connected with the John Laing Group. The Company has established procedures to deal with any potential conflicts of interest that may arise from individuals at the John Laing Group both advising the Directors on the "buy-side" (for the Fund) and acting on the "sell-side" (for any member of the John Laing Group) in relation to any acquisition of projects from the John Laing Group. These procedures include requiring: • The establishment of separate "buy-side" and "sell-side" committees. • The "buy-side" committee to conduct due diligence on the Investment Interests proposed to be purchased which is separate from and independent of any due diligence conducted for the John Laing Group, and for a report on the Fair Market Value of the Investment Interests to be obtained from an independent expert. • The establishment of information barriers between members of the "buy-side" and "sell-side" committees to ensure confidentiality and integrity of commercially sensitive information, and for individuals with economic interests in the Investment Interests to abstain from participating in committee discussions and votes on the relevant projects. The Fund will seek to acquire Further Investments going forward both from the John Laing Group and from the wider market. The Investment Adviser will be subject to the overall supervision of the Board and all decisions on the acquisition of new investments and the disposal of existing investments will be subject to the approval of the Directors, all of whom are independent of the John Laing Group. To the extent that any Director is appointed to the Board in the future who is not independent from the John Laing Group, any such Director will not participate in any decision to acquire investments from or sell investments to any member of the John Laing Group. In view of the procedures and protections set out above and the fact that it is a key part of the Company's Investment Policy to acquire assets from the John Laing Group, the Company will not seek the approval of Shareholders to acquisitions of assets from the John Laing Group in the ordinary course of the Company's Investment Policy. The RCIS Rules require that any arrangements between a relevant person (as defined in the RCIS Rules) and the Company are at least as favourable to the Company as would be any comparable arrangement effected on normal commercial terms negotiated at arm's length between the relevant person and an independent party. The Company has the contractual right of first offer (in accordance with the First Offer Agreement) for relevant Investment Interests in Environmental Infrastructure projects in the UK, Ireland, Sweden and any other country in the European Union or the European Free Trade Association, of which John Laing wishes to dispose and that are consistent with the Company's Investment Policy (other than in respect of disposals to John Laing (or any of its subsidiary undertakings), but excluding any funds managed or advised by

		any member of the John Laing Group). It is envisaged that John Laing Group companies will periodically make available for sale further portfolios of Investment Interests in Environmental Infrastructure projects that have completed construction (although there is no guarantee that this will be the case). Subject to due diligence and agreement on price, the Fund will seek to acquire those projects that fit the investment objective and Investment Policy of the Company. The Fund will also seek out and review acquisition opportunities from outside the John Laing Group that arise and will, where appropriate, carry out the necessary due diligence. **Potential disposal of investments** The Investment Adviser will regularly monitor the valuations of the Investment Portfolio and any secondary market opportunities to dispose of Investment Interests and report to the Directors accordingly. The Directors only intend to dispose of investments where they consider that appropriate value can be realised for the Fund or where they otherwise believe that it is appropriate to do so. Proceeds from the disposal of investments may be reinvested or distributed at the discretion of the Directors. **Cash management policy** Pending reinvestment or distribution of cash receipts, cash received by the Fund will be invested in cash, cash equivalents, near cash instruments, money market instruments and money market funds and cash funds. The Fund may also hold derivative or other financial instruments designed for efficient portfolio management or to hedge interest, inflation or currency rate risks. The Company and any other member of the Group may also lend cash which it holds as part of its cash management policy. **Currency and hedging policy** Where investments are made in currencies other than GBP, the Fund will consider whether to hedge currency risk in accordance with the Fund's currency and hedging policy as determined from time to time by the Directors. Such currency hedging may include the use of foreign currency borrowings to finance foreign currency assets and forward foreign exchange contracts. Interest rate hedging may be carried out to seek to provide protection against increasing costs of servicing debt drawn down by the Fund to finance investments. This may involve the use of interest rate derivatives and similar derivative instruments. Hedging against inflation may also be carried out and this may involve the use of RPI swaps and similar derivative instruments. Currency, interest rate and any inflationary hedging (if carried out) will only be undertaken for the purpose of efficient portfolio management to enhance returns from the portfolio and will not be carried out for speculative purposes. The execution of currency, interest rate and inflationary hedging transactions is at the discretion of the Investment Adviser, subject to the policies set by and the overall supervision of the Directors.
B.35	Borrowing limits	**Fund Level** The Company intends to make use of short-term debt financing to facilitate the acquisition of investments, either by borrowing itself or by permitting UK Holdco to borrow. In either case, such borrowing may be secured against the assets comprising the Investment Portfolio. It is intended that such debt will be repaid periodically by the raising of new equity finance by the Company. The level of such debt is limited to 30 per cent. of the Company's Net Asset Value immediately after the acquisition of any Further Investment. Such debt will not include (and will be subordinate to) any project level gearing, which shall be in addition to any borrowing at Fund level. **Project Level** The Fund may acquire Investment Interests in respect of projects that have non-recourse project finance in place at the Project Entity level. Project finance is well established as a source of funding in all the sectors within the Company's

		Investment Policy, and is particularly relevant to and prevalent among PFI/PPP projects. Gearing levels can approach 85 to 90 per cent. of the Gross Project Value of projects developed under a typical PFI/PPP structure. The Company will therefore approach the issue of project-level debt in a pragmatic manner, assessing each investment opportunity individually in determining the level of gearing (if any) that will remain in place post acquisition by the Fund. In the case of projects developed under a PFI/PPP structure this is expected to mean that there will be no change to the quantum of project level debt. The Company will target aggregate non-recourse financing attributable to Renewable Energy Generation projects not exceeding 65 per cent. of the aggregate Gross Project Value of such projects, although as at the date of this Prospectus the Fund is materially below this level. The Company will target aggregate non-recourse financing attributable to projects structured as PFI/PPP projects not exceeding 85 per cent. of the aggregate Gross Project Value of such projects. The Fund will not invest in any project that would cause the Company to be in breach of the targeted limits if the Directors do not reasonably believe that the relevant target leverage limit can be achieved within six months of the date of investment in that project. It is therefore possible that the Company may exceed the targeted gearing limits set out in this paragraph, but only in circumstances where the Directors reasonably believe that such breach can be cured (by achieving the relevant target leverage limit) within six months of the date of investment in the relevant project. This does not affect the Fund level borrowing limit of 30 per cent. of the Company's Net Asset Value immediately after the acquisition of any Further Investment (as described above).
B.36	Regulatory status	The Company is a closed-ended investment company registered with the Guernsey Financial Services Commission (the "**Commission**") under the RCIS Rules. The Company is not (and is not required to be) regulated or authorised by the FCA but, in common with other investment companies admitted to the Official List, the Company is subject to the Listing Rules and the Disclosure Guidance and Transparency Rules and is bound to comply with applicable law such as the relevant parts of FSMA.
B.37	Typical investor	Typical investors in the Company are UK based asset and wealth managers regulated or authorised by the FCA, other institutional and sophisticated investors and private individuals (some of whom may invest through brokers).
B.38	Investment of 20 per cent. or more in single underlying asset or investment company	Not applicable – no single asset represents more than 20 per cent. of the gross assets of the Company.
B.39	Investment of 40 per cent. or more in single underlying investment company	Not applicable – no single asset represents more than 40 per cent. of the gross assets of the Company.
B.40	Service providers	**Investment Adviser** The Investment Adviser, John Laing Capital Management Limited, has been appointed to provide investment advisory services to the Company and UK Holdco under the terms of an investment advisory agreement. The Investment Advisory Agreement may be terminated by the Company or the Investment Adviser giving to the other one year's written notice of termination at any time after 31 March 2018. The Investment Adviser is entitled to a Base Fee at the annual rate of 1.0 per cent. of that part of the Adjusted Portfolio Value up to and including £500 million and 0.8 per cent. of that part of the Adjusted Portfolio Value in excess of £500 million, together with any applicable VAT. The Base Fee accrues quarterly in arrears as at each Valuation Day, and is calculated by reference to the Adjusted Portfolio Value as at the relevant Valuation Day.

		Administrator Praxis Fund Services Limited provides administrative and company secretarial services to the Company under the terms of an administration agreement. The Administrator is entitled to an annual fee based on the Net Asset Value of the Company which ranges from £65,000 if the Net Asset Value is £250,000,000 or less, to £75,000 if the NAV is greater than £250,000,000 and up to £450,000,000 and £80,000 if the NAV is greater than £450,000,000. The Administrator is also entitled to an annual fee of £500 for its services to the Company in relation to its compliance with FATCA, and additional fees for its services in relation to the Company's reporting obligations under the AIFM Directive. These latter fees are dependent on the number of EEA States in which the Company is required to comply with reporting obligations under the AIFM Directive as a result of its marketing activities, so there is no maximum amount of these fees. **Registrar** Link Market Services (Guernsey) Limited is the registrar to the Company pursuant to a registrar agreement. The Registrar is entitled to a minimum annual registration fee of £10,000 plus annual aggregate fees of £900 for providing various online services. The Registrar also provides quarterly Shareholder analysis services to the Company for an annual fee of £2,600. Additional investor relations reviews will be produced by the Registrar for a fee of £500 per review. Given that any additional 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 or Shareholder voting events occurring each year, there is no maximum amount payable under the Registrar Agreement. Where the Registrar is required to carry out services beyond the scope set out in the Registrar Agreement, additional management time is charged separately on a time-cost basis. **Receiving Agent** Link Asset Services has been appointed as the Company's receiving agent pursuant to the Receiving Agent Agreement. The Receiving Agent is entitled to professional advisory and processing fees of £25,000 in respect of the first Issue involving an Offer for Subscription and/or Intermediaries Offer and £15,000 in respect of the second and each subsequent each Issue involving an Offer for Subscription and/or Intermediaries Offer. **Auditors** Deloitte LLP provides audit services to the Fund. The annual report and accounts are prepared according to accounting standards in line with IFRS. 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. As such, there is no maximum amount payable to the Auditors. **Safekeeping and Depositary** The Company has responsibility for the safekeeping of documents relating to the Company's investment in UK Holdco, and the Investment Adviser has responsibility for the safekeeping of documents relating to UK Holdco's investment in the Project Entities and the Holding Entities. As the Company will not engage a separate depositary, there are no fees payable to a depositary.
B.41	Regulatory status of investment adviser	The Investment Adviser was incorporated in England and Wales on 19 May 2004 under the Companies Act 1985 (registered number 5132286) and has been authorised and regulated in the UK by the FCA (previously the Financial Services Authority) since December 2004. As the Company is categorised as an internally managed non-EEA AIF for the purposes of the AIFM Directive, the Investment Adviser has not sought authorisation under the AIFM Directive, and so does not have the regulatory permissions to act as the AIFM of the Company (or any other AIF).

B.42	Calculation of Net Asset Value	The Investment Adviser produces fair market valuations of the Fund's investments on a quarterly basis as at each calendar quarter, which are presented to the Directors for their approval and adoption. The Administrator (in conjunction with the Investment Adviser) calculates and publishes the unaudited Net Asset Value of the Ordinary Shares on a quarterly basis as at each calendar quarter and these calculations will also be reported to Shareholders in the Company's annual report and interim financial statements. The valuation principles used are based on a discounted cash flow methodology, and adjusted for 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.
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	The Current Portfolio consists of Investment Interests in 24 assets in the wind, solar generation and environmental processing sectors. The Current Portfolio comprises: • six solar PV assets (Amber Solar, Branden Solar, CSGH Solar, Monksham Solar, Pylle Southern Solar and Panther Solar); • 13 onshore wind farm assets (Bilsthorpe Wind, Burton Wold Extension Wind, Carscreugh Wind, Castle Pill Wind, Dungavel Wind, Ferndale Wind, Hall Farm Wind, Le Placis Vert Wind, Llynfi Afan Wind, Moel Moelogan Wind, New Albion Wind, Plouguernevel Wind and Wear Point Wind); • two waste processing assets (D&G Waste and ELWA Waste); • one wastewater treatment asset (Tay Wastewater); and • two anaerobic digestion plants (Vulcan Renewables AD and Icknield Farm AD). The Current Portfolio projects are located in the UK and France and are fully operational. The wind and solar generation projects in the Current Portfolio are supported by stable and well established regulatory frameworks in the UK and France. The waste and wastewater treatment and processing projects in the Current Portfolio were developed under PFI, have operating track records exceeding nine years and benefit from long-term contracts backed by the UK Government. Each of the anaerobic digestion plants in the Current Portfolio has an operational history of over three years, and benefits from revenue streams backed by an established UK regulatory framework.
B.46	Net Asset Value	The unaudited NAV per Ordinary Share as at 31 December 2017 was 98.5 pence.

Section C – Securities		
C.1	Type and class of securities being offered	The Company proposes to raise up to £30 million by way of an Initial Placing of New Ordinary Shares of no par value in the capital of the Company. Following the Initial Placing, the Company intends to issue up to 200 million New Ordinary Shares of no par value in the capital of the Company under the Issuance Programme (less the number of New Ordinary Shares issued under the Initial Placing). The ISIN of the Ordinary Shares is GG00BJL5FH87 and the SEDOL is BJL5FH8.
C.2	Currency of the securities issued	The currency of denomination of the Issuance Programme is Sterling.

C.3	Number of securities issued	As at the date of this Prospectus, the Company's issued share capital is 378,477,029 Ordinary Shares of no par value, which are fully paid. The Company has no partly paid Ordinary Shares in issue. No C Shares are in issue as at the date of this Prospectus.
C.4	Description of the rights attaching to the securities	The holders of Ordinary Shares are entitled to receive, and participate in, any dividends or other distributions paid by the Company out of the profits of the Company attributable to the Ordinary Shares. On a winding up, once the Company has satisfied all of its liabilities, holders of Ordinary Shares are entitled to all the surplus assets of the Company attributable to the Ordinary Shares. Holders of Ordinary Shares are entitled to attend and vote at all general meetings of the Company and, on a poll, to one vote for each Ordinary Share held.
C.5	Restrictions on the free transferability of the securities	The Board may, in its absolute discretion and without giving a reason, decline to transfer, convert or register any transfer of any Share in certificated form or (to the extent permitted by the Guernsey Regulations) uncertificated form which is not fully paid or on which the Company has a lien, provided that this would not prevent dealings in the Share from taking place on an open and proper basis. The Directors may, in their absolute discretion, refuse to register a transfer of any Shares in a limited number of circumstances that would otherwise require the Company and/or the Investment Adviser to be subject to or operate in accordance with certain US Laws or regulations (including ERISA or the Investment Company Act). Subject to the provisions of the Guernsey Regulations, the registration of transfers may be suspended at such times and for such periods (not exceeding 30 days in the aggregate in any one calendar year) as the Board may decide on giving notice in La Gazette Officielle and either generally or in respect of a particular class of Share except that, in respect of any Shares which are participating shares held in a relevant system, the register of members shall not be closed without the consent of the authorised operator of the relevant system.
C.6	Admission	It is expected that applications will be made to the UK Listing Authority for all of the New Ordinary Shares to be issued pursuant to the Issuance Programme to be admitted to the premium segment of the Official List, and to the London Stock Exchange for all such New Ordinary Shares to be admitted to trading on the Main Market. It is expected that Admission in respect of the Initial Placing will become effective, and that dealings in the New Ordinary Shares issued pursuant to the Initial Placing will commence, on 9 March 2018. It is expected that subsequent Admissions in respect of Issues under the Issuance Programme will become effective, and that dealings for normal settlement in New Ordinary Shares issued pursuant to the Issuance Programme will take place, between 23 February 2018 and 22 February 2019.
C.7	Dividend policy	The Company targeted and declared an initial annualised dividend of 6.0 pence per Ordinary Share with respect to the period from IPO to 31 March 2015. The Company aims to increase this dividend progressively in line with inflation[3] and, in line with this target, declared an annual dividend of 6.14 pence per Ordinary Share with respect to the twelve months to 31 March 2017. The Company's financial year end is 31 March. Distributions on the Ordinary Shares are expected to be paid quarterly, normally in respect of the periods to 30 June, 30 September, 31 December and 31 March, and are expected to be made by way of dividends. The Company targets dividends payable in September, December, March and June each year which are equal to the dividend paid in the previous year inflated by the increase in inflation over the year to 31 March in the preceding year.[3] The Company's target full year dividend for the year to 31 March 2017 to 31 March 2018 is 6.31 pence per Ordinary Share.[3]

3 These are targeted amounts only and are not profit forecasts. The Company's ability to declare and make these dividend payments will depend on a number of factors including the Fund's Distributable Cash Flows for the periods concerned and the Directors' assessment of the solvency of the Company at the relevant time. There can be no assurance that these targets will be met or that the Company will make any distributions at all.

Section D – Risks		
D.1, D.2	Key information on the key risks that are specific to the issuer or its industry	**Project risks** • The revenues upon which Project Entities are reliant depend in part on the volume of waste or wastewater processed or energy/gas generated, and thus have some exposure to volume risk. There is a risk that volumes fall below current projections and this may result in a reduction in expected revenues for these Project Entities and thus for the Company. • The Fund's revenues are materially dependent upon the quality and performance of the material and equipment with which the assets relating to each project are constructed and maintained. Problems in the foregoing areas may result in the generation of lower electricity volumes or processing of reduced volumes of waste or wastewater and therefore lower revenues than anticipated. • If a Project Entity is project-financed, the terms accepted by a Project Entity in connection with its senior debt (if any) are normally extensive and detailed. If the terms and covenants are not complied with, there may also be situations in which the Fund would face the loss of a project unless it contributes additional funds to remedy cover ratio or other covenant default. The project level gearing limits contained in the Company's Investment Policy will apply in respect of project-financed Project Entities within the Investment Portfolio. • The development of renewable energy sources in the UK and France relies, in large part, on the national and international regulatory and financial support of such development. If the relevant government reduces or eliminates support mechanisms for the renewable energy sector or delays the implementation of legislation and other efforts geared towards developing this sector, such reduction or delay could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors. • Broad regulatory changes to the electricity or gas markets (such as changes to transmission allocation and energy trading in relation to electricity, or an applicable UNC in relation to gas) in countries where the Fund invests could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors. • The wholesale market price of electricity and gas are volatile and are affected by a variety of factors. Whilst some of the renewable energy projects in the Current Portfolio benefit from fixed price arrangements for a period of time, others have revenue which is in part based on the prevailing wholesale electricity or gas price at the time. • The revenues and expenditure of Project Entities developed under PFI/PPP are frequently partly or wholly index-linked. It is also the case that some regulatory support mechanisms for wind farms, solar PV parks and AD plants feature indexation. The Company's ability to meet targets and its investment objective may be adversely or positively affected by inflation and/or deflation. **Risks associated with Further Investments** The growth of the Fund depends upon the ability of the Board, with the assistance of the Investment Adviser, to identify, select and execute investments. The availability of such opportunities will depend, in part, upon conditions in the international Environmental Infrastructure market and competition for investments, and may be affected by a number of other factors. **Taxation Risks** The Fund structure through which the Company makes investments is based on the current tax law and practice of the UK, France and Guernsey. Such law or practice is subject to change, and any such change may reduce the net return to investors. To the extent that the Fund's investments are outside the UK, it is possible that the Fund will be subject to some amount of foreign

		income, capital gains and/or withholding taxes with respect to such investments. **The vote by the United Kingdom to leave the European Union** The United Kingdom held a referendum on 23 June 2016 in which a majority of voters voted to exit the European Union ("**Brexit**") and, on 29 March 2017, the UK formally notified the European Council of its intention to leave the EU under Article 50 of the Lisbon Treaty. Brexit could adversely affect European and worldwide economic and market conditions and could contribute to instability in global financial and foreign exchange markets, including volatility in the value of Sterling and the Euro (both currencies in which projects within the Current Portfolio are denominated). The Company's ability to raise new capital could be hindered by any heightened market volatility caused by Brexit in the shorter term. Brexit could also adversely affect the operational, regulatory, insurance and tax regime to which the Fund is currently subject. Any of these effects of Brexit, and others that the Directors cannot anticipate at this stage, could adversely affect the Fund's business, financial condition and cash flows. They could also negatively impact the value of the Fund and make accurate valuations of the Ordinary Shares and the Investment Interests comprising the Current Portfolio more difficult.
D.3	Key information on the risks specific to the securities	• If an Existing Shareholder does not subscribe at each Issue for, or is not issued with, such number of New Ordinary Shares as is equal to his or her proportionate ownership of existing Shares, his or her proportionate ownership and voting interests in the Company will be reduced and the percentage that his or her existing Shares will represent of the total share capital of the Company will be reduced accordingly following completion of each Issue. • The past performance of the Current Portfolio and other investments owned, managed, monitored or advised by the Investment Adviser, the John Laing Group or their respective associates may not be a reliable indication of the future performance of the investments to be acquired by the Fund. • The value of an investment in the Company is subject to normal market fluctuations and other risks inherent in investing in securities, and there is no assurance that any appreciation in the value of the New Ordinary Shares will occur or that the investment objective of the Company will be achieved. • Future distributions by the Company, including potential growth therein, and prospects for the Company's underlying Net Asset Value, are based on assumptions, which are not profit forecasts and cannot be committed to or guaranteed. • Any change 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. • The success of the Fund will depend upon the expertise of the Company and the Directors in formulating and implementing the investment strategy of the Fund, and of the Investment Adviser in advising the Company, UK Holdco and the Directors on identifying, selecting, managing and developing appropriate investments. There is no certainty that key investment professionals currently working for the Investment Adviser will continue to work for the Investment Adviser, that the Investment Adviser will continue as the Investment Adviser throughout the life of the Company, or that the membership of the Board will not change during the life of the Company. The impact of a departure of a Director or key Investment Adviser personnel on the ability of the Company to achieve its investment objective cannot be determined.

Section E – Offer		
E.1	Net proceeds and costs of the Issuance Programme	The Company is proposing an initial capital raising of £30 million by way of an Initial Placing of New Ordinary Shares. Following the Initial Placing, the Company will have the ability to issue up to 200 million New Ordinary Shares under the Issuance Programme (less the number of New Ordinary Shares issued under the Initial Placing). The number of New Ordinary Shares which will issued in the Initial Placing, and the price at which those New Ordinary Shares will be issued, will be determined between the Company, the Investment Adviser and Winterflood, following a bookbuild process. The price at which New Ordinary Shares will be issued in the Initial Placing will be at a premium to the Company's Net Asset Value per Ordinary Share, at least sufficient to cover the costs of the Initial Placing (the "**Issue Price**"). The Issue Price, together with the number of New Ordinary Shares to be issued, will be announced by the Company shortly after the closing of the bookbuild. The net proceeds of the Issuance Programme, are dependent on: (i) the aggregate number of New Ordinary Shares issued pursuant to the Issuance Programme; (ii) the price at which such New Ordinary Shares are issued; (iii) the number of New Ordinary Shares issued pursuant to each separate Issue under the Issuance Programme; and (iv) whether the relevant Issue is carried out by way of an Offer for Subscription, Placing or an Intermediaries Offer. However, assuming that the maximum number of New Ordinary Shares available under the Issuance Programme are issued, and assuming an Issuance Programme Price of 100.5 pence per New Ordinary Share, it is expected that the Company would raise gross proceeds of £200.9 million from the Issuance Programme (inclusive of the estimated gross proceeds of the Initial Placing). The net proceeds of the Issuance Programme after deducting expected expenses of approximately £3.1 million (inclusive of the expected expenses of the Initial Placing, and based on the Company's expected issuance profile for the Issuance Programme), would be approximately £197.8 million (inclusive of the estimated net proceeds of the Initial Placing). Assuming that the size of the Initial Placing is £30 million, it is expected that the Company will receive net Initial Placing proceeds of approximately £29.6 million after deduction of Initial Placing costs of approximately £0.4 million. The costs of the Initial Placing will not be charged directly to Shareholders but will be taken into account in calculating the Issue Price. The costs of the Issuance Programme will be incorporated in the Issuance Programme Price and will therefore be borne indirectly by Shareholders participating in the Issuance Programme.
E.2a	Reason for offer and use of proceeds	The net proceeds of the Initial Placing will be used to repay amounts drawn under the Facility in readiness for further acquisitions from an identified pipeline of attractive opportunities on which the Company wishes to capitalise in the short-term. Following the Initial Placing, the net proceeds of any Issues undertaken pursuant to the Issuance Programme will be used to repay amounts drawn under the Facility and/or to fund acquisition opportunities in accordance with the Company's Investment Policy, subject to the circumstances at the time of each Issue.
E.3	Terms and conditions of the offer	*The Initial Placing* The Company is proposing to raise £30 million by way of an Initial Placing to certain institutional and sophisticated investors, to be undertaken by way of a bookbuilding process. The issue price per New Ordinary Share will be the Issue Price agreed between the Company, the Investment Adviser and Winterflood following the close of the bookbuild. The Initial Placing is conditional upon, *inter alia*: • the passing of the Pre-emption Resolution and/or any further Shareholder authority required in respect of the relevant allotment and issue being in place;

		• Admission of the New Ordinary Shares becoming effective by not later than 8.00 a.m. (London time) on 9 March 2018 (or such later time and/or date as the Company and Winterflood may agree in accordance with the Placing Agreement); and • the Placing Agreement becoming otherwise unconditional in all respects and not being terminated in accordance with its terms before Admission becomes effective. If these Initial Placing conditions are not met, unless, where applicable, they are waived, the Initial Placing will not proceed. The Initial Placing is not being underwritten. The Company reserves the right to reduce or increase the amount to be raised pursuant to the Initial Placing, save that the maximum size of the Initial Placing will not exceed the amount of the outstanding balance on the Facility as at the closing of the bookbuild in relation to the Initial Placing. *The Issuance Programme* The Directors intend to implement the Issuance Programme to enable the Company to raise additional capital in the period from 23 February 2018 to 22 February 2019. Following the Initial Placing, the Company proposes to issue up to 200 million New Ordinary Shares under the Issuance Programme (less the number of New Ordinary Shares issued under the Initial Placing) at the applicable Issuance Programme Price. Each Issue pursuant to the Issuance Programme is conditional upon, *inter alia*: • the passing of the Pre-emption Resolution and/or any further Shareholder authority required in respect of the relevant allotment and issue being in place; • the applicable Issuance Programme Price being not less than the Net Asset Value per Ordinary Share plus any premium agreed by the Company and Winterflood to reflect, *inter alia*, the costs and expenses of the relevant Issue; • Admission of the New Ordinary Shares issued pursuant to each Issue at such time and on such date as the Company and Winterflood may agree prior to the closing of that Issue, being not later than 22 February 2019; and • the Placing Agreement not being terminated in accordance with its terms and the relevant Issue becoming unconditional, in each case in accordance with the terms of the Placing Agreement and prior to closing of the relevant Issue. If any of these conditions are not met in respect of any Issue under the Issuance Programme, the relevant issue of New Ordinary Shares will not proceed. No Issue under the Issuance Programme is or will be underwritten. Any subscriptions or applications under any Issue pursuant to the Issuance Programme will be subject to the full terms and conditions that are set out at the end of this Prospectus.
E.4	Material interests	Not applicable. No interest is material to the Issuance Programme.
E.5	Name of person selling securities/lock up agreements	Not applicable. No person or entity is offering to sell the New Ordinary Shares (other than the Company). There are no lock-up agreements in respect of the Company's Shares in force as at the date of this Prospectus.
E.6	Dilution	Assuming the Pre-emption Resolution is passed at the Extraordinary General Meeting, the pre-emption rights under the Articles ordinarily applicable to an issue of New Ordinary Shares will be disapplied for the purposes of the Issuance Programme. If an Existing Shareholder does not subscribe at each Issue for, or is not issued with, such number of New Ordinary Shares as is equal to his or her proportionate ownership of existing Shares, his or her proportionate ownership and voting interests in the Company will be reduced and the percentage that his or her existing Shares will represent of the total share capital of the Company will be reduced accordingly following completion of each Issue.

		If the Pre-emption Resolution is passed and the Issuance Programme meets its maximum size of 200 million New Ordinary Shares, the share capital of the Company in issue at the date of this Prospectus would, following the Issuance Programme, be increased by 52.8 per cent. as a result of the Issuance Programme. On this basis, were an Existing Shareholder not to acquire any New Ordinary Shares, his or her proportionate economic interest in the Company would be diluted by 34.6 per cent.
E.7	Expenses charged to the investor	The net proceeds of the Issuance Programme, are dependent on: (i) the aggregate number of New Ordinary Shares issued pursuant to the Issuance Programme; (ii) the price at which such New Ordinary Shares are issued; (iii) the number of New Ordinary Shares issued pursuant to each separate Issue under the Issuance Programme; and (iv) whether the relevant Issue is carried out by way of an Offer for Subscription, Placing or an Intermediaries Offer. However, assuming that the maximum number of New Ordinary Shares available under the Issuance Programme are issued, and assuming an Issuance Programme Price of 100.5 pence per New Ordinary Share, it is expected that the Company would raise gross proceeds of £200.9 million from the Issuance Programme (inclusive of the estimated gross proceeds of the Initial Placing). The net proceeds of the Issuance Programme after deducting expected expenses of approximately £3.1 million (inclusive of the expected expenses of the Initial Placing, and based on the Company's expected issuance profile for the Issuance Programme), would be approximately £197.8 million (inclusive of the estimated net proceeds of the Initial Placing). Assuming that the size of the Initial Placing is £30 million, it is expected that the Company will receive net Initial Placing proceeds of approximately £29.6 million after deduction of Initial Placing costs of approximately £0.4 million. The costs of the Initial Placing will not be charged directly to Shareholders but will be taken into account in calculating the Issue Price. The costs of the Issuance Programme will be incorporated in the Issuance Programme Price and will therefore be borne indirectly by Shareholders participating in the Issuance Programme. Any expenses incurred by any Intermediary are for its own account. Investors should confirm separately with any Intermediary whether there are any commissions, fees or expenses that will be applied by such Intermediary in connection with any application made through that Intermediary pursuant to any Intermediaries Offer.

RISK FACTORS

Investment in the Company carries a high degree of risk, including but not limited to the risks in relation to the Fund and the New Ordinary Shares referred to below. The risks referred to below are the risks which are considered to be material but are not the only risks relating to the Fund and the New Ordinary Shares. There may be additional material risks that the Company and the Directors do not currently consider to be material or of which the Company and the Directors are not currently aware. Potential investors should review this Prospectus carefully and in its entirety and consult with their professional advisers before acquiring any New Ordinary Shares. If any of the risks referred to in this Prospectus were to occur, the financial position, results of operations and business prospects of the Fund could be materially adversely affected. If that were to occur, the trading price of the New Ordinary Shares and/or their Net Asset Value and/or the level of dividends or distributions (if any) received from the New Ordinary Shares could decline significantly and investors could lose all or part of their investment.

Prospective investors should note that the risks relating to the Fund, its industry and the New Ordinary Shares summarised in the section of this Prospectus headed "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 Ordinary Shares. However, as the risks which the Fund faces relate to events and depend on circumstances that may or may not occur in the future, prospective investors should consider not only the information on the key risks summarised in the section of this document headed "Summary" but also, among other things, the risks and uncertainties described below.

There are a number of risks associated with an investment in the Fund, its industry and the New Ordinary Shares, as set out below. The risk factors described below are divided into the following categories: (i) project risks (on pages 19 to 37); (ii) risks associated with Further Investments (on pages 38 to 40); (iii) general risks associated with investing in the Company (on pages 40 to 48); and (iv) taxation risks (on pages 48 to 50).

Within each category, the risk factors considered to be of the greatest or most immediate significance are prominent at the beginning of each section. Prospective investors should be aware, however, that were any of the risks listed towards the end of each section to materialise, the potential adverse impact on the Company's financial position, results of operations, business prospects and returns to investors could be significant (notwithstanding that the Company and the Directors currently consider the risk factors listed at the beginning of each category to be those of the greatest or most immediate significance).

PROJECT RISKS

VOLUME RISK

The revenues upon which Project Entities are reliant depend in part on the volume of waste or wastewater processed or the amount of energy generated, and thus have some exposure to volume risk. There is a risk that volumes fall below current projections and this may result in a reduction in expected revenues for these Project Entities.

Wind and solar volume risk

The revenue from a wind farm or a solar photovoltaic ("**PV**") park is dependent on the meteorological conditions at the particular site. Accordingly, the Fund's revenues will be dependent upon the meteorological conditions at the wind farms and solar PV parks invested in by the Fund. Meteorological conditions at any site can vary across seasons and time. Variations in meteorological conditions occur as a result of fluctuations in the levels of wind and sunlight on a daily, monthly and seasonal basis, and over the long term as a result of more general changes or trends in climate.

In particular, wind speeds are known to experience, at times, substantial variance on a daily, monthly or seasonal basis. For example, average wind speeds in 2015, which were the highest in the UK for the preceding 15 years, were more than 10 per cent. higher than wind speeds in 2016. Wind speeds were particularly low for the months of November and December 2016 when compared to 2015, with November's wind speeds 3.4 knots lower and December's 4.6 knots lower. A sustained decline in wind conditions at any of the Fund's sites could lead to a reduction in the volume of energy which the wind farms invested in by the Fund produce which, in turn, could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

While historical statistical evidence suggests that variance in annual solar irradiation is relatively low compared to wind, 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 Fund's solar PV park investments may be located. Such changes could lead to a reduction in the electricity generated which could have a material adverse effect on the Fund'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 constructed in the vicinity of a wind farm or solar PV park, including other wind farms, forestry or nearby buildings. Unforeseen obstructions affecting wind or sunlight could have a material adverse effect on revenues from individual projects which in turn could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Meteorological conditions in different areas of the UK can be correlated and weather patterns sitting across the whole of the UK are likely to have an influence on revenues generated by wind farms and solar PV parks across the whole of the UK. Given that 17 of the 19 wind and solar assets within the Current Portfolio are located in the UK, a reduction in revenues across the UK could have a disproportionate impact on the Fund's financial position, results of operations, business prospects and returns to investors.

The two French wind assets are located in the same region in Brittany, North Western France. Whilst similar comments apply as those above for UK assets, as the French wind farms account for approximately one per cent. of the value of the Current Portfolio as at the date of this Prospectus, a reduction in revenues would have a less significant impact on the Fund's financial position, results of operations, business prospects and returns to investors.

Forecasting of meteorological conditions

No one can guarantee the accuracy of the forecast wind or solar irradiation 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 from such data.

Production data from the Current Portfolio since commencement of operations has been made available to the Board, the Investment Adviser and the Company's technical advisers to review. Production data will also be made available for review by the Board, the Investment Adviser and the Company's technical advisers before Further Investments are made. Such production data should inform the Board, the Investment Adviser and the Company's technical advisers about how the wind farms and solar PV parks concerned actually perform and the electricity that is generated given a range of meteorological conditions. Solar irradiance in the UK is strongest in the south of England, where the majority of the solar PV park projects in the Current Portfolio are located, and some of the highest average wind speeds are found in the UK (particularly in the north) and in northern France, where the wind projects in the Current Portfolio are located.

However, if meteorological conditions are poorer than forecasts or the conclusions drawn from production data for the Fund's portfolio of projects by way of negative variance, resulting in the generation of lower electricity volumes and lower revenues than anticipated, this could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Anaerobic digestion volume and digestate risk

The revenue from anaerobic digestion plants (including the Vulcan Renewables and Icknield AD projects) is typically dependent on the amount of biogas produced, which is then either upgraded to biomethane and exported to the gas grid, converted to electricity via a CHP unit installed at the relevant site and/or exported to the electrical grid. The amount of biogas produced by any anaerobic digestion plant is dependent on the amount and quality of available biomass feedstock (for example animal manures and slurries, crop residues and food waste and/or purpose grown crops such as maize).

A sustained decline or interruption in the availability of biomass feedstock (or a decline in the quality of feedstock available) in respect of any anaerobic digestion assets in the Fund's portfolio of investments could lead to a reduction in the volume of biogas produced, exported and/or upgraded by that asset, which, in turn, could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Digestate is the indigestible material left over after the anaerobic digestion of feedstock. Digestate left over from the AD process must be removed, and, depending on the type of the digestate byproduct produced (as well as local conditions and proximity to farm land) it may be possible to generate an additional income stream to the project by selling it. More commonly, however, disposal of digestate carries an associated cost. A sustained decline or interruption in the availability of digestate offtake from a particular site constitutes a risk to any AD plant and could, if prolonged, lead to a reduction of feedstock intake and a consequent reduction of biogas production, and/or increased cost of digestate disposal at the affected plant.

As a result of the inherent variability in the volumes produced by anaerobic digestion plants, there can be no guarantee of the accuracy of the projections used to predict the financial performance of the Fund's investments in such assets. There is a risk that volumes deviate adversely from projections, which may result in a reduction in expected revenues for the affected investments. Notwithstanding mitigating factors to volume and digestate risk, including the implementation of suitable contractual arrangements, the projections and actual volumes for any anaerobic digestion plants in which the Company invests cannot be certain, and may change in such a way in the future as to have a material adverse effect on the Company's financial position, results of operations, business prospects and returns to investors.

Waste and wastewater volume risk

It is common for waste and wastewater projects procured under the Private Finance Initiative procurement model ("**PFI**") or under the Public Private Partnership procurement model ("**PPP**") to have payment mechanisms where the level of revenue earned by the relevant Project Entity is determined by the volume of waste or wastewater received or processed at the Project Entity's facilities, as the case may be. The greater the level of variability in revenues as a result of differing levels of waste or wastewater, the greater the volume risk is considered to be.

It is also common for the payment mechanisms in waste and wastewater PFI/PPP projects to incorporate features to mitigate volume risk to some extent. These include the use of "tariff bands", where the revenue earned per unit of material treated changes as successive volume thresholds are exceeded, with lower volume bands typically more highly remunerated per unit than higher volume bands to ensure that proportionately more revenue is earned at lower volumes; and "take or pay" arrangements where the relevant Public Sector Client is obligated to pay for a given level of volume regardless of whether it has that much material that requires treatment. It is also common for the payment mechanism between a Project Entity and a Public Sector Client in a waste or wastewater PFI/PPP project to be mirrored in the payment mechanism between the Project Entity and the operating subcontractor, such that it is the operating subcontractor that ultimately takes substantially all of the volume risk of the project.

In the Current Portfolio, the East London Waste Authority Waste ("**ELWA Waste**") and Dumfries and Galloway Waste ("**D&G Waste**") projects each benefit from "take or pay" arrangements that provide a base level of revenue regardless of the tonnage of waste that the respective Public Sector Clients deliver. Whilst revenue is linked to tonnages processed (against banded prices per tonne), this is underpinned by a guaranteed minimum tonnage under the Project Agreement. In relation to ELWA Waste, the relevant Project Entity's costs and margin are covered from revenues relating to tonnage up to 400,000. The guaranteed minimum tonnage is set at 350,000 tonnes and waste flows have not fallen below 400,000 tonnes per annum since the project has been operational. In the case of the D&G Waste project, there is a guaranteed minimum payment based on 89 per cent. of modelled tonnage levels up to and including the contract year ending 2025 and 80 per cent. of modelled tonnage levels thereafter. Actual waste tonnage on the D&G Waste project is currently below the "take or pay" level, so the Company believes that the Project Entity should not face further downside volume risk in the event that actual waste tonnage reduces further.

The Tay Wastewater project benefits from "tariff bands" such that the majority (over 90 per cent.) of revenues are earned in the first band. Based on historical performance the Company believes that the volume of wastewater treated will exceed the first band under likely scenarios.

Notwithstanding the mitigants to volume risk described above, the volume of waste and wastewater for the ELWA Waste and D&G Waste projects, and the Tay Wastewater project respectively are not certain and may change in such a way in the future as to have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

OPERATIONAL RISK

Operational elements of the projects

The Fund's revenues are materially dependent upon the quality and performance of the material and equipment with which the assets relating to each project in the Investment Portfolio are constructed and maintained, the comprehensiveness of the operational and management contracts entered into in respect of each project within the Investment Portfolio, and the operational performance, efficiency and life-span of the equipment and components used in the Environmental Infrastructure projects. Problems in the foregoing areas (such as 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 component and the availability of any damaged or defective equipment or component which needs replacing together with civil engineering works) may result in the generation of lower electricity volumes, processing of reduced volumes of waste or wastewater or the production or upgrading of reduced levels of biogas, leading to lower revenues than anticipated, which could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

In addition, there is a risk that third-party operators of the Environmental Infrastructure projects may fail to operate the assets within the design specifications or otherwise cause operator errors.

It is intended that the equipment and systems used by the assets in the Investment Portfolio will not rely substantially on new technology and that they will have a significant track record of use in other projects. On acquisition, the relevant equipment will also have demonstrated operational performance. Even so, components can fail and repair or replacement costs, in addition to the costs of lost production of energy or processing capacity, can be significant.

Furthermore, 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 Fund will bear, where economic to do so, the cost of repair or replacement of that equipment. Increased costs relating to repair or replacement, together with other losses set out above, could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors. In addition, the timing of any payments under warranties and performance guarantees may result in delays in cash flow.

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 and 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 solar PV panel to become altered and less able to capture irradiation effectively. Whilst the solar PV panels used in the solar projects within the Current Portfolio come with a 25 year performance warranty, the reliability of a solar PV panel is not addressed by the IEC design standard for solar PV panels (IEC 61215).

Lifecycle costs

During the life of an investment, components of the assets relating to the project will need (*inter alia*) to be replaced or undergo a major refurbishment. The timing and costs of such replacements or refurbishments is typically forecast based upon manufacturers' data and warranties and specialist advisers will usually be engaged by Project Entities to assist in such forecasting of lifecycle timings and costs and in the technical analysis of the build quality and asset life for all components of the assets in the Investment Portfolio. However, shorter than anticipated asset lifespans or costs or inflation higher than forecast may result in lifecycle costs being higher than anticipated. Conversely, longer lifespans

and lower than forecast cost inflation may result in lifecycle costs being less than anticipated. Given that Environmental Infrastructure is a relatively new investment class (the majority of Environmental Infrastructure investments have been made in the UK market since the late 1990s), there is limited experience of forecasting lifecycle timings and costs in respect of certain components of Environmental Infrastructure assets. Any cost implication, not otherwise borne by or able to be passed on to subcontractors, will generally be borne by the affected Project Entities and, therefore, ultimately the Fund, which could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Risks associated with subcontractors and other counterparties

Termination of subcontractors

The contracts governing the operation and maintenance of Environmental Infrastructure assets are generally negotiated and executed at the same time as the construction documents in respect of such assets. The operation and maintenance contracts typically have a duration of the concession term for environmental processing PFI/PPP projects, and 5 to 15 years for renewable energy projects. If there is a subcontractor service failure which is sufficiently serious to cause a Project Entity to terminate a subcontract, or insolvency in respect of a subcontractor, or (in the case of PFI/PPP projects) a Public Sector Client requires a Project Entity to terminate a subcontract, there may be a loss of revenue during the time taken to find a replacement subcontractor, which could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors. Counterparties within some of the sectors in which the Fund operates are limited and the Company may not be able to engage suitable replacements or suitably diversify those counterparties it engages. Furthermore, for projects with project financing arrangements, the relevant Project Entity may require lender approval prior to the engaging of any replacement counterparties, which will limit further the number of acceptable replacement contractors.

In addition, the replacement subcontractor may levy a surcharge to assume the subcontract or charge more to provide the services. 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 (either directly or through lower levels of, or no, contractual compensation for poor availability) or more risk for the Project Entity. There will also be costs associated with the re-tender process. Despite sureties such as parent company guarantees and third party bonds, these may not be recoverable from the defaulting subcontractor. In the event that such costs substantially increase over and above those currently assumed it could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Capacity of subcontractors

Each Project Entity is dependent upon subcontractors for the performance of the projects. The Fund's investment in Environmental Infrastructure projects could be adversely affected if the subcontractors on the project in question do not have sufficient capacity to deliver the relevant services. In addition, if a subcontractor's work were not of the requisite quality, this could have a material adverse effect on projects in which the Fund is invested and might not only have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors, but could also adversely affect the Fund's reputation.

Concentration of subcontractors

It is customary to develop a relationship with certain subcontractors over time (for example, due to the quality of their work) and therefore favour the use of certain subcontractors over others. In some instances in respect of the Current Portfolio, a single subcontractor is responsible for providing services to various Project Entities in which the Fund invests. In such instances, the default or insolvency of such single subcontractor could adversely affect a number of the Fund's investments, which in turn could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors. Part 3 of this Prospectus contains details of relevant contractors in respect of the Current Portfolio.

The Fund may acquire Further Investments, including established portfolios of investments in Project Entities. Those Project Entities may already have appointed subcontractors for the duration of their concessions. Although the Fund will aim to avoid an excessive reliance on any single subcontractor,

and will have regard to this concern when making Further Investments, there may be some degree of risk in this respect in relation to the Current Portfolio or across the Fund's future expanded total portfolio.

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 project either underperforming or becoming impaired in value 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 these circumstances, to the extent it is unable to set off the liability against service fees, a Project Entity will not be compensated for any reductions in payments and/or claims made by the relevant Public Sector Client or other counterparty in question which it suffers as a result of the subcontractor's service failure. Any losses suffered by a Project Entity in these circumstances could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Project Entity employees

It is possible, although not typical, for a Project Entity to have its own employees. While none of the Project Entities within the Current Portfolio has its own employees, if a Project Entity were to have its own employees it may be exposed to potential employer/pension liabilities under applicable legislation and regulations, which could have adverse consequences for the Project Entity, and could consequently have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Exceeded liability limits

Where Project Entities have entered into subcontracts, the subcontractors' liabilities to a Project Entity for the risks they have assumed will typically be subject to financial caps and it is possible that these caps may be reached in certain circumstances. Any loss or expense in excess of such a cap would be borne by the Project Entity unless covered by insurance. In certain circumstances, the shareholders in the Project Entity may decide to contribute additional equity to fund such loss and expense, which could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

General counterparty risk

In today's economic climate, credit risk is considered by the Company to be of high importance. This relates to all parties within the Fund's value chain, from subcontractor to senior lender and power purchaser and even to Public Sector Clients (in particular, it cannot be assumed that central government will in all cases assume liability for the obligations of quasi-government agencies in the absence of a specific guarantee, or that central governments will themselves never default on their obligations). The Fund will take reasonable steps to conduct adequate due diligence in respect of such counterparties, however such counterparties may fail to perform their obligations in the manner anticipated by the Fund. This may result in unexpected costs or a reduction in expected revenues for the Fund, which in turn could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

The institutions with which the Fund and the Project Entities will do business, or to which securities will be entrusted (including banks, local authorities, insurance companies, property owners or tenants who are leasing space to the Project Entities for the locating of the assets, or the off-takers of energy supplied) may encounter financial difficulties that impair the Fund and/or the Project Entities' operational capabilities or capital position. Such impairment could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Construction risk

As at the date of this Prospectus, all of the Project Entities comprising the Current Portfolio are fully operational, but the Fund may in future acquire Project Entities which have not completed the construction phases, subject to the limits described in the section entitled "Investment Policy" in Part 1 of this Prospectus. During the construction period of a project, there are risks that either the works are

not completed within the agreed timeframe or construction costs overrun. 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 will be passed on by the Project Entities contractually to the relevant subcontractor, there is some risk that the anticipated returns of the Project Entities will be adversely affected. Projects are sometimes required to carry out variations which involve construction works. Such variations may affect anticipated returns, even though they are often structured to ring fence construction risks. Any adverse effect on the anticipated returns of the Project Entities as a result of construction risks could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Construction defects

Project Entities typically subcontract design and construction activities in respect of projects. The subcontractors responsible for the construction of an asset within the Investment Portfolio will normally retain liability in respect of design, construction and operating defects in the asset for a statutory period (which varies between countries and the type of asset) following the construction of the asset, subject to liability caps. In addition to this financial liability, the construction subcontractor will also often have agreed an obligation to return to site in order to carry out any remedial works required for a pre-agreed period. There is a risk, however, that the construction subcontractor will be successful in rejecting liability for a claimed defect. Where this is the case, or where any defects arise after the expiry of contractual limitation periods, the Project Entity will not normally have recourse to any third party. Accordingly, in such circumstances, the Project Entity would have to bear such losses or meet such costs itself, which would be likely to reduce the Fund's returns from such Project Entity and, ultimately, could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Insurance costs and availability

A Project Entity will usually be responsible for maintaining insurance cover for, amongst other things, the project's generating or processing assets, buildings, other capital assets, contents and third party risks (for example arising from damage to property). Typically, the Project Entity takes the risk that the cost of maintaining the insurance may be greater or less than expected and that in some circumstances it may not be able to obtain the necessary insurance. In most PFI/PPP projects this risk is shared with the relevant Public Sector Client.

Certain risks may be uninsurable in the insurance market or subject to an excess or exclusions of general events (for example the effect of war) and 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, theft, fire, terrorist acts, political actions, vandalism or legal action brought by third parties (including claims for personal injury or loss of life to personnel). In such cases the risks of such events will rest with the Project Entity.

If insurance premium levels increase, the Fund 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. In some cases, insurers will require the insured party to undertake risk mitigation works at its own cost in order to be eligible for cover (e.g. installation of fire prevention systems in order to obtain cover for property damage/business interruption resulting from fire). An increase in insurance premium cost or costs associated with risk mitigation could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

In the case of PFI/PPP projects, where insurance is not obtainable, the Project Agreement usually provides that the Public Sector Client in relation to a project may, in certain circumstances, arrange to insure the relevant risks itself (this protection is not generally available for generation assets). If a risk then subsequently occurs, the relevant Public Sector Client can typically choose whether to let the Project Agreement continue, and pay to the Project Entity an amount equal to the insurance proceeds which would have been payable had the insurance been available (excluding in certain cases amounts which would have been payable in respect of Investment Interests), or terminate the Project Agreement and pay compensation on the basis of termination for force majeure (see below under "Termination of Project Agreements for PFI/PPP projects"). In this circumstance the net asset value of the investment will be materially and adversely affected, and this could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Theft and other adverse actions

The equipment or components used in Environmental Infrastructure projects may be subject to theft. If the assets within the Investment Portfolio do become targeted by theft, terrorist or other political actions, they may, for an indefinite period of time, be unable to generate further electricity, produce or upgrade further biogas or process waste or wastewater and/or their value may be adversely affected, in turn, heightening any potential loss from third-party claims against the Fund for such failures.

Natural disasters, severe weather, accidents or other events outside the Fund's control could damage the assets within the Investment Portfolio, which could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors. Earthquakes, lightning strikes, tornadoes, extreme winds, severe storms, fire, floods, wildfires and other unfavourable weather conditions or natural disasters may damage, or require the shutdown of, solar PV panels, wind turbines, anaerobic digestion plant, waste or wastewater treatment equipment or related components or facilities. Events such as war, civil war, riot or armed conflict, radioactive, chemical or biological contamination and pressure waves may have a variety of adverse consequences for the Fund, including damage or destruction of property owned or used by Project Entities, inability to use one or more such properties for their intended uses for an extended period, and injury or loss of life and litigation related thereto. All such events could decrease electricity or biogas production or waste or wastewater processing 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 Fund's revenues, which could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors. Extremely high wind speeds and extremely high rainfall do not benefit wind farms and wastewater facilities respectively. In the case of wind speeds beyond the tolerance of the wind turbine, the turbine will cease to turn in order to prevent damage, resulting in no electricity generation. In the case of extreme rainfall, inflows beyond the wastewater facility's capacity often bypass the facility via overflows and thus no incremental revenue for this flow is earned, although revenue is earned on all flows up to capacity.

Environmental liabilities

To the extent there are environmental liabilities arising in the future in relation to any sites owned or used by a Project Entity including, but not limited to, clean-up and remediation liabilities, such Project Entity may, subject to its contractual arrangements, be required to contribute financially towards any such liabilities. In certain circumstances, and depending on the extent to which the Fund has knowledge of, or is otherwise held indirectly responsible for, a relevant environmental liability the Fund itself could be made liable for a breach of environmental law by a Project Entity. The level of any contribution required from the Fund may not be restricted by the value of the sites or by the value of the Fund's total investment in the Project Entity.

The operation of environmental processing plants and the development of any man-made structures may cause environmental hazards or nuisances to their local human populations, flora and fauna and nature generally. The Company cannot guarantee that its Environmental Infrastructure assets will not be considered a source of nuisance, pollution or other environmental harm, or that claims will not be made against the Fund in connection with its Environmental Infrastructure assets and their effects on the natural environment or humans. Claims for nuisance can arise due to changes in the local population, operational changes, or from aggregation of impacts with new assets 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 processing or generation activities for any affected plant. Such increased cost could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Decommissioning and restoration obligations

In respect of some Environmental Infrastructure assets, the relevant Project Entity is obliged to comply with decommissioning and restoration obligations at the expiry of the life of the assets. It is customary (and, for some concession-based projects, obligatory) 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. The Fund may incur decommissioning costs at the end of the life of a project, the quantum of which is uncertain and which may be more or less than the aggregate of such funds and any scrap value or re-powering benefits. To the extent that the Fund incurs decommissioning costs which exceed the aggregate of such funds and any scrap value or re-powering benefits, this could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Health and safety

The physical location, construction, maintenance and operation of Environmental Infrastructure assets pose health and safety risks to those involved. Environmental processing plant, wind farm and solar PV park construction and maintenance may result in bodily injury or industrial accidents, particularly if an individual were to fall, be electrocuted or involved in an explosion. If an accident were to occur in relation to one or more of the Fund's projects, the Fund 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 Fund's financial position, results of operations, business prospects and returns to investors.

FINANCIAL TERMS FOR SENIOR DEBT

If a Project Entity is project-financed, the terms accepted by a Project Entity in connection with its senior debt (if any) are normally extensive and detailed. Compliance with covenants and other terms of the financing documents often requires a certain amount of administrative burden. There are often restrictions on the movement of money out of the Project Entity and it is typical for cash to be locked up within the project unless a number of conditions are satisfied. If the covenants are not complied with, there may also be situations, for instance when project revenues or liquidity levels have decreased significantly, in which the Fund could face the loss of a project unless it contributes additional funds to remedy cover ratio or other covenant default.

If certain terms or covenants are breached, payments on Investment Interests are liable to be suspended and any amounts paid in breach of such restrictions will be repayable. Additionally, if an event of default occurs the senior lenders may become entitled to "step-in" and take responsibility for, or appoint a third party to take responsibility for, the Project Entity's rights and obligations under the project (as applicable), although the senior lenders will have no recourse against the Company in such circumstances. In addition, in such circumstances the senior lenders will typically be entitled to enforce their security over Investment Interests in the Project Entity or over its assets and to sell the Project Entity or other investment entity or its assets to a third party. The consideration for any such sale is unlikely to result in any payment in respect of the Fund's investment in the Project Entity or other investment entity. This risk factor applies to each Project Entity or other investment entity which is project-financed, typically with senior debt, whether the Fund has a controlling interest in such Project Entity or not.

The Fund has placed its UK wind Project Entities (other than Moel Moelogan Wind and Llynfi Afan Wind) into a portfolio financing structure, in order to achieve a spread of risk and benefit from better terms than if each individual wind Project Entity had project financing on a stand-alone basis. Within this structure, financial covenants are tested at an aggregated portfolio level, and so there is a risk that if a Project Entity or Entities experience issues that have a negative impact upon their financial performance, this may lead to the UK wind portfolio becoming locked up, even as some Project Entities are unaffected by performance issues. This could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

The UK wind portfolio financing referred to above assumes full repayment according to an amortisation profile by 2032, with interest rate risk fully hedged over this period. Notwithstanding the long-term amortisation profile, a refinancing is required by 2021. If lenders in the market at that time offer terms that are materially worse than the terms assumed, this could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

The consequences of a breach of covenant in relation to any one Project Entity's project financing are limited to that particular Project Entity (or group of Project Entities in respect of the UK wind portfolio financing described above) and do not affect the rest of the Investment Portfolio, and the Fund mitigates any such risk by having a spread of investments across the Investment Portfolio. Additionally, the

project level gearing limits contained in the Company's Investment Policy will apply in respect of project-financed Project Entities within the Investment Portfolio. Such gearing limits are 85 per cent. of the aggregate Gross Project Value of projects structured as PFI/PPP projects, and 65 per cent. of the aggregate Gross Project Value of Renewable Energy Generation projects. The circumstances in which such limits may potentially be exceeded (in the short term only) are set out on page 66 of this Prospectus.

REGULATORY, LEGAL AND CONTRACTUAL RISK

Regulation of renewable energy policy and support schemes in the UK and France

The development of renewable energy sources in the UK and France, where the Current Portfolio is located, relies, in large part, on the national and international regulatory and financial support of such development. While the EU, the UK and France have, in recent years, adopted policies and support mechanisms actively supporting renewable energy, it is possible that this approach could be modified or changed in future, including as a result of a change in government or a change in government policy. Given that 22 of the 24 assets comprising the Current Portfolio (representing more than 99 per cent. of the Current Portfolio by value) are located in the UK, and that at least 50 per cent. of the Investment Portfolio (by value) will be based in the UK, the Company's development and future operations are particularly vulnerable to changes in UK law or regulations. These changes could in some circumstances materially affect the Company's existing business, or could materially affect its future growth, as support mechanisms are necessary in order to provide the Company's business both with expected returns and with future investments (where such mechanisms are required in order to meet investment returns).

In particular, recent changes in UK Government policy in respect of new renewable energy have resulted in changes to and, in some cases, early closure of, the Renewables Obligation and Feed in Tariff regimes relating to certain new solar and onshore wind power generation projects. In order to maintain investor confidence, the UK has to date ensured that the benefits already granted to operating renewable energy projects are exempted from future regulatory change; this practice is referred to as "grandfathering". The grandfathering principle was confirmed in relation to the changes to the Feed in Tariff and Renewables Obligation described above in the Energy Act 2013. However, grandfathering is a policy decision and, as such, there is no guarantee that the practice of grandfathering will be continued.

Were the grandfathering principle to be abandoned, and the changes described above (or similar regulatory changes) to be expanded in the future to apply retrospectively to currently operating solar and onshore wind projects (including those in the Current Portfolio) this could adversely impact the market price for renewable energy and/or the value of the Green Benefits earned from generating renewable energy from the affected projects. This, in turn, could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

In France, following a period of uncertainty regarding the status of support regimes, the Energy Transition Act was introduced in August 2015, which puts French regulations in compliance with the new European guidelines on state aid for environmental protection and energy published by the European Commission on 28 June 2014. Both French wind assets within the Current Portfolio were accredited after June 2014 so were not affected by the state aid challenges that led to the introduction of the legislation.

If the UK or French government reduces (or further reduces) or eliminates support mechanisms for the renewable energy sector or delays the implementation of legislation and other efforts geared towards developing this sector, such reduction or delay could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

In the AD sector, questions have been raised about the appropriateness of agricultural subsidies being paid for land (through the EU Common Agricultural Policy) that is used for growing energy crops which ultimately earn another subsidy through the RHI or the FIT (as applicable). Following a change in regulations in December 2016, new AD plants in the UK will only receive full subsidy support if more than 50 per cent. of their feedstock comes from waste or crop residues, rather than virgin agricultural crops.

Although the AD projects in the Current Portfolio are not affected by this regulatory change, further changes to the existing system of agricultural subsidies (for example, as a result of Brexit), may mean that farmers in the UK may no longer receive the same, or any, subsidy for growing energy crops such as maize and rye which feature in the feedstock mix for the AD plants in which the Company is invested. Any such change may affect the price of feedstock, which may, in turn, have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors

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) in countries where the Fund invests could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Risks relating to maintaining the connections of generating facilities to the electricity transmission and distribution network

In order to export electricity, generating facilities must be, and remain, connected to the electricity network. At the least, a facility 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. If the relevant connection point is disconnected or de-energised, the facility in question will not be able to export electricity to the grid. Additionally, non-compliance with, or disconnection or de-energisation under the relevant connection agreements in some instances can also lead to a breach of the relevant power purchase agreement ("**PPA**") (if one is in place), giving the PPA off-taker the right to terminate. This could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

In addition, in the event that electricity transmission or distribution facilities break down without fault of the distribution or transmission grid operator, the Company may be unable to sell its electricity and this could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors. The circumstances in which compensation, if any, would be payable are limited and the amounts payable are unlikely to be sufficient to cover any losses of revenue. Thus, the Fund would have to rely on business interruption insurance to compensate it for its losses. Business interruption insurance is likely to include a minimum amount before a claim can be made and not all losses sustained by the Fund may be recovered.

Project Entities 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 Fund and in particular new laws or regulation may require new equipment to be purchased at generating facilities, or result in changes to or a cessation of the operations of generating facilities. Project Entities would generally assume the risk of non-discriminatory changes in law.

Risks relating to changes in the electricity transmission/distribution regime having an impact on charges

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

The calculation of charges relating to the connection to and use of electricity transmission and distribution networks can be complex and comprise several different elements, and varies depending on the system in place in the country in question. For example, in the UK, users of the national electricity transmission system are subject to three principal 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 voltages (which tend to be lower than transmission voltages) can earn reductions in transmission charges and exposure to transmission losses for their PPA suppliers).

In the UK, these charges are calculated under Ofgem's regulatory framework for networks, known as the RIIO framework (valid for 8 year periods). This is a regulated asset base-driven mechanism

ensuring the investor receives an adequate return. The charges are set by Ofgem following a two round consultative process. These charges may rise, or the benefits reduce, due to changes in the market variables impacting the framework (e.g. cost of debt, inflation) and/or due to changes in the framework (e.g. reduction in allowed leverage, change in allowed costs). In June 2017, Ofgem published a decision to reduce one particular embedded benefit, the Demand Residual element of the Electricity Transmission Network Use of System (TNUoS) tariff (also known as "Triad" benefit) from which the Company's UK wind investments previously benefited. This reduction in Triad revenues has been reflected in the Company's (unaudited) valuation of the UK wind assets in the Current Portfolio.

In August 2017, as trailed in communications regarding the change to Triad benefit described above, Ofgem announced the launch of a Targeted Charging Review – Significant Code Review, with the stated objectives of: (i) considering reform of residual charging for transmission and distribution, for both generation and demand, to ensure it meets the interests of consumers, both now and in future; and (ii) keeping under review other 'embedded benefits' (besides Triad benefit already addressed) which Ofgem considers may be distorting investment or dispatch decisions. Depending on the result of this review, Project Entities may receive lower revenues from embedded benefits than currently forecast, or may be liable to pay an increase in system charges going forward, with no certainty of recovery of such amounts from any counterparties.

Risks relating to grid outage and constraints on the capacity of a generating facility

Constraints or conditions may be imposed on a generating facility's connection to the grid and the export of electricity to the grid 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 generating facility 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 disconnect altogether.

Issues like curtailment and local constraints which currently exist or which may arise in the future are outside the control of the Fund and the affected Project Entities and such curtailment and local constraints, as well as restrictions, on a generating facility's ability to export electricity could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Gas distribution networks

Risks relating to connection to gas distribution network

In order to export gas to the gas distribution network, a producer must remain connected to the distribution network and have in place (and remain in compliance with) the necessary network entry agreement, in order to avoid potential disconnection of the relevant system entry point. If the relevant system entry point is disconnected, the facility in question will not be able to export gas to the grid. Were this to occur in respect of any of the gas-to-grid projects in the Company's investment portfolio, this could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

In addition, if gas connection or distribution facilities break down without fault of the distribution network operator, a gas-producing Project Entity may be unable to sell its gas, which could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors. The circumstances in which compensation, if any, would be payable are limited and the amounts payable are unlikely to be sufficient to cover any losses of revenue suffered by the Fund. Accordingly, the Fund would have to rely on any business interruption insurance to compensate it for its losses. Any business interruption insurance is likely to include a minimum amount in respect of which a claim can be made, and not all losses sustained by the Fund may be recovered.

Project Entities which upgrade and export gas to the grid (including the AD projects in the Current Portfolio) may incur increased costs or losses as a result of changes in law or regulation. In particular, the terms of the Uniform Network Code ("**UNC**") applying to a gas distribution network may be amended from time to time, which could affect the ability of a Project Entity to deliver gas into the relevant gas distribution network, and/or the cost of doing so. In particular: (i) gas delivered into a gas distribution network must comply with the quality specifications in the UNC; and (ii) the terms of a Project Entity's GPA typically require that the Project Entity bears all charges levied on the offtaker under the UNC

which relate to its offtake of gas from the Project Entity and which come into effect after the GPA term commences. Such changes and any resulting costs and losses are outside the control of the Fund and the affected Project Entities and could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Risks relating to constraints on access to the gas distribution network

Biomethane produced from AD plants is delivered into a regional gas distribution network at a system entry point. At any time, the transporter of such gas distribution network may impose constraints on the system entry point (in accordance with the terms of such transporter's UNC), which will prevent the Project Entity from delivering such gas into the distribution network, and reduce the revenues of the Project Entity under the relevant GPA. Such curtailments are outside the control of the Fund and the affected Project Entities and could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Risks relating to specification of gas produced

In order to be accepted into the gas distribution network, biomethane produced from AD plants must comply with the entry quality specifications of the gas distribution network specified in the UNC. If the quality of the feedstock, plant, or the biomethane production process at any AD plant is deficient such that biomethane produced by it does not comply with the relevant specifications, this may negatively impact the revenues of the relevant Project Entity under its GPA.

General regulatory risk

The Environmental Infrastructure sector is subject to extensive legal and regulatory controls, and the Fund and each of its assets must comply with all applicable laws, regulations and regulatory standards which, among other things, require the Fund to obtain and/or maintain certain authorisations, licences and approvals required for the construction and operation of the assets.

There is a risk that the Project Entities may fail to obtain, maintain, renew or comply with all necessary permits or lose a necessary permit for failure to comply with the conditions attached to the permit or that one or more of the environmental processing plants, wind farms, solar PV parks or other assets in which in which the Fund invests 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 Project Entity in question being forced to cease operations, which would have a material adverse effect on the relevant project and potentially the reputation and financial position of the Fund.

Where a Project Entity holds a concession or lease from a government, the concession or lease may restrict the Project Entity's ability to operate the business in a way that maximises cash flows and profitability. The lease or concession may also contain clauses more favourable to the government counterparty than a typical commercial contract.

Change in accounting standards, tax law and practice

The anticipated taxation profile of the proposed structure of a Project Entity is based on prevailing taxation law and accounting practice and standards. Any change in a Project Entity's tax status or in tax legislation or practice (including in relation to taxation rates, interest deductibility and allowances) or in accounting standards could adversely affect the anticipated taxation profile of the proposed structure of a Project Entity and the investment return of the Project Entity, which could ultimately affect returns to the Fund. If returns from Investment Interests reach a high level, there is also a possibility that governments may seek to recoup returns that they deem to be excessive either on individual projects or more generally.

Investments outside the UK

While at least 50 per cent. of the Investment Portfolio (by value) will be based in the UK, the Fund may make investments in countries outside the UK. As at the date of this Prospectus, 22 of the 24 assets within the Current Portfolio are located in the UK, and the remaining two assets (representing approximately one per cent. of the Current Portfolio by value as at the date of this Prospectus) are located in France.

Laws and regulations of foreign countries may impose restrictions that would not exist in the UK. Investments in foreign entities have their own economic, political, social, cultural, business, industrial and labour environment and may require significant government approvals under corporate, securities, exchange control, foreign investment and other similar laws and may require financing and structuring alternatives that differ significantly from those customarily used in the UK. Furthermore, policies and regulation in relation to Environmental Infrastructure in countries outside the UK may adversely affect investments made, or opportunities for potential investments to be made, by the Fund in such countries. In particular, risks analogous to those described in relation to the UK and France under the headings "Regulation of renewable energy policy and support schemes in the UK and France", "Electricity transmission and distribution networks", "Exposure to UK wholesale power prices" and "Change in PFI/PPP policy" in this "Risk Factors" section of this Prospectus will arise in foreign countries in which the Fund may make investments.

In addition, foreign governments may from time to time impose restrictions intended to prevent the removal of capital, which may, for example, involve punitive taxation (including high withholding taxes) on certain securities or transfers or the imposition of exchange controls, making it difficult or impossible to exchange or repatriate foreign currency. These and other restrictions may make it impracticable for the Company to distribute amounts realised from such investments at all or may force the Company to distribute such amounts other than in Sterling and therefore a portion of the distribution may be made in foreign securities or non-Sterling currency. It also may be difficult to obtain and enforce a judgment in a court outside the UK.

The Company, through due diligence investigations, will analyse information with respect to political and economic environments and the particular legal and regulatory risks in foreign countries before making investments, but no assurance can be provided that a given political or economic climate, or particular legal or regulatory risks, might not have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Separately, foreign governments may introduce new tax laws (for example transaction or industry-specific taxes) which may change the tax profile of the relevant entity following investment by the Company.

Change in general law

There may be non-policy change in law risks (i.e. change in law unrelated to PFI/PPP, national renewable energy support schemes, electricity prices or transmission/distribution) which the Project Entities will generally be expected to assume under the various project documents. A Project Entity may therefore incur increased costs or losses as a result of changes in law or regulation. Such costs or losses could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Insurance Mediation Directive

There is a risk that Project Entities involved in UK PFI/PPP projects could be deemed to carry out activities described as insurance mediation. If this were the case, a Project Entity could find itself open to criminal prosecution (which could result in a fine) if, as part of the day-to-day management of the project in question, it arranged insurance on behalf of other parties in a project without obtaining authorisation from the FCA. The FCA has issued guidance which suggests that, with regard to typical UK PFI/PPP projects, authorisation is not required, although it notes in its guidance that the interpretation of relevant legislation is "ultimately a matter for the courts to determine". Furthermore, since the Fund will hold Investment Interests in the Project Entities, if a Project Entity did arrange insurance on behalf of other entities in a project without authorisation, then (notwithstanding the FCA guidance), it could also be seen to be arranging insurance on behalf of or for the benefit of investors in the Fund without authorisation. If this resulted in a criminal prosecution and a fine being levied on the Project Entity, this could have an adverse effect on the anticipated returns of the Project Entity and thus on the Fund's financial position, results of operations, business prospects and returns to investors.

Termination of Project Agreements for PFI/PPP projects

PFI/PPP contractual agreements typically give the relevant Public Sector Client and the Project Entity rights of termination. The compensation which the Project Entity is entitled to receive on termination will depend on the reason for termination. In some cases, notably default by the Project Entity, the

compensation will not include amounts designed specifically to repay the equity investment and is likely only to cover a portion of the debt in the relevant Project Entity. In other cases (such as termination for force majeure events) only the nominal value of the equity is compensated and, in such circumstances, the Fund would be unlikely to recover either the expected returns on its investment or the amount invested. Should a termination occur, the net asset value of the investment concerned could be adversely affected and the ability of the Company to fund distributions to Shareholders may be restricted.

In particular, in respect of the D&G Waste project (where the relevant PFI concession agreement is currently the subject of a dispute between the relevant Project Entity and the relevant Public Sector Client relating to certain changes required to that agreement following the adoption by the Scottish Government of the "Zero Waste" plan for Scotland), the Company would only be entitled to recover an amount equal to the current value of its investment in the relevant Project Entity if the grounds for compensation arise following the termination of the relevant PFI agreement resulting from a default by the relevant Public Sector Client. The D&G Waste project currently constitutes less than 0.5 per cent. of the value of the Current Portfolio.

Corrupt gifts and bribery

Typically in a PFI/PPP project, a Public Sector Client will have the right to terminate the underlying Project Agreement where the Project Entity or a shareholder or subcontractor (or one of their employees) has committed bribery, corruption or other fraudulent act in connection with the Project Agreement. Most Investment Interests will not be compensated in these circumstances.

If a Project Entity or a shareholder or subcontractor (or one of their employees) were to commit bribery as contemplated by the UK Bribery Act 2010, such Project Entity, shareholder, subcontractor or employee could be subject to a potentially unlimited fine. This could have an adverse effect on the anticipated returns of the Project Entity and thus on the Fund's financial position, results of operations, business prospects and returns to investors.

Contractual protection

All the PFI/PPP Project Entities within the Current Portfolio are fully operational and the relevant Public Sector Clients are contractually bound by the terms of the relevant agreements: consequently, apart from a Public Sector Client exerting moral pressure to amend a contract, only a governmental policy of seeking to renegotiate existing contracts would be likely to have an effect on such operational Project Entities. Renegotiation or termination of the existing contracts might result in reduced returns (because any compensation awarded upon renegotiation or termination might not be sufficient to satisfy anticipated investment returns from the relevant project), or even a complete loss of the Company's investment, which could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors. In light of the UK's track record to date in supporting the development of PFI/PPP and the current regulatory framework (and as all PFI/PPP assets within the Current Portfolio are located in the UK), the Directors believe that the risk of renegotiation or termination of existing contracts as a result of a change in government policy is low.

HM Opposition has recently made a number of statements criticising the existing UK PFI regime. Following the entry into liquidation of Carillion PLC in January 2018, the leader of the Opposition, Jeremy Corbyn, issued a statement calling for the need to "take back control" of public services and made specific reference to PFI. Mr Corbyn's comments followed a statement by shadow Chancellor John McDonnell in September 2017 that a Labour government would seek to end existing PFI contracts and bring control of related assets "back in house" to the public sector. This statement was subsequently softened by other members of the Labour Party, narrowing the range of potential PFI contracts to which the comments would apply to those not considered to represent value for money. Were the PFI/PPP agreements currently in place with the PFI/PPP Entities within the Current Portfolio to be ended in the way envisaged in Mr McDonnell's comments, the Company would expect to receive compensation on the basis of voluntary termination on the part of the relevant Public Sector Client. In total, PFI/PPP assets comprise approximately 13 per cent. of the value of the Current Portfolio.

Notwithstanding the above, in light of the UK's track record to date in supporting the development of PFI/PPP and the current regulatory framework (and as all PFI/PPP assets within the Current Portfolio are located in the UK), the Directors believe that, save in respect of the D&G Waste project, the risk of renegotiation or termination of existing contracts as a result of a change in government policy is low.

In the case of the D&G Waste project, however, changes in some operational aspects of the relevant PFI concession agreement are required as a result of the adoption by the Scottish Government of its "Zero Waste" plan for Scotland. The costs and risk implications of these changes are currently the subject of negotiations between the relevant Project Entity and the relevant Public Sector Client, who are seeking to resolve the ongoing issues via the contractually specified mechanism. The D&G Waste project currently represents less than 0.5 per cent. of the total unaudited value of the Current Portfolio.

Claims against a Project Entity

Subcontractors and other counterparties may from time to time have claims against a Project Entity. Such claims are usually matched by a claim that the Project Entity has against, for example, the Public Sector Client in relation to the project for the same matter, and the contracts normally provide that the Project Entity's liability is limited to what it recovers under the matched claim. However, such limitations may not always be effective and may not protect a Project Entity if the fault lies with the Project Entity itself.

Defects in contractual documentation

The contractual arrangements for Environmental Infrastructure projects are structured so as to identify and mitigate the risks inherent in projects which are retained by the Project Entities. However, despite technical, legal and financial review, the contractual documentation may be ineffective in distributing or mitigating risks to the degree expected, resulting in unexpected costs or reductions in revenues which could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

OTHER PROJECT RISKS

Exposure to British wholesale electricity prices

The wholesale market price of electricity is volatile and is affected by a variety of factors, including market demand for electricity, the generation mix of power plants, government support for various forms of power generation, as well as fluctuations in the market prices of commodities and foreign exchange. Whilst some of the renewable energy projects in the Current Portfolio benefit from fixed price arrangements for a period of time, others have revenue which is in part based on the prevailing wholesale electricity price at the time.

A decrease and/or prolonged deterioration in economic activity in the UK, for any reason, could result in a decrease in demand for electricity in the market. Short term and seasonal fluctuations in electricity demand will also impact the price at which Project Entities can sell electricity.

The supply of electricity also impacts wholesale electricity prices. Supply of electricity can be affected by new entrants to the wholesale power market, new interconnectors, the generation mix of power plants in the UK, government support for various generation technologies, as well as the market price for fuel commodities. New market entrants (including power plants not currently being operated) may increase the supply of electricity into the wholesale market, which might lower the wholesale market price for electricity.

The generation mix of power plants in the UK also impacts the market price at which the projects invested in by the Fund can sell electricity. A potential change in the generation mix towards lower marginal cost electricity could negatively impact the wholesale power price.

A decrease in the price of natural gas, oil, coal, or EU emissions allowances, or a change in the Carbon Price Support ("**CPS**") price set by the UK Government (as described further in Part 2 of this Prospectus), could potentially lead to a decrease in the marginal cost of generating electricity for coal or gas fired power plants, potentially reducing the wholesale electricity price.

Exchange rate movements between the pound (the currency in which power is traded in the UK and the Company's operational currency), the US dollar (the currency in which crude oil and gas is traded), and the Euro (the currency in which EU emissions allowances are traded on energy markets) will impact the market price of commodities in the UK, and, indirectly, affect the wholesale electricity price.

As 19 of the 21 renewable electricity generation assets within the Current Portfolio are located in the UK, a reduction in the wholesale market price for electricity in the UK could have a material adverse

effect on the Fund's financial position, results of operations, business prospects and returns to investors. To mitigate this risk in the short term, fixed price arrangements for the sale of wholesale electricity are entered into by the majority of the renewable electricity Project Entities for a range of durations on a rolling basis.

Exposure to wholesale power prices in France

The general comments regarding the wholesale electricity markets in the UK apply equally to the market in France, although there will be differences due to market structures and regulation. The impact on the Fund to movements in French wholesale electricity prices is mitigated to a significant degree by the existence of a FIT accreditation for the first 15 years of operation meaning that the projects are only exposed to wholesale electricity prices from year 15 onwards.

Exposure to UK wholesale gas prices

The wholesale market price of gas is volatile and is affected by a variety of factors, including global supply and demand for natural gas, liquefied natural gas ("**LNG**") and factors affecting commodities which impact upon the price of gas: such as oil, domestic market demand for gas, and delivery logistics such as the availability of interconnectors, gas storage and LNG facilities. The UK has been a net importer of gas since the mid-2000s, such that the majority of gas supplied to the UK comes from interconnectors from Belgium and the Netherlands, Norwegian pipelines and LNG deliveries.

Exchange rate movements between the pound (the currency in which power and gas are traded in the UK and the Company's operational currency), the US dollar (the currency in which crude oil is traded), and the Euro (the currency in which gas is traded in Continental Europe and in which EU emissions allowances are traded on energy markets) will impact the market price of gas in the UK.

The Company currently has limited direct exposure to wholesale gas prices through the Vulcan Renewables AD project and Icknield AD project, although, as indicated above, wholesale electricity prices are also indirectly affected by gas prices.

Inflation/deflation

The revenues and expenditure of Project Entities developed under PFI/PPP are frequently partly or wholly index-linked. The most common index applied for Project Entities in the UK is the Retail Price Index ("**RPI**"), although alternative indices are sometimes used. It is also the case that some regulatory support mechanisms for AD plants, wind farms and solar PV parks feature indexation. This is the case in the UK for Feed-in Tariffs ("**FITs**", as described further in Part 2 of this Prospectus) and the UK Non-Domestic Renewable Heat Initiative (the "**RHI**" as described further in Part 2 of this Prospectus) and for the majority of the revenue that comes from Renewables Obligation Certificates ("**ROCs**", as also described further in Part 2 of this Prospectus). For the French assets, the FIT payments are subject to indexation according to the "L Index", reflecting wage inflation in the French electrical and mechanical engineering industry as well as price movements of goods and services.

From a financial modelling perspective, an assumption is usually made that inflation will increase at a long-term rate (which may vary depending on country and prevailing inflation forecasts). The effect on electricity price projections and more generally on investment returns if inflation overshoots or undershoots the original projections for this long-term rate is dependent on the nature of the underlying project earnings and any unitary charge indexation provisions agreed with the relevant Public Sector Client or other relevant counterparty on any project. 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 Company cannot be expected to provide protection from the effects of inflation or deflation.

Imbalance charges

Due to variable wind speeds and solar PV outputs, it can be difficult to predict the electricity generated by wind farms and solar PV parks in advance. This means they are susceptible to incurring imbalance costs (charges or penalties imposed where actual electricity generation does not match forecast generation) even during normal operation. All generators in Great Britain that are parties to the Balancing and Settlement Code ("**BSC**") are incentivised to match their sales of electricity represented by nominations with the actual electricity generated during each half-hourly settlement period. Failure

to do so in circumstances where the generator produces less than its nominations results in the generator being liable to pay a cash out price (usually higher than the market price for traded electricity) in respect of any volume shortfall. The generator may receive, but potentially could have to pay, a cash out price for any imbalance excess (where its generation exceeds its nominations), but even if positive this is likely to be lower than the market price for traded electricity. Generators are therefore strongly incentivised to predict accurately their likely output up to one hour in advance of real time and to make matching contract nominations, which they are required to date one hour ahead of the delivery period.

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, subject to certain standard conditions. Where imbalance risk has not been transferred to an off-taker in respect of a generating station, a change in balancing arrangements which introduces higher charges or penalties could have a material adverse effect on the affected projects' financial position and results of operations, and therefore ultimately on the Fund.

The solar and wind projects within the Current Portfolio, both UK and French are contracted so that the risk associated with imbalance charges is transferred to an off-taker under a PPA for the term of the PPA, subject to certain conditions. To the extent this is not the case with Further Investments, or where the Fund chooses not to enter into a PPA for a generating project and decides to trade its power through the electricity market (or a PPA comes to the end of its term), that project is likely to incur imbalance costs which may be substantial depending on the accuracy of its forecasts.

Interest rate risks

Changes in interest rates may adversely affect the Fund's investments. Changes in the general level of interest rates can affect the Fund's profitability by affecting the spread between, amongst other things, the income on its Investment Interests and the expense of its interest bearing liabilities, the value of its interest-earning Investment Interests and its ability to realise gains from the sale of Investment Interests should this be desirable. Changes in interest rates may also affect the valuation of the Fund's Investment Interests by impacting the valuation discount rate. Interest rates are sensitive to many factors, including governmental, monetary and tax policies, domestic and international economic and political considerations, fiscal deficits, trade surpluses or deficits, regulatory requirements and other factors beyond the control of the Fund.

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

The Fund currently has in place the Facility (which constitutes floating rate debt) in order to finance the acquisition of Further Investments. The Fund does not currently employ any hedging with respect to the Facility given that it represents short term debt that can be repaid at any time. Further details of the Facility Agreement are set out in Part 9 of this Prospectus.

Sufficiency of due diligence

Whilst the Company, with the assistance of the Investment Adviser, will undertake an in-depth due diligence exercise in connection with the purchase of the Fund's future investments, as detailed in Part 4 of this Prospectus, this may not reveal all facts that may be relevant in connection with an investment and could materially overvalue an acquisition.

In the event that material risks are not uncovered and/or such risks are not adequately protected against in the relevant acquisition agreement for the investment in question or otherwise, this could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors. In particular, operating projects which have not been properly authorised or permitted may be subject to closure, seizure, enforced dismantling or other legal action. Furthermore, it is anticipated that a significant proportion of the sites where the projects to be acquired by the Fund in the future will be located will be on commercial or agricultural land to which entitlement will be secured through lease agreements. Reliance upon property owned by a third party gives rise to a range of risks which may not be fully uncovered during the due diligence process, including

deterioration in the property during the investment life, damages or other lease related costs, counterparty and third party risks in relation to the lease agreement and property, termination of the lease following breach or due to other circumstances such as a mortgagee (or similar in any jurisdiction) taking possession of the property.

Liquidity of investments

The majority of investments made by the Fund comprise interests in Project Entities which are not publicly traded or freely marketable and are often subject to restrictions on transfer and may, therefore, be difficult to value and/or realise at the value attributed to such investments, or at all.

Industrial relations risk

Industrial action, for instance action involving a contractor to a Project Entity, may result in unexpected costs or a reduction in expected revenues for the Project Entity, adversely affecting returns to the Fund.

Control

In respect of the Current Portfolio, the Company owns and controls minority and majority holdings in the relevant Project Entities. Where the Fund holds Project Entities with other shareholders, it will be limited in the amount of control it has over the operation of those projects and ownership of the other shares in those Project Entities.

It is expected that the Fund will have limited rights over the sales by other shareholders of their shares in projects where the Fund is a co-shareholder. Any contractual documentation entered into with co-investors would be expected to include shareholder agreements which would be expected to contain certain restrictions and protections for each shareholder. These protections may limit the ability of the Fund to have control over the underlying investments and the Fund may, therefore, have only limited influence over material decisions taken in relation to any investment in which it is a co-shareholder. The interests of the Fund 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 Fund, which could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Financial modelling

Projecting the cash flows of Environmental Infrastructure projects relies on large and detailed financial models. There is a risk, notwithstanding that audits may be carried out on such models (and will always be carried out where the project has been project financed), that errors may be made in the assumptions or methodology used in a financial model, or that there are differences between estimates (for example, of operating costs) and actual performance of the projects. In such circumstances the returns generated by the Project Entity may be different to those expected.

Non-primary client revenues

In some PFI/PPP Project Agreements, the projected income of the Project Entities assumes a level of third party or non-Public Sector Client revenues from use of the project's facilities. There can be no assurance that actual third party revenues will equal or exceed those expected and projected.

Untested nature of long-term operational environment

Given the long-term nature of Environmental Infrastructure investments, and the fact that it is a relatively new investment class, there is limited experience of the long-term operational problems that may arise in the future and which may affect Environmental Infrastructure projects and Project Entities and therefore the Fund's investment returns.

RISKS ASSOCIATED WITH FURTHER INVESTMENTS

Further acquisitions

The growth of the Fund depends upon the ability of the Board, with the assistance of the Investment Adviser, to identify, select and execute investments which offer the potential for satisfactory returns consistent with the Company's Investment Policy. The availability of such investment opportunities will depend, in part, upon conditions in the international Environmental Infrastructure market and competition for investments. Whilst the Company has a right of first offer to acquire certain Environmental Infrastructure investments of which John Laing wishes to dispose which satisfy the Company's Investment Policy, in accordance with the First Offer Agreement, there can be no assurance that the Board and the Investment Adviser will be able to identify and execute a sufficient number of opportunities to permit the Fund to expand its portfolio of projects, or that any investment made will be successful. Further details in relation to the First Offer Agreement are set out in Part 9 of this Prospectus.

Specific risks associated with Further Investments

Impact of prevailing financial and economic environment

The prevailing financial and economic climate impacts upon the primary development market for new Environmental Infrastructure projects. In particular, capacity in debt markets can act as a constraint to deal flow in the primary market. Should these circumstances exist within the UK or other markets in which the Fund invests, deal flow for new operational projects for the Fund might be restricted, which could hinder expansion of the Investment Portfolio of the Fund.

Other companies, funds and investment businesses are participants in the sectors that fall within the Company's Investment Policy. 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 Fund, and thereby limiting the growth potential of the Fund.

The Fund's ability to make Further Investments identified from time to time is dependent on its access to funding from corporate debt and equity capital at the relevant time. There can be no assurance that the Fund will be able to raise sufficient funds under the Issuance Programme to make Further Investments. Once the Facility is fully drawn, the Fund's ability to acquire Further Investments may be restricted unless additional funds are raised, either by additional borrowings (whether by new borrowing or refinancing existing debt) by issuing further Shares or, possibly, by selling existing investments. There can be no assurance that the Fund will be able to borrow or refinance on reasonable terms or at all, or that there will be a market for further Shares at the relevant time.

Change in PFI/PPP policy

As the Company will be an investor in operational PFI/PPP projects, changes in the policy for new projects may not impact the Company for a number of years. Changes in law may affect any explicit or implicit government support provided to projects. A change in government may lead to a change in policy on PFI/PPP.

Governments and utilities may in future decide to favour funding mechanisms other than PFI/PPP. In addition, governments have reduced, and may continue to reduce, the overall level of funding allocated to major capital projects. Both of these factors may reduce the number of investment opportunities available to the Fund.

Governments may in future decide to change the basis upon which Project Entities and government counterparties share any gains arising either on refinancing or on the sale of project equity, although in the UK there is a code of conduct for the sharing of such gains which is currently adhered to on a voluntary basis by private sector entities. In some cases, if such gains would have been particularly significant, the returns ultimately available to the Fund from future PFI/PPP project investments may be reduced. As mentioned above, Project Entities would typically assume the risk of general non-discriminatory changes in law. While the cash flows and returns projected by the financial models of the PFI/PPP projects within the Current Portfolio would not be affected by the refinancing gain risk described in this paragraph (as the financial models do not incorporate any upside for refinancing gain), such risk may affect the Company's ability to enhance the IRR on a long-term basis.

Guaranteed access to the grid

A generator or gas producer has to be connected to the relevant transmission or distribution network (the "**grid**") in order to export electricity or gas. Currently the UK implements a system of access to the grid where the grid operator is obliged to issue a connection offer to a generator or gas producer 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 adverse effect on the investment opportunities of the Fund.

Increased difficulties in, or obstacles to, connecting to the grid will have a material adverse effect on the investment opportunities of the Fund and could potentially diminish returns to investors.

Risks relating to grid congestion

As the focus on renewable energy policy has increased, the UK has seen a notable increase 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 a higher demand for access could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Capital cost of wind farm and solar PV equipment

The capital cost of wind farm and solar PV equipment can increase or decrease. The capital cost of wind farm and solar PV equipment can be influenced by a number of factors, including the price and availability of raw materials, demand for wind farm or solar PV equipment and any import duties that may be imposed on wind farm or solar PV equipment.

Changes in the capital cost of solar PV or wind farm equipment could have a material adverse effect on the Fund's ability to source projects that meet its investment criteria and consequently its financial position, results of operations, business prospects and returns to investors.

Other specific risks

Relatively few waste and wastewater projects have been procured under PPP/PFI schemes compared to other types of project, which may mean that the availability of Further Investments in the waste and wastewater sectors is limited.

If cash reserves that the Company may have are not deployed within the periods anticipated by the Directors (for example if completion of any Further Investments does not occur or is significantly delayed), this may affect opportunities to increase the Net Asset Value.

Completion of Further Investments is subject to the signing of a sale and purchase agreement and the carrying out, by the Company and its advisers, of 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 fundraisings and certain third party approvals).

A sale and purchase agreement entered into by the Fund for the acquisition of Further Investments may include warranties provided for the benefit of the Fund by the seller(s) of such Further Investments. Such warranties are likely to be limited in extent and subject to disclosure, time limitations, materiality thresholds and a liability cap, and so to the extent that any loss suffered by the Fund arises outside the warranties or such limitations or exceeds such cap it is likely to be borne by the Fund. Even if the Fund does have a right of action in respect of a breach of warranty, there is no guarantee that the outcome of any claim will be successful, or that the Fund will be able to recover anything from the seller(s) in question, and this could result in a capital loss to the Company which could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Although the seller(s) of any Further Investments will be contractually obliged to complete the transfer of their interests in the Further Investments under the relevant sale and purchase agreement, as with any contractual arrangement there is a risk that they default on their contractual obligations to complete the acquisition in accordance with the sale and purchase agreement. If such default occurs, the Fund may have to instigate legal proceedings against the seller(s) to enforce its rights under the sale and purchase agreement or to seek damages, which could have adverse consequences for the Fund. There

is no guarantee that the outcome of any claim would be successful, or that the Fund would be able to recover anything from the seller(s).

In addition, the value of a Further Investment may reduce before completion in a way which does not give rise to a price adjustment under the relevant sale and purchase agreement.

Ability to finance Further Investments

To the extent that it does not have cash reserves pending investment, the Fund will need to finance Further Investments either by borrowing or by issuing further Shares. Although the Fund expects to be able to borrow at market rates prevailing at the relevant time (and has in place the Facility Agreement, details of which are set out in Part 9 of this Prospectus), and that there will be a market for further Shares, there can be no guarantee that this will always be the case. The challenging macro-economic environment has, and may continue to have, an impact on the availability of funds. Any borrowing by the Company has to comply with the Fund's limits on borrowing in the Company's Investment Policy. In the case of specific Further Investments in respect of which commitments to future payments have been made, the Company's inability to fund those commitments may jeopardise the Company's investment in the relevant Project Entity and may have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

GENERAL RISKS ASSOCIATED WITH INVESTING IN THE COMPANY

Dilution of ownership and voting interest in the Company following the Issuance Programme

Assuming the Pre-emption Resolution is passed at the Extraordinary General Meeting, the pre-emption rights under the Articles ordinarily applicable to an issue of New Ordinary Shares will be disapplied for the purposes of the Issuance Programme. If an Existing Shareholder does not subscribe at each Issue for, or is not issued with, such number of New Ordinary Shares as is equal to his or her proportionate ownership of existing Shares, his or her proportionate ownership and voting interests in the Company will be reduced and the percentage that his or her existing Shares will represent of the total share capital of the Company will be reduced accordingly following completion of each Issue.

If the Pre-emption Resolution is passed and the Issuance Programme meets its maximum size of 200 million New Ordinary Shares, the share capital of the Company in issue at the date of this Prospectus will, following the Issuance Programme, be increased by 52.8 per cent. as a result of the Issuance Programme. On this basis, if an Existing Shareholder does not acquire any New Ordinary Shares, his or her proportionate economic interest in the Company will be diluted by 34.6 per cent.

The Issuance Programme Price in respect of any Issue will be calculated by reference to the Net Asset Value of the then existing Ordinary Shares together with a premium intended to cover, but not to be limited to, the direct costs and expenses of that Issue.

Securities laws of certain jurisdictions may restrict the Company's ability to allow participation by certain Existing Shareholders in Issues under the Issuance Programme. Existing Shareholders who have a registered address in, or who are resident in or citizens of, countries other than the United Kingdom should read the definition of Excluded Territories and the notices on page 183 of this Prospectus carefully, and should consult professional advisers as to whether they require any governmental or other consents or need to observe any other formalities to acquire New Ordinary Shares under the Issuance Programme.

Past performance and limited operating history

The past performance of the projects comprising the Current Portfolio and other investments owned, managed, monitored or advised by the Investment Adviser, the John Laing Group or their respective associates may not be a reliable indication of the future performance of the investments held by the Fund or of any Further Investments. The Company was incorporated on 12 December 2013 and accordingly has limited operating history and revenues. Investors therefore do not have an extensive basis on which to evaluate the Company's ability to achieve its Investment Policy.

No guarantee of return or distributions

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

In particular, prospective investors should be aware that the periodic distributions which are expected to be made to Shareholders will comprise amounts periodically received by the Fund in repayment of, or being distributions on, its Investment Interests in Project Entities and other investment entities, including distributions of operating receipts of investment entities. Although it is envisaged that receipts from Project Entities over the life of their concessions will generally be sufficient to fund such periodic distributions and provide what the Directors consider to be an appropriate level of return on the Fund's original investments in the Project Entities or other investment entities over the long term, this cannot be guaranteed. The Company's ability to pay dividends will be subject to the provisions of the Law. Any change under Guernsey company law (or the law in any other relevant jurisdiction) may have an adverse impact on the Company's ability to pay dividends.

The Company's targeted returns for the Ordinary Shares and prospects for the Company's underlying Net Asset Value are based on assumptions which the Directors consider reasonable (including in relation to projected electricity and gas prices, wind speed forecasts, irradiation, availability and operating performance of equipment used in the operation of environmental processing plants, wind farms and solar PV parks within the Company's portfolio, ability to make distributions to Shareholders (especially where the Fund has a minority interest in a particular Project Entity) and tax treatment of distributions to Shareholders). However, there is no assurance that all or any assumptions will be justified, and the Company's return may, therefore, be correspondingly reduced. In particular, there is no assurance that the Company will achieve its distribution targets, which for the avoidance of doubt are targets only and not profit forecasts.

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

In the event of a winding-up of the Company, Shareholders will rank behind any creditors of the Company and, therefore, any positive return for Shareholders will depend on the Company's assets being sufficient to meet the prior entitlements of any creditors.

Fund management and investment advice

The success of the Fund will depend upon the expertise of the Company and the Directors in formulating and implementing the investment strategy of the Fund, and of the Investment Adviser in advising the Company, UK Holdco and the Directors on identifying, selecting, managing and developing appropriate investments. There is no certainty that key investment professionals currently working for the Investment Adviser will continue to work for the Investment Adviser, that the Investment Adviser will continue as the Investment Adviser throughout the life of the Company, or that the membership of the Board will not change during the life of the Company. Key personnel could become unavailable due, for example, to death or incapacity, as well as due to resignation. There may be regulatory changes in the areas of tax and employment that affect pay and bonus structures and may have an impact on the ability of the Investment Adviser to recruit and retain staff or the Company to attract prospective Board members. In the event of any departure for any reason, it may take time to transition to alternative personnel, which ultimately might not be successful. The impact of such a departure on the ability of the Company to achieve its investment objective cannot be determined.

Leverage

The Fund has the ability to use leverage in the financing of its investments. Details of the Facility Agreement entered into by the Fund on 14 June 2017 are set out in Part 9 of this Prospectus. The level of any debt financing used at Fund level may be up to 30 per cent. of the Company's Net Asset Value immediately after the acquisition of any Further Investment (and any project level gearing will be in addition to any borrowing at Fund level). The use of leverage may increase the exposure of investments to adverse economic factors such as rising interest rates, severe economic downturns or deteriorations in the condition of an investment or its market. It is possible that, following 12 months from the date of this Prospectus, the Fund may not be able to support its borrowing or refinance any borrowing which becomes payable during the life of the Fund (including its current borrowing), in which case the performance of the Fund may be adversely affected. The need to service indebtedness will have a first call on cash flows from investments. Any borrowings of the Fund may be secured on the Investment Interests or underlying assets of the Fund and a failure to fulfil obligations under any related financing documents may permit lenders to demand early repayment of the loan and to realise their security. In the event that such security involves the lender taking control (whether by possession or transfer of ownership) of the Fund's Investment Interests or underlying assets, the Fund's returns may be adversely impacted.

It is intended that any facility used to finance Further Investments (including the Facility) will be repaid, in normal market conditions, periodically through further equity fundraisings (so as to avoid the Fund holding uninvested cash which could serve to restrain growth of its Net Asset Value), however there is no guarantee that this will be the case. The equity capital raising environment for listed infrastructure funds over the last five years has been conducive to and has supported the policy of borrowing to finance acquisitions and repaying these borrowings with the proceeds of subsequent equity fundraisings. There is no certainty that the equity capital market conditions applicable to the listed infrastructure market will continue to apply to other comparable investment companies including for these purposes other listed investment funds investing in the Environmental Infrastructure sector such as the Company. If the proceeds of any further equity fundraisings are not sufficient to allow the Fund to repay any facility used to finance Further Investments, the Fund may instead have to sell Investment Interests within its Investment Portfolio in order to meet its repayment obligations under such borrowing facility. In such circumstances the Investment Interests may have to be sold at a discounted value, which could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Deposits pending investment or distribution and credit risk of banks or other financial institutions

Any proceeds of the Issues that are not used to repay amounts drawn on the Facility or to fund Further Investments (as applicable) will be held in one or more of cash, cash equivalents, near cash instruments and money market instruments. Returns from such investments are likely to be lower than the return from investments made in accordance with the main objective of the Investment Policy.

To the extent that any proceeds of the Issues are held in cash in an account which is not segregated from the assets of the bank, custodian or sub-custodian holding the cash on behalf of the Company or UK Holdco (as the case may be), in the event of insolvency (or equivalent) of the relevant bank, custodian or sub-custodian, the Company or UK Holdco (as applicable) may only have a contractual right to the return of cash so deposited and would rank in respect of such contractual right as an unsecured creditor and may not be able to recover any of the cash so held in full or at all. In respect of cash equivalents, near cash instruments and money market instruments that are held in a segregated account for the benefit of the Company or UK Holdco, the insolvency (or equivalent) of, fraud or other adverse actions affecting the custodian or sub-custodian holding the assets on behalf of the Company or UK Holdco may impact the ability of the Company or UK Holdco to recover or deal expeditiously with these assets and the Company or UK Holdco (as applicable) may not be able to recover equivalent assets in full or at all. This would have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

Valuations

All investments owned by the Fund will be valued in accordance with the Fund's valuation policy and the resulting valuations will be used, among other things, for determining the basis on which any Shares are bought back by the Company and additional capital raised. Valuations of the assets of the Fund as a whole may also reflect accruals for expected or contingent liabilities, the amount or incidence of which is inevitably uncertain. It follows that some inequality may arise between departing, continuing and new investors.

Returns from the Fund's investments will be affected by the price at which they are acquired. The value of these investments will be (amongst other risk factors) a function of the discounted value of their expected future cash flows, and as such will vary with, inter alia, movements in interest rates, volumes of resource, electricity prices and the competition for such investments. Where the Company publishes its Net Asset Value such value will be the Company's estimation of the Company's Net Asset Value at a specific time, but that value may not have been independently appraised and should not be assumed to represent the value at which the Investment Portfolio could be sold in the market or that the investments of the Company and/or the Fund are saleable readily or otherwise.

All valuations will be made, in part, on valuation information provided by the Project Entities and other investment entities in which the Fund has invested. Although the Administrator and the Investment Adviser will evaluate all such information and data, they may not be in a position to confirm the completeness, genuineness or accuracy of such information or data. In addition, financial reports, where not provided by the Investment Adviser acting as asset manager in relation to the Project Entities, are typically provided by the Project Entities on a quarterly or half yearly basis only and are generally issued in line with the frequency of the respective board meetings of the underlying Project Entities. Consequently, each quarterly Net Asset Value report is based on valuation information that may be out of date and require updating and completing. Shareholders should bear in mind that the actual Net Asset Values may be materially different from these quarterly estimates and that the reported Net Asset Values of the Company are not required to be audited.

In particular, valuations of renewable energy assets in the Investment Portfolio may not run in parallel to evolving forecasts for future electricity prices. Accordingly, Shareholders should be aware that, although, in general, independent forecasters expect UK wholesale electricity prices to continue to rise in real terms over the long term, there may be some variation in the Net Asset Value from period to period, as and when a material movement from prior expectations is identified.

Further details in relation to the valuation policy of the Fund are set out in Part 5 of this Prospectus.

Liquidity and discount management

Although the New Ordinary Shares are to be listed on the Official List and admitted to trading on the Main Market and will be freely transferable, the ability of Shareholders to sell their Shares in the market, and the price which they may receive, will depend on market conditions. The New Ordinary Shares may trade at a discount to their prevailing Net Asset Value and it may be difficult for a Shareholder to dispose of all or part of his or her holding of Shares at any particular time. 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 attempts by the Company to mitigate such a discount will be successful or that the use of discount control mechanisms (such as the share buyback and tender offer powers as described in Part 5 of this Prospectus) will be possible or advisable. There is no guarantee that the market price of the New Ordinary Shares will fully reflect their underlying Net Asset Value.

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 New Ordinary Shares is likely to affect the ability of Shareholders to realise their investment.

The Company has the ability to make tender offers for Ordinary Shares and to make market purchases of Ordinary Shares from Shareholders. Any such tender offers or market purchases will be made entirely at the discretion of the Directors and will be subject to prior Shareholder approval and the provisions of the Listing Rules. As such, Shareholders will not have any ability to require the Company to make any tender offers for, or market purchases of, all or any part of their holdings of Shares. Consequently, Shareholders should not expect to be able to realise their Shares at a price reflecting their underlying Net Asset Value.

Dilution of ownership from future issues of Shares

If the Company decides to issue further Shares in the future following completion of the Issuance Programme (subject to obtaining the requisite Shareholder approvals), existing Shareholders may not have any pre-emption rights in relation to those further Shares (for example where Shareholders vote to disapply pre-emption rights in respect of an issue). As such, if an existing Shareholder does not subscribe successfully for such number of further Shares under any future offer as is equal to his or her proportionate ownership of existing Shares, his or her proportionate ownership and voting interests in the Company may be reduced and the percentage that his or her Shares will represent of the total share capital of the Company will be reduced accordingly.

Furthermore, Shareholders outside the United Kingdom may not be able to acquire Shares pursuant to future issues of Shares carried out by the Company, and securities laws of certain jurisdictions may restrict the Company's ability to allow participation by Shareholders in such jurisdictions in any future issue of Shares carried out by the Company.

Substantial Shareholders in the Company

From time to time, there may be Shareholders with substantial or controlling interests in the Company. Such Shareholders' interests may not be aligned to the interests of other Shareholders and such Shareholders may seek to exert influence over the Fund. In the event that such Shareholders are able to exert influence to the detriment of other Shareholders, this may have an adverse effect on Shareholder returns.

Concentration of investments

The values of some of the investments in the Current Portfolio are significantly greater than others. As at the date of this Prospectus, approximately 30 per cent. of the value of the Fund's Current Portfolio comprises investments in the Project Entities responsible for 3 projects. If any circumstances arise which materially affect the returns generated by any of those higher valued Project Entities (or any other significant part of the Fund's Investment Portfolio), the effect on the Company's ability to meet its investment objectives may be material.

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.

As at the date of this Prospectus, two of the assets within the Current Portfolio are denominated in Euro, and a proportion of the Fund's future investments may also 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 Fund's investments and the ultimate rate of return realised by investors. Whilst the Fund may enter into hedging arrangements to mitigate this risk 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.

Hedging risk

Should the Fund elect to enter into hedging arrangements to protect against inflation risk, currency risk and/or interest rate risk (and it will be under no obligation to do so), the use of instruments to hedge a portfolio carries certain risks, including the risk that losses on a hedge position will reduce the Fund's earnings and funds available for distribution to investors and that such losses may exceed the amount invested in such hedging instruments. There is no perfect hedge for any investment, and a hedge may not perform its intended purpose of offsetting losses on an investment and, in certain circumstances, could increase such losses.

Although the Fund will select the counterparties with which it enters into hedging arrangements with due skill and care, there will be residual risk that the counterparty may default on its obligations.

Information technology risk

There exists an increasing threat of cyber-attack in which a hacker or computer virus may attempt to access the Company's website or its secure data, or the computer systems of one of the Project Entities in which the Fund invests including the control systems that automate certain aspects of the operation of the Project, and attempt to either destroy or use this data for malicious purposes. While the Company thinks it unlikely that the Company or one of the Project Entities would be the deliberate target of a cyber-attack, there is a possibility that one or other could be targeted as part of a random or general act. The Company's and the Project Entities' services providers have procedures to mitigate cyber-attacks and business continuity plans in place. Data is also separately stored on multiple servers which are backed up regularly.

Alternative Investment Fund Managers Directive

The EU Alternative Investment Fund Managers Directive (No. 2011/61/EU) (the "**AIFM Directive**") seeks to regulate managers of private equity, hedge and other alternative investment funds (including funds investing in Environmental Infrastructure investments). It imposes obligations on managers who manage alternative investment funds ("**AIFs**") in the EEA or who market shares in such funds to EEA investors.

The Company is categorised as an internally managed non-EEA AIF for the purposes of the AIFM Directive as the Directors retain responsibility for the majority of the Company's risk management and portfolio management. The Company has been advised that the services provided by the Investment Adviser pursuant to the Investment Advisory Agreement do not currently require the Investment Adviser to have the regulatory permission to manage an AIF from the UK. However, the AIFM Directive and national implementing legislation is untested and market practice in relation to the extent to which an internally managed AIF can delegate certain functions is still developing. In addition, the AIFM Directive requires the European Commission to review the delegation requirements in light of market developments and, depending on the outcome of that review, there is a risk that the Company will be required to register as an alternative investment fund manager (an "**AIFM**") or appoint an external AIFM if it wishes to continue to market its Shares in the EEA. If it is required to register as an AIFM or appoint an external AIFM it is likely that this will entail additional expenses for the Company (such as the costs of appointing a depositary) which may adversely affect returns for Shareholders.

The AIFM Directive currently allows the continued marketing of non-EEA AIFs, such as the Company, by the AIFM or its agent under national private placement regimes where EEA States choose to retain private placement regimes. In relation to the Company, such marketing is subject to: (i) the requirement that appropriate cooperation agreements are in place between the supervisory authorities of the relevant EEA States in which the New Ordinary Shares are being marketed and the Commission; (ii) the requirement that Guernsey is not on the Financial Action Task Force money-laundering blacklist; and (iii) compliance with certain aspects 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 Fund may be marketed to professional investors in EEA States, 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.

It is possible that a passport will be phased in to allow the marketing of non-EEA AIFs, such as the Company, and it is possible that private placement regimes (under which the Company currently markets its Shares to certain investors based in the EEA) will subsequently be phased out. The timing of the introduction of such a passport and the phasing out of national private placement regimes is currently uncertain. However, the European Securities and Markets Authority ("**ESMA**") published its most recent advice on the extension of the AIFM Directive marketing passport in July 2016, which concluded that (amongst other things) there are no significant obstacles impeding the application of the passport to Guernsey. Both the adoption of the passport and the phasing out of national private placement regimes are subject to certain criteria and may increase the regulatory burden on the Company. Consequently, there may be restrictions on the marketing of the Company's Shares in the EEA, which in turn may have a negative effect on marketing and liquidity of the Shares generally. Any regulatory changes arising from implementation of the AIFM Directive (or otherwise) that limit the Company's ability to market future issues of Shares could have a material adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

The vote by the United Kingdom to leave the European Union

The United Kingdom held a referendum on 23 June 2016 in which a majority of voters voted to exit the European Union ("**Brexit**") and, on 29 March 2017, formally notified the European Council of its intention to leave the EU under Article 50 of the Lisbon Treaty. Negotiations are expected to commence in the coming months to determine the future terms of the United Kingdom's relationship with the European Union, including, among other things, the terms of trade between the United Kingdom and the European Union. The effects of Brexit will depend, amongst other things, on any agreements the United Kingdom makes to retain access to European Union markets either during a transitional period or more permanently.

Brexit could adversely affect European and worldwide economic and market conditions and could contribute to instability in global financial and foreign exchange markets, including volatility in the value of Sterling and the Euro (both currencies in which projects within the Current Portfolio are denominated). The Fund's competitiveness when bidding for overseas assets is affected by a weakened Sterling as such assets become relatively more expensive in Sterling terms. There is a risk that in acquiring overseas assets in a period of weakened Sterling the value of these assets could be reduced should Sterling strengthen again. The Facility helps to mitigate this risk as it can be drawn and repaid in both Euro and Sterling (and such other currencies as may be agreed with the lender) if necessary. At the same time, there may be increased competition for UK assets within the Company's Investment Policy that come to market in the coming months, as such assets are likely to appear relatively less expensive for non-Sterling denominated investors. Such increased competition could reduce the Fund's ability to continue to grow through acquisitions.

The Company's ability to raise new capital could be hindered by any heightened market volatility caused by Brexit in the shorter term. In the longer term, if any changes to the national private placement regimes on which the Company currently relies to raise capital from certain investors based in the EEA (as described in the risk factor above entitled "Alternative Investment Fund Managers Directive") arise as a result of Brexit, this could restrict the Company's ability to market its Shares in the EEA, which in turn may have a negative effect on marketing and liquidity of the Shares generally.

Brexit could also adversely affect the operational, regulatory, insurance and tax regime to which the Fund is currently subject. There may be direct and indirect effects on the renewables industry that arise from the renegotiation of the United Kingdom's trade agreements with the European Union, for example in relation to the cost of equipment, spare parts and servicing or potential tariffs on electricity where it is traded, which could increase the costs borne by the Fund in respect of the renewable energy generation assets within its Investment Portfolio and ultimately impact returns to investors. Further, the UK Government may, following the UK's exit from the European Union, cease to be bound by certain European Union set renewables obligations (although it would remain bound by international and domestic renewables legislation, including the Climate Change Act 2008).

In addition, Brexit could lead to legal uncertainty and potentially divergent national laws and regulations as the United Kingdom determines which European Union laws to replace or replicate. Although the Fund is not constituted in accordance with English law, 22 of the 24 assets comprising its Current Portfolio are located in the UK, and the Fund intends to continue to make investments in Europe. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice, whether as a result of a United Kingdom departure from the European Union or otherwise, after the date of this Prospectus.

Any of these effects of Brexit, and others that the Directors cannot anticipate at this stage given the political and economic uncertainty surrounding the nature of the United Kingdom's future relationship with the European Union, could adversely affect the Fund's business, financial condition and cash flows. They could also negatively impact the value of the Fund and make accurate valuations of the Shares and the Investment Interests comprising the Current Portfolio more difficult.

In response to the decision by the UK to leave the EU, in March 2017 the Scottish parliament voted in favour of seeking a second Scottish independence referendum, although the UK Government has indicated such a vote should not occur before the UK has formally left the EU. The Current Portfolio contains projects located in Scotland and the Fund may make Further Investments in Scottish projects in the future.

Although there is great uncertainty over if, when, and on what terms any Scottish independence referendum may be held, the effect on the Fund's Scottish investments could be far reaching if the Scottish government were to be given individual autonomy, particularly as this could lead to a division of the electricity market in Great Britain and new PFI/PPP or renewable energy policies or legislation. However, the Fund is in any event always exposed to the possibility of change in policy by a government of a country in which the Fund makes an investment.

In the absence of a vote in favour of independence in Scotland, there remains a risk that an enhanced devolution settlement may be agreed, in terms of which further elements of infrastructure and energy policy (along with funding support for renewable energy) could be devolved and could result in similar risks to those posed by independence.

The Scottish government is currently supportive of the UK's renewable energy and PFI/PPP policies. However, the policy of any future administration in respect of renewable energy and PFI/PPP cannot be known of this time. Any move to Scottish independence or greater devolution could have an adverse effect on the Fund's financial position, results of operations, business prospects and returns to investors.

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 UK regime restricting the promotion of unregulated collective investment schemes to other "non-mainstream pooled investments" ("**NMPIs**"). As a result of the NMPI Regulations, 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 previous consultations on the 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 of the Corporation Tax Act 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.

The Company conducts, and intends to continue to conduct its affairs in such a manner that it would qualify for approval by HMRC as an investment trust if it was resident in the UK. As such, for such time as the Company satisfies the conditions to qualify as an investment trust, the Company is and will continue to be outside of the scope of the NMPI Regulations. 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 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 and the liquidity of the Company's Shares may be impacted. In this regard, it should be noted that, whilst the publication and distribution of a prospectus (including this Prospectus) is exempt from the NMPI Regulations, other communications by "approved persons" could be restricted (subject to any exemptions or waivers).

Non-involvement in management and operational decisions

Investors will have no opportunity to control or participate in the day-to-day operations, including investment and disposal decisions, of the Fund.

Legal and regulatory

The Company must comply with the provisions of the Law and, as its Existing Ordinary Shares are, and the New Ordinary Shares will be, admitted to the Official List, the relevant provisions of the Listing Rules and the Disclosure Guidance and Transparency Rules. A breach of the Law could result in the Company and/or the Board being fined or the subject of criminal proceedings. Breach of the Listing Rules could result in the Company's Shares being suspended from listing.

Compensation

The subscription for New Ordinary Shares and the performance of the New Ordinary Shares will not be covered by the Financial Services Compensation Scheme or by any other compensation scheme.

TAXATION RISKS

Investors should consider carefully the information given in Part 7 of this Prospectus and should take professional advice about the consequences for them of investing in the Company.

The Fund structure through which the Company makes investments is based on the current tax law and practice of the UK, France and Guernsey. Such law or practice is subject to change, and any such change may reduce the net return to investors, and the Fund may incur costs in taking steps to mitigate this effect.

To the extent that the Fund's investments are outside the UK, it is possible that the Fund will be subject to some amount of foreign income, capital gains and/or withholding taxes with respect to such investments.

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" for such purposes, it does not make any commitment to investors that it will not be treated as one. Investors should note the statements made in this Prospectus 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

If the Company becomes tax resident in another territory it may be subject to additional taxes which may materially adversely affect the Company's business, results of operations and the value of the Shares. If the Company was found to be UK tax resident (or tax resident in another territory) this may adversely affect the financial condition of the Company, results of operations, the value of the Shares and/or the after-tax return to Shareholders. For example, in order to maintain its non-UK tax resident status, the Company must be an AIF which is authorised or registered outside of the UK, or is not authorised or registered but has its registered office outside of the UK.

Interest deductibility cap

The UK Government has introduced a restriction on the deductibility of UK interest expense with effect from 1 April 2017. In broad terms, these rules limit the deductibility of UK interest expense to the lower of 30 per cent. of UK taxable profits and a proportion of UK taxable profits determined by applying a group ratio based on the net group-interest expense to EBITDA ratio of the worldwide group, subject to a minimum net interest expense of £2 million per year. The UK corporate restriction rules will not apply to the Company provided that it is outside of the scope of UK corporation tax. It is not expected that the worldwide group (as determined under the new rules) consisting of the Company and UK Holdco will be subject to interest restrictions. This is on the basis that the aggregate "net tax-interest expense" for UK Holdco, being the sum of that company's "tax-interest expense amounts" less its "tax-interest income amounts", is not expected to exceed £2 million per year.

It is possible that members of the worldwide group of which the Company is the ultimate parent could become subject to interest restrictions in subsequent periods, in which case there could be an increased UK corporation tax liability for the members of that group.

Transfer pricing

To the extent that: (i) interest paid by Project Entities and Holding Entities on debt provided by parties interested in the equity of the Project Entity (for example, the shareholder loan element of the Investment Interests) exceeds arm's length rates; or (ii) the quantum of any debt provided by such interested parties exceeds that which would have been available at arm's length, the relevant tax authorities may seek to restrict the allowable deduction for such interest payments to arm's length rates. This could result in more tax being paid by a Project Entity or Holding Entity and ultimately may reduce the return to investors.

The OECD Action Plan on Base Erosion and Profit Shifting ("BEPS")

The OECD's Action Plan on BEPS published in 2013, seeks to address perceived flaws in international tax rules. It sets out 15 actions to counter BEPS in a comprehensive and coordinated way. The final reports on these 15 actions were published on 5 October 2015 and it is the responsibility of the OECD members to consider how the BEPS recommendations should be reflected in domestic national legislation. It is possible that the implementation of the BEPS actions may have negative implications for the Company. The BEPS proposals in relation to Action 6 concern preventing the abuse of double tax treaties. The treatment of certain types of investment funds for the purposes of Action 6 is still the subject of further consideration by the OECD so the impact of the implementation of Action 6 on the Company is still unclear. Implementation of Action 6 could, nonetheless, have a material impact on the Company's after-tax investment returns, given Guernsey's limited double tax treaty network and could, therefore reduce, the return to investors.

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.

Interest paid by a UK resident entity to an overseas investor will be subject to withholding tax in the UK unless an exemption applies. One such exemption is in relation to instruments listed on a recognised stock exchange. The loan notes currently issued by UK Holdco to the Company are, and it is expected that any loan notes to be issued in the future by UK Holdco to the Company will be, listed on The International Stock Exchange such that UK income tax is not required to be withheld. In the event of this exemption being repealed in the future, tax may be required to be withheld on interest payments on loan notes issued by UK Holdco to the Company.

Guernsey Zero-10 Regime

The Company applies annually to be granted exempt status for Guernsey tax purposes. In response to the review carried out by the European Union Code of Conduct Group, the States of Guernsey abolished exempt status for the majority of companies with effect from January 2008 and introduced a zero rate of tax for companies carrying on all but a few specified types of activity. However, because investment funds including closed-ended investment companies, such as the Company, were not one of the regimes in Guernsey that were classified by the European Union Code of Conduct Group as being harmful, investment funds including closed-ended investment companies continue to be able to apply for exempt status for Guernsey tax purposes after 31 December 2007. Therefore, it is expected that exempt status will continue to be available to the Company.

US Foreign Account Tax Compliance Act

The Foreign Account Tax Compliance Act ("**FATCA**") provisions of the US Hiring Incentives to Restore Employment Act impose a new reporting regime and potentially a 30 per cent. withholding tax with respect to certain payments to a non-US financial institution (a "**foreign financial institution**" or "**FFI**") that does not become a "**Participating FFI**" and is not otherwise exempt or deemed compliant. The Company is an FFI for FATCA purposes. In general, an FFI becomes a Participating FFI by entering into an agreement with the US Internal Revenue Service ("**IRS**") to provide certain information about its investors or account holders. Alternatively, certain FFIs may be deemed compliant with FATCA, including pursuant to an intergovernmental agreement (an "**IGA**"). On 13 December 2013 the Chief

Minister of Guernsey signed an intergovernmental agreement with the US (the "**US-Guernsey IGA**") regarding the implementation of FATCA, under which certain disclosure requirements will be imposed in respect of certain investors in the Company who are, or are controlled by one or more, residents or citizens of the US. The US-Guernsey IGA is implemented through Guernsey's domestic legislation.

No assurance can be provided that the Company will satisfy Guernsey legal requirements under the IGA and be deemed compliant with FATCA. If the Company does not satisfy these legal requirements and is not deemed compliant with FATCA, the Company may be subject to a 30 per cent. withholding tax on all, or a portion of all, payments received, directly or indirectly, from US sources or in respect of US assets including the gross proceeds on the sale or disposition of certain US assets. Any such withholding imposed on the Company would reduce the amounts available to the Company to make payments to its Shareholders.

If the Company does become deemed compliant with FATCA, Shareholders may be required to provide certain information to the Company or otherwise comply with (or be exempt from) FATCA to avoid withholding on certain amounts of US source income received by the Company. The Company will also have reporting obligations to the Guernsey Income Tax Office. As the Company's Shares are publicly traded, they might not be treated as financial accounts for FATCA purposes in which case the information provisions described in this paragraph might not apply to Shareholders.

If an amount in respect of FATCA withholding tax is deducted or withheld, the Company will not pay additional amounts as a result of the deduction or withholding. As a result, Shareholders may, if FATCA is implemented as currently agreed under the IGA, receive a smaller net investment return from the Company than expected.

UK FATCA 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, or 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. Financial institutions have been required to report under the UK-Guernsey IGA from June 2016 (in respect of 2014 and subsequent periods).

Reporting under the Foreign Multilateral Competent Authority Agreement For Automatic Exchange Of Taxpayer Information

On 13 February 2014, the Organization for Economic Co-operation and Development (the "**OECD**") released a "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. Guernsey along with approximately 100 jurisdictions, has implemented CRS. Certain disclosure requirements will be imposed in respect of certain shareholders in the Company falling within the scope of the CRS. As a result, Shareholders may be required to provide any information that the Company determines is necessary to allow the Company to satisfy its obligations under such measures. Shareholders that own the Shares through financial intermediaries may instead by required to provide information to such financial intermediaries in order to allow the financial intermediaries to satisfy their obligations under the CRS.

Each prospective investor should consult its own tax adviser to obtain a more detailed explanation of FATCA and the CRS and to learn how this legislation might affect the investor in its particular circumstance.

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

IMPORTANT INFORMATION

This Prospectus should be read in its entirety before making any application for New Ordinary Shares. In assessing an investment in the Company, investors should rely only on the information in this Prospectus. No person has been authorised to give any information or make any representations other than those contained in this Prospectus and, if given or made, such information or representations must not be relied on as having been authorised by the Company, the Directors, the Investment Adviser, Winterflood or 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 Prospectus nor any subscription or purchase of New Ordinary Shares made pursuant to this Prospectus shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since, or that the information contained herein is correct at any time subsequent to, the date of this Prospectus.

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 and the New Ordinary Shares, for whom an investment in the New Ordinary Shares constitutes part of a diversified investment portfolio, who fully understand and are willing to assume the risks involved in investing in the Company and who have sufficient resources to bear any loss (which may be equal to the whole amount invested) which might result from such investment. Typical investors in the Company are UK based asset and wealth managers regulated or authorised by the FCA, other institutional and sophisticated investors and private individuals (some of whom may invest through brokers). Investors may wish to consult their stockbroker, bank manager, solicitor, accountant or other independent financial adviser before making an investment in the Company.

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

Apart from the liabilities and responsibilities (if any) which may be imposed on Winterflood by FSMA or the regulatory regime established thereunder, Winterflood makes no representation or warranty, express or implied, nor accepts any responsibility whatsoever for the contents of this 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 Adviser, the New Ordinary Shares or the Issuance Programme. Winterflood (and its affiliates, directors, officers and employees) accordingly disclaim all and any liability (save for any statutory liability) whether arising in tort or contract or otherwise which they might otherwise have in respect of this Prospectus or any such statement.

In connection with the Issuance Programme, Winterflood and any of its affiliates acting as an investor for its or their own account(s), may subscribe for the New Ordinary Shares and, in that capacity, may retain, purchase, sell, offer to sell or otherwise deal for its or their own account(s) in such securities of the Company, any other securities of the Company or other related investments in connection with the Issuance Programme or otherwise. Accordingly, references in this document to the New Ordinary Shares being issued, offered, subscribed or otherwise dealt with, should be read as including any issue or offer to, or subscription or dealing by, Winterflood and any of its affiliates acting as an investor for its or their own account(s). Winterflood does not intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so.

Under any Intermediaries Offer made pursuant to the Issuance Programme, New Ordinary Shares may be offered via certain Intermediaries, which will facilitate the participation in that Issue of their respective clients (and any member of the public who becomes a client of any such Intermediary) located in the United Kingdom. The Company consents to the use of this Prospectus in connection with any subsequent resale or final placement of New Ordinary Shares by any Intermediaries which are appointed in respect of any Intermediaries Offer (whose name will appear on the Company's website http://www.jlen.com) from the date on which the relevant Intermediary is appointed to participate in connection with the subsequent resale or final placement of New Ordinary Shares issued under that Intermediaries Offer, until the closing of the period for the subsequent resale of financial placement of New Ordinary Shares by Intermediaries in respect of that Intermediaries Offer.

The offer periods within which any subsequent resale or final placement of New Ordinary Shares by Intermediaries may be made, and for which consent for appointed Intermediaries to use this Prospectus is given, shall commence and close on such dates during the period from 23 February 2018 to 22 February 2019 as the Company (in consultation with Winterflood and the Investment Adviser) may, in its discretion, decide. The Final Details of any such offer period shall be announced by way of a publication of a notice through a Regulatory Information Service, and on the Company's website http://www.jlen.com.

Any Intermediary that uses this Prospectus must state on its website that it uses this document in accordance with the Company's consent. Intermediaries are required to provide, at the time of such offer, a copy of this Prospectus (or a hyperlink from which this Prospectus may be obtained), on request, to any investor proposing to participate in the Intermediaries Offer. Any application made by investors to any Intermediary is subject to the terms and conditions which apply to the transaction between that investor and that Intermediary. Information on the terms and conditions of any subsequent resale or final placement of New Ordinary Shares by any Intermediary is to be provided by that Intermediary at the time of the relevant Intermediaries Offer.

Each Intermediary will be required, on or prior to its appointment, to agree to the Intermediaries Terms and Conditions, which regulate, *inter alia*, the conduct of the Intermediaries in relation to the offering of New Ordinary Shares on market standard terms and provide for the payment of commission to any Intermediary that elects to receive commission.

The Company accepts responsibility for the information in this Prospectus with respect to any subscriber for New Ordinary Shares pursuant to any subsequent resale or final placement of New Ordinary Shares by any Intermediaries to which consent to use this Prospectus is given.

New information with respect to any Intermediary appointed in respect of any Intermediaries Offer (to the extent unknown at the time of the approval of this Prospectus) will be made available on the Company's website.

Regulatory information

This Prospectus does not constitute an offer to sell, or the solicitation of an offer to subscribe for or buy shares in any jurisdiction in which such offer or solicitation is unlawful. Issue or circulation of this Prospectus may be prohibited in some countries.

The Commission takes no 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.

The Company and its Directors accept responsibility for the information contained in this 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 this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors of the Company have taken all reasonable care to ensure that the facts stated in this 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 this Prospectus, whether of facts or of opinion. All the Directors accept responsibility accordingly.

The directors of the Company are to be treated as responsible for the Prospectus and shall take all reasonable steps to ensure that it does not contain any false or misleading statements or omit facts which would make misleading any statement in the Prospectus.

It should be remembered that the price of the New Ordinary Shares, and the income from them, can go down as well as up.

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

Prospective investors should consider carefully (to the extent relevant to them) the notices to residents of various countries set out on page 183 of this Prospectus.

Investment considerations

The contents of this Prospectus or any other communications from the Company, the Investment Adviser, Winterflood 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 matter. Prospective investors should inform themselves as to:

(a) the legal requirements within their own countries for the purchase, holding, transfer or other disposal of New Ordinary Shares;

(b) any foreign exchange restrictions applicable to the purchase, holding, transfer or other disposal of New Ordinary Shares which they might encounter; and

(c) the income and other tax consequences which may apply in their own countries as a result of the purchase, holding, transfer or other disposal of New Ordinary Shares.

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

The New Ordinary Shares are designed to be held over the long term and may not be suitable as short term investments. There is no guarantee that any appreciation in the value of the Fund's investments will occur or that the Company will achieve its distribution targets (which for the avoidance of doubt are targets only and not profit forecasts), and investors may not get back the full value of their investment. Any investment objectives of the Company are targets only and should not be treated as assurances or guarantees of performance.

All Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of, the provisions of the Memorandum of Incorporation and Articles of Incorporation of the Company, which investors should review. A summary of the Memorandum of Incorporation and the Articles of Incorporation can be found in Part 9 of this Prospectus and a copy of the Articles of Incorporation is available on the Company's website at http://www.jlen.com.

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

Forward-looking statements

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

All forward-looking statements address matters that involve risks and uncertainties and are not guarantees of future performance. Accordingly, there are or will be important factors that could cause the Company's actual results of operations, performance or achievement or industry results to differ materially from those indicated in these statements. These factors include, but are not limited to, those described in the part of this Prospectus entitled "Risk Factors", which should be read in conjunction with the other cautionary statements that are included in this Prospectus. Any forward-looking statements in this 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 at the date of this Prospectus. Subject to any obligations under FSMA, the Listing Rules, the Disclosure Guidance 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 this Prospectus which could cause actual results to differ before making an investment decision. Nothing in this paragraph or in the preceding three paragraphs should be taken as limiting the working capital statement contained in paragraph 3 of Part 8 of this Prospectus.

The actual number of New Ordinary Shares to be issued pursuant to the Issuance Programme will be determined by the Company (in consultation with Winterflood and the Investment Adviser). In such event, the information in this Prospectus should be read in light of the actual number of New Ordinary Shares to be issued pursuant to the Issuance Programme.

No incorporation of website

The contents of the Company's website at http://www.jlen.com do not form part of this Prospectus. Investors should base their decision to invest on the contents of this Prospectus alone and should consult their professional advisers prior to making an application to subscribe for New Ordinary Shares.

Presentation of information

Market, economic and industry data

Market, economic and industry data used throughout this 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 Prospectus to "GBP", "Sterling", "pounds sterling", "pound", "£", "pence" or "p" are to the lawful currency of the UK, and all references to "€" or "Euro" are to the lawful currency of the Euro-zone countries.

Latest practicable date

Unless otherwise indicated, the latest practicable date for the inclusion of information in this Prospectus is at close of business on 21 February 2018.

Definitions

A list of defined terms used in this Prospectus is set out at pages 184 to 195 of this Prospectus.

EXPECTED TIMETABLE AND ISSUANCE PROGRAMME STATISTICS

All references to times in this Prospectus are to London times, unless otherwise stated.

Expected Timetable for the Initial Placing

Publication of the Prospectus	23 February 2018
Initial Placing opens and commencement of bookbuilding	23 February 2018
Extraordinary General Meeting	2 March 2018
Latest time and date for receipt of bids in the bookbuilding in the Initial Placing	2.00 p.m. 6 March 2018
Announcement of the results of the Initial Placing and publication of the Issue Price in respect of the Initial Placing	7 March 2018
Admission and commencement of dealings in New Ordinary Shares issued in the Initial Placing	8.00 a.m. on 9 March 2018
CREST accounts credited in respect of New Ordinary Shares in uncertificated form	As soon as possible after 8.00 a.m. 9 March 2018
Dispatch of definitive share certificates for New Ordinary Shares in certificated form	16 March 2018

Expected Timetable for the Issuance Programme

Publication of the Prospectus	23 February 2018
Issuance Programme opens	23 February 2018
Extraordinary General Meeting	2 March 2018
Publication of the Issuance Programme Price or the methodology for determining the Issuance Programme Price in respect of each Issue undertaken by way of Offer for Subscription and/or Intermediaries Offer, or Placing alongside an Offer for Subscription and/or Intermediaries Offer	At least 10 Business Days before the closing of the relevant Issue
Latest time and date for receipt of completed Subscription Forms under each Issue undertaken by way of Offer for Subscription and payment in full under the Offer for Subscription and settlement of relevant CREST instructions (as appropriate)	11.00 a.m. on the third Business Day before the closing of the relevant Issue
Latest time and date for receipt of completed Subscription Forms from Intermediates under each Issue undertaken by way of Intermediaries Offer*	11.00 a.m. on the third Business Day before the closing of the relevant Issue
Publication of the Issuance Programme Price in respect of each Issue undertaken by way of a Placing only	As soon as reasonably practicable following the closing of each Issue
Admission to the Official List and commencement of dealings in New Ordinary Shares on the London Stock Exchange	8.00 a.m. on each day New Ordinary Shares are issued
CREST accounts credited in respect of New Ordinary Shares in uncertificated form	8.00 a.m. on each day New Ordinary Shares are issued
Dispatch of definitive share certificates for New Ordinary Shares in certificated form (where applicable)**	Approximately one week following Admission of the relevant New Ordinary Shares

Last date for New Ordinary Shares to be issued pursuant to the Issuance Programme	22 February 2019

The dates and times specified above and mentioned throughout this Prospectus are subject to change. In the event that a relevant date or time is changed, the Company will notify investors who have applied for New Ordinary Shares of changes to the timetable by the publication of an announcement through a Regulatory Information Service.

Issuance Programme Statistics

Number of Existing Ordinary Shares in issue as at the date of this Prospectus	378,477,029
Maximum number of New Ordinary Shares to be issued pursuant to the Issuance Programme	200 million
Issuance Programme Price per New Ordinary Share	Not less than the Company's Net Asset Value per New Ordinary Share at the time of allotment, plus a premium intended to cover, but not to be limited to, the direct costs and expenses of that Issue.
ISIN of the Ordinary Shares	GG00BJL5FH87
SEDOL of the Ordinary Shares	BJL5FH8
Ticker Code	JLEN
Legal Entity Identified Number (LEI) for the Company	213800JWJN54TFBMBI68

* Certain Intermediaries may have earlier deadlines.

** Underlying Applicants in the Intermediaries Offer will not receive share certificates.

DIRECTORS, AGENTS AND ADVISERS

Directors (all non-executive)	Richard Morse (Chairman) Christopher Legge Denise Mileham Peter Neville Richard Ramsay all of Sarnia House, Le Truchot, St Peter Port, Guernsey GY1 1GR, Channel Islands
Investment Adviser	**John Laing Capital Management Limited** 1 Kingsway London WC2B 6AN United Kingdom
Administrator to the Company, Company Secretary, Designated Administrator and Registered Office	**Praxis Fund Services Limited** Sarnia House Le Truchot St Peter Port Guernsey GY1 1GR Channel Islands
Sole Sponsor and Bookrunner	**Winterflood Securities Limited** The Atrium Building Cannon Bridge House 25 Dowgate Hill London EC4R 2GA United Kingdom
Registrar	**Link Market Services (Guernsey) Limited** PO Box 627 St Peter Port Guernsey GY1 4PP
Receiving Agent	**Link Asset Services** Corporate Actions The Registry 34 Beckenham Road Beckenham Kent BR3 4TU United Kingdom
Reporting Accountants	**Deloitte LLP** Regency Court Glategny Esplanade St Peter Port Guernsey GY1 3HW Channel Islands
Auditor	**Deloitte LLP** Regency Court Glategny Esplanade St Peter Port Guernsey GY1 3HW Channel Islands

Solicitors to the Company as to English Law	**Hogan Lovells International LLP** Atlantic House Holborn Viaduct London EC1A 2FG United Kingdom
Advocates to the Company as to Guernsey Law	**Mourant Ozannes** Royal Chambers St Julian's Avenue Guernsey, GY1 4HP Channel Islands
Solicitors to Winterflood as to English Law	**Norton Rose Fulbright LLP** 3 More London Riverside London SE1 2AQ United Kingdom
Principal Bankers	**HSBC Bank plc** PO Box 31 St Peter Port Guernsey GY1 3AT Channel Islands

PART 1

INFORMATION ON THE COMPANY

INTRODUCTION

John Laing Environmental Assets Group Limited (the "**Company**") is a limited liability, Guernsey-incorporated investment company whose Ordinary Shares have a premium listing on the Official List and are traded on the Main Market of the London Stock Exchange. The Company currently has 378,477,029 Ordinary Shares in issue. The unaudited NAV per Ordinary Share as at 31 December 2017 was 98.5 pence. As at 22 February 2018, being the latest practicable date prior to the publication of this Prospectus, the Company had a market capitalisation of approximately £389.83 million. The Company is proposing to launch an Issuance Programme of up to 200 million New Ordinary Shares.

The Company's Investment Policy is to invest in Environmental Infrastructure, which the Company defines as infrastructure projects that utilise natural or waste resources or support more environmentally-friendly approaches to economic activity. This could involve the generation of renewable energy (including solar, wind, hydropower, anaerobic digestion and biomass technologies), the supply and treatment of water, the treatment and processing of waste, and projects that promote energy efficiency.

An investment in the Company will enable investors to gain an exposure to a diversified portfolio of operational Environmental Infrastructure projects. The Current Portfolio includes wind and solar energy generation projects and environmental processing projects including waste processing, wastewater treatment and anaerobic digestion. All the projects in the Current Portfolio have the benefit of long-term, predictable, wholly or partially inflation linked cash flows supported by long-term contracts and/or benefit from a stable regulatory operating environment.

The Company makes its investments via a group structure involving John Laing Environmental Assets Group (UK) Limited, an English limited company and wholly-owned subsidiary of the Company ("**UK Holdco**") and additional holding companies for certain projects (the Company and UK Holdco together or individually as appropriate the "**Fund**", and the Company, UK Holdco and any direct or indirect subsidiaries of either of them together the "**Group**").

BACKGROUND TO, AND REASONS FOR, THE ISSUANCE PROGRAMME

The Company launched in March 2014 raising £160 million through the issue of 160 million Ordinary Shares. The net proceeds of the IPO were invested in a diverse portfolio of Environmental Infrastructure assets across the solar, wind and environmental processing sectors.

The Company's portfolio continued to grow following the IPO, funded through drawdowns on its revolving credit facilities and a series of further equity capital raises in 2015, 2016 and 2017.

The 2016 equity capital raises were conducted by way of a tap issuance programme announced by the Company in July 2016, utilising the Shareholder authorities granted at the 2015 AGM and 2016 AGM. The two equity raises undertaken by the Company in 2017 were institutional placings carried out under a placing programme established by the Company in December 2016, pursuant to Shareholder authorities granted at an extraordinary general meeting held on 15 December 2016. The 2017 placings raised, in aggregate, approximately £95.5 million.

In total, since the IPO, the Company has raised approximately £180 million through the issue of new Ordinary Shares, and has built an attractive and well balanced investment portfolio comprising six solar PV assets, 13 onshore wind farm assets and five environmental processing assets (including two anaerobic digestion plants).

The Company continues to see a significant pipeline of attractive opportunities to acquire Environmental Infrastructure assets, both from the John Laing Group and third parties, and wishes to ensure that it is in a position to capitalise on these opportunities as and when they become available.

Although the Company seeks, where appropriate, to use the Facility to give it the flexibility to acquire further assets on a timely basis, it is not the Company's policy to maintain long-term gearing at Fund

level. On this basis, the Company intends (where it considers it appropriate) to issue Ordinary Shares from time to time in order to recapitalise the Facility (or, if appropriate, to make new investments) using the proceeds of such issues.

The Company is now limited in the number of Ordinary Shares it is able to issue under the Shareholder authorities granted at the 2017 AGM and without publication of a prospectus. Accordingly, at the Extraordinary General Meeting, the Board will propose, subject to Shareholder approval, to issue up to 200 million New Ordinary Shares pursuant to an Issuance Programme.

The net proceeds of the Initial Placing will be used to repay amounts drawn under the Facility in readiness for further acquisitions from an identified pipeline of attractive opportunities on which the Company wishes to capitalise in the short-term. Following the Initial Placing, the net proceeds of any Issues undertaken pursuant to the Issuance Programme will be used to repay amounts drawn under the Facility and/or to fund acquisition opportunities in accordance with the Company's Investment Policy, subject to the circumstances at the time of each Issue.

BENEFITS OF THE ISSUANCE PROGRAMME

The Directors believe that the Issuance Programme will have the following benefits:

- the Company will be able to repay existing borrowings under the Facility, thereby freeing up capacity in order to fund acquisition opportunities;
- it should enable the Company to take advantage of investment opportunities as they arise in the future, mitigating the risk of cash drag;
- it will enable the Company to raise additional capital quickly, in order to take advantage of discrete pipeline investment opportunities;
- the market capitalisation of the Company will increase, and secondary market liquidity of the Ordinary Shares is expected to be improved;
- additional acquisitions will further grow and diversify the Company's portfolio;
- the Company's competitive position will be increased by it becoming a larger market participant and through growth in its portfolio; and
- the Company's fixed running costs will be spread across a larger equity capital base, thereby further reducing the Company's ongoing charges ratio.

DETAILS OF THE INITIAL PLACING

The Company is proposing an initial capital raising under the Issuance Programme of up to £30 million by way of an Initial Placing of New Ordinary Shares to certain institutional and sophisticated investors. The Company reserves the right to reduce or increase the amount to be raised pursuant to the Initial Placing, save that maximum size of the Initial Placing will not exceed the amount of the outstanding balance on the Facility as at the date on which the bookbuild in relation to the Initial Placing closes.

The Initial Placing will be undertaken by way of a bookbuilding process and, to participate in the Placing, investors should communicate their bid(s) to Winterflood, including the number of New Ordinary Shares for which the investor wishes to subscribe and the price or price range the investor is offering to pay for such New Ordinary Shares.

The price at which New Ordinary Shares will be issued in the Initial Placing will be at a premium to the Company's Net Asset Value per Ordinary Share, at least sufficient to cover the costs of the Initial Placing (the "**Issue Price**"). The Issue Price, together with the number of New Ordinary Shares to be issued, will be announced by the Company shortly after the closing of the bookbuild, through a Regulatory Information Service.

The Initial Placing is conditional, *inter alia*, upon Admission of the New Ordinary Shares to be issued pursuant to the Initial Placing occurring no later than 8.00 a.m. on 9 March 2018 (or such later time and/or date as the Company and Winterflood may agree in accordance with the Placing Agreement)

and the Placing Agreement not being terminated and becoming unconditional in accordance with its terms.

Further information in relation to the Issuance Programme is contained in Part 6 of this Prospectus. The Terms and Conditions for each Placing (including the Initial Placing) are set out in Appendix 1 to this Prospectus.

DETAILS OF THE ISSUANCE PROGRAMME

Following the Initial Placing, the Company is seeking to issue up to 200 million New Ordinary Shares through the Issuance Programme (less the number of New Ordinary Shares issued under the Initial Placing). Under the Issuance Programme, the Company may issue New Ordinary Shares in one or more tranches (pursuant to Offers for Subscription, Placings and/or Intermediaries Offers), on such dates as are determined by the Directors, during the period commencing on 23 February 2018 and ending on 22 February 2019.

As the Issuance Programme is not pre-emptive, the Company will seek the authority of Existing Shareholders, under the Pre-emption Resolution to be proposed at the Extraordinary General Meeting, to disapply the pre-emption rights contained in the Articles in respect of the maximum number of Ordinary Shares proposed to be issued under the Issuance Programme. Each Issue under the Issuance Programme, including the Initial Placing, is conditional upon the passing of the Pre-emption Resolution at the Extraordinary General Meeting.

Further information in relation to the Issuance Programme is contained in Part 6 of this Prospectus.

INVESTMENT OBJECTIVE

The Company aims to provide Shareholders with a sustainable dividend, paid quarterly, that increases progressively in line with inflation, and to preserve the capital value of its portfolio on a real basis over the long term through the reinvestment of cash flows not required for the payment of dividends. The Company aims to provide investors with an annual dividend per Ordinary Share, initially of 6.0 pence, that increases progressively in line with inflation from 1 April 2015. The target dividend for the year to 31 March 2018 is 6.31 pence per Ordinary Share.[4]

The Company is targeting an IRR of 7.5 to 8.5 per cent. (net of fees and expenses)[5] on the original issue price of 100 pence per Ordinary Share issued at IPO in March 2014, to be achieved over the longer term via active management to enhance the value of the Investment Portfolio, and by the reinvestment of excess cash flow into purchasing further Environmental Infrastructure investments from the John Laing Group and other sources.

INVESTMENT OPPORTUNITY

The Directors believe that an investment in the Company offers the following attractive characteristics.

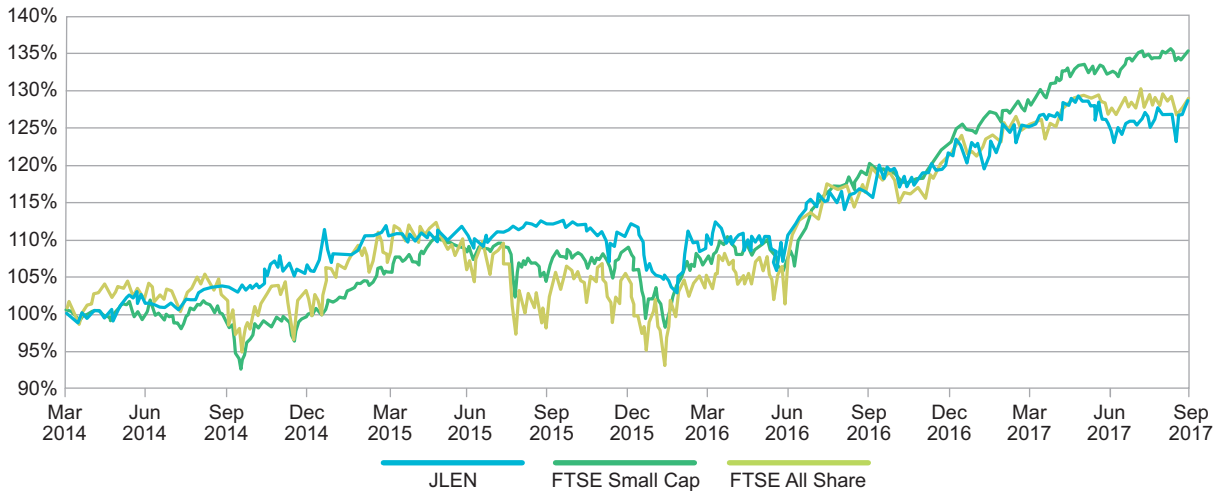
Strong performance since IPO

Since its IPO on 31 March 2014, the Company has successfully capitalised on the investment opportunities presented by the Investment Adviser and its relationship with John Laing to build a strong portfolio of investments across a range of technologies, geographies and revenue sources within the environmental infrastructure space.

4 These are targets only and not profit forecasts. There can be no assurance that these targets will be met or that the Company will make any distributions at all.

5 These are targets only and not profit forecasts. There can be no assurance that these targets will be met or that the Company will make any distributions at all.

From the date of the IPO to 30 September 2017, the Company has delivered a Total Shareholder Return (unaudited) of 31.0 per cent., underpinned by an annualised total return of 8.4 per cent. as at the date of the Company's last annual accounts on 31 March 2017. The chart below shows the Company's Total Shareholder Return (unaudited) since IPO:



Source: Morningstar

The Company's strong performance is also reflected in the distributions made to Shareholders since the IPO. For each financial year since the IPO, the Board has declared annual dividends which have exceeded the Company's annual dividend for the previous year on a per Share basis and have met the Company's objective of providing investors with an annual dividend per Ordinary Share of 6.0 pence for the period ending March 2015 which increases progressively in line with inflation from 1 April 2015[6].

The tables below show the distributions delivered by the Company to its Shareholders since the IPO:

	Distributions (pence per Ordinary Share)			
	*2014**	*2015**	*2016*	*2017*
31 March	–	3.0	1.5135	1.535
30 June	–	–	1.54	1.5775
30 September	3.0	3.027	1.53	1.5775
31 December	–	1.5135	1.535	1.5775

* Prior to 2016, the Company paid semi-annual distributions. The Company commenced paying quarterly dividends from January 2016, with the first payment in March 2016 in respect of the three months to 31 December 2015.

	Distributions (pence per Ordinary Share)			
	FY 2014	*FY 2015*	*FY 2016*	*FY 2017*
Annual	–	6.0	6.054	6.14

Diversified Investment Portfolio

An investment in the Company will enable investors to gain exposure to a diversified portfolio of operational Environmental Infrastructure projects. The Current Portfolio includes wind, solar and environmental processing projects. All the projects in the Current Portfolio have the benefit of long-term, predictable, wholly or partially inflation linked cash flows supported by long-term contracts and/or benefit from a stable regulatory operating environment.

The Current Portfolio projects are located in the UK and France and are fully operational. The wind and solar generation projects in the Current Portfolio are supported by stable and well established regulatory frameworks in the UK and France. In the environmental processing sector, the waste and wastewater treatment and processing projects in the Current Portfolio were developed under PFI, have

6 These are targeted amounts only and are not profit forecasts. The Company's ability to declare and make these dividend payments will depend on a number of factors including the Fund's Distributable Cash Flows for the periods concerned and the Directors' assessment of the solvency of the Company at the relevant time. There can be no assurance that these targets will be met or that the Company will make any distributions at all.

operating track records exceeding eight years and benefit from long-term contracts backed by the UK Government. Each of the anaerobic digestion projects in the Current Portfolio has an operational history of more than three years, and benefits from revenue streams backed by an established UK regulatory framework.

Further information on the Current Portfolio can be found in Part 3 of this Prospectus.

Revenue downside protection

The revenues of the projects in the Current Portfolio are impacted by volume risk and price risk. However, these risks are mitigated by several factors, such that the exposure of the Fund is relatively limited.

The wind and solar generation projects in the Current Portfolio (comprising approximately 81 per cent. of the Current Portfolio by value) receive a guaranteed index-linked payment per MWh of electricity (either a FIT or payment for the ROCs[7], each as described more fully in Part 2 of this Prospectus) in addition to the payment for electricity sold under a PPA. The revenue received from government support and similar regimes, and therefore exposed to little or no price risk, represents approximately 50 per cent. of the revenue of the projects in the wind portfolio and approximately 73 per cent. for the projects in the solar portfolio.

The wind and solar generation projects are dependent upon the volume of electricity they generate, which is in turn dependent in large part upon the extent of wind and solar resource. In practice, the extent of that resource risk is forecast to be limited. Technical analysis indicates that the extent of variance in electricity generation for the wind projects is expected to be on average less than 9.3 per cent. from the mean 90 per cent. of the time. For solar, the extent of variance is expected to be less than 7.4 per cent. on average.

Revenues from the waste and wastewater treatment and processing projects in the Current Portfolio (comprising approximately 13 per cent. of the Current Portfolio by value) are not exposed to price risk as the price per unit they receive is fixed by contract and they do not sell electricity. Their revenues are exposed to some extent to the volumes of waste and wastewater respectively that they process. However, volume risk is mitigated by the presence of "tariff bands" and "guaranteed minimum tonnage" arrangements (as explained further in the Risk Factors section of this Prospectus under the heading "Waste and wastewater volume risk"). For waste projects, these arrangements ensure that proportionately more revenue is earned at lower volumes and provide a base level of revenue regardless of the tonnage of waste that the respective Public Sector Clients deliver. For the wastewater project, although no "guaranteed minimum tonnage" arrangement is in place, in practice volumes are not expected to vary significantly on the basis of historical data. 2017, for example, represents the driest year within the operating history of the project, and yet volumes only fell 11 per cent. relative to the average flow levels of the project (2002-2017). This minimum observed volume also remains well within the banding levels originally agreed in respect of the project, and is therefore successfully mitigated by the contracts' pricing methodology implemented by the Company.

The Vulcan Renewables and Icknield Farm AD projects (which, together, comprise approximately 6 per cent. of the Current Portfolio by value) receive guaranteed, index-linked, payments in respect of each MWhth/MWh of biomethane/electricity either supplied to the grid or used onsite by the plant (under the RHI or a FIT), each as described more fully in Part 2 of this Prospectus) in addition to the payment for biomethane sold under a GPA or any electricity exported under a PPA. The revenue received from government support and similar regimes, and therefore exposed to little or no price risk, represents approximately 80 per cent. of the revenue of the AD projects in the Current Portfolio.

Investment Portfolio revenues linked to inflation

The FIT and the price of ROCs for the wind and solar generation projects in the Current Portfolio, and the FIT and RHI in respect of the Vulcan Renewables AD project and Icknield AD project, are directly linked to RPI in the UK and (in respect of the French solar assets in the Current Portfolio) to defined inflation indices in France. In addition, the revenues from the waste and wastewater treatment and

7 A small proportion of the revenue (c. 10 per cent.) from ROCs comes from the "ROC recycle" that is not a fixed price subject to inflation. See Part 2 of this Prospectus for more details.

processing projects in the Current Portfolio are indexed according to bespoke indexation mechanisms which are well correlated with the UK RPI.

As a result, the Directors expect that the revenues that the Company will receive from the Investment Portfolio are likely to have strong correlation with inflation and in particular the UK RPI.

Potential value enhancements to and upside potential of Investment Portfolio

The Directors believe that there are value enhancement opportunities for the Investment Portfolio including contract variations, optimisation of lifecycle costs and other asset management initiatives. For example, modelled amounts for lifecycle costs on certain projects within the Current Portfolio take into account an amount for indexation and assume a particular lifespan for the assets relating to the projects in question. Longer asset lifespans owing to active asset management and lower than forecast cost inflation may therefore result in costs payable by the relevant Project Entity being less than anticipated. Other potentially value-enhancing asset management initiatives include the rationalisation of management and subcontractor costs across the wind farm and solar PV projects within the Investment Portfolio, portfolio insurance savings and the bulk pooling of power across the renewable energy generation projects.

Relationship with the John Laing Group

The Directors believe that the Company is well positioned for future acquisition driven growth through its privileged access to the John Laing pipeline of Environmental Infrastructure investments and its close relationship to John Laing as Investment Adviser.

- *Pipeline of potential Further Investments from John Laing*

As at 31 December 2017, John Laing had a portfolio of 10 Environmental Infrastructure projects that are within the scope of the First Offer Agreement. The John Laing Group has a strong global pipeline of projects and has a strategy of seeking future growth both in the UK and in international markets. A number of Environmental Infrastructure projects that are likely to fit the Company's Investment Policy are currently under construction.

Pursuant to the First Offer Agreement with John Laing, the Company has a right of first offer to acquire Environmental Infrastructure investments located in the UK, Ireland, Sweden and any other country in the European Union or the European Free Trade Association, which are in accordance with the Company's Investment Policy and which John Laing wishes to sell.

The Company expects that, pursuant to the First Offer Agreement, Environmental Infrastructure projects that are in accordance with the Company's Investment Policy with a combined investment value for the Fund of approximately £260 million (as estimated by John Laing) will become available for acquisition by the Fund within the period to 31 December 2020.

- *Third party introductions from John Laing*

John Laing has a global network of contacts in the Environmental Infrastructure sector which provides the Company with access to opportunities from third parties. John Laing Capital Management Limited (a wholly-owned member of the John Laing Group) (the "**Investment Adviser**") is well placed to receive referrals directly from the John Laing Group which is expected to benefit the Company through a wider range of opportunities over the long term.

- *Ongoing services*

John Laing is an experienced provider of asset management services and, up until 30 November 2016, provided asset management services to the Company's investments. John Laing has specialist resources skilled in construction-related matters, treasury management, tax and resolution of PFI contractual disputes, and these resources can be made available to the Company as required through JLCM.

HCP Management Services Limited (company number 03819468) ("**HCP**") provides management services to certain Project Entities under a number of management services agreements.

Experienced Investment Adviser

The Investment Adviser has been appointed by the Company and UK Holdco to provide investment advice. Chris Tanner and Chris Holmes head up the team at the Investment Adviser and are dedicated to advising on the management of the Fund.

Chris Tanner and Chris Holmes have over 38 years' experience combined in infrastructure, PFI and renewable projects. Further details in relation to the Investment Adviser and the investment advisory team are set out in Part 4 of this Prospectus.

Independent Board of Directors

The Board is made up of five non-executive directors with relevant and complementary backgrounds, all of whom are independent of the John Laing Group. The Investment Adviser is subject to the overall supervision of the Board and all decisions on the acquisition of new investments and the disposal of existing investments are subject to the approval of the Board.

INVESTMENT POLICY

General

The Company's Investment Policy is to invest in Environmental Infrastructure projects that have the benefit of long-term, predictable, wholly or partially inflation-linked cash flows supported by long-term contracts or stable regulatory frameworks.

The Company will invest in Investment Interests (being partnership equity, partnership loans, membership interests, share capital, trust units, shareholder loans and/or debt interests in or to Project Entities or any other entities or undertakings in which the Fund invests or may invest) in Environmental Infrastructure projects either directly or through holding or other structures that give the Company an investment exposure to Environmental Infrastructure projects.

Environmental Infrastructure is defined by the Company as infrastructure projects that utilise natural or waste resources or support more environmentally-friendly approaches to economic activity. This could involve the generation of renewable energy (including solar, wind, hydropower and biomass technologies), the supply and treatment of water, the treatment and processing of waste, and projects that promote energy efficiency.

Whilst there are no restrictions on the amount of the Company's assets that may be invested in any individual type of Environmental Infrastructure, the Company will, over the long-term, seek to invest in a spread of investments both geographically and across different types of Environmental Infrastructure in order to achieve a broad spread of risk in the Company's portfolio. The Company will also ensure that its Investment Portfolio comprises a minimum of five Environmental Infrastructure projects at any given time, save that this requirement shall not apply when the Company is being wound up or dissolved.

The projects comprising the Current Portfolio are underpinned by well-established technologies, and it is intended that the equipment and systems used by the assets in the Investment Portfolio will not rely substantially on new technology and that they will have a significant track record of use in other projects. On acquisition, the relevant equipment will also have demonstrated operational performance. However, as Environmental Infrastructure is a relatively new asset class and the technologies that underpin it may be subject to technological advancements in the future, Shareholders should note that the actual investment allocation will depend on the development of the Environmental Infrastructure market, underlying technologies and the judgement of the Directors (on the advice of the Investment Adviser) as to what is in the best interests of the Company at the time of investment.

Investment Restrictions

With the object of achieving a spread of risk, the Directors have adopted the following investment restrictions that will apply to the acquisition of Investment Interests in any new Environmental Infrastructure project and to the acquisition of additional Investment Interests in respect of any

Environmental Infrastructure project in which the Fund is already invested at the time of the commitment to invest.

- The substantial majority of projects in the Investment Portfolio by value and number will be operational. It is possible that a limited number of projects that are in construction may be acquired by the Fund (including where the underlying project is part of a wider acquisition of a portfolio of operational post-construction projects). The Fund will not acquire Investment Interests in any project if as a result of such investment, 15 per cent. or more of the Net Asset Value is attributable to projects that are in construction and are not yet fully operational.

- At least 50 per cent. of the Investment Portfolio (by value) will be based in the UK and the Fund will only invest in projects that are located in OECD countries. Accordingly, the Fund will not acquire Investment Interests in any project if as a result of such investment more than 50 per cent. of the Net Asset Value immediately post-acquisition is attributable to projects that are not based in the UK.

- It is the Company's intention that when any new acquisition is made, Investment Interests in any single project acquired will not have an acquisition price (or, if it is an additional interest in an existing investment, the combined value of both the existing interest and the additional interest acquired) greater than 25 per cent. of the Net Asset Value immediately post-acquisition. In no circumstances will a new acquisition exceed a maximum limit of 30 per cent. of the Net Asset Value immediately post-acquisition.

Borrowing and Gearing

Fund Level

The Company intends to make use of short-term debt financing to facilitate the acquisition of investments, either by borrowing itself or by permitting UK Holdco to borrow. In either case, such borrowing may be secured against the assets comprising the Investment Portfolio. It is intended that such debt will be repaid periodically by the raising of new equity finance by the Company. The level of such debt is limited to 30 per cent. of the Company's Net Asset Value immediately after the acquisition of any Further Investment. Such debt will not include (and will be subordinate to) any project level gearing, which shall be in addition to any borrowing at Fund level.

Project Level

The Fund may acquire Investment Interests in respect of projects that have non-recourse project finance in place at the Project Entity level. Project finance is well established as a source of funding in all the sectors within the Company's Investment Policy, and is particularly relevant to and prevalent among PFI/PPP projects. Gearing levels can approach 85 to 90 per cent. of the Gross Project Value of projects developed under a typical PFI/PPP structure. The Company will therefore approach the issue of project-level debt in a pragmatic manner, assessing each investment opportunity individually in determining the level of gearing (if any) that will remain in place post acquisition by the Fund. In the case of projects developed under a PFI/PPP structure this is expected to mean that there will be no change to the quantum of project level debt.

The Company will target aggregate non-recourse financing attributable to Renewable Energy Generation projects not exceeding 65 per cent. of the aggregate Gross Project Value of such projects, although as at the date of this Prospectus the Fund is materially below this level. The Company will target aggregate non-recourse financing attributable to projects structured as PFI/PPP projects not exceeding 85 per cent. of the aggregate Gross Project Value of such projects. The Fund will not invest in any project that would cause the Company to be in breach of the targeted limits if the Directors do not reasonably believe that the relevant target leverage limit can be achieved within six months of the date of investment in that project. It is therefore possible that the Company may exceed the targeted gearing limits set out in this paragraph, but only in circumstances where the Directors reasonably believe that such breach can be cured (by achieving the relevant target leverage limit) within six months of the date of investment in the relevant project. This does not affect the Fund level borrowing limit of 30 per cent. of the Company's Net Asset Value immediately after the acquisition of any Further Investment (as described above).

The potential impact on the Fund should terms or covenants in relation to project level borrowing be breached is considered on page 27 of this Prospectus under the heading "Financial Terms for Senior Debt" in the "Risk Factors" section.

Origination of investments

It is expected that Further Investments will include investments that will be acquired from members of the John Laing Group as well as from parties not connected with the John Laing Group.

The Company has established procedures to deal with any potential conflicts of interest that may arise from individuals at the John Laing Group both advising the Directors on the "buy-side" (for the Fund) and acting on the "sell-side" (for any member of the John Laing Group) in relation to any acquisition of projects from the John Laing Group. These procedures include requiring:

- The creation of a separate "buy-side" committee (representing the interests of the Fund as purchaser) and a separate "sell-side" committee (representing the interests of the relevant John Laing Group company as seller), with each member of the "buy-side" committee having the benefit of a release from his or her duties as a John Laing Group employee to the extent that these duties conflict with their duties to act in the interests of the Fund as a member of the "buy-side" committee.
- The "buy-side" committee to conduct due diligence on the Investment Interests proposed to be purchased which is separate from and independent of any due diligence conducted for the John Laing Group, and for a report on the Fair Market Value of the Investment Interests to be obtained from an independent expert.
- The establishment of information barriers between members of the "buy-side" and "sell-side" committees to ensure confidentiality and integrity of commercially sensitive information, and for individuals with economic interests in the Investment Interests to abstain from participating in committee discussions and votes on the relevant projects.

The Fund will seek to acquire Further Investments in the future both from the John Laing Group and from the wider market. In selecting the projects to acquire, the Investment Adviser and the Directors will be obliged to ensure that these projects meet the Company's Investment Policy.

The Investment Adviser will be subject to the overall supervision of the Board and all decisions on the acquisition of new investments and the disposal of existing investments will be subject to the approval of the Directors, all of whom are independent of the John Laing Group. To the extent that any Director is appointed to the Board in the future who is not independent from the John Laing Group, any such Director will not participate in any decision to acquire investments from or sell investments to any member of the John Laing Group.

In view of the procedures and protections set out above and the fact that it is a key part of the Company's Investment Policy to acquire assets from the John Laing Group, the Company will not seek the approval of Shareholders to acquisitions of assets from the John Laing Group in the ordinary course of the Company's Investment Policy.

The RCIS Rules require that any arrangements between a relevant person (as defined in the RCIS Rules) and the Company are at least as favourable to the Company as would be any comparable arrangement effected on normal commercial terms negotiated at arm's length between the relevant person and an independent party.

The Company has the contractual right of first offer (in accordance with the First Offer Agreement) for relevant Investment Interests in Environmental Infrastructure projects in the UK, Ireland, Sweden and any other country in the European Union or the European Free Trade Association, of which John Laing wishes to dispose and that are consistent with the Company's Investment Policy (other than in respect of disposals to John Laing (or any of its subsidiary undertakings), but excluding any funds managed or advised by any member of the John Laing Group). It is envisaged that John Laing Group companies will periodically make available for sale further portfolios of Investment Interests in Environmental Infrastructure projects that have completed construction (although there is no guarantee that this will be the case). Subject to due diligence and agreement on price, the Fund will seek to acquire those projects that fit the investment objective and Investment Policy of the Company.

The Fund will also seek out and review acquisition opportunities from outside the John Laing Group that arise and will, where appropriate, carry out the necessary due diligence. If, in the opinion of the Directors the risk characteristics, valuation and price of the Investment Interests in the project or projects for sale is acceptable and is consistent with the Company's investment objective and Investment Policy, then (subject to the Fund having sufficient sources of capital) an offer will be made (without seeking the prior approval of Shareholders) and, if successful, the Investment Interests in the relevant project or projects will be acquired by the Fund.

Potential disposal of investments

Whilst the Directors may elect to retain Investment Interests in the Investment Portfolio projects that the Fund acquires and any other Further Investments made by the Fund over the long-term, the Investment Adviser will regularly monitor the valuations of such projects and any secondary market opportunities to dispose of Investment Interests and report to the Directors accordingly. The Directors only intend to dispose of investments where they consider that appropriate value can be realised for the Fund or where they otherwise believe that it is appropriate to do so. Proceeds from the disposal of investments may be reinvested or distributed at the discretion of the Directors.

Cash management policy

Until the net proceeds of the Issuance Programme are fully utilised (to the extent that they are not used immediately to repay amounts drawn on the Facility) and pending reinvestment or distribution of cash receipts, cash received by the Fund will be invested in cash, cash equivalents, near cash instruments, money market instruments and money market funds and cash funds. The Fund may also hold derivative or other financial instruments designed for efficient portfolio management or to hedge interest, inflation or currency rate risks.

The Company and any other member of the Group may also lend cash which it holds as part of its cash management policy.

Currency and hedging policy

Where investments are made in currencies other than GBP, the Fund will consider whether to hedge currency risk in accordance with the Fund's currency and hedging policy as determined from time to time by the Directors.

A portion of the Fund's underlying investments may be denominated in currencies other than GBP. However, any dividends or distributions in respect of the Ordinary Shares will be made in GBP and the market prices and Net Asset Value of the Ordinary Shares will be reported in GBP. Currency hedging may be carried out to seek to provide some protection to the level of GBP dividends and other distributions that the Fund aims to pay on the Ordinary Shares, and in order to reduce the risk of currency fluctuations and the volatility of returns that may result from such currency exposure. Such currency hedging may include the use of foreign currency borrowings to finance foreign currency assets and forward foreign exchange contracts.

Interest rate hedging may be carried out to seek to provide protection against increasing costs of servicing debt drawn down by the Fund to finance investments. This may involve the use of interest rate derivatives and similar derivative instruments. Hedging against inflation may also be carried out and this may involve the use of RPI swaps and similar derivative instruments.

It is intended that the currency, interest rate and any inflationary hedging policies be reviewed by the Directors on a regular basis to ensure that the risks associated with movements in foreign exchange rates, interest rates and inflation are being appropriately managed. Such transactions (if carried out) will only be undertaken for the purpose of efficient portfolio management to enhance returns from the portfolio and will not be carried out for speculative purposes. The execution of currency, interest rate and inflationary hedging transactions is at the discretion of the Investment Adviser, subject to the policies set by and the overall supervision of the Directors.

Amendments to and compliance with the Investment Policy

Material changes to the Investment Policy of the Company may only be made in accordance with the approval of the Shareholders by way of ordinary resolution and (for so long as the Ordinary Shares are

listed on the Official List) in accordance with the Listing Rules. Minor changes to the Investment Policy must be approved by the Directors.

The investment restrictions detailed above apply at the time of the acquisition of Investment Interests and the values of existing Investment Interests shall be as at the date of the most recently published NAV of the Company unless the Directors believe that such valuation materially misrepresents the value of the Fund's Investment Interests at the time of the relevant acquisition. The Fund will not be required to dispose of Investment Interests and to rebalance its Investment Portfolio as a result of a change in the respective valuations of Investment Interests.

THE CURRENT PORTFOLIO

The Current Portfolio consists of Investment Interests in 24 assets in the wind, solar generation and environmental processing sectors. The Current Portfolio comprises:

- six solar PV assets (Amber Solar, Branden Solar; CSGH Solar, Monksham Solar, Pylle Southern Solar and Panther Solar);
- 13 onshore wind farm assets (Bilsthorpe Wind, Burton Wold Extension Wind, Carscreugh Wind, Castle Pill Wind, Dungavel Wind, Ferndale Wind, Hall Farm Wind, Le Placis Vert Wind, Llynfi Afan Wind, Moel Moelogan Wind, New Albion Wind, Plouguernevel Wind and Wear Point Wind);
- two waste processing assets (D&G Waste and ELWA Waste);
- one wastewater treatment asset (Tay Wastewater); and
- two anaerobic digestion plants (Vulcan Renewables AD and Icknield Farm AD).

The Current Portfolio projects are located in the UK and France and are fully operational. The wind and solar generation projects in the Current Portfolio are supported by stable and well established regulatory frameworks in the UK and France. The waste and wastewater treatment and processing projects in the Current Portfolio were developed under PFI, have operating track records exceeding eight years and benefit from long-term contracts backed by the UK Government. Each of the anaerobic digestion projects in the Current Portfolio has an operational history of over three years and benefits from revenue streams backed by an established UK regulatory framework.

Further information on the Current Portfolio can be found in Part 3 of this Prospectus.

FUTURE INVESTMENTS AND PIPELINE

The Company expects that, pursuant to the First Offer Agreement, Environmental Infrastructure projects that are in accordance with the Company's Investment Policy with a combined investment value for the Fund of approximately £260 million (as estimated by John Laing) will become available for acquisition by the Fund within the period to 31 December 2020.

Pursuant to the First Offer Agreement, the Company has a right of first offer to acquire Environmental Infrastructure investments located in the UK, Ireland, Sweden and any other country in the European Union or the European Free Trade Association which are in accordance with the Company's Investment Policy and which John Laing wishes to sell (other than in respect of disposals to John Laing (or any of its subsidiary undertakings), but excluding any funds managed or advised by any member of the John Laing Group).

Based on John Laing's current Environmental Infrastructure portfolio of investments, the Company has a pipeline of named projects for anticipated future investment through the First Offer Agreement as set out in the table below. It should be noted that none of these projects have yet been offered for sale by John Laing. The timing of any acquisition will be dependent on John Laing and there can be no certainty

that the assets will be offered for sale by John Laing or that the Company will agree to acquire any of these assets at such time.

Name of project	*Location*	*Sector*	*Stage of operation*	*Description*
Speyside Biomass	UK, Scotland	Biomass	In construction	A biomass CHP plant near Craigellachie, Moray which will generate 87.4 GWh per annum of renewable electricity. It will also generate 76.8 GWh per annum of renewable heat to The Macallan distillery. John Laing Group has a 43.35% interest in a joint venture with the UK Green Investment Bank and Estover Energy Ltd.
Cramlington Biomass	UK, England	Biomass	In construction	A biomass CHP plant in Cramlington, Newcastle, which will generate 213 GWh per annum of renewable electricity. It will also supply heat to two local pharmaceutical companies. John Laing Group has a 44.71% interest in a joint venture with the UK Green Investment Bank and Estover Energy Ltd.
Sommette Wind Farm	France	Wind	In construction	21.6MW onshore wind farm in Picardie, France. Due to be commissioned in early 2018.
St Martin Wind Farm	France	Wind	Operational	20.25MW onshore wind farm in Vienne, western France. Due to be commissioned in mid-2018.
Svarvallsberget Wind Farm	Sweden	Wind	Operational	20MW onshore wind farm in Sweden. John Laing Group's first wind farm outside the UK commissioned in June 2014.
Rammeldalsberget Wind Farm	Sweden	Wind	Operational	15 MW onshore wind farm in Västernorrland, central Sweden. Commissioned in June 2016.
Klettwitz Wind Farm	Germany	Wind	Operational	89MW onshore wind farm in Brandenburg Schipkau, Germany. Commissioned in October 2015.
Horath Wind Farm	Germany	Wind	Operational	29.7MW onshore wind in Rhineland Palatinate, Germany. Commissioned in 2016.
Nordergrunde Wind Farm	Germany	Wind	In construction	110.7 MW offshore wind farm approximately 16km north of Wilhelmshaven, in Northern Germany. Due to be commissioned in December 2016.

Name of project	*Location*	*Sector*	*Stage of operation*	*Description*
TPSCo	UK, England	Waste	Operational	Combined heat and power facility in Runcorn. 25 year PFI contract with Greater Manchester Waste Authority. The facility processes around 400ktpa of SRF to produce energy in the form of steam and electricity. John Laing Group has a 37.5% interest alongside co-shareholders Viridor and Inovyn.

In light of the current geographical activities of the John Laing Group, the Company believes that in the future opportunities may arise to make acquisitions from John Laing in countries such as Australia, Canada, USA, New Zealand and European countries where government support structures are well-established and not considered to be at risk of retrospective change (although the First Offer Agreement is only in respect of Environmental Infrastructure projects located in the UK, Ireland, Sweden and any other country in the European Union or the European Free Trade Association). The Company also believes that there is potential to make future acquisitions from third parties in such jurisdictions.

The Investment Adviser does and will continue to actively pursue opportunities in the secondary market that meet the Investment Policy of the Company from sources other than the John Laing Group. The Investment Adviser is currently considering a number of potential third party acquisition opportunities that are at various stages of the sale process, including four anaerobic digestion assets with and a combined generation capacity in excess of approximately 11 MWth and 9 MWe. Some of these prospective investments are undergoing due diligence and/or are subject to negotiations and the Company is hopeful that one or more acquisitions will be secured in the near future.

THE INVESTMENT ADVISER

John Laing Capital Management Limited (a wholly-owned member of the John Laing Group) (the "**Investment Adviser**") has been appointed by the Company and UK Holdco to provide investment advice pursuant to the Investment Advisory Agreement. John Laing Group is a leading sponsor of privately financed investment in infrastructure. Its business is based primarily on long-term concessions to design, build, operate and finance social, economic and environmental infrastructure projects. Further details in relation to the John Laing Group are set out in Part 4 of this Prospectus.

The Investment Adviser is authorised and regulated in the UK by the FCA and has the necessary regulatory permissions to enable it to provide investment advice pursuant to the Investment Advisory Agreement. These regulatory permissions do not permit the Investment Adviser to perform the regulated activity of managing an alternative investment fund ("**AIF**"). The Company is categorised as an internally managed non-EEA AIF for the purposes of the AIFM Directive and as such neither it nor the Investment Adviser is currently required to seek authorisation under the AIFM Directive. The Board retains responsibility for the majority of the Company's risk management and portfolio management, but with the benefit of advice given by the Investment Adviser pursuant to the Investment Advisory Agreement.

Chris Tanner and Chris Holmes head up the team at the Investment Adviser that provides advice to the Fund and are dedicated to advising on the management of the Fund. Further details in relation to JLCM and the investment advisory team are set out in Part 4 of this Prospectus.

A summary of the terms of the Investment Advisory Agreement is provided in Part 9 of this Prospectus.

CAPITAL STRUCTURE

The Company's issued share capital currently comprises Ordinary Shares. The Existing Ordinary Shares are admitted to trading on the Main Market and listed on the premium segment of the Official List. It is expected that application will be made to the UK Listing Authority for all of the New Ordinary Shares to be issued pursuant to the Issuance Programme to be admitted to the premium segment of the Official List, and to the London Stock Exchange for all such New Ordinary Shares to be admitted to trading on the Main Market.

The holders of Ordinary Shares are entitled to receive, and participate in, any dividends or other distributions paid by the Company out of the profits of the Company attributable to the Ordinary Shares. On a winding up, once the Company has satisfied all of its liabilities, holders of Ordinary Shares are entitled to all the surplus assets of the Company attributable to the Ordinary Shares.

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

The Fund entered into the Original Facility Agreement on 9 October 2014, in order to provide a flexible source of funding outside of equity raisings. On 14 June 2017, the Fund entered into the Facility Agreement and, by drawing down under the Facility Agreement, fully prepaid all amounts owed under the Original Facility Agreement. The Facility Agreement provides for a £130 million multi-currency revolving credit facility (with an uncommitted £60 million accordion facility option) at a margin above LIBOR (or, in respect of loans denominated in Euros only, EURIBOR) of 2.00-2.25 per cent. depending on the loan-to-value ratio for the Fund.

As at the date of this Prospectus, the Fund has drawn down £63.4 million under the Facility. The net proceeds of the Initial Placing will be used to repay amounts drawn under the Facility in readiness for further acquisitions from an identified pipeline of attractive opportunities on which the Company wishes to capitalise in the short-term. The net proceeds of any Issues undertaken pursuant to the Issuance Programme following the Initial Placing will be used to repay amounts drawn under the Facility and/or to fund acquisition opportunities in accordance with the Company's Investment Policy, subject to the circumstances at the time of each Issue. Further details in relation to the Facility Agreement can be found in Part 9 of this Prospectus

It is intended that the Facility (any future facility used to finance Further Investments) will be repaid, in normal market conditions, within a year through further equity fundraisings (so as to avoid the Fund holding uninvested cash which could serve to restrain growth of its Net Asset Value), however there is no guarantee that this will be the case.

FUND STRUCTURE

The Fund invests in the Current Portfolio, and it is likely that it will invest in any Further Investments, indirectly via a holding structure. The Company invests in equity in, and loan notes issued by, UK Holdco. UK Holdco will use the funds received from the Company to acquire Investment Interests issued in respect of Environmental Infrastructure projects directly or indirectly through intermediate wholly-owned companies and/or other entities.

The Fund reserves the right to invest in and hold Environmental Infrastructure projects via different holding entities, or directly, if so required.

DISTRIBUTION POLICY

General

The Company seeks to pay Shareholders a sustainable dividend, paid quarterly, that increases progressively in line with inflation, subject to market conditions, performance, financial position and outlook[8].

The Company targeted and declared an initial annualised dividend of 6.0 pence per Ordinary Share with respect to the period from IPO to 31 March 2015. The Company aims to increase this dividend progressively in line with inflation and, in line with this target, declared an annual dividend of 6.054 pence per Ordinary Share with respect to the twelve months to 31 March 2016 and an annual dividend of 6.14 pence per Ordinary Share with respect to the twelve months to 31 March 2017. The Company's target full year dividend for the period from 31 March 2017 to 31 March 2018 is 6.31 pence per Ordinary Share[9].

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8 These are targeted amounts only and are not profit forecasts. The Company's ability to declare and make these dividend payments will depend on a number of factors including the Fund's Distributable Cash Flows for the periods concerned and the Directors' assessment of the solvency of the Company at the relevant time. There can be no assurance that these targets will be met or that the Company will make any distributions at all.

9 These are targeted amounts only and are not profit forecasts. The Company's ability to declare and make these dividend payments will depend on a number of factors including the Fund's Distributable Cash Flows for the periods concerned and the Directors' assessment of the solvency of the Company at the relevant time. There can be no assurance that these targets will be met or that the Company will make any distributions at all.

Notwithstanding the distribution policy above, the Company retains the discretion to reinvest the capital proceeds of any investments which it transfers or sells during the life of the Company.

Timing of Distributions

The Company's financial year end is 31 March. Distributions on the Ordinary Shares are expected to be paid quarterly, normally in respect of the periods to 30 June, 30 September, 31 December and 31 March, and are expected to be made by way of dividends. The Company may also make distributions by way of capital distributions (or otherwise in accordance with the Law and the Articles of Incorporation) as well as, or in lieu of, by way of dividend if and to the extent that the Directors consider this to be appropriate.

In relation to the payment of dividends, the Law imposes a solvency based test in respect of dividend and distribution payments. The use of the solvency test requires the Directors to carry out a liquidity or cash flow test and a balance sheet solvency test before any dividend or distribution payment can be made. The test further requires the Board to make a future assessment by making reference to the solvency test being satisfied immediately after a distribution or dividend payment is made. If at the time a dividend or distribution payment is due to be made, the Directors believe that the solvency test cannot be passed, then no payment may be made.

The Company paid an aggregate dividend of 6.0 pence per Ordinary Share in respect of the period from IPO to 31 March 2015, an annual dividend of 6.054 pence per Ordinary Share for the 12 month period to 31 March 2016, and 6.14 pence per Ordinary Share in respect of the period ending 31 March 2017. The Company has declared or paid dividends totalling 4.7325 pence per Ordinary Share for the nine month period to 31 December 2017, in line with the Company's targets.

New Ordinary Shares issued pursuant to the Issuance Programme will, when issued and fully paid, rank equally in all respects with the Existing Ordinary Shares currently in issue, including the right to receive all dividends or other distributions made, paid or declared (if any) out of the profits of the Company attributable to the Ordinary Shares by reference to a record date after the date of their issue.

The Company will target dividends payable in September, December, March and June each year which will be equal to the dividend paid in the previous year inflated by the increase in inflation over the year to 31 March in the preceding year.[10]

Scrip Dividends

The Company has the ability, by ordinary resolution, to offer Shareholders the right to elect to receive further Shares, credited as fully paid, instead of cash in respect of all or any part of any dividend (a scrip dividend).

The Directors believe that the ability for Shareholders to elect to receive future dividends from the Company wholly or partly in the form of New Ordinary Shares in the Company rather than cash is likely to benefit both the Company and certain Shareholders. The Company will benefit from the ability to retain cash which would otherwise be paid as dividends. To the extent that a scrip dividend alternative is offered in respect of any future dividend, Shareholders will be able to increase their Shareholdings without incurring dealing costs or paying stamp duty reserve tax and the Directors have been advised that under current UK law and HMRC practice, certain UK resident Shareholders may be able to treat Shares issued in lieu of a cash dividend as capital for tax purposes. The decision whether to offer such a scrip dividend alternative in respect of any dividend will be made by the Directors at the time the relevant dividend is declared and must be authorised by an ordinary resolution of the Company.

A scrip dividend alternative has not been offered in respect of interim dividends declared by the Company to date, however, the Directors intend to retain the flexibility to provide this as an alternative for future dividend declarations.

10 These are targeted amounts only and are not profit forecasts. The Company's ability to declare and make these dividend payments will depend on a number of factors including the Fund's Distributable Cash Flows for the periods concerned and the Directors' assessment of the solvency of the Company at the relevant time. There can be no assurance that these targets will be met or that the Company will make any distributions at all.

PRE-EMPTION RIGHTS IN CONNECTION WITH THE ISSUANCE PROGRAMME

In accordance with the requirements of the Listing Rules in relation to companies with a premium listing, the Company's Articles of Incorporation give Existing Shareholders pre-emption rights over any issue of further shares of a class held by such Existing Shareholders. The pre-emption rights may be disapplied pursuant to a special resolution of Shareholders.

As the Issuance Programme is not pre-emptive, the Company will seek the approval of Shareholders, under the Pre-emption Resolution to be proposed at the Extraordinary General Meeting, to allot and issue of up to 200 million New Ordinary Shares (being the maximum number of New Ordinary Shares that may be issued pursuant to the Issuance Programme) on a non-pre-emptive basis. Assuming the Pre-emption Resolution is passed at the Extraordinary General Meeting, such approval will expire on 22 February 2019 regardless of whether any New Ordinary Shares have been issued pursuant to the Issuance Programme before that time, and will be limited to the allotment and issue of New Ordinary Shares pursuant to the Issuance Programme.

For the avoidance of doubt, this approval is separate, and in addition to, the authority granted by Shareholders at the 2017 AGM for the Company to issue further Ordinary Shares on a non-pre-emptive basis, as described in the paragraph below entitled "Further Issues of Shares" and in Part 9 of this Prospectus.

FURTHER ISSUES OF SHARES

Pursuant to a special resolution passed at the 2017 AGM, the Company was empowered to issue up to an aggregate number of Ordinary Shares as represents less than 10 per cent. of the number of Ordinary Shares admitted to trading on the Main Market immediately following the passing of the resolution on a non-pre-emptive basis. This authority (which will expire at the conclusion of the next annual general meeting of the Company or 18 months from the date of the special resolution, whichever is the earlier) enables the Company to allot Ordinary Shares for cash without first offering them to existing Shareholders on a pro rata basis.

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.

LIFE OF THE COMPANY

The Company has been established with an indefinite life, save that there may be continuation votes to the extent that the Ordinary Shares trade at a significant discount to Net Asset Value per Share for a prolonged period of time (as described in Part 5 of this Prospectus). In addition to the availability of the share purchase, tender facilities and continuation vote mentioned in Part 5 of this Prospectus, Shareholders may seek to realise their holdings through disposals in the market.

PART 2

BACKGROUND TO THE ENVIRONMENTAL INFRASTRUCTURE MARKET

Sources for the information set out in this Part 2 are set out underneath each relevant figure, or in footnotes at the bottom of the page.

Global, regional and national trends and policies form the foundation for the Environmental Infrastructure markets in which the Fund operates. In particular, increasing focus on the protection of the natural environment, managing emissions of carbon dioxide and other greenhouse gases, and responsibly managing the treatment and processing of waste, are common themes in many countries globally. Factors including increasing global population, rising living standards, increasing urbanisation, and greater scientific, public and political focus on the effects of climate change have all served to increase the importance and scale of the Environmental Infrastructure market globally.

Many governments have elected to transfer the risk and capital cost of constructing Environmental Infrastructure projects to the private sector. In particular, the United Kingdom (where over 99 per cent. (by value) of the projects comprising the Current Portfolio are located) has chosen various mechanisms to encourage private sector investment in renewable energy and in the wider environmental treatment and processing sectors, including waste and wastewater and anaerobic digestion. Many other countries both in Europe and more widely have adopted a similar approach, particularly with respect to renewable energy generation.

As a result, many companies, including John Laing, are developing and constructing projects that are supported by the public sector, either through contracts or customer subsidies or both. Where these companies decide that they would prefer to sell the projects that they have developed in order to redirect capital into more development projects, the opportunity arises for investment in operational Environmental Infrastructure projects. This is the opportunity that the Company has sought and will continue to seek to exploit.

Climate change remains a very important area of focus for governments and policymakers across the globe. Governments continue to promote policies and investment priorities to reduce greenhouse gas emissions in the near future and whilst the specific drivers and resulting policies vary from country to country, the Company believes that the trends outlined above will continue to provide opportunities to invest in the ownership and operation of Environmental Infrastructure projects in the UK and overseas.

RENEWABLE ENERGY MARKET – GLOBAL AND EU CONTEXT

On a global level, the regulation of greenhouse gases ("**GHGs**") is directed by the United Nations Framework Convention on Climate Change (the "**UNFCCC**"), the Kyoto Protocol and the Paris Agreement. The Kyoto Protocol sets binding GHG emissions targets for 37 industrialised countries, on average a reduction of five per cent. relative to 1990 levels in the first commitment period from 2008-2012. The average target reduction for EU Member States is eight per cent., with the UK's individual target set at 12.5 per cent.

In order to implement the emission reduction targets, the EU introduced the Directive on the Promotion of the Use of Energy from Renewable Sources (No. 2009/28/EC, the "**Renewable Energy Directive**") and a policy target known as "20/20/20". Under the Renewable Energy Directive, EU Member States are required to achieve national targets for renewables that are consistent with reaching the European Commission's overall EU target of 20 per cent. of gross final energy consumption from renewable sources by 2020. They are also required to reduce greenhouse gas emissions by 20 per cent. and improve energy efficiency by 20 per cent. by 2020.

In addition to the requirements under EU law, the UK also established its climate change goals at a national level by enacting the Climate Change Act 2008 (the "**Climate Change Act**"). The Climate Change Act sets legally binding targets for the reduction of GHG emissions (an 80 per cent. reduction in GHG levels (below 1990 levels) by 2050) and provides a long-term framework for climate change policy in the UK.

The Renewable Energy Directive has been implemented into law in the UK through the enactment of statutory instruments. If the UK leaves the EU, the UK Government would need to review the Acts of Parliament and the statutory instruments that give effect to EU directives with a view to ascertaining whether or not to maintain, replace or repeal each piece of legislation. However, the UK Government has expressed its concern that environmental principles set out in the EU treaties should continue to be reflected in UK law after Brexit, and has confirmed the continuing importance of meeting or exceeding GHG levels in its environmental policy planning. Even if the UK Government were to repeal legislation implementing the Renewable Energy Directive in the UK, the national and international commitments to GHG reductions would still apply.

Governments across the globe continue to promote policies and investment priorities to reduce greenhouse gas emissions in the near future.

The parties to the UNFCCC and the Kyoto Protocol met in Paris in December 2015 to negotiate an international climate change agreement to succeed the second commitment period of the Kyoto Protocol from 2020. This resulted in the adoption of the Paris Agreement, to which 174 UNFCCC members have become a party as at the date of this Prospectus. The Paris Agreement provided further support for decarbonisation initiatives on an increasingly co-ordinated basis, including efforts to limit global warming to below two degrees Celsius and the further build-out of renewable generation capacity and supporting technologies. Parties to the Paris Agreement (including France, Ireland and the UK) will be required to prepare and submit nationally determined contributions every five years and to pursue domestic measures with the aim of achieving such contributions.

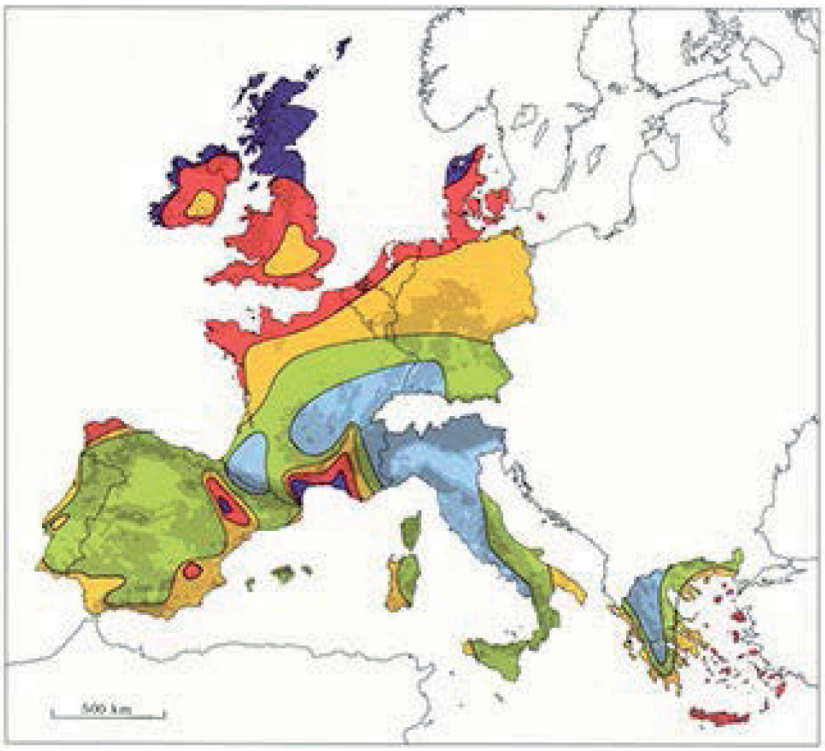
Global investment in renewables has been significant, with Bloomberg calculating investment in 2017 totalling $333 billion, up 3 per cent. from 2016 and the second highest annual figure. More clean energy was commissioned in 2017 than ever before, with a record 160GW of generating capacity (excluding large hydro) globally.

Notwithstanding this expansion, the European Environmental Agency forecasts that production from renewable sources of electricity is expected to continue to experience rapid growth as a result of the national targets described above. Bloomberg estimates that renewable energy will make-up over half of installed generation capacity globally by 2030, with solar PV and wind increasing their combined share from 3 per cent. of installed capacity in 2013 to 16 per cent. in 2030. Bloomberg also estimates that renewable energy will raise its share of European electricity generation capacity from 40 per cent. in 2012, to 60 per cent. in 2030, with Europe expected to invest nearly $1 trillion in increasing its renewables capacity between 2013 and 2026, with rooftop PV accounting for $339 billion and onshore wind $250 billion.

CURRENT PORTFOLIO RENEWABLE ENERGY RESOURCE

As illustrated in figure 1 below, some of the highest average wind speeds are found in the UK (particularly in the north), in Northern France and Ireland. The Current Portfolio includes wind farms in England, Wales, Scotland and northwest France.

Figure 1: Average Wind Speeds in Western and Central Europe



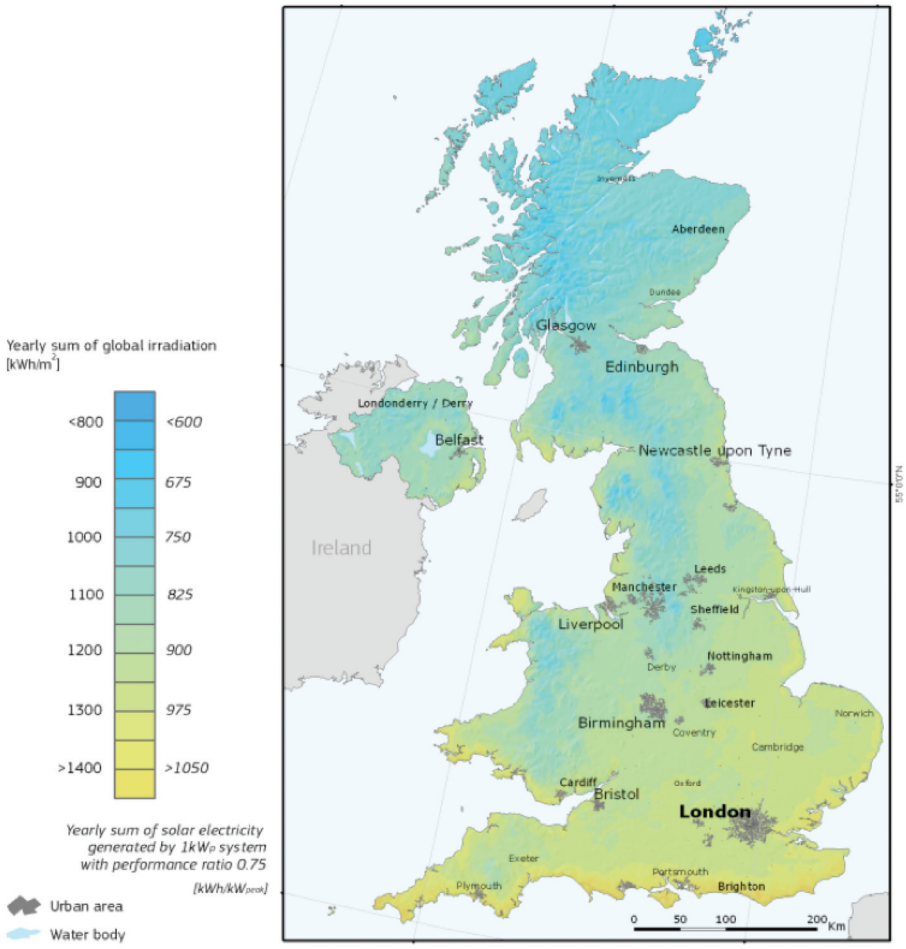
	Sheltered Terrain		Open Plain		At a Sea Coast		Open Sea		Hills and Ridges	
	ms-1	Wm-2	ms-1	Wm-2	ms-1	Wm-2	ms-1	Wm-2	ms-1	Wm-2
	>6.0	>250	>7.5	>500	>8.5	>700	>9.0	>800	>11.5	>1,800
	5.0-6.0	150-250	6.5-7.5	300-500	7.0-8.5	400-700	8.0-9.0	600-800	10.0-11.5	1,200-1,800
	4.5-5.0	100-150	5.5-6.5	200-300	6.0-7.0	250-400	7.0-8.0	400-600	8.5-10.0	700-1,200
	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: www.wasp.dk. From the European Wind Atlas, by Risø National Laboratory, Roskilde, Denmark.

Within the UK, the highest wind yields are in Scotland and in Northern Ireland. Sector specialists recognise that variability is limited with the largest swing since 1996 being a 10 per cent. reduction in wind speeds compared to the long-term average in 2010.

Solar radiation is strongest in the south of England where all the Company's commercial-scale solar parks are located, as illustrated in figure 2 below.

Figure 2: Average irradiation levels in the UK



Source: European Commission – Joint Research Centre Institute for Energy and Transport, Renewable Energy Unit PVGIS.

UK solar irradiance has been shown to be relatively consistent on an inter-annual basis, with an uncertainty factor of 4.1 per cent. representing the level of variability, although local meteorological factors can on occasion lead to variability beyond this level.

UK RENEWABLE ENERGY MARKET

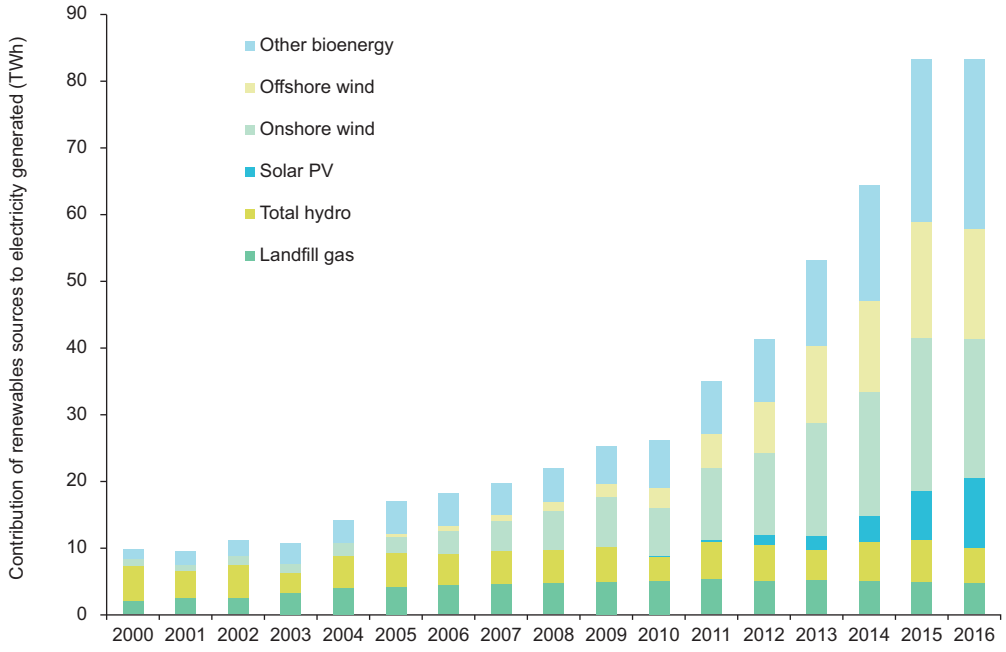
According to the Department of Business, Energy & Industrial Strategy ("**BEIS**"), the UK Government department with responsibility for climate change and energy policy, the UK generated 25 per cent. of electricity from renewable resources in 2016, the same as in 2015. New generation capacity in 2016 was balanced by a relatively poor year for wind and solar resource.

Onshore wind continued to be the leading individual technology for the generation of electricity from renewable sources during 2016, although its share of renewables generation decreased from 32 per cent. in 2013 to 27 per cent. in 2015 and in 2016 was 25 per cent. This is despite an 18 per cent. increase in capacity. Offshore wind's share of renewables generation decreased by one per cent. from 2015 to 20 per cent. for 2016. Solar PV's generation's share increased from nine per cent. to 12.5 per cent. during the same period, whilst hydro generation represented six per cent. of renewable generation, mostly large scale.

The combined generation from the variety of different bioenergy sources accounted for 36 per cent. of renewable generation, a one per cent. increase from 2015, with plant biomass accounting for 63 per cent. of bioenergy generation and landfill gas accounting for 16 per cent.

The UK's mix of renewable energy generation sources is illustrated in figure 3 below:

Figure 3: Electricity generation by main renewable sources since 2000

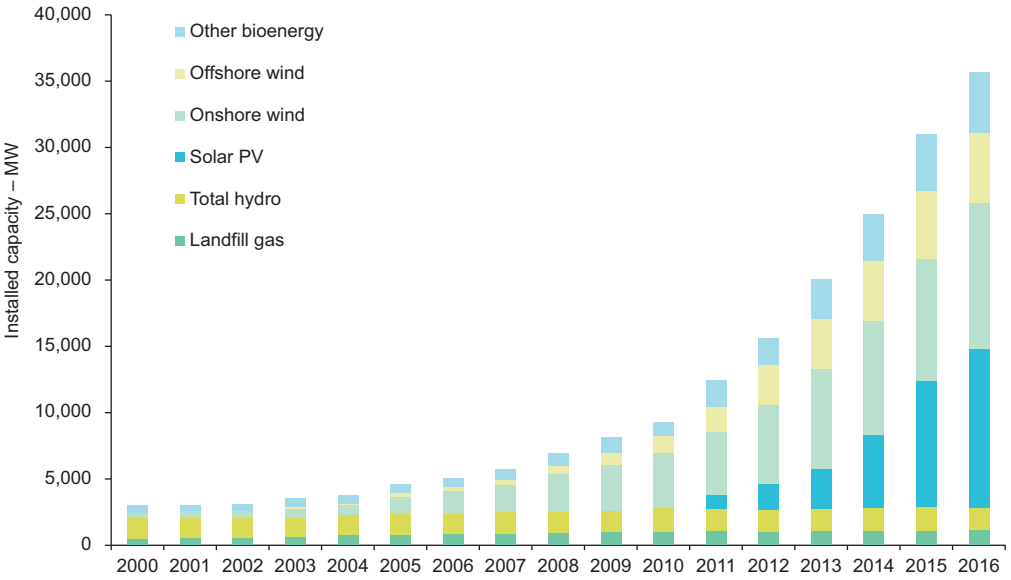


Note: Hydro bar includes shoreline wave/tidal (0.0007TWh in 2016)

Source: Digest of United Kingdom Energy Statistics 2017, *Department for Business, Energy & Industrial Strategy*

In 2016, the UK had 10.9GW of operating onshore wind capacity, 5.3GW of operating offshore wind and 11.9GW of operating solar PV. Onshore wind and solar photovoltaics were the leading technologies, with a 31 per cent. and 33 per cent. share of total renewable generating capacity, respectively by the end of 2016. Offshore wind had a 15 per cent. share of total capacity, and hydro a 5.1 per cent. share. Bioenergy represented 16 per cent. of capacity, with the main components being plant biomass (8 per cent.) and landfill gas (3 per cent.). This is illustrated in figure 4 below:

Figure 4: Electrical generating capacity of renewable energy plant since 2000



(1) All waste combustion plant is included because both biodegradable and non-biodegradable wastes are burned together in the same plant.
(2) Hydro includes both large scale and small scale, and shoreline wave (13.5 MW in 2016).

Source: Digest of United Kingdom Energy Statistics 2017, *Department for Business, Energy & Industrial Strategy*

In terms of low carbon energy generation, Claire Perry, the UK minister of State for Climate Change and Industry, reaffirmed the UK Government's commitment to close coal fired plants by 2025 in a speech to

the 23rd UNFCCC conference of the parties (COP). The Government has also re-iterated its support to developing next generation nuclear technology alongside the current construction of the Hinkley nuclear power plant. Renewable energy continues to be supported by the UK Government, with a further 11 projects being awarded a Contract for Difference at the most recent auction in September 2017, totalling an additional 3.4GW of potential renewable capacity (see below).

The UK's national target under the Renewable Energy Directive is, by 2020, for 15 per cent. of gross final energy consumption to come from renewable sources. In July 2011, the UK Government put in place a Renewable Energy Roadmap to achieve that objective, which was then updated in November 2013. Compared to other EU Member States, the UK generates a relatively low proportion of energy from renewable sources and, in 2016, the latest date for which comparative statistics are available, the UK had the fifth lowest proportion energy demand met by renewable sources.

BEIS has reported that progress has been made against the UK's 15 per cent. target. Using the methodology set out in the Renewable Energy Directive, provisional calculations show that 9.3 per cent. of energy consumption in 2016 came from renewable sources, up from 8.5 per cent. in 2015. Taking into account the UK's 2015 result the Department for Energy and Climate Change ("**DECC**", a precursor to BEIS, which was then responsible for oversight of climate change policy) acknowledged at the time that it was then challenged to increase its share of renewable energy by a further 6.7 per cent. to meet its 2020 target. Correspondence from Amber Rudd, the then Secretary of State for Energy and Climate Change, to cabinet colleagues in October 2015 warned of a projected shortfall in the UK's renewable energy target of approximately 25 per cent. by 2020. MPs on the Energy and Climate Change Select Committee, reporting in September 2016, expect the UK to fail to meet its 2020 targets due to underperformance on the "heat" and "transport" elements.

In addition to wind and solar, there is global support for other renewable energy technologies, both established and emerging, which are potentially covered by the Investment Policy of the Company. In particular biomass and tidal are technologies where further investment is anticipated in the future as costs reduce and commercial feasibility is proven.

Support Mechanisms in the UK

The UK has used a range of policy measures to support and encourage the development of renewable generation technologies, the principal measures being the Renewables Obligation ("**RO**"), Contracts for Difference ("**CfDs**"), Feed-in Tariffs ("**FITs**") and the Renewable Heat Incentive scheme ("**RHI**").

CfDs were introduced under a package of measures known as Electricity Market Reform ("**EMR**") with the aim of making investment in renewable generation more effective and affordable. Under EMR the RO was replaced by the CfD for new schemes from April 2017 (although new renewable schemes had a choice between CfDs and the RO between the beginning of EMR in mid-2014 and the RO's closure at the end of March 2017). The reforms seek to address the risks and uncertainties inherent in the underlying economics of different forms of electricity generation by offering long term contracts for low carbon energy. This is discussed in further detail below.

Renewables Obligation

To date, the majority of the UK's wind generating capacity, and some of its solar capacity, has been supported by the RO.

The Renewables Obligation was introduced on 1 April 2002 as a market mechanism to promote the growth of renewable power generation necessary to meet the UK's EU target of a 10 per cent. renewable electricity contribution by 2010. It has subsequently evolved as targets have increased and extended to 2020. 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 mechanism requires electricity suppliers to purchase a certain number of Renewables Obligation Certificates ("**ROCs**") every year from the generators of renewable energy to whom they are issued or pay a penalty buy-out price. The penalty buy-out price per MWh of electricity is set by Ofgem and adjusted to reflect changes in the retail prices index each year. The penalty buy-out price is £45.58

per MWh for the year to 31 March 2018. The revenue gathered from suppliers paying the penalty buy-out price is aggregated and paid to the suppliers who provided ROCs. This element is known as the "ROC recycle price" and was £4.89 for the period to 31 March 2017. The market value of a ROC is based on the aggregate of the penalty buy-out price and the expected recycle price, and is therefore dependent on the actual amount of renewable generation output compared to the annual RO target. Since 2011, the obligation level has been set as the higher of a fixed target set out in secondary legislation and the results of a ten per cent. headroom calculation above the anticipated renewable generation for the year.

For the period 2015/2016, 75.7 million ROCs were presented by suppliers in England and Wales, which was 99.9 per cent. of the total obligation (the highest proportion since the RO began). As a result, for the first time ever, the amount redistributed to suppliers was nil. The obligation level set by BEIS for the period starting 1 April 2017 goes some way to redress this over-supply position, with the RO rising by 17.5 per cent. between CP15 and CP16 for Great Britain (17.6 per cent. for Northern Ireland). It is anticipated by the Investment Adviser that, following a period of intense installation and high generation, the headroom will return more closely to the 10 per cent. target.

At the inception of the scheme in 2002, every eligible renewable generation project received one ROC per MWh of generation, regardless of the technology deployed. Since 2008, however, a varying number of ROCs were awarded per MWh, according to bands set out by legislation, depending on the capacity and type of renewable generation technology installed. A review of the bands across the UK concluded in 2012 and set the level of support under the RO from 1 April 2013 – 31 March 2017 (with the exception of offshore wind, for which new bands were introduced on 1 April 2014). Banding reviews ensured that, as market conditions and innovation within sectors change and evolve, renewables developers continued to receive the appropriate level of support necessary to maintain investments within available resources. Existing bands relevant to the Current Portfolio and potential Future Investments within the Company's Investment Policy (excluding regular biomass bands) are set out in the table below:

Technology ROC Banding (Units/MWh)	*Pre-2013 capacity*	*2013/14 capacity*	*2014/15 capacity*	*2015/16 capacity*	*Post-2016 capacity*
Hydro	1	0.7	0.7	0.7	0.7
Onshore wind	1	0.9	0.9	0.9	0.9
Offshore wind	2	2	2	1.9	1.8
Solar PV	2	–	–	–	–
Solar PV (building mounted)	New band	1.7	1.6	1.5	1.4
Solar PV (ground mounted)	New band	1.6	1.4	1.3	1.2

Source: Ofgem (Renewables Obligation: Guidance for Generators, published 13 March 2017).

The banding levels are designed to reflect the costs of different technologies, and facilities are accredited under the RO scheme for 20 years from the date of commissioning.

The RO closed to all new schemes, regardless of technology, on 31 March 2017, although grace periods permitting accreditation after the closure date are available for facilities meeting defined conditions.

The closure of the RO to new schemes followed on from the Government's earlier decision to end the RO for solar PV and onshore wind. In October 2014, the UK Government decided to introduce new measures to control spending on large-scale solar PV within the RO, while promoting the deployment of mid-scale building-mounted solar PV in the small-scale FIT scheme. Despite the very strong growth in recent years of the solar PV market, the government showed concerns in particular about the impact that rapid deployment under the RO could have on the Levy Control Framework, which sets annual limits on the overall cost of BEIS's levy-funded policies.

The UK Government's main decision was to close the RO across the UK to new solar PV capacity above 5MW. This applied from 1 April 2015, two years earlier than planned (subject to limited grace periods), both to new stations and additional capacity added to existing accredited stations after that date, where the station was, or would become, a generator of above 5MW. The current banding levels of RO support will not be changed.

On 18 June 2015, the Government further announced that it intended to close the RO to new onshore wind power projects on 1 April 2016 (bringing the deadline forward by one year), subject to limited grace periods to be brought into legislation. Projects that qualify for the proposed early closure grace period were able to accredit under the RO up to 31 March 2017, the original RO closure date. Such projects will be able to accredit by 31 March 2018 under one of the existing grace periods for projects affected by a grid or aviation delay provided they also satisfy the eligibility criteria for at least one of those grace periods.

The Government has committed itself to "grandfathering", meaning that individual renewable energy plants will continue to receive ROCs to which they were entitled when commissioned, with no ROCs issued after 2037, notwithstanding changes to the banding or support mechanisms applicable to new plants of the same type.

ROCs issued after 1 April 2027 will be replaced with "fixed price certificates", a new form of certificate. BEIS 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.

Contracts for Difference ("CfD") FIT.

The CfD is intended to provide a guaranteed level of electricity price per MWh paid to a generator during the duration of a long term contract. The effect of these contracts is that generators exchange a volatile and uncertain market price per MWh (the "reference price") for a known and stable price (the "strike price").

In December 2013, "administrative" strike prices (an estimate of the long-term price needed to bring forward investment in each specific technology) were announced for renewable technologies for the period 2014/15 to 2018/19. Onshore wind was allocated £95/MWh for plants becoming operational before 31 March 2017 and then £90/MWh to 31 March 2019. Solar will receive £120/MWh for plants commissioned in FY 2015 and FY 2016 falling by £5/MWh per annum to £110/MWh in FY 2019. The prices will be indexed to CPI inflation.

These administrative strike prices effectively cap the amount that the different technologies can receive under the CfD in the absence of competition to drive the strike price lower.

Under the CfD, generators will be paid (or pay) the difference between the estimated market price (the "reference price") for electricity and the prevailing 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. The CfD counterparty is a single government-owned counterparty, the Low Carbon Contracts Company Ltd.

On 26 February 2015, the UK Government, through a competitive auction, awarded CfD subsidies to 27 renewable energy projects. DECC announced the successful bidders, which included two offshore wind parks, 15 onshore wind projects, five waste projects and five solar parks, which could deliver over 2GW of new renewable energy capacity across England, Scotland and Wales.

The first allocation round attracted a high level of interest. The developers' bids were significantly below market expectations and administrative strike prices were set by the Government (£90/MWh for onshore wind, £120/MWh for solar PV and £140/MWh for offshore wind).

CfD Allocation Round One Outcome

Technology	*Number of projects*	*MW*	*Strike Price range (£/MWh)*
Offshore wind	2	1,162	114-120
Onshore wind	15	749	79-83
Energy from Waste with CHP	2	95	80
Advanced Conversion Technologies	3	62	114-120
Solar PV	5	72	50-79

Source: DECC, Contracts for Difference (CfD) Allocation Round One Outcome (February 2015).

The budget spend for the first allocation round was allocated to two pots, pot one for established technologies and pot two for less established technologies. The estimated budget spend, as calculated by National Grid according to the Allocation Framework set out on 1 September 2014, presuming all offered contracts are accepted, is as follows:

£'000	*2015/16*	*2016/17*	*2017/18*	*2018/19*	*2019/20*	*2020,2021*
Pot 1	(13)	509	5,987	34,121	64,907	56,402
Pot 2	–	–	1,640	53,115	218,397	258,851
Total	(13)	509	7,627	87,236	283,305	315,253

Source: National Grid, Allocation Framework (September 2014).

On 18 November 2015, the UK Government announced that the second round CfD FIT auction would be scheduled for late 2016 and would only be open for projects in less mature renewables sectors.

CfD allocation Round Two Outcome

On 9 November 2016 the Government announced that it would open the application process for its second CfD energy auction in April 2017. BEIS put £290 million of annual CfD up for tender for less-established technologies including offshore wind, waste-to-energy projects, dedicated biomass with combined heat and power, wave, tidal stream, and geothermal projects. Successful project developers would start to generate energy from 2021/22 or 2022/23. The proposed CfD strike prices were as follows:

Technology	*Number of projects*	*MW*	*Strike Price range (£/MWh)*
Offshore wind	3	3,196	57.5-74.75
Energy from Waste with CHP	2	85.64	74.75
Advanced Conversion Technologies	6	643.1	40-74.75

Source: BEIS, Contracts for Difference (CfD) Allocation Round Two Outcome (September 2017).

11 projects were awarded a CfD with a combined capacity of 3.346GW, which comprises three offshore wind projects, two dedicated biomass Combined Heat and Power (CHP) and six Advanced Conversion Technologies ("ACT") projects. Just 60 per cent. of the allocated budget was utilised suggesting a much reduced cost to deliver projects since the first CfD auction.

Feed-in Tariffs

The Feed-in Tariff support mechanism requires licensed electricity suppliers to purchase electricity from eligible generators (generating power from certain types of renewable energy, including solar power) at specific price levels. Eligible generators must have an installed capacity not in excess of 5MW. Capacity above 50kW and up to 5MW can opt either for the RO mechanism or the FIT system. The FIT system was introduced in April 2010 and price levels are determined by BEIS and published on the Ofgem website.

Each eligible solar generator is entitled to receive two types of tariff; generation and export. The generation tariff for solar plants greater than 250kW commissioned before 1 August 2011 was set at 32.2p/kWh (in FY 2011/12 money) for 25 years and is paid according to the total output of the solar plant (for solar plants commissioned on or after 1 August 2011 the generation tariff was reduced to 8.9p/kWh in FY 2011/12 money). In addition, the project is also entitled to receive an export tariff, currently at 4.91p/kWh, a fixed tariff for the electricity exported to the national grid. However, a solar plant may choose to sell its electricity to a third party under a PPA if by so doing it can receive a higher price than the export tariff. Under the current regulation, new plants of less than 5MW can continue to be commissioned under the FIT system.

Tariffs are granted for 25 years if commissioned before 1 August 2012, and 20 years thereafter, with annual price increases linked to RPI.

Following the outcome of a DECC consultation published on 17 December 2015, and an amendment to the existing legislation which came into force in January 2016, the UK Government significantly

reduced the level of FIT generation tariffs from January 2016 and will cap the FIT expenditure budget at £100 million of new spend from January 2016 to April 2019. All new installations applying for FITs on or after 15 January 2016 are subject to a new system of caps from 8 February 2018.

The current FIT tariffs published by Ofgem for solar projects are set out in the table below:

		2017/18				2018/19			
Tariff Description	PV Tariff Level*	1 Apr to 30 Jun 2017	1 Jul to 30 Sep 2017	1 Oct to 31 Dec 2017	1 Jan to 31 Mar 2018	1 Apr to 30 Jun 2018	1 Jul to 30 Sep 2018	1 Oct to 31 Dec 2018	1 Jan to 31 Mar 2019
Solar photovoltaic (other than stand-alone) with total installed capacity of 10 kW or less	Higher	4.14	4.07	4.00	3.93	3.85	3.78	3.71	3.64
	Middle	3.73	3.66	3.60	3.54	3.47	3.40	3.34	3.28
	Lower	0.48	0.43	0.38	0.34	0.30	0.24	0.19	0.14
Solar photovoltaic (other than stand-alone) with total installed capacity greater than 10 kW but not exceeding 50kW	Higher	4.36	4.29	4.22	4.15	4.08	4.01	3.95	3.87
	Middle	3.92	3.86	3.80	3.74	3.67	3.61	3.56	3.48
	Lower	0.48	0.43	0.38	0.34	0.30	0.24	0.19	0.14
Solar photovoltaic (other than stand-alone) with total installed capacity greater than 50 kW but not exceeding 250kW	Higher	1.99	1.94	1.89	1.82	1.78	1.72	1.68	1.62
	Middle	1.79	1.75	1.70	1.64	1.60	1.55	1.51	1.46
	Lower	0.48	0.43	0.38	0.34	0.30	0.24	0.19	0.14
Solar photovoltaic (other than stand-alone) with total installed capacity greater than 250 kW but not exceeding 1MW		1.63	1.59	1.54	1.48	1.44	1.37	1.33	1.28
Solar photovoltaic (other than stand-alone) with total installed capacity greater than 1 MW		0.48	0.43	0.38	0.34	0.30	0.24	0.19	0.14
Stand-alone solar photovoltaic		0.35	0.29	0.23	0.19	0.16	0.13	0.11	0.08

Source: Ofgem Feed-in Tariff (FIT): Generation & Export Payment Rate Table 1 April 2017 – 31 March 2019 (January 2018 version)

Renewable Heat Incentive Scheme

The RHI is a government programme that provides financial incentives to increase the uptake of renewable heat[11]. Eligible technologies are solid biomass, heat pumps, solar thermal, geothermal, biomethane, biogas and CHPs that utilise solid biomass, waste and geothermal.

New Plants commissioned on or after 15 July 2009 are eligible, subject to meeting the entire Ofgem criteria, to receive regular payments for 20 years following their accreditation date.

Tariffs are banded, dependent on technology type and accreditation date, but are adjusted annually in line with inflation and 'grandfathered' once attained. For new construction, banding reviews ensure that, as market conditions and innovation within sectors change and evolve, renewables developers continue to receive the appropriate level of support necessary to maintain investments within available resources.

RHI Applications submitted before 1 April 2016 have their tariffs adjusted in line with the RPI whilst those submitted on or after 1 April 2016 have their tariffs adjusted in line with the CPI.

British Wholesale Electricity Market

The wholesale electricity market in Great Britain consists of electricity generators (such as the Fund's renewable energy projects) selling their output to electricity suppliers, who then sell it to the final users.

In addition to government support mechanisms, renewable energy generators also need to sell their output in the market, hence electricity price is an important element for these projects. The proportion of a renewable energy project's income that is related to the electricity price (and therefore exposed to price fluctuations) will vary according to technology.

Electricity in the wholesale market can be commercially sold either via bilateral contracts between generators and suppliers (including intra-group transactions) or through power exchanges operating in Great Britain (for example N2EX, APX-Endex and ICE). Prices are set for every half hour period, but are typically traded on either "baseload" or "peak" contracts.

11 Registered producers of biomethane have a separate payment calculation formula because heat is not generated in the biomethane injection process.

The price in the wholesale electricity market is determined by a multitude of factors that impact supply and demand, including commodity prices such as those of oil, natural gas, coal and EU emission allowances, government policies that can affect investment decisions, the level of power demand and the total generation capacity.

One of the key structural changes currently taking place in the British electricity market is the closure of a substantial proportion of the existing generation fleet, either due to the end of the asset lives (such as in the case of certain nuclear plants), or because of the impact of environmental regulations (including the Industrial Emissions Directive (No. 2010/75/EU), the "**IED**") on coal and oil fired stations. In 2016, coal comprised 5.8 per cent. of UK primary energy demand, half that of the previous year and under a third of its recent peak of 19 per cent. in 2012 and on target for the closure of all coal-fired generation by 2025.

However, predictions of stress on the generation reserve margin (the capacity above the maximum expected electricity demand calculated as a proportion of total available capacity) have not been realised. National Grid notes that margins for the 2016/17 winter were not as tight as forecast, with good generation supply and lower than forecast transmission demand. No Contingent Balancing Reserve plant was warmed or used, although the number of instances of customer demand management did increase.

Winter 2017/18 is the first delivery year of the capacity market introduced as part of the changes to the UK electricity system brought in under EMR (set out in further detail below). In calculating the de-rated margin for winter 2017/2018, National Grid has included the capacity that was procured by a competitive auction process as part of the Capacity Market 2017-18 Early Auction. Allowing for this, the margin forecast is 6.2 GW, or 10.3 per cent, on an underlying demand basis, an improvement on estimates made in previous years of three to seven per cent.

The intermittent nature of the electricity generated from renewable sources (which is expected by BEIS to grow from 54 TWh in 2013 to 110 TWh in 2020) means that the UK power system may be increasingly reliant on combined cycle gas turbines and imports of power through interconnectors. Following the outcome of the EU referendum in the UK, there is increased uncertainty as to whether the planned additional electricity interconnector capacity with Europe will be built. With the UK having voted to exit the EU, there are questions about whether such new interconnection will qualify for funding from the European Investment Bank or the European Fund for Strategic Investments. In the case that interconnector development is scaled back, the likely result is heightened security of supply pressures and higher peak electricity pricing than would have otherwise occurred. This reliance on gas could potentially leave the UK more exposed to volatile fuel costs. This exposure could be exacerbated if the UK were to leave the EU's internal energy market as part of Brexit. The EU's internal energy market aims "to ensure a functioning market with fair market access and a high level of consumer protection as well as adequate levels of interconnection and generation capacity" as the effect on supplies through interconnectors is uncertain.

Generators connected to the distribution network may also receive "embedded benefits" as a result of saving their associated PPA providers charges relating to the transmission network, although the quantum will be site-specific based on location and the nature of the connection. This currently includes Transmission Network Use of System (TNUoS) benefits in the event that generators generate power during the "triad" (the three highest demand half-hours in the year), although Ofgem announced in June 2017 that TNUoS benefits would be substantially phased out over three years from 2018 to 2020.

In August 2017, as trailed in communications regarding the change to TNUoS benefit, Ofgem announced the launch of a Targeted Charging Review – Significant Code Review, with the stated objectives of: (i) considering reform of residual charging for transmission and distribution, for both generation and demand, to ensure it meets the interests of consumers, both now and in future; and (ii) keeping under review other 'embedded benefits' (besides Triad benefit already addressed) which may be distorting investment or dispatch decisions. This consultation may lead to revised payment structures in the future (subject to transitional provisions), although no firm details are available as at the date of this Prospectus.

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

- the market price of electricity in either GB or Northern Ireland depending on the location of the facility;
- the value of the ROCs and recycle elements or FITs; and
- any embedded benefits for avoiding the use of the electricity transmission system.

A typical onshore wind farm with 0.9 ROCs and receiving wholesale electricity revenues according to prevailing market prices will receive around 45 to 50 per cent. of its revenue from the sale of power, a similar amount from the ROC buy-out price, and the balance from the ROC recycle price and embedded benefits. A solar PV plant receiving 2 ROCs/MWh receives approximately twice as much revenue from ROCs than from the sale of power, while a pre-2012 solar FIT project will receive approximately 85 per cent. of its revenues from the FIT.

Electricity Market Reform

The UK Government has put forward a package of reforms for the electricity market in order to help achieve specific goals with regards to energy supply and efficiency, as well as encouraging low-carbon energy. The target is to encourage long-term investment in the UK power market to support economic growth. The Energy Act 2013 (the "**Energy Act**") received royal assent in December 2013 and most secondary legislation came into force during 2014. In addition to the introduction of the CfD FIT described above, the main components of EMR are:

- **Capacity market**: intended to provide, if needed, security of future electricity supply by ensuring sufficient reliable capacity is available to meet demand. A forecast of future peak demand will be made, four years ahead of the delivery year in which it is needed. The net amount of capacity which is needed to ensure security of supply (which will be informed by an enduring reliability standard) will be contracted through a competitive central auction run by the system operator. This incentive is not particularly intended for application to the interruptible (wind and solar) markets.

  The first capacity market auction closed on 18 December 2014 for delivery obligations beginning in October 2018 following the Government's procurement of 49.26GW at a clearing price of £19.40/kW/year, although the first delivery period for entrants in the capacity market has been this current winter 2017/18, following government's decision to bring forward the first year of delivery to guard against short-term security of electricity supply risks

  The latest T-4 capacity market auction results reported the 2016 T-4 Auction securing capacity for delivery in 2020/21, cleared at a price of £22.50/kW.

- **Emissions Performance Standard ("EPS")**: for all new fossil fuel plants, initially set at 450g CO2 per kWh, to limit emissions from fossil fuel power stations and encourage new coal-fired power stations to be built with Carbon Capture and Storage ("**CCS**") technology.

- **Carbon Price Support ("CPS")**: a charge applied in the UK only to supplement the cost of carbon permits to generators under the EU Emissions Trading Scheme. CPS is intended to make sure that generators incur a cost of carbon that encourages them to switch their investment to low carbon sources such as renewables and nuclear. It was introduced with effect from April 2013 at a rate of £4.94/tonne.

  In the March 2014 Budget, the Government announced reform of the carbon price floor (the "**CPF**"). The CPS rate per tonne of carbon dioxide (tCO2) – the UK-only element of the CPF – was capped at a maximum of £18 from 2016-17 until 2019-20. This effectively froze the CPS rates for each of the individual taxable commodities across this period at around 2015-16 levels. For 2020-21, the cap will be maintained in real terms and set at £18/tCO2 plus RPI. This will continue to protect business competitiveness. In the 2016 Autumn Statement, the Chancellor confirmed that CPS will be capped at £18/tCO2 until 2020/21 "to provide certainty to business". The Government stated that it will consider the appropriate mechanism for determining the carbon price in the 2020s.

CPS was introduced in the Finance Act 2011; the other elements of EMR are contained in the Energy Act which received royal assent in December 2013, with most secondary legislation coming into force during 2014. The new regime does not apply to existing generation, whose revenues are protected under the grandfathering arrangements described above.

Political context and support for renewable energy

Following the EU referendum on membership of the EU in June 2016, and the UK general election in June 2017 that delivered a hung parliament, the overriding political questions of the day have tended to centre on Brexit. The Investment Adviser considers that the main developments with an impact upon renewable energy have been:

- the dismantling of DECC and subsuming its responsibilities within BEIS; and
- publication of the UK Government's Clean Growth Strategy in October 2017

The Clean Growth Strategy aims to provide a set of policies and initiatives that deliver increased economic growth and decreased carbon emissions. Although the document contains positive words around the need to "nurture low carbon technologies", there is no new support for established renewable generation technologies such as onshore wind and commercial-scale solar, which remain without a subsidy.

The Strategy does confirm previously announced initiatives, including the phasing out of unabated coal generation by 2025 and the commitment to Hinckley Point C nuclear plant. Up to £557 million will be made available for newer renewable technologies in the CfD auctions scheduled for Spring 2019. Public money is also allocated to innovations in smart systems to reduce the cost of electricity storage, advance innovative demand response technologies and develop new ways of balancing the grid, and a commitment to target a total carbon price for each tonne of emissions from businesses to apply in the 2020s.

As noted earlier the momentum towards a cleaner global energy system was reinforced following the UNFCCC meeting in Paris in December 2015. The recent UK vote in favour of leaving the EU does not alter the UK's desire and requirement to reduce carbon emissions. The UK has ambitious domestic targets in place, with the Climate Change Act establishing a target for the UK to reduce its emissions by at least 80 per cent. from 1990 levels by 2050 (as explained above). The Climate Change Act established a system of five-yearly carbon budgets, the fifth of which was formally approved by Parliament on 30 June 2016 and aims to limit annual emissions to an average of 57 per cent. below 1990 levels by 2032.

As an EU member, the UK is required to generate 15 per cent. of its energy from renewables by 2020 under the Renewable Energy Directive. Although by leaving the EU the UK may no longer be obliged to hit these targets or any successor targets (unless agreed as part of any secession agreement), the renewables projects required to meet the 2020 target for electricity generation have already been largely built or are expected to be commissioned. In respect of longer term commitments, the Climate Change Act's ambitious carbon reduction targets will require a substantial and continued contribution from renewables.

FRENCH RENEWABLE ENERGY MARKET

The electricity sector in France is dominated by nuclear power, which accounted for around 72.3 per cent. of total production in 2016, while renewables and fossil fuels accounted for 19 per cent. and 9 per cent., respectively. France has the largest share of nuclear electricity in the world and is also among the world's biggest net exporters of electricity.

The France National Renewable Energy Action Plan ("**NREAP**") was prepared in response to the Renewable Energy Directive, which required EU Member States to prepare a roadmap for the PPE targets imply total renewable energy capacity of 69,980 MW in the low scenario, and 76,743 MW in the high scenario by 2023; delivering 150 and 167 TWh renewably sourced electricity per year respectively

A new 10 point plan was released by the French Government on the 18th of January 2018 aimed at reforming the system such that the length of time for projects take to develop and reach operational status is broadly halved and communities are better encouraged to accept the new schemes.

European Commission of how they were to achieve its objectives and in particular how France planned to achieve its legally binding target of a 23 per cent. share of energy from renewable sources in gross final consumption of energy by 2020, beyond the official EU target of 20 per cent.

In addition to increasing renewable energy production, in October 2014, the Energy Transition for Green Growth Bill set a target to reduce the share of nuclear power to 50 per cent. by 2025.

Grenelle de l'Environnement 1 (2009) and 2 (2010) are the basis for the action plan, with a focus on the comprehensive improvement of energy efficiency and the increased use of all renewable energies. Each administrative division of the country has to compile a plan, SRCAE (Schéma Régional du Climat, de l'Air et de L'Energie), with both qualitative and quantitative targets for the use of renewable energies.

Each SRCAE includes a regional wind energy plan with potential locations for onshore and offshore production. The overall target for wind energy installations in France by 2020 is 25,000MW (onshore 19.0GW, offshore 60GW).

The target for solar energy installations is 5.4GW by 2020 and for biomass is 17.0GW.

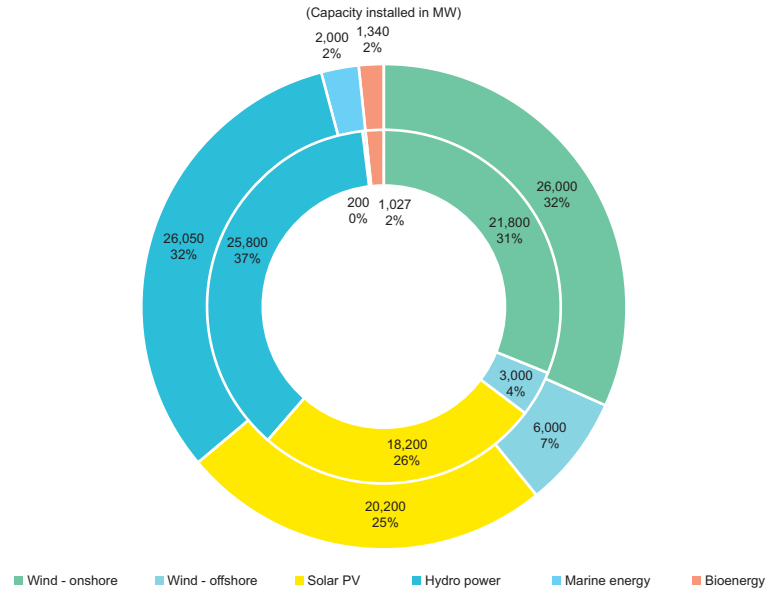
The Energy Transition Act was adopted by the French Parliament on 22 July 2015 and published on 18 August 2015 and contained the NREAP goals set out above.

In compliance with the new European guidelines on state aid for environmental protection and energy published by the European Commission on 28 June 2014, the Energy Transition Act aims to better integrate renewable energy projects into the internal electricity market in a gradual way. In this respect, for significant renewable energy projects, particularly onshore wind farms and photovoltaic plants, it provides for the gradual replacement of the existing support mechanism, the FITs, by a new support mechanism, the contract for difference. Under the Energy Transition Act, a renewable energy project may be eligible for FITs or for a contract for difference. It has been indicated that these two support mechanisms cannot be combined.

In November 2016 the French government announced updated targets for Low and High scenarios for renewable energy capacity to be installed by 2023.

The overall target for wind energy installations by 2023 is currently 24.8-32.0GW (onshore 21.8-26.0GW, offshore 3.0-6.0GW) whilst the target for solar energy installations has increased significantly to 18.2 – 20.2 GW. Marine energy is included in the range 0.2-2.0GW whilst Bioenergy is materially lower at 1.027-1.340GW. Hydro power is also considered to reach 25.8-26.05GW by 2023.

Figure 5: PPE scenarios for renewable energy deployment in France, 2023



Source: Minstere de la Transition Écologique et Solidaire: Plan deliberation des Énergies Renouvelables: Conclusions de groupe de travail "éolien" (18 January 2018).

The implementation of the Paris Agreement commits France to speeding up the energy transition and setting an example in the development of renewable energy in order to reduce greenhouse gas emissions and strengthen France's security of supply.

The French Energy Transition for Green Growth Act sets an ambitious goal of raising the share of renewable energy in France's total energy consumption to 32 per cent. by 2030. By that date, renewable energy should account for 40 per cent. of electricity production, 38 per cent. of final heat consumption, 15 per cent. of final fuel consumption and 10 per cent. of gas consumption in France.

On 6 July 2017, a five-year 'Climate Plan' was issued by the French Ecologic Transition Minister, aiming at reaching carbon neutrality by 2050 in compliance with the Paris Agreement. It sets concrete targets for that 32 per cent. renewable generation by 2030, ending coal generation by 2022, ending of fossil fuel generation (gas and oil) by 2040 and increasing of the carbon tax (above €100/tCO2) applicable to domestic fuel by 2030.

Support Mechanisms in France

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 in France 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 the 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 was 22.5 €/MWh in 2016/17 and 2017/18 (against 19.5 €/MWh in 2014).

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 assets with a power purchase tariff application post 10 July 2006 is as follows:

- Initial period of 10 years: 82.0 €/MWh, indexed to inflation.
- Remaining period of 5 years: 82.0 €/MWh if average capacity factor < 2400 hours – linear interpolation if capacity factor is 2400-3600 hours and 28 €/MWh if average capacity factor > 300 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 dated 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. However, subsequent to this, a new tariff order was published on 4 March 2011 which set up the new FITs applicable as of 10 March 2011 and allowed operators to resume their solar PV projects.

The tariff order dated 4 March 2011, as amended by decision dated 30 October 2015, specifies the conditions of purchase of electricity produced by solar plants and sets tariffs based on a series of criteria including size and type of building integration. This approach indicates that the intention of the French government was to reduce the number of applications following the boom in installations referred to above.

Feed-in tariffs for bioenergy (only over 5MW CHP plants) are 43 €/MWh for electricity, with an 80-130 €/MWh bonus according to efficiency and resource use of the plant. The programme does not cover biogas, household or municipal waste technologies.

French Wholesale Electricity Market

Several options exist for selling the output from wind and solar PV farms after the expiry of a FIT.

- under the European Power Exchange (EPEX SPOT, day-ahead transactions and intraday transactions);
- under a commercial power purchase agreement concluded with an off-taker, such as EDF, a local entity in charge of the public electricity network or any electricity suppliers, with negotiated price and duration; or
- under a commercial power purchase agreement concluded with an aggregator. In this case, the aggregator undertakes to purchase the electricity at a certain price and is responsible for the sale of the electricity on the spot markets.

WATER AND WASTEWATER MARKET – GLOBAL OVERVIEW

The world's population is growing and becoming increasingly urban. These demographic forces place increasing pressure on water and wastewater infrastructure, creating the need for new investment in water treatment facilities and the renewal and extension of existing plant. The OECD identifies water as one of the four most pressing concerns for the world to address between now and 2050. In Europe, estimates of the cost of implementing the EU Water Framework Directive (No. 2000/60/EC) are up to US$300 billion. Annual expenditure within developed countries on water services in order to meet the needs of their predicted populations should be in the range of 0.35 per cent. – 1.2 per cent. of GDP.

Due to water's status as the single most important resource for human beings and the argument that water is a "public good", private investment in water facilities is often politically controversial and the suitability of private sector participation ("**PSP**") in the provision of water and wastewater services is not always accepted. Nevertheless, the sector has grown during the 21st century – the number of people globally covered by PSP has grown from an estimated 335 million in 2000 to an estimated 1,052 million in 2015 and this is expected to continue to grow over the short-to-medium term.

There are various forms of PSP in the water and wastewater sector, ranging from simple operation and maintenance services ("**O&M Services**") contracts, where private firms provide specific services in respect of publicly owned infrastructure, through to lease and affermage contract structures which are generally public-private sector arrangements under which the private sector is responsible for operating and maintaining the utility, but not for financing the investment, and for taking a level of risk over the performance of assets and their upkeep, and to long-term concessions involving the private sector designing, building, financing and operating ("**DBFO**") facilities. They can also involve privatisations of water companies, such as occurred in England and Wales in 1989, and more recently in the US where certain municipal jurisdictions have privatised their water supply

THE WATER TREATMENT SECTOR IN THE UK AND INTERNATIONALLY

Focusing on the "concession" section of the spectrum of PSP, the UK entered into a number of PPP transactions in the late 1990s and 2000s, including deals with the predecessor organisations to Scottish Water, and the "Aquatrine" deal to transfer responsibility for the Ministry of Defence's water and wastewater requirements across Great Britain. There is currently no pipeline of future water projects in the UK, although the Thames Tideway Tunnel (a project to deal with overflow from London's existing sewer system) received regulatory approval in August 2015 and construction, which is due to last approximately seven years, commenced in early 2016. In addition, Ofwat's Water 2020 proposals set out measures to liberalise further the water and wastewater market enabling increased opportunities for third party providers to compete for activities currently restricted to the regulated water and wastewater companies in England and Wales.

Other parts of the world where the Fund may make investments under the Investment Policy have seen more concession activity in recent years. In the United States water infrastructure is becoming increasingly pressing for some areas as water shortages and population growth place increasing strains

on existing infrastructure. PPP procurements in the water sector are run by local municipalities rather than being a state or federal concern, and so the market currently does not benefit from any standardisation of approach. This may change in due course through the Federal Government's passing of the Water Resources Reform and Development Act ("**WRRDA**") in 2014. WRRDA is a significant piece of legislation that is intended to streamline project delivery, promote fiscal responsibility, and strengthen the United States' water infrastructure and water transportation networks to promote competitiveness, prosperity, and economic growth. The WRRDA creates opportunities for increased private investment in water infrastructure. It establishes the Water Infrastructure Finance and Innovation Authority ("**WIFIA**"), which is modelled after the highly successful Transportation Infrastructure Finance and Innovation Act ("**TIFIA**") programme for surface transportation and intended to provide credit assistance for drinking water, wastewater, and other water resources infrastructure projects. WIFIA is a five-year pilot programme that will leverage federal funds to attract substantial private or other non-federal investments to promote increased development and to help speed construction of critical water infrastructure projects.

Nevertheless, there are a number of recent PPP projects in the sector that are in procurement, construction or operation including the Carlsbad Desalination Project, San Antonio Water, Rialto Water, South Miami Heights Water Treatment Plant, Huntington Desalination and Bayonne Water. Canada has five projects in procurement or in construction, including the Regina wastewater treatment project and the Saint John drinking water project. Australia has closed two major water projects in the last four years, and although there are currently no further projects in procurement, the need for investment suggests that future private sector involvement is possible.

UK WASTE PFI/PPP MARKET

The UK market for waste PFI/PPP contracts has expanded significantly in the last 10 years. In response to growing financial and regulatory incentives to divert waste from landfill, local authorities have increasingly sought to procure waste treatment and processing solutions from the private sector. These local projects, backed by central government PFI credits, have usually combined investment in new infrastructure with long-term waste treatment and processing plans, typically spanning 25 years or more.

In 1999, the European Union introduced the EU Landfill Directive (No. 99/31/EC) (the "**Landfill Directive**") which required all EU Member States to reduce the amount of Biodegradable Municipal Waste ("**BMW**") sent to landfill. The Department for Environment, Food and Rural Affairs ("**Defra**") has responsibility for ensuring that England diverts sufficient waste from landfill to enable the UK to meet its target under the Landfill Directive of sending less than 10.2 million tonnes of waste to landfill a year by 2020. Local authorities have statutory responsibility for disposing of their municipal waste. Defra established a programme in 2006 to encourage the development of local authority waste infrastructure by providing support, guidance and funding to local authorities undertaking waste projects through PFI contracts. Defra part-funds local PFI projects through this programme, although local authorities are the signatories to the PFI contracts and are responsible for ensuring that their waste contracts represent value for money.

Defra, which oversees the allocation of funds and scrutinises local authorities' plans, has allocated £1.7 billion of PFI credits to 28 local authorities under the programme, and a total of 28 projects under the programme have been signed with a capital value of approximately £3.8 billion (although Defra is only directly responsible for waste projects in England, and investment in waste infrastructure is higher for the UK as a whole). Within Scotland and Wales, waste PPPs have been closed through their own procurement regime, although largely following the structure of English PFI/PPP waste contracts. Within Scotland, as part of Waste (Scotland) Regulations 2012 a ban on biodegradable municipal waste going to landfill will take effect from 1 January 2021. It is anticipated that this may place additional pressure on Scottish Local Authorities to build new waste processing infrastructure and/or to more fully utilise existing diversion arrangements. Two waste projects were recently financially closed in Edinburgh and Dunbar to treat Authority waste, and a few merchant plants capable of accepting Authority waste are either in construction or shortly planning to be.

In December 2012 the UK Government launched Private Finance 2 ("**PF2**") following a detailed review of its PFI procurement model. There are currently no plans to support further residual waste infrastructure projects using the PF2 model as Defra believes that, based on figures for BMW sent to landfill in 2012 and assumptions about future volumes, they expect to meet the target for 2020.

The market and approach adopted in each region of the UK is different and is influenced by both politics and market size. The first PFI/PPP contracts to come to market were integrated or semi-integrated projects and often included collection as well as waste transfer, recycling, and waste treatment. This meant that the market was restricted to a small number of large waste treatment and processing companies. Disaggregation opened the market up to a wider range of bidders and the majority of PFI/PPP contracts that have come to market in recent years are for residual waste treatment (i.e. the waste that remains after recycling activities have taken place at the kerbside). These projects are typically based on a single waste treatment site and facility. The public sector often guarantees a minimum tonnage or a minimum payment and therefore a substantial proportion of revenue streams are effectively availability based. Further, operating costs are linked to revenue under an operation and maintenance agreement. Both of these factors combined with long-term financing swapped to fixed rate make the UK PFI model one with limited downside risk.

At the EU level, waste management remains an important policy area focusing on three core principles: waste prevention; recycling and reuse; and improving final disposal and monitoring. This has been implemented through various policies such as the requirement that 50 per cent. of household waste and 70 per cent. of construction and demolition waste is recycled by 2020. 21 EU Member States have introduced landfill taxes to financially incentivise the diversion of waste from landfills. A Circular Economy Package is currently being discussed at the EU level, which proposes a common EU target of recycling 65 per cent. of municipal waste and reducing landfilling of municipal waste to 10 per cent. by 2030.

Regulatory Framework

In the Investment Adviser's view, a primary driver behind the increases in public expenditure on waste treatment and processing in recent years has been more demanding legislation within the sector, as well as greater public environmental awareness. Amongst the most significant legislation in this area is the Landfill Directive, implemented in the UK through the Landfill Allowance Trading Scheme and the 2007 Waste Strategy. Whilst UK waste legislation has typically been implemented from EU directives, the Investment Adviser considers that the impact of Brexit is unlikely to lead to a relaxation of these targets, and the environmental impact of waste (in particular that of waste plastic) has been recently part of Government discussions that may lead to specific UK legislation being put in place.

Landfill Directive

The Landfill Directive imposed legally binding targets on each EU Member State to limit the amount of BMW that is sent to landfill. The UK Government devolved responsibility for meeting these targets to each waste disposal authority ("**WDA**"). Through the Waste and Emissions Trading Act 2003 and the Landfill Allowances and Trading Scheme (England) Regulations 2004, each WDA was allocated an allowance of BMW it is permitted to dispose of to landfill each year (April to March) between 2005/06 and 2019/20.

The key element of the Landfill Directive is a series of targets to reduce the land filling of BMW, as follows:

- By 2010, to reduce BMW sent to landfill to 75 per cent. (by weight) of the 1995 level;
- By 2013, to reduce BMW sent to landfill to 50 per cent. (by weight) of the 1995 level; and
- By 2020, to reduce BMW sent to landfill to 35 per cent. (by weight) of the 1995 level.

The Landfill Directive imposes fines of £0.5 million on EU Member States for each day of non-compliance (equating to a potential £180 million per year if every day of the year is non-compliant). In addition to reducing the amount of waste placed in landfill, the Landfill Directive also bans certain wastes from landfill and requires the pre-treatment of wastes going to landfill.

Latest statistics released by Defra in December 2016 show that BMW sent to landfill has continued to reduce and in 2015 was 7.7 million tonnes. This represents 22 per cent. of the 1995 baseline value. In 2013 this figure was 26 per cent., which comfortably met the 2013 EU target (no greater than 50 per cent. of the 1995 baseline).

Landfill Allowance Trading Scheme ("LATS")

In order to comply with the Landfill Directive, the UK Government introduced the LATS in 2005. Under the scheme, local authorities were given allowances for the amount of BMW they could send to landfill each year until 2020, set in line with the EU targets. Local authorities could trade allowances with each other, selling allowances if they had diverted more waste from landfill or buying more if they were likely to exceed their allocation. Local authorities could also bank unused allowances or borrow from their future allocations. The scheme was intended to provide flexibility at local level, while ensuring that the national targets were met. Underlying it was a penalty of £150 per excess tonne sent to landfill, with the potential for greater penalties in later years. Defra opted to end the scheme in 2013 after deciding that LATS was no longer a major driver for diverting waste from landfill; the major driver having been landfill tax (see 2007 Waste Strategy below).

2007 Waste Strategy

In 2007, the UK Government published its waste strategy for England. The strategy supported the objectives of the Landfill Directive by setting out:

- A significant increase in landfill tax on biodegradable waste from £24 per tonne in 2007, rising by £8 per annum until it reached £80 per tonne in 2014, in order to incentivise greater diversion from landfill. Since 2014 it has risen by inflation. The tax applies not just to municipal waste but also to commercial and industrial waste;
- The Waste Infrastructure Delivery Plan ("**WIDP**") for the procurement of new infrastructure required to treat waste diverted from landfill. The Comprehensive Spending Review 2007 allocated £2 billion in waste infrastructure credits to Defra for the period 2008–11; and
- A ban on the landfill of untreated waste from October 2007 and plans to introduce further restrictions on the landfilling of recyclable materials, subject to consultation.

The implementation of the UK Government's waste strategy has resulted in local authorities increasingly seeking to procure waste treatment and processing solutions from the private sector. WIDP was established to support local authorities in accelerating investment in the large-scale infrastructure required to treat residual waste. The investment opportunities provided by this project pipeline are further discussed below. The UK is not alone in having imposed landfill taxes as 20 other EU Member States have done so too, underlining the broad support for such actions.

Current Market Status and Future Opportunities

The waste market continues to provide current and future opportunities, although the last tranche of waste PFI and PPP projects from Defra's Waste Implementation Programme have now reached financial close. Whilst Defra maintains that there will be no further PFI projects, it is recognised that infrastructure gaps will remain in the market. These gaps are likely to be filled by a combination of "one-off" local authority PPP procurements and merchant waste projects. This was evidenced in the latest CfD auction, held in September 2017 where, as referred to above, two energy from waste with CHP and six advanced conversion technologies projects were awarded allocations.

Merchant waste projects are projects whose revenues do not come from a Public Sector Client, but instead from the relevant public or private contractors. They will be developer led and will aim to fill gaps in the waste infrastructure market, targeting areas where disposal issues are faced either by the local authority and/or the commercial and industrial waste market. A key issue will be the ability for developers to secure supply and revenue streams to support the financing of such schemes.

Whilst there is currently no established secondary market for waste infrastructure assets given the relative newness of the sector, it is anticipated that a number of operational PFI/PPP and merchant waste projects will come to market in the near term. These will either be from the large waste companies, who have been the major investors in the sector, or developers and short term holders of equity seeking to recycle capital once projects are operational.

Whilst the UK is the most advanced in terms of using PPP/PFI for waste management infrastructure development, other countries that have followed the UK's lead in the wider application of PFI structures are known to be considering this approach for waste management. Across both OECD and non-OECD countries the factors that led to the UK requiring a significant increase in waste infrastructure are

common: population growth, urbanisation, economic growth and the increasing focus on the sustainability agenda. Whilst the issues may be well known, the pace at which different countries have recognised the need for investment and introduced the necessary economic and legislative conditions to stimulate investment varies considerably. In the UK the response to the Landfill Directive was the introduction of economic instruments such as landfill tax and government incentives via PFI credits to encourage local authorities to seek other forms of disposal and treatment for municipal and commercial waste (as described in more detail above). In Europe, Canada, Australia and some states in the USA the need for investment has been recognised and economic instruments such as landfill taxes and escalators have begun to be used to stimulate investment, although the volume of investment lags well behind the UK. In many countries public investment has been seen in mechanical biological treatment and energy from waste facilities. In terms of private finance, Canada has considered the use of PPP for waste projects, as has Poland in Europe where the €172 million Poznan pathfinder project was the first waste disposal and energy from waste facility to be procured under the PPP model, and a preferred bidder for the energy from waste project in Gdansk was announced in 2017. Elsewhere in Europe, currently the City of Belgrade and Gipuzkoa waste PPPs , in Serbia and Spain respectively, have both reached commercial close.

As the economic and social issues surrounding waste creation and disposal increase globally it is believed private finance and PPP structures will play an increasing role in infrastructure development in the future and provide opportunities for infrastructure investors.

ANAEROBIC DIGESTION

Anaerobic digestion uses natural bacteria to break down biomass in a sealed tank in the absence of oxygen to produce a methane rich biogas. The biomass fuel includes wet wastes such as animal manures and slurries, crop residues and food waste and/or purpose grown crops such as maize. The biogas can be used for process heat, or for heat and electricity generation using a combined heat and power unit. Alternatively, the biogas can be upgraded to biomethane for use in transport applications or injection into the gas grid. The leftover indigestible material is called digestate; this is rich in nutrients and can be used as a fertiliser. Digestate can be used whole and spread on land. Alternatively, it can be separated into liquor and fibres. Separated fibre can be used fresh as a soil conditioner or, after further aerobic composting to stabilise it, the material is suitable for making into a compost product. If the feedstock to the plant is classified as a waste, a publically available specification (PAS) 110 accreditation for the digestate is commonly sought.

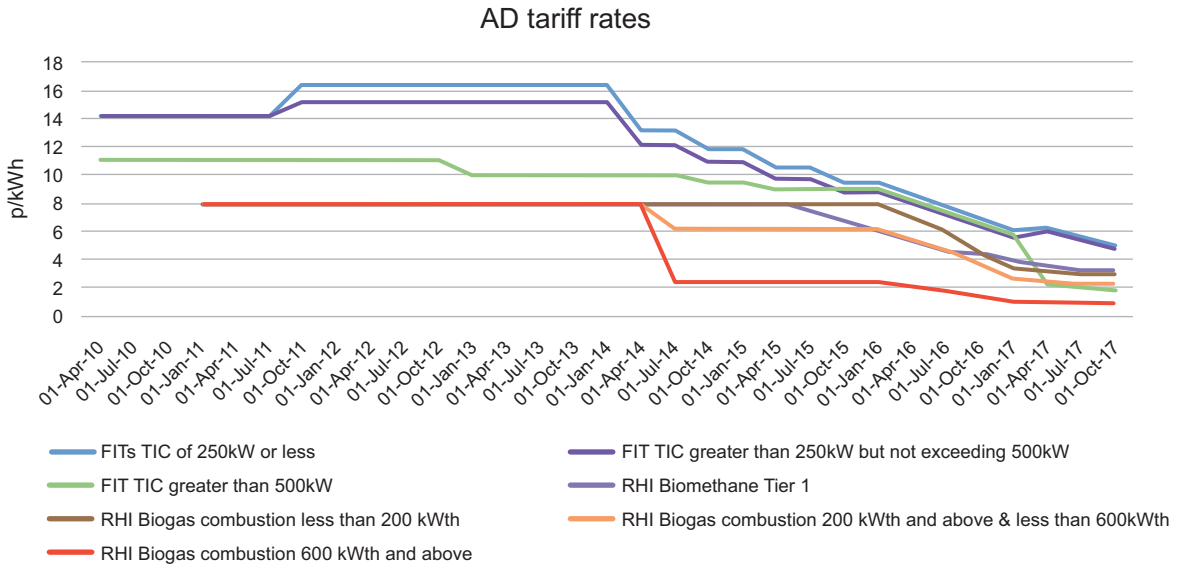
Profitability for anaerobic digestion projects can vary greatly depending on when the plant was commissioned, whether the project exports electricity or gas, and if it is an agricultural or a waste plant. If the plant is focused on electrical export it will likely benefit from accreditation under the RO regime or via a feed in tariff as well as receiving revenue for the electricity via a PPA. If primarily a gas plant it may receive payments via the RHI in addition to value ascribed to the gas itself via a GPA and, in some cases, the sale of Green Gas certificates. Some sites may also receive revenue from utilising the spare heat from a CHP via claiming on the RHI or diverting a small proportion of its otherwise exportable Biomethane to a smaller onsite electrical CHP engine (typically sized to satisfy the electrical needs of the site) in order to receive payment under the FIT. Further revenues could be obtained via the sale of digestate – spread directly to arable land as a substitute for fertiliser, or used as a soil conditioner or compost product. In food waste fed plants the receipt of the waste provides an income stream from gate fees (whereas in agricultural plants the purchase of crop feedstock is commonly a cost).The anaerobic digestion industry may provide significant opportunities for the fund in 2018 and beyond. As reported by the Anaerobic Digestion and Bioresources Association ("**ADBA**") as at November 2017, there were 578 AD plants in operation in the UK, with a further 410 plants either with an application submitted or consent granted.

Figure 6: Projected number of new AD plants commissioned in the United Kingdom

Source: ADBA Market and Policy Report November 2017.

Some anaerobic digestion plants are now able to display a significant operational history, and the operating market itself has matured, with some independent operators developing an experienced asset management service. Early AD plants benefit from higher government backed support through RHI, Fit and ROC, which led to a surge in the commissioning of AD assets in 2014 and 2015, and a commensurate slowdown in construction and development activity thereafter.

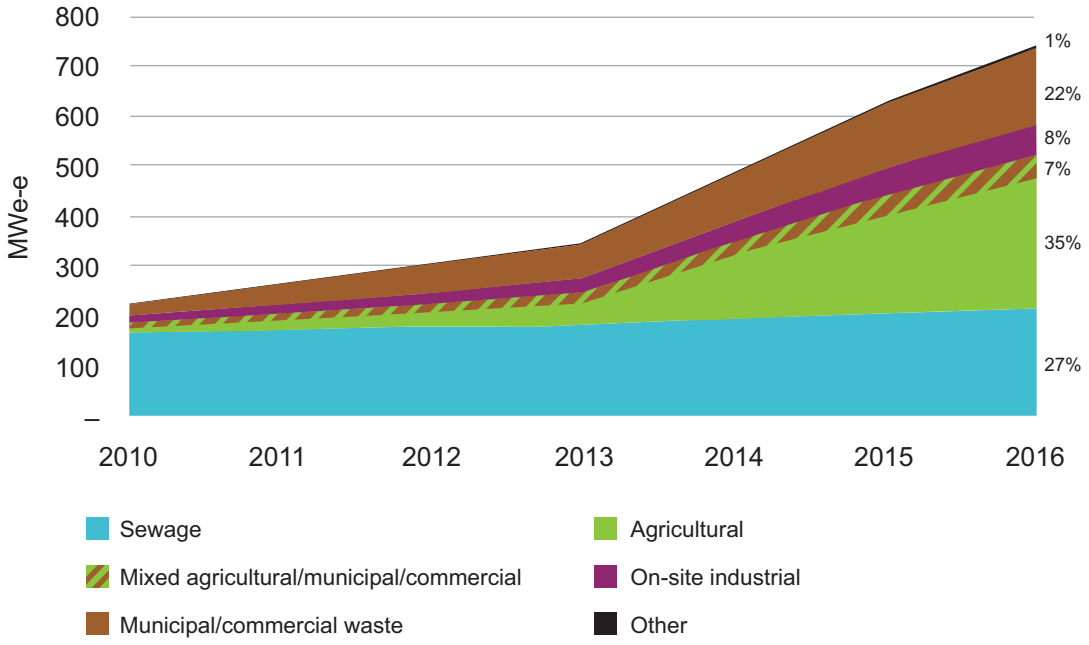
Figure 7: Anaerobic digestion tariff rates available in the United Kingdom from April 2010



Source: ADBA Market and Policy Report November 2017.

Of the plants in operation in the UK, approximately 15 per cent. inject biomethane into the grid, 84 per cent. generate electricity, and the remaining one per cent. generate heat only. The chart below illustrates that growth in the industry has been led by deployment in feedstock led agricultural plants (such as the Vulcan Renewables AD project). All AD export variants, and all feedstock categories fall within the Company's Investment Policy.

Figure 8: Cumulative capacity by feedstock category of anaerobic digestion plants in the United Kingdom



Source: ADBA Market and Policy Report November 2017.

UK anaerobic digestion plants in one form or another currently produce 11.4 TWh of biogas. This equates to 2.5 per cent. of the 462 TWh of the gas produced in the UK 2016 and is only 22 per cent. of the 53 TWh which ADBA estimates that AD as a technology could provide if all types of feedstocks used in, or available to, the AD industry (food, industrial & farm waste, energy crops and sewage) were used, biogas yields were improved and pre-treatment technologies were used for high-lignin feedstocks (such as straw).[12]

Combined Heat and Power

A combined heat and power ("**CHP**") plant is an installation where useful heat and power (usually electricity) are supplied from a single generation process. Some CHP installations are fuelled either wholly or partially by renewable fuels. The main renewable fuel currently used in CHP is sewage gas, closely followed by other biomass.

The term CHP is synonymous with cogeneration, which is commonly used in other EU Member States and the United States. CHP uses a variety of fuels and technologies across a wide range of sizes and applications. The basic elements of a CHP plant comprise one or more prime movers (a reciprocating engine, combined cycle, gas turbine, or steam turbine) driving electrical generators, with the heat generated in the process captured and put to further productive use, such as for industrial processes, hot water and space heating or cooling.

CHP is typically sized to make use of the available heat, and connected to the lower voltage distribution system (i.e. embedded). This means that unlike conventional power stations, CHP can provide efficiency gains by avoiding significant transmission and distribution losses. These gains are reflected in the calculation of CO2 savings delivered by CHP. CHP can also provide important network services such as black start (the capability to operate in island mode if the grid goes down) and improvements to power quality.

In 2016 there were 2,182 UK schemes with a capacity of 5,571 MWe and 19,673 MWth generating 20,070 GWhe and 40,423 GWhth, respectively.

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OTHER ENVIRONMENTAL PROCESSING MARKETS

The Investment Policy of the Company covers a wide range of potential technologies within the wider global Environmental Infrastructure market. Below are some of the areas that the Fund is currently considering for future investment opportunities.

Biomass to Power and CHP

The UK has promoted the use of biomass (which can be from virgin wood, recycled/waste wood or straw) as a renewable source of power, heat and transport since 2012. Dedicated biomass to power plants were eligible for ROCs under this regime which resulted in a number of medium to large scale projects being built, the largest being the conversion to biomass pellets of three of the coal fired units operated by Drax Group plc. Biomass as a renewable energy fuel continued to be supported through the CfD regime, although its use has been restricted, first to CHP and biomass conversion projects and then, most recently, to CHP alone. Given the number of plants build under the RO regime that are now operational, the Investment Adviser is of the view that an increasing number will come to market for sale by developers or funds seeking an exit. A large part of the revenue mix of these projects comes in the form of subsidies (ROCs and RHI) and is therefore an attractive sector to explore.

Biodiesel and bioethanol (Liquid Biofuels for Transport)

In the UK biodiesel is defined for taxation purposes as diesel quality liquid fuel produced from biomass or waste vegetable and animal oils and fats, the ester content of which is not less than 96.5 per cent. by weight and the sulphur content of which does not exceed 0.005 per cent. by weight or is nil. Bioethanol is defined for taxation purposes as a liquid fuel consisting of ethanol produced from biomass and capable of being used for the same purposes as light oil.

Diesel fuel currently sold at retail outlets in the UK can contain up to 7 per cent. biodiesel. Petrol currently sold at retail outlets in the UK can contain up to 5 per cent. bioethanol. Since March 2013 a revised petrol standard (EN228) allows retailers to sell petrol containing up to 10 per cent. ethanol by volume (E10), if appropriately labelled.

The UK Government has recently consulted on a range of measures to increase the supply of biofuels for transport through the Renewable Transport Fuel Obligation (RTFO) Order, and it has now been proposed to increase the obligation on transport fuel suppliers to use renewable sources in fuel to 9.75 per cent. by 2020 (currently three per cent. for 2016/17).

PART 3

THE CURRENT PORTFOLIO

The Current Portfolio consists of Investment Interests in 24 assets in the wind and solar generation, waste, wastewater treatment and AD sectors. The Current Portfolio comprises:

- six solar PV assets (Amber Solar, Branden Solar; CSGH Solar, Monksham Solar, Pylle Southern Solar and Panther Solar);
- 13 onshore wind farm assets (Bilsthorpe Wind, Burton Wold Extension Wind, Carscreugh Wind, Castle Pill Wind, Dungavel Wind, Ferndale Wind, Hall Farm Wind, Le Placis Vert Wind, Llynfi Afan Wind, Moel Moelogan Wind, New Albion Wind, Plouguernevel Wind and Wear Point Wind);
- two waste processing assets (D&G Waste and ELWA Waste);
- one wastewater treatment asset (Tay Wastewater); and
- two anaerobic digestion plants (Vulcan Renewables AD and Icknield Farm AD).

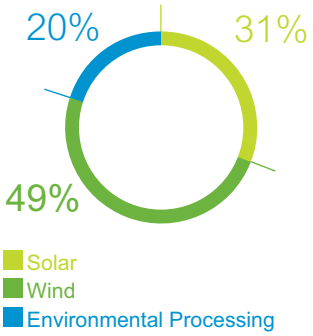
The Current Portfolio projects are located in the UK and France and are fully operational. The wind and solar generation projects in the Current Portfolio are supported by stable and well established regulatory frameworks in the UK and France. The waste and wastewater treatment and processing projects in the Current Portfolio were developed under PFI, have operating track records exceeding nine years and benefit from long-term contracts backed by the UK Government. The AD plants in the Current Portfolio have an operational history of over three years each and both benefit from revenue streams backed by an established UK regulatory framework (RHI).

The Current Portfolio represents a broad spread of Environmental Infrastructure projects with the common features of cash flows with some linkage, directly or indirectly, to inflation, government backed or regulatory supported revenue streams, and a track record of operational performance. It also benefits from diversification through low risk, predictable cash flow streams and returns from the two waste processing assets and the wastewater treatment asset together with differing energy sources and exposure to wholesale electricity prices from the five solar PV assets and the eleven onshore wind farm assets.

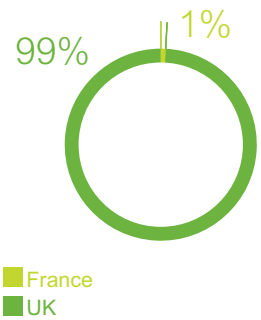
DETAILS OF THE CURRENT PORTFOLIO

The following charts sets out the composition of the Current Portfolio by sector, by geography and by remaining asset life[13].

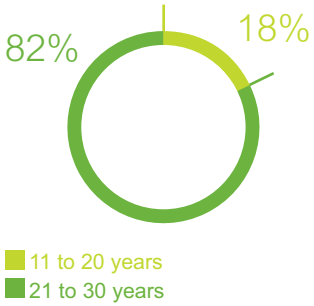
Portfolio value split by sector



Portfolio value split by geography



Portfolio value split by remaining asset life (years)



13 Proportions are based on portfolio value and distributions from project as at 30 September 2017 as set out in the unaudited half-year report of the Company at that date.

Summary of the Current Portfolio

Project Name	*Location*	*Technology*	*Turbine/ Panel Manufacturer*	*PPA/GPA Counterparty*	*Total MW*	*Fund Ownership Stake*	*Commercial Operations Date*	*PPA/GPA Expiry*	*End of Project/ Concession Life*
Amber Solar	UK (Eng)	Solar	Sunowe	Smartest Opus and Bristol Energy	9.8	100%	July 2012	September 2017 and March 2018	2036
Branden Solar	UK (Eng)	Solar	Canadian Solar	Haven Power	14.7	100%	June 2013	September 2017 and March 2018	2037
CSGH Solar	UK (Eng)	Solar			33.5	100%	March 2015	November 2030	2040
Monksham Solar	UK (Eng)	Solar	REC Solar	Co-operative Energy	10.7	100%	March 2014	March 2019	2039
Panther Solar	UK (En)	Solar	Various, including Sun tech, Sharp, LDK	Good Energy (FIT) and Opus energy (PPA)	6.5	100%	2011 - 2014	20/25 yrs from Commercial Operations Date (FIT), 2 years (PPA)	2036-2039
Pylle Southern Solar	UK (Eng)	Solar	REC Solar	nPower	5.0	100%	December 2015	December 2035	2040
Bilsthorpe Wind	UK (Eng)	Wind	Senvion SE	Statkraft	10.2	100%	March 2013	15 yrs from Commercial Operations Date	2038
Burton Wold Extension Wind	UK (Eng)	Wind	General Electric	Statkraft	14.4	100%	September 2014	15 yrs from Commercial Operations Date	2039
Carscreugh Wind	UK (Scot)	Wind	Gamesa	Statkraft	15.3	100%	June 2014	15 yrs from Commercial Operations Date	2038
Castle Pill Wind	UK (Wal)	Wind	EWT, Nordtank	Statkraft	3.2	100%	October 2009	15 yrs from Commercial Operations Date	2034
Dungavel Wind	UK (Scot)	Wind	Vestas	Statkraft	26.0	100%	October 2015	15 yrs from Commercial Operations Date	2039
Ferndale Wind	UK (Wal)	Wind	Enercon	Statkraft	6.4	100%	September 2011	15 yrs from Commercial Operations Date	2037
Hall Farm Wind	UK (Eng)	Wind	Senvion	Statkraft	24.6	100%	April 2013	15 yrs from Commercial Operations Date	2037
Le Placis Vert Wind	France	Wind	Enercon	Electricité De France	4.0	100%	January 2016	15 yrs from Commercial Operations Date	2040
Llynfi Afan Wind	UK (Wal)	Wind	Gamesa	Engie Power	24.0	100%	March 2017	15 yrs from Commercial Operations Date	2046
Moel Moelogan Wind;	UK (Wal)	Wind	Siemens/ Bonus	Opus Energy	14.3	100%	2003 and 2008	Sep 2018 and March 2023	2057 and 2038
New Albion Wind	UK (Eng)	Wind	Senvion	Statkraft	14.4	100%	January 2016	15 yrs from Commercial Operations Date	2040
Plouguernevel Wind	France	Wind	Enercon	Electricité De France	4.0	100%	May 2016	15 yrs from Commercial Operations Date	2041
Wear Point Wind	UK (Wal)	Wind	Senvion	Statkraft	8.2	100%	June 2014	15 yrs from Commercial Operations Date	2039
D&G Waste	UK (Scot)	Waste Treatment	N/A	N/A	N/A	80%*	2007	N/A	2029
ELWA Waste	UK (Eng)	Waste Treatment	N/A	N/A	N/A	80%*	2006	N/A	2027
Tay Wastewater	UK (Scot)	Wastewater	N/A	N/A	N/A	33%	November 2001	N/A	2029
Vulcan Renewables AD	UK (Eng)	Anaerobic Digestion	N/A	Axpo	5.0#	100%	October 2013	December 2019	2033
Icknield Farm SPV	UK (Eng)	Anaerobic Digestion	N/A	Total Gas and Power	5.0##	40%**	Dec 2014	December 2019	2034

* 100% of shareholder loans.

* The Fund also maintains a secured credit facility in the project.

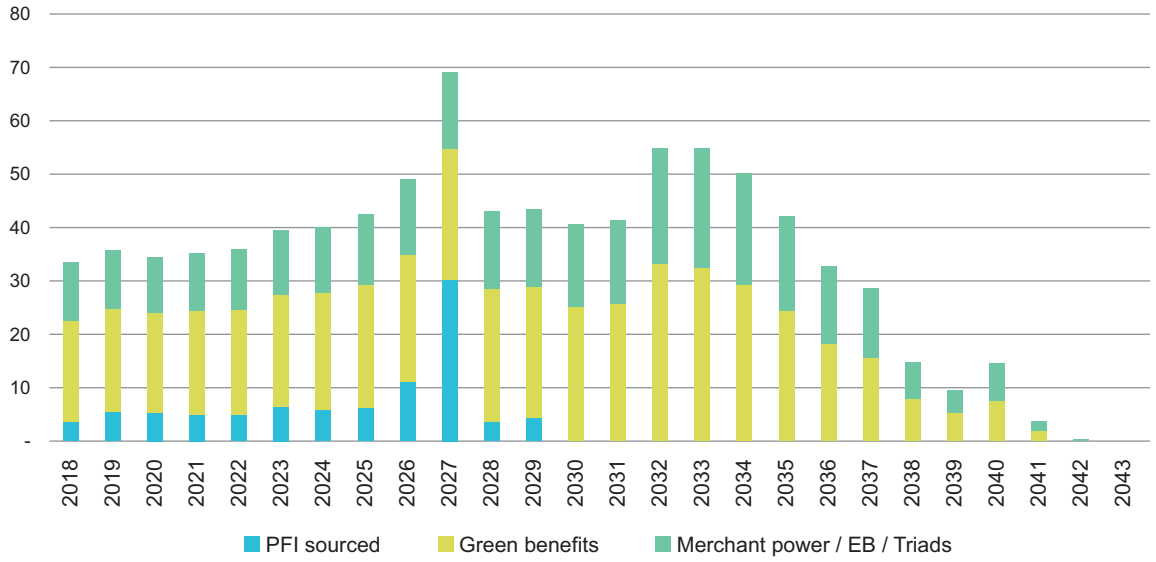
\# MWth (thermal) also includes 0.5 MW CHP engine for onsite power provision.

\## MWth (thermal) also includes 0.4 MW CHP engine for onsite power provision.

Illustrative cash flow projections for the Current Portfolio

The cash flows from the Investment Interests in the Current Portfolio comprise dividends and other distributions paid by Project Entities in respect of equity, repayments of equity and repayments of principal and interest on shareholder loans. The projected aggregated future cash flows that are anticipated to be received from the investments in the entire Current Portfolio by revenue type are illustrated in the table below with key assumptions listed below the table.

Current Portfolio Projected Annual Cash Flow Contribution per Revenue Type[14]



The key assumptions underlying the models on which the cash flows above are based are as follows:

- Base case forecasts for renewable energy projects assume a "P50" level of electricity output based on reports by technical consultants. The P50 output is the estimated annual amount of electricity generation (in MWh) that has a 50 per cent. probability of being exceeded – both in any single year and over the long term – and a 50 per cent. probability of being underachieved. Hence the P50 is the expected level of generation over the long term.
- For the waste and wastewater processing projects, forecasts are based on projections of future flows and are informed by both the client authorities' own business plans and forecasts and independent studies where appropriate. Revenues in the PPP projects are generally not very sensitive to changes in volumes due to the nature of their payment mechanisms.
- Electricity price assumptions are based on the following:
  - For the first two years, cash flows for each project use forward electricity prices based on market rates unless a contractual fixed price exists, in which case the model reflects the fixed price followed by the forward price for the remainder of the two year period.

14 This analysis assumes that project cash flow contributions reflect the revenue split at each project. The table above is for illustrative purposes, contains targets only and is not a profit forecast. There can be no assurance that these targets can or will be met and they should not be seen as an indication of the Company's expected or actual results or returns. The hypothetical projected cash flows do not take into account any unforeseen costs, expenses or other factors which may affect the Current Portfolio assets and therefore impact on the cash flows to the Company. As such, the table above should not in any way be construed as forecasting the actual cash flows from the Current Portfolio. The inclusion of this graph should not be construed as forecasting in any way the actual returns from the Current Portfolio. Accordingly investors should not place any reliance on this table and the targets it contains in deciding whether to invest in New Ordinary Shares nor assume that the Company will make any distributions at all.

- For the remainder of the project life long term central case forecasts from an established market consultant and other relevant information is used, and adjusted by the Investment Adviser for project specific arrangements. The sensitivity assumes a 10 per cent. increase or decrease in electricity prices relative to the base case for each year of the asset life after the first two-year period.

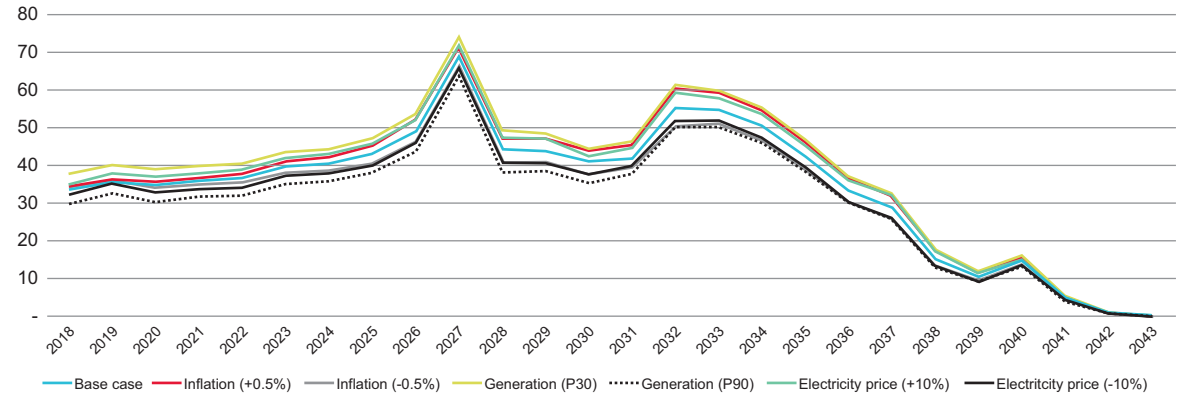
- Weighted average asset availability by generation are 98.03 per cent. for wind assets and 97.2 per cent. for solar assets.
- Inflation assumptions in the UK are 3.8 per cent. in 2017, 3.1 per cent. in 2018 with 2.75 per cent. for all subsequent years. For France, inflation assumptions are 1.00 per cent. in 2017, 1.25 per cent. in 2018 and 1.50 per cent. for all subsequent years.
- Operating costs are in line with existing contracts and are expected to rise with inflation beyond expiry after allowing for anticipated cost savings where considered appropriate.
- UK and French corporate tax rates in line with the enacted legislation or subsequent Chancellor's or Finance Minister's announcements.
- Project debt to stay in place on similar conditions for PFI and, where applicable, renewable energy assets.
- 25 year asset life for wind and solar renewable assets, except for Ferndale Wind (24 years).
- 20 year asset life for anaerobic digestion projects

Illustrative cash flow projections and sensitivities for the Project Entities

The cash flows from the Investment Interests in the Current Portfolio comprise dividends and other distributions paid by each Project Entity in respect of equity, repayments of equity and repayments of principal and interest on shareholder loans. While a wide range of factors may affect the Current Portfolio and the NAV, set out below are a number of representative sensitivities and the cash flows under each sensitivity.

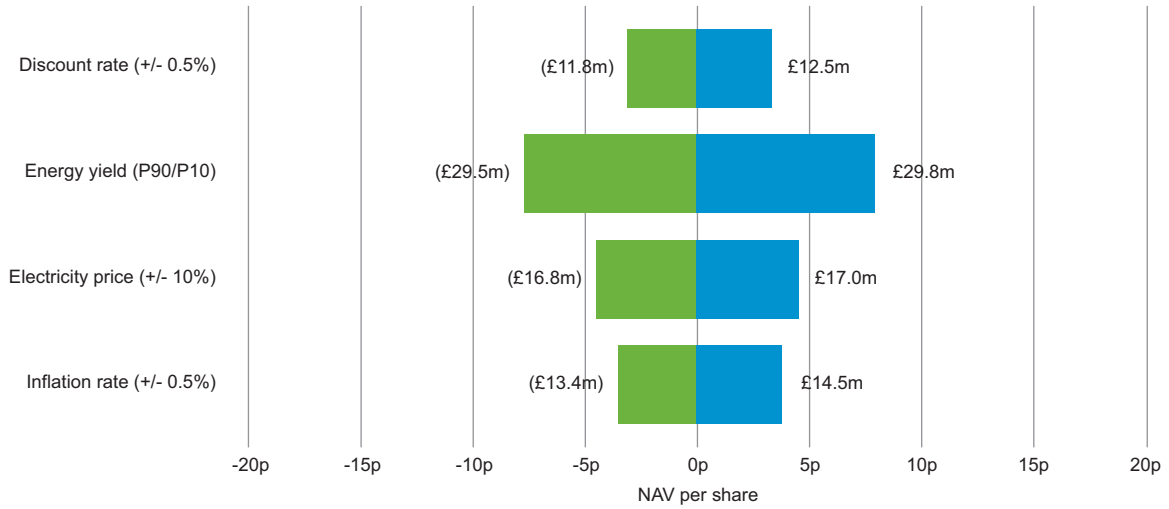
The spike in cash flow in 2029 is due to significant cash which can be released from PFI Project Entities once senior debt is fully repaid.

Cash Flow Projections and Sensitivities for Project Entities



The following chart shows the impact of the key sensitivities on Net Asset Value per Share as at 30 September 2017 with the £ labels indicating the impact of the sensitivities on portfolio value.

Sensitivities – impact on NAV



The key assumptions underlying the sensitivities are as follows:

- ***Discount rate sensitivity*** – The weighted average discount rate of the Investment Portfolio at 31 December 2017 (by portfolio value) was 8.2 per cent.; a variance of plus or minus 0.5 per cent. is applied to the discount rate across all assets.
- ***Energy yield sensitivity*** – The P90 (90 per cent. probability of exceedance over a 10 year period) and P10 (10 per cent. probability of exceedance over a 10 year period) sensitivities reflect the future variability of wind and solar irradiation and the uncertainty associated with the long term data source being representative of the long term mean.
- ***Electricity prices sensitivity*** – The sensitivity assumes a 10 per cent. increase or decrease in electricity price assumptions relative to the base case for each year of the asset life after the first two years.
- ***Inflation*** – The inflation sensitivity applied +/- 0.5 per cent. to the inflation rate assumption in each project.
- ***Euro/Sterling exchange rates*** – As the proportion of the portfolio assets with cash flows denominated in Euros represented less than one per cent. of the portfolio value at 31 December 2017, the Company considers the sensitivity to changes in Euro/Sterling exchange rates to be insignificant.

Analysis of key subcontractors

The Directors believe that the subcontractors that provide facilities management services or O&M Services to the projects comprising the Current Portfolio are well qualified to provide those services and have a strong track record. The Fund's ability to develop and operate Environmental Infrastructure projects could be adversely affected if a subcontractor's work were not of the requisite quality or a subcontractor became insolvent. Within the Current Portfolio the use of subcontractors is spread across a number of subcontractors, as shown below:

Project	*Facilities Management/Operations and Maintenance Contractor(s)*
Amber Solar	Anesco
Branden Solar	Anesco
CSGH Solar	Green Nation Energy Limited
Monksham Solar	Goldbeck Construction Limited, Daytime Power Limited
Panther Solar	Solar O&M Limited
Pylle Southern Solar	Goldbeck Construction Limited, Daytime Power Limited
Bilsthorpe Wind	Senvion SE, Natural Power Services Limited
Burton Wold Extension Wind	GE Energy (UK) Limited, Greensolver[15]
Carscreugh Wind	Gamesa Wind UK Limited
Castle Pill Wind	Emergya Wind Technologies B.V., Windtechs Limited, Greensolver
Dungavel Wind	Vestas Celtic Wind Technology Ltd, Wind Prospect Operations UK Ltd
Ferndale Wind	Enercon GmbH., Windtechs Limited, Greensolver
Hall Farm Wind	Senvion SE, Natural Power Services Limited
Le Placis Vert Wind	Enercon, Energiequelle Gmbh
Llynfi Afan Wind	Gamesa Wind UK Limited
Moel Moelogan Wind	Siemens plc
New Albion Wind	Senvion SE, Greensolver
Plouguernevel Wind	Enercon, Energiequelle Gmbh
Wear Point Wind	Senvion SE, Greensolver
D&G Waste	Renewi UK Services Limited
ELWA Waste	Renewi UK Services Limited
Tay Wastewater	Veolia Water Operational Services (Tay) Ltd
Vulcan Renewables AD	Future Biogas Ltd

Save for Tay Wastewater, Monksham, Pylle and Panther Solar and Le Placis Vert, Plouguernevel Wind and Llynfi Afan Wind, HCP provides management services (such as company administration, legal and accounting services and the provision of operational staff on a secondment basis) to Project Entities in respect of all the projects within the Current Portfolio.

CURRENT PORTFOLIO PROJECTS

SOLAR PROJECTS

Amber Solar

The Amber Solar project comprises two ground-mounted solar parks in the south of England. The parks are located in Five Oaks in West Sussex and Fryingdown in Hampshire. Amber Solar Parks Limited ("**Amber SPV**") is 100 per cent. owned by Amber Solar Parks (Holdings) Limited ("**Amber Holdco**") which is in turn 100 per cent. owned by the Company, through UK Holdco.

The Five Oaks park (which commenced commercial operations in July 2012) has a peak capacity of 4.8MW and the Fryingdown park (which also commenced commercial operations in July 2012) has a peak capacity of 5.0MW, giving a total installed peak capacity of 9.8MW.

15 In November 2015 it was announced that Greensolver was merging with PLY Energy. Under the terms of the merger, it was agreed that PLY Energy would join the Greensolver brand, and references in this Prospectus to Greensolver should be construed accordingly (although, as far as the Company is aware, as at the date of this Prospectus, the formal name change from PLY Energy to Greensolver has not yet taken place).

O&M Services are provided by Anesco Limited under 21 year contracts for both sites which expire in July and October 2037. Amber SPV sells the electricity produced at the sites and associated benefits to SmartestEnergy, Opus Energy and Bristol Energy under short term fixed price PPAs. In addition the project benefits from a FIT for all energy produced at the parks; Npower is the FIT licensee.

Branden Solar

The Branden Solar project comprises three ground mounted solar parks near St Austell in Cornwall with total installed peak capacity of 14.7MW. The projects are held by two intermediate holding companies: KS SPV 4 Limited, which owns the Victoria site, and KS SPV 3 Limited, which owns Luxulyan and Tredinnick, two sites which share a common grid connection. Both intermediate holding companies are 100 per cent. owned by Branden Solar Parks Limited ("**Branden SPV**"), which is in turn 100 per cent. owned by Branden Solar Parks Holdings Limited ("**Branden Holdco**"). The Company, through UK Holdco, owns a 100 per cent. interest in Branden Holdco.

The Luxulyan and Treddinick parks have a peak capacity of 3.0MW and 5.8MW respectively and the Victoria park has a peak capacity of 5.9MW, giving a total installed peak capacity of 14.7MW.

The sites finished construction and started exporting electricity in March 2013, and became fully operational in June 2013. The project has accreditation at two ROCs.

O&M Services for the sites are currently provided by Anesco Limited under two separate long term contracts which expire in October 2037 and January 2038. Branden SPV sells the electricity produced at the sites and associated ROCs to Haven Power under short term fixed price PPAs.

CSGH Solar

The CSGH Solar portfolio comprises four ground mounted solar parks with a total generating capacity of 33.5MW. Higher Tregarne, located in Cornwall, has been operational since March 2014, has a generation capacity of 5MW and is accredited for 1.6 ROCs. The other three solar parks, Crug Mawr, Golden Hill and Shoals Hook, all located in South Wales, have been operational since March 2015, have a total generation capacity of 28.5MW and are accredited for 1.4 ROCs.

CSGH Solar (1) Limited is 100 per cent. owned by UK Holdco.

The portfolio is managed by Green Nation Energy Limited pursuant to a long term management services agreement.

Monksham Solar

The Monksham Solar project comprises a ground-mounted solar park near Frome in Somerset. Frome Solar Limited ("**Monksham SPV**") is 100 per cent. owned by Monksham Power Limited ("**Monksham Holdco**"). The Company, through UK Holdco, owns 100 per cent. of the shares in Monksham Holdco.

The Monksham solar park was commissioned in March 2014 and has a peak capacity of 10.7MW. Monksham SPV has entered into a five year fixed price PPA to March 2019 with Co-operative Energy Limited for the sale of the electricity generated by the solar park.

O&M Services are provided by Goldbeck Construction Limited under a contract expiring one month after the issue of the final acceptance certificate for the engineering, procurement and construction contract relating to the Monksham Solar Project. Management services are provided by Daytime Power Limited.

Panther Solar

Panther Solar comprises a portfolio of fully operational domestic rooftop, commercial rooftop and ground mount solar installations distributed across England, Scotland and Wales. Ten individual SPVs are 100 per cent. owned by JLEAG Solar 1 Limited ("**Panther Holdco**"). The Company, through UK Holdco, owns a 100 per cent. interest in Panther Holdco.

The Panther Solar portfolio comprises 6.5MW of fully operational domestic rooftop, commercial rooftop and ground mount solar installations, with a total of 1,099 systems. The domestic portfolio comprises 1,033 individual systems with a total installed generating capacity of 3.4MW. The commercial portfolio

consists of 66 installations totalling 3.1MW and is split between 52 ground mounted installations at farms located in the south-west of England and Wales, and 14 rooftop installations distributed across schools in England, Wales and Scotland.

All installations are accredited under the UK Feed-in Tariff regime and receive generation tariff payments and, apart from those systems noted below, export tariff payments. The term of FIT payments was changed from 25 years to 20 years on 1 August 2012 for systems installed after this date, of which there are only four systems in the Panther Solar portfolio. Good Energy is the nominated FIT licensee. 43 commercial systems, with a combined capacity of 2.15MW, currently have PPAs in place with Opus Energy. These commercial systems receive the PPA purchase price instead of the export tariff but in addition to the generation tariff paid by Good Energy. The PPAs have a typical initial term of 2 years. After the expiry of the initial term, the PPAs may be renewed for fixed term periods of up to 2 years with a revised price specified by Opus Energy. The system owner has a right to terminate with effect from expiry of an initial or fixed term period.

Asset management and operations for the portfolio are provided by Solar O&M Limited under a 5 year contract expiring on 30 October 2020.

Pylle Southern Solar

The Pylle Southern Solar project comprises a ground-mounted solar park near Shepton Mallet in Somerset. Second Energy Limited ("**Pylle SPV**") is 100 per cent. owned by Pylle Solar Limited which in turn is 100 per cent. owned by Easton PV Limited ("**Pylle Holdco**"). The Company, through UK Holdco, owns a 100 per cent. interest in Pylle Holdco.

The Pylle Southern park was commissioned in December 2015 and has a peak capacity of 5MW. The project benefits from a FIT generation and export tariff for all electricity produced at the park. Npower is the FIT licensee.

O&M Services are provided by Goldbeck Solar limited under a 2 year contract to 24 February 2018. Management services are provided by Daytime Power Limited.

WIND PROJECTS

Bilsthorpe Wind

The Bilsthorpe wind farm is owned by a special purpose vehicle, Bilsthorpe Wind Farm Limited ("**Bilsthorpe SPV**"). Bilsthorpe SPV is owned 100 per cent. by JLEAG Wind Limited ("**JLEAG Wind**"). The Company, through UK Holdco and JLEAG Wind Holdings Limited ("**JLEAG Wind Holdco**"), owns a 100 per cent. interest in JLEAG Wind.

The Bilsthorpe wind farm, located in Nottinghamshire, consists of five No MM82 Senvion Turbines with a total capacity of 10.2MW. The project also comprises roads and civil infrastructure, a high voltage system and a substation with an interconnection to the local electricity distribution network. First generation was achieved in March 2013 with completion and takeover in July 2013. Bilsthorpe SPV sells the electrical output from the wind farm to Statkraft Markets GmbH under a long term PPA expiring in March 2028. The project has accreditation at one ROC.

A 15 year O&M Services agreement is in place with Senvion SE ("**Senvion**") which expires on 19 July 2028. The asset management service is provided by Natural Power Services Limited ("**Natural Power**") under a CSA on a 12 month rolling contract.

Burton Wold Extension Wind

The Burton Wold Extension wind farm is owned by a special purpose vehicle, Burton Wold Extension Limited ("**Burton Wold Extension SPV**"). Burton Wold Extension SPV is owned 100 per cent. by BL Wind Limited which in turn is owned 100 per cent. by JLEAG Wind. The Company, through UK Holdco and JLEAG Wind Holdco, owns a 100 per cent. interest in JLEAG Wind.

The Burton Wold Extension wind farm, located near Burton Latimer in Northamptonshire, consists of nine General Electric 1.6MW-100 turbines with a total capacity of 14.4MW. The project also comprises associated infrastructure including a substation building and access tracks. Takeover of the wind farm occurred in September 2014. Burton Wold Extension SPV sells the electrical output from the wind farm

to Statkraft Markets GmbH ("**Statkraft**") under a long term PPA expiring in September 2029. The project has accreditation at 0.9 ROCs.

A 15 year O&M Services agreement is in place with GE Energy (UK) Limited ("**GE Energy**") which expires in September 2029. The asset management service is provided by Greensolver (formerly PLY Energy Ltd) ("**Greensolver**").

Carscreugh Wind

The Carscreugh wind farm is owned by a special purpose vehicle, Carscreugh Renewable Energy Park Limited ("**Carscreugh SPV**"). Carscreugh SPV is owned 100 per cent. by JLEAG Wind. The Company, through UK Holdco and JLEAG Wind Holdco, owns a 100 per cent. interest in JLEAG Wind.

The Carscreugh wind farm, located in Dumfries & Galloway, Scotland, consists of 18 Gamesa G52 Turbines with a total capacity of 15.3MW. The project also comprises associated infrastructure including a substation building and access tracks. Takeover of the windfarm occurred in June 2014. Carscreugh SPV sells the electrical output from the wind farm to Statkraft under a long term PPA expiring in June 2029. The project has accreditation at 0.9 ROCs.

A 10 year O&M Services agreement is in place with Gamesa Wind UK Limited ("**Gamesa**") which expires in March 2024. Asset management services are provided by REG Windpower under a CSA with a minimum term of three years until June 2022.

Castle Pill Wind

The Castle Pill wind farm is located in Castle Pill which is close to Milford Haven in South Wales. The wind farm is owned by Wind Assets LLP ("**Castle Pill & Ferndale SPV**"), which is currently 100 per cent. owned by two SPVs, Ferndale Wind Limited and Castle Pill Wind Limited (together "**Castle Pill & Ferndale Holdcos**"), which are in turn 100 per cent. owned by the Company, through UK Holdco, JLEAG Wind Holdco and JLEAG Wind.

Castle Pill (commissioned in October 2009) has a peak capacity of 3.2MW from four turbines (one Nordtank and three EWT). The project has accreditation at one ROC.

Asset management and operation services for the site are provided by Greensolver. Castle Pill & Ferndale SPV sells its output to Statkraft under a PPA expiring in July 2026.

Dungavel Wind

The Dungavel wind farm is owned by a special purpose vehicle, Dreachmhor Wind Farm Limited ("**Dungavel SPV**"). Dungavel SPV is owned 100 per cent. by JLEAG Wind. The Company, through UK Holdco and JLEAG Wind Holdco, owns a 100 per cent. interest in JLEAG Wind.

The Dungavel wind farm, located in South Lanarkshire, South West Scotland, consists of 13 2MW V80 Vesta turbines with a total capacity of 26MW. The project also comprises associated infrastructure including a substation building and access tracks. Takeover of the windfarm occurred in October 2015. Dungavel SPV sells the electrical output from the wind farm to Statkraft under a long term PPA expiring in October 2030. The project has accreditation at 0.9 ROCs.

A 15 year O&M Services agreement is in place with Vestas Celtic Wind Technology Ltd ("**Vesta**") which expires in October 2030. Asset management services are provided by Wind Prospect Operations UK Ltd ("**Wind Prospect**") under a CSA with a minimum term of three years until November 2018.

Ferndale Wind

The Ferndale wind farm is located in Ferndale in the Rhonda Valley in South Wales. The wind farm is owned by Wind Assets LLP ("**Castle Pill & Ferndale SPV**"), which is currently 100 per cent. owned by two SPVs, Ferndale Wind Limited and Castle Pill Wind Limited (together "**Castle Pill & Ferndale Holdcos**"), which are in turn 100 per cent. owned by the Company, through UK Holdco, JLEAG Wind Holdco and JLEAG Wind.

Ferndale (commissioned in September 2011) has a peak capacity of 6.4MW from eight Enercon turbines. The project has accreditation at one ROC.

Asset management and operations for the site are provided by Greensolver, and O&M Services are provided by Enercon under a 15 year maintenance agreement. Castle Pill & Ferndale SPV sells its output to Statkraft under a PPA expiring in July 2026.

Hall Farm Wind

The Hall Farm Wind project is owned by a special purpose vehicle, Hall Farm Wind Farm Limited ("**Hall Farm SPV**"). Hall Farm SPV is owned 100 per cent. by JLEAG Wind. The Company, through UK Holdco and JLEAG Wind Holdco, owns a 100 per cent. interest in JLEAG Wind.

The Hall Farm wind farm, located in Routh, East Yorkshire, consists of 12 No MM82 Senvion Turbines with a total capacity of 24.6MW. The project also comprises roads and civil infrastructure, a high voltage system and a substation with an interconnection to the local electricity distribution network. The project has been fully operational since April 2013. Hall Farm SPV sells the electrical output from the wind farm to Statkraft under a long term PPA expiring in May 2028.

A 10 year O&M Services agreement is in place with Senvion which expires in April 2023. The asset management service is provided by REG Power Management under a CSA expiring on 30 June 2022.

Le Placis Vert Wind

The Le Placis Vert Wind project is owned by a special purpose vehicle incorporated in France, Parc Eolean Le Placis Vert SAS ("**Le Placis SPV**"). Le Placis SPV is owned 100 per cent. by a limited liability partnership incorporated in Germany, France Wind Germany GmbH and Co. KG ("**French Wind LP**"). The Company, through UK Holdco as the sole limited partner in French Wind LP and the sole shareholder in the general partner of French Wind LP, owns a 100 per cent. interest in French Wind LP.

The Le Placis Vert wind farm, located in the municipality of Saint-Gouéno in Brittany in northwest France, consists of five Enercon E-53 turbines with a total capacity of 4MW. The project benefits from a 15-year Feed-in-Tariff regime at a fixed rate adjusted annually for inflation expiring in January 2031. The project has been fully operational since January 2016.

A 15 year O&M Services agreement is in place with Enercon Gmbh ("**Enercon**") which expires in April 2031. Asset management services are provided by Energiequelle GmbH ("**Energiequelle**") under a 15 year technical services agreement effective from May 2016.

Llynfi Afan Wind

The Llynfi project comprises a 24 MW wind farm at Gelli Farm, Mynydd y Gelli, Cymmer, Neath Port Talbot in South Wales. The project company, Llynfi Afan Renewable Energy Park Limited ("**Llynfi SPV**"), was acquired by John Laing Investments Limited in 2016 through a holding vehicle, Llynfi Afan Renewable Energy Park (Holdings) Limited ("**Llynfi Holdco**"), which owns the entire issued share capital of Llynfi SPV. UK Holdco acquired the entire issued share capital of Llynfi Holdco in December 2017.

The project comprises 12 wind turbines, a remote control system and ancillary equipment purchased from Gamesa Eolica, S.L. and was financed by external financing from Santander UK PLC. The project was accredited under the RO regime in March 2017.

The operation and maintenance of the wind turbines is governed by 15 year maintenance and services agreement entered into between Llynfi SPV and Gamesa Wind UK Limited in May 2016. Asset management services are provided by Greensolver. The purchase of the electrical output from the wind farm and the associated benefits is documented in a power purchase agreement entered into in December 2016 between ENGIE Power Limited and Llynfi SPV, with a 15 year term from 1 April 2017.

Moel Moelogan Wind

The Moel Moelogan project comprises two wind farms (Moel Moelogan Wind 1 and Moel Moelogan Wind 2) both located at Moelogan Farm in North Wales and acquired by the Company in two separate transactions during 2017. In total, the Moel Moelogan project comprises nine Siemens SWT-1.3-62 turbines two and Bonus-1.3 turbines, with a total generating capacity of 14.3MW. The project also

comprises associated infrastructure including a substation building and tracks from the access road to the turbines.

The project is owned through two holding companies, CGT Investments Limited (Moel Moelogan 1) and Moelogan 2 (Holdings) Cyfyngedig (Moel Moelogan 2), each 100 per cent. owned by UK Holdco. Electrical output from the Moel Moelogan 2 wind farm is sold to ENGIE Power Limited under a PPA expiring in October 2023. Electrical output from the Moel Moelogan 1 wind farm is sold to Opus Energy Renewables Limited with a contract term expiring on 30 September 2018.

The Moel Moelogan 2 wind farm (comprising nine turbines) is accredited for one ROC and has been operational since 2008. The Moel Moelogan 1 wind farm (comprising two turbines) is accredited under the Non Fossil Fuel Obligation scheme and has been operational since 2003.

O&M Services for the sites are currently provided by Siemens plc pursuant to a 10 year services agreement expiring in August 2019 for Moel Moelogan 1 and March 2024 for Moel Moelogan 2. Asset management services are provided by Moelogan 2 (O&M) Cyfyngedig the previous owner of the site, under a CSA expiring in May 2027.

New Albion Wind

The New Albion wind farm is owned by a special purpose vehicle, New Albion Wind Farm Limited ("**New Albion SPV**"). New Albion SPV is owned 100 per cent. by JLEAG Wind. The Company, through UK Holdco and JLEAG Wind Holdco, owns a 100 per cent. interest in JLEAG Wind.

The New Albion wind farm, located near Kettering, Northamptonshire, consists of seven MM92 Senvion turbines with a total capacity of 14.4MW. The project also comprises associated infrastructure including a substation building and access tracks. Takeover of the windfarm occurred in January 2016. New Albion SPV sells the electrical output from the wind farm to Statkraft under a long term PPA expiring in January 2031. The project has accreditation at 0.9 ROCs.

A 15 year O&M Services agreement is in place with Senvion which expires in January 2031. The asset management service is provided by Greensolver ("**Greensolver**") under a CSA with a minimum term of three years until January 2019.

Plouguernevel Wind

The Plouguernevel Wind project is owned by a special purpose vehicle incorporated in France, Energie Eolienne de Plouguernével SAS ("**Plouguernevel SPV**"). Plouguernevel SPV is owned 100 per cent. by a limited liability partnership incorporated in Germany, France Wind Germany GmbH & Co. KG ("**French Wind LP**"). The Company, through UK Holdco as the sole limited partner in French Wind LP and the sole shareholder in the general partner of French Wind LP, owns a 100 per cent. interest in French Wind LP.

The Plouguernevel wind farm, located in the municipality of Plouguernevel in Brittany in northwest France, consists of five Enercon E-53 turbines with a total capacity of 4MW. The project benefits from a 15-year Feed-in-Tariff regime at a fixed rate adjusted annually for inflation expiring in May 2031. The project has been fully operational since May 2016.

A 15 year O&M Services agreement is in place with Enercon which expires in July 2031. The asset management service is provided by Energiequelle under a 20 year technical services agreement effective from September 2016.

Wear Point Wind

The Wear Point wind farm is owned by a special purpose vehicle, Wear Point Wind Limited ("**Wear Point SPV**"). Wear Point SPV is owned 100 per cent. by JLEAG Wind. The Company, through UK Holdco and JLEAG Wind Holdco, owns a 100 per cent. interest in JLEAG Wind.

The Wear Point wind farm, located in Pembrokeshire, South Wales, consists of four No MM82 Senvion Turbines with a total capacity of 8.2MW. The project also comprises associated infrastructure including a substation building and tracks from the access road to the turbines. Takeover of the windfarm occurred in June 2014. Wear Point SPV sells the electrical output from the wind farm to Statkraft under a long term PPA expiring in June 2029.

A 15 year O&M Services agreement is in place with Senvion which expires in June 2029. The asset management service is provided by Greensolver under a CSA with a minimum term of three years until June 2019.

UK Holdco, through JLEAG Wind Holdco and its 100 per cent. subsidiary JLEAG Wind, owns a 100 per cent. interest in Wear Point Wind in the Current Portfolio.

ENVIRONMENTAL PROCESSING PROJECTS

D&G Waste

The D&G Waste project is based in Dumfries and Galloway, Scotland. Shanks Dumfries and Galloway Limited ("**D&G SPV**") has contracted with Dumfries and Galloway Council (the "**Council**") for the processing of municipal waste under a PFI concession agreement which runs until 2029.

The equity and shareholder loans in D&G SPV are owned 100 per cent. by Shanks Dumfries and Galloway Holdings Limited ("**D&G Holdco**"), with ownership of D&G Holdco being as follows: the Company (through UK Holdco) owns 80 per cent. of the equity and 100 per cent. of the shareholder loans and Renewi PFI Investments Limited ("**Renewi**") owns 20 per cent. of the equity[16].

Financial close of the D&G Waste project was achieved in November 2004 and the sites became operational in December 2007.

Waste processing by D&G SPV is centred on the first Mechanical Biological Treatment ("**MBT**") plant in Scotland, together with a number of other associated facilities including a transfer station and composting plant.

The MBT plant was constructed by A2A (formerly Sistema EcoDeco UK Limited), a subcontractor to Renewi, and has been operating since December 2007. The MBT plant produces SRF and other recyclates. The new transfer station was operational from November 2006, and the composting plant has been operational since February 2008. Whilst revenue is linked to tonnages processed against banded prices per tonne this is underpinned by a guaranteed minimum tonnage under the Project Agreement.

D&G SPV has subcontracted all O&M Services, including lifecycle replacement, to Renewi UK Services Limited ("**Renewi UK**"). Managed services are provided by Renewi UK, other than finance and accounting services, which have been subcontracted to HCP.

The Investment Adviser has been engaged in discussions with Renewi UK, and the Council for some time regarding possible changes to the scope of services under the project documents relating to the D&G Waste project resulting from the impact of Zero Waste Scotland legislation announced in 2012, which represents a "change in law" for contractual purposes. The possible changes to the scope of services are not affecting the day-to-day operations of the project, but will be required to be addressed before certain requirements of the legislation come into force. These include reductions in waste going to landfill from 2021. The cost implications for these changes are not agreed, and it is likely that a dispute procedure will be required to resolve the matters in question. Given the uncertainty faced by the project, the Directors have reduced the valuation of the D&G Waste project so that it represents less than 0.5 per cent. of the value of the Current Portfolio as reflected in the Company's (unaudited) NAV as at 31 December 2017.

ELWA Waste

The ELWA Waste project is based in East London. The special purpose vehicle holding the ELWA Waste project, ELWA Limited ("**ELWA SPV**") has contracted with the East London Waste Authority (the "**Authority**") which is the statutory waste disposal authority responsible for the disposal of the waste from the four London Boroughs of Redbridge, Barking and Dagenham, Havering and Newham (the "**Boroughs**"), for the processing of municipal waste under a PFI concession agreement which runs until 2027.

16 Prior to 9 October 2017, Renewi PFI Investments Limited was named Shanks PFI Limited and Renewi UK Services Limited was names Shanks Waste Management Limited. Each company changed its name following a rebranding of the Shanks group of companies as "Renewi" following completion of a merger with Van Gansewinkel Groep B.V.

The equity and shareholder loans in ELWA SPV are owned 100 per cent. by ELWA Holdings Limited ("**ELWA Holdco**"), with ownership of ELWA Holdco being as follows: the Company (through UK Holdco) owns 80 per cent. of the equity and 100 per cent. of the shareholder loans and Renewi 20 per cent. of the equity.

Financial close of the project was achieved in December 2002 and the sites became operational in 2006 and 2007.

Waste processing is performed through a combination of facilities constructed and developed as part of the project, the largest of which are two MBT facilities, and also through existing sites. The MBT facilities, which were constructed by A2A (formerly Sistema EcoDeco Spa), a subcontractor to Renewi, and have been operating since 2006 and 2007 respectively, treat approximately 360,000 tonnes of residual waste per annum and produce Solid Recoverable Fuel ("**SRF**") and other recyclates.

The ELWA Waste project also involves the operation of four refurbished Re-use and Recycling Centre ("**RRC**") sites and two Materials Recycling Facilities ("**MRF**"), one for RRC reject material and the other for separated recyclates from household waste. In total, ELWA SPV's facilities are capable of processing 700,000 tonnes of waste per annum.

ELWA SPV subcontracts all O&M Services, including lifecycle replacement, to Renewi UK. Managed services are provided by Renewi UK, other than finance and accounting services, which have been subcontracted to HCP.

Tay Wastewater

The Tay Wastewater project services a 700-hectare area between Dundee and Arbroath at the mouth of the Tay estuary in East Scotland. Catchment Tay Limited ("**Tay SPV**") has contracted with Scottish Water for the design, build, financing and operation of the Tay wastewater system under a PFI concession agreement which runs until 2029.

The Company (through UK Holdco and its wholly-owned subsidiary HWT Limited) owns 33.3 per cent. of Catchment Tay Holdings Limited ("**Tay Holdco**"), which in turn owns 100 per cent. of the equity and shareholders loans in Tay SPV.

The Tay Wastewater project reached financial close in 1999 and full operations commenced in November 2001. Its physical assets comprise 35km of pipeline, seven pumping stations and a wastewater treatment plant at Hatton. Construction works were undertaken by a joint venture of Bechtel Limited and Morrison Construction Limited and full operations commenced in November 2001.

The project receives an index-linked tariff from Scottish Water based on the volume of wastewater treated and the quality of sludge and effluent produced by the treatment process. Since January 2009, a revised banded tariff structure has been applied which ensures that the majority of Tay SPV's revenues are earned at relatively low volume levels, thus reducing the impact to project revenues from variability in wastewater flow volumes.

Daily O&M Services for the plant are undertaken by Veolia Water Operational Services (Tay) Limited. Sludge disposal is carried out by James McCaig Farms.

Icknield Farm AD

The Icknield Farm project comprises an anaerobic digestion plant located in Ipsden, South Oxfordshire. The plant was commissioned in December 2014 and predominantly produces biomethane exported to the national gas grid. The plant has a capacity of approximately 5MWth and it also has a 0.4MWe CHP engine which produces electricity to meet the parasitic load of the facility, with any residual electricity exported to the grid. The project is accredited both under the RHI and FIT. Green Gas Certificates are earned for bio-methane which is injected into the grid. The project has in place feedstock supply and digestate disposal agreements with the existing shareholders.

Green Gas Oxon Limited ("GGO") is 40 per cent. owned by UK Holdco. GGO is the project holding company that wholly owns the subsidiary operating company Icknield Gas Limited (together, the "**Icknield Farm SPVs**") UK Holdco also maintains a senior secured credit facility in the project.

Vulcan Renewables AD

The Vulcan Renewables project comprises an anaerobic digestion plant located in Hatfield Woodhouse near Doncaster. The plant was commissioned in October 2013 and predominantly produces and upgrades biogas to be injected into the gas grid. The plant has a capacity of 5MWth and it also has a 0.5MWe CHP engine which produces electricity and heat to meet the load of the facility, with residual electricity exported to the grid. The project is accredited both under the RHI (in respect of biogas exported to the gas grid) and FIT (in respect of all electricity produced by the CHP engine. Green Gas Certificates are earned for bio-methane which is injected into the grid.

Vulcan is designed to process 40,000t/year of agricultural feedstock, comprised of mainly maize and supplemented with rye and grass during respective harvesting seasons, along with the occasional utilisation of beet.

Vulcan Renewables Limited ("**Vulcan SPV**") is 100 per cent. owned by UK Holdco.

The facility is operated and maintained by Future Biogas Limited pursuant to a long term management operational and services agreement. Future Biogas Limited also provides management services to Vulcan SPV under the terms of that agreement. Feedstock is provided to Vulcan SPV by Lapwing Farming Limited pursuant to the terms of an agreement for the supply of feedstock.

Unaudited information

The information on the Current Portfolio contained in this Part 3 is unaudited.

PART 4

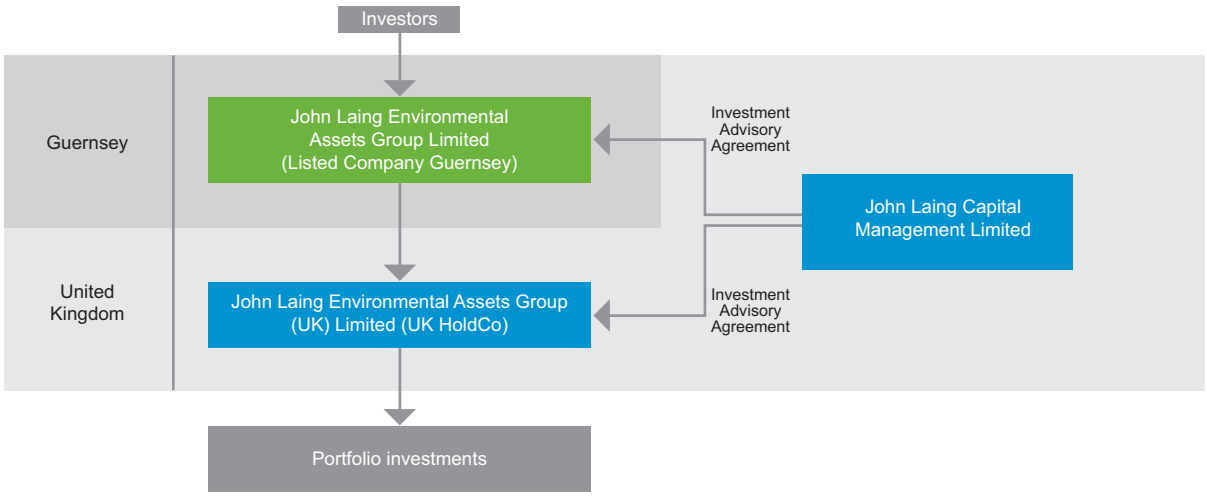
MANAGEMENT AND TRACK RECORD, ADMINISTRATION

THE COMPANY

The Directors are responsible for managing the business affairs of the Company in accordance with the Articles and the Investment Policy and have overall responsibility for the Company's activities, including its risk and portfolio management activities. The Directors are responsible for reviewing the performance of the Company's portfolio and for identifying and monitoring the risks relevant to the investment activities of the Company.

The Directors may delegate certain functions to other parties such as the Investment Adviser, the Administrator and the Registrar. In particular, the Directors have delegated responsibility for day-to-day management of the projects comprising the Company's portfolio to the Investment Adviser, but investment decisions are taken by the Board, having regard to advice from the Investment Adviser. The Investment Adviser reports to the Board of Directors of the Company, which retains overall risk and portfolio management responsibility for the Company. The Directors also have responsibility for exercising overall control and supervision of the Investment Adviser.

The structure of the Fund is shown below[17].



DIRECTORS AND COMMITTEES OF THE BOARD

The Directors, all of whom are independent of the John Laing Group and are non-executive, are listed below. Further details of the Directors' current and previous directorships are set out in Part 9 of this Prospectus.

Richard Morse (Chairman)

Richard Morse, a resident of the United Kingdom, has more than 30 years' experience in energy and infrastructure, including environmental energy. He is a partner at Opus Corporate Finance where he leads the environmental energy practice and his boardroom experience also includes roles with Bazalgette Tunnel Limited and Woodard Corporation. Richard has previously been Deputy Director General of Ofgem and a senior adviser to DECC (now BEIS).

Richard trained as an investment banker, becoming Deputy Head of Corporate Finance and head of the utilities and energy team at Dresdner Kleinwort Wasserstein, before taking up senior roles in the energy and utilities practices at Goldman Sachs and Greenhill International, and a Senior Adviser role at Matrix Corporate Capital.

17 The above diagram is a representative diagram showing the principal investment advisory relationships. It is not intended to (and does not) show all of the material contractual and other relationships in respect of the Fund, which are described in Part 9 of this Prospectus.

Christopher Legge

Christopher Legge, a resident of Guernsey, worked for Ernst & Young in Guernsey from 1983 to 2003 and was head of Audit and Accountancy from 1990 to 1998 where he was responsible for the audits of a number of banking, insurance, investment fund, property fund and other financial services clients. He was appointed managing partner in 1998.

Since his retirement from Ernst & Young in 2003, Chris has held a number of non-executive directorships in the financial services sector including TwentyFour Select Monthly Income Fund Limited, Sherborne Investors (Guernsey) B Limited, Sherborne Investors (Guernsey) C Limited, Third Point Offshore Investors Limited and Ashmore Global Opportunities Limited, all of which are UK listed and where he also chairs the Audit Committee. He is a Fellow of the Institute of Chartered Accountants in England and Wales.

Denise Mileham

Denise Mileham, a resident of Guernsey, has acted in non-executive director roles for the past nine years and sat on a number of boards including Resolution Limited whilst it was a FTSE 100 listed company and owner of the Friends Life Group. She was previously an Executive Director of Kleinwort Benson (Channel Islands) Fund Services, where she acted as Head of Fund Administration and Deputy Head of Fund Services (which included custody). She also worked at Close Fund Services, where she was Director of New Business, running a team responsible for marketing, sales and implementation.

In her earlier career, Denise worked in the funds department of Barclaytrust before moving to Credit Suisse, where she undertook a number of roles, including Compliance Officer in the fund administration department. She is a Chartered Fellow of the Securities and Investment Institute and is also a member of the Institute of Directors, the Guernsey NED Forum and the Guernsey Investment Fund Association and has sat on their Technical Committee.

Peter Neville

Peter Neville, a resident of Guernsey, has more than 36 years' experience in the financial services and financial services regulatory sectors in the UK and overseas being Director General of the Guernsey Financial Services Commission from 2001 until 2009. He currently holds a number of non-executive directorships including as a member of the Boards and Chairman of the Audit and Risk Committee of the Channel Islands Competition and Regulatory Authorities ("**CICRA**").

Peter's boardroom experience has included the Chairmanship of Kleinwort Benson (Channel Islands) Limited, the Guernsey based bank, and acting as a non-executive director of Mytrah Energy Limited. He has worked in merchant banking and corporate finance in the UK and the Far East undertaking IPOs, corporate restructurings, mergers and acquisitions and project finance, mainly while working for various bodies within the HSBC group. He was involved in establishing the Investment Management Regulatory Organisation in the UK, and as the first Director of Investment Services at Malta's financial services regulator, he established the Maltese regulatory regime for funds and investment management firms.

Peter is a Fellow of the Institute of Chartered Accountants in England and Wales.

Richard Ramsay

Richard Ramsay, a resident of the United Kingdom, is a chartered accountant with considerable experience of the energy sector and the closed end fund industry. He is currently chairman of Seneca Global Income & Growth Trust plc, an investment trust. He is also chairman of Northcourt Limited, Wolsey Group Limited and a director of Castle Trust Capital plc and URICA Limited all unlisted companies in the financial services sector. He is also an adviser to the Persimmon plc pension fund.

His energy sector experience includes: leading the Barclays de Zoete Wedd team that privatised the Scottish electricity industry; a period at Ofgem as Managing Director Finance and Regulation; and working as director of the Shareholder Executive, principally involved with government businesses in the nuclear sector. He currently chairs Northcourt, a managing agency focused on the global nuclear insurance market. At Ivory & Sime, Barclays de Zoete Wedd and latterly at Intelli Corporate Finance he has worked as a corporate adviser in the closed end funds sector, completing over £2.5 billion of

transactions. He has been a director of two investment trusts and one venture capital trust and is currently chairman of Seneca Global Income & Growth Trust plc, an investment trust.

Audit Committee

The Board delegates certain responsibilities and functions to the audit committee, which consists of Christopher Legge, Richard Ramsay and Peter Neville, and has written terms of reference, which are summarised below.

The audit committee, chaired by Christopher Legge, has the remit to meet at least three (3) times per year and to consider, inter alia: (i) annual and interim accounts, (ii) auditor reports and (iii) terms of appointment and remuneration for the Auditors (including overseeing the independence of the Auditors particularly as it relates to the provision of non-audit services). The audit committee is also responsible for assessing the effectiveness of the external audit process and for documenting the significant issues that the audit committee has considered, and how those issues were addressed. The members of the audit committee consider that they collectively have the requisite skills and experience to fulfil the responsibilities of the audit committee.

Risk Committee

The Company has established a risk committee which comprises Peter Neville, Christopher Legge and Denise Mileham. Chaired by Peter Neville, the risk committee's main function is to identify, measure, manage and monitor appropriately and regularly all risks relevant to the Company's investment strategy and to which the Company is or may be exposed. It is the responsibility of the risk committee to ensure that the risk profile of the Fund corresponds to the size, portfolio structure and investment strategies and objectives of the Fund. The risk committee meets at least four (4) times per year. The members of the risk committee consider that they collectively have the requisite skills and experience to fulfil the responsibilities of the risk committee.

Investment Committee

The Board as a whole performs the functions typically undertaken by an investment committee. The Board has established the terms of the Investment Policy of the Company and will consider and decide on any changes to the Investment Policy (subject to obtaining the relevant Shareholder approvals), including geographical and sectorial spread of investments, risk profile, investment restrictions and the approach to project selection. The Board also makes discretionary management decisions in respect of the Investment Portfolio (with reference as necessary to advice provided by the Investment Adviser), but may appoint sub-committees to meet on an ad hoc basis to consider potential acquisitions and disposals of particular investments.

Nomination Committee

The Company has established a nomination committee which comprises Denise Mileham, Richard Morse and Peter Neville. Chaired by Denise Mileham, 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 twice per year.

Other Committees

The Board fulfils the responsibilities typically undertaken by a remuneration committee.

The Board as a whole also fulfils the functions of an investment advisory engagement committee. The Board will review and make recommendations on any proposed amendment to the Investment Advisory Agreement and keeps under review the performance of the Investment Adviser and manages the risks of the delegation of certain activities to the Investment Adviser. The Board also performs a review of the performance of other key service providers to the Fund and meets to conduct these reviews at least once a year.

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. Further details in relation to the Company's corporate governance arrangements are set out in Part 9 of this Prospectus.

AIFM Directive

The Company is categorised as an internally managed non-EEA AIF for the purposes of the AIFM Directive and as such neither it nor the Investment Adviser is currently required to seek authorisation under the AIFM Directive. The Board retains responsibility for the majority of the Company's risk management and portfolio management, and performs a number of its management functions through the various committees described above.

The Board delegates certain activities to the Investment Adviser, but actively and continuously supervises the Investment Adviser in the performance of its functions and reserves the right to take decisions in relation to the investment policies and strategies of the Company. The Board retains the right to override any advice given by the Investment Adviser if acting on that advice would cause the Company not to be acting in the best interests of investors, and more generally to provide overriding instructions to the Investment Adviser on any matter within the scope of the Investment Adviser's mandate. The Board also has the right to request additional information or updates from the Investment Adviser in respect of all delegated matters, including in relation to the identity of any sub-delegates and their sphere of operation.

THE INVESTMENT ADVISER

Introduction

John Laing Capital Management Limited, a wholly-owned subsidiary of John Laing, acts as the Investment Adviser to the Company. JLCM was incorporated in England and Wales on 19 May 2004 under the Companies Act 1985 (registered number 5132286) and has been authorised and regulated in the UK by the FCA (previously the Financial Services Authority) since December 2004.

As the Company is categorised as an internally managed non-EEA AIF for the purposes of the AIFM Directive, the Investment Adviser has not sought authorisation under the AIFM Directive, and so does not have the regulatory permissions to act as the Company's (or any other AIF's) AIFM.

The management team

The team dedicated to advising the Company and the Directors on the management of the Fund has over 50 years' combined experience in infrastructure and renewable projects.

Chris Tanner

Investment Adviser

Chris Tanner is the co-lead Investment Adviser. He has over 18 years' experience in infrastructure including PPPs, economic infrastructure and renewables. He has been active as an investor through every stage of the project cycle, including origination, buying and selling on the secondary market.

Chris joined the Investment Adviser in January 2014. Prior to this, Chris was a Principal in Henderson's private equity infrastructure team, often working closely with John Laing on a range of special projects, including the buying of investments, corporate refinancing and valuations.

For the 18 months prior to joining JLCM he was on secondment to John Laing, focused on renewable energy business as Corporate Finance Director.

Prior to joining Henderson in 2007, Chris worked at PricewaterhouseCoopers for 11 years including seven years in the infrastructure concessions team, where he focused on project finance advisory for both public and private sector clients, covering a wide range of projects with a strong focus on the waste sector.

Chris is a Member of the Institute of Chartered Accountants in England and Wales and has an MA in Politics, Philosophy and Economics from Oxford University.

Chris Holmes

Investment Adviser

Chris Holmes is the co-lead Investment Adviser. He has over 20 years' experience in infrastructure, including PPPs, economic infrastructure and renewables. Chris joined the Investment Adviser in January 2018. Prior to this, Chris was a Managing Director and Head of Waste & Bioenergy team at

Green investment Group (formerly the UK Green Investment Bank plc) for four years. During his time at Green Investment Group, Chris was responsible for over £0.5 billion of investment across 18 assets in the waste and biomass sectors.

Before taking up his position at the Green Investment Bank plc, Chris was Head of Capital Markets in the Infrastructure and Renewables team at NIBC, also with responsibility for UK debt origination and advisory within these sectors. Chris was with NIBC for over 12 years working on (amongst others) a number of waste and bioenergy transactions.

Prior to NIBC, Chris worked at Grant Thornton in their Project Finance team and at a boutique advisory firm, where he specialised in financial advisory mainly to public sector authorities on a wide range of infrastructure PFI/PPP projects.

Chris has a BA in Business Economics from the University of Durham.

Jane Tang

Investment Director

Jane is a Chartered Financial Analyst® with over 15 years' experience in corporate finance, including working on numerous PFI and infrastructure deals.

Before joining JLCM, Jane was part of the primary investment team of John Laing where she worked as finance lead on John Laing's bids for and acquisitions of a variety of infrastructure and renewable projects.

Prior to joining John Laing in 2007, she was an Assistant Director at PricewaterhouseCoopers in London and, prior to that, in Singapore, extending financial advisory services to private and public sector clients on PPP and infrastructure projects.

Jane is a member of the CFA Institute and has a BA in Business Administration from the National University of Singapore.

Muxin Ma

Senior Investment Manager

Muxin is a Chartered Financial Analyst® with over 10 years' experience in infrastructure investment, with a focus on concession-based PPP and PFI projects and renewable energy generation projects.

Prior to joining John Laing in July 2015, Muxin was a Principal in the private equity team of Henderson Global Investors.

Before this, Muxin worked on London Underground's £30 billion Tube PPP programme at Transport for London and was previously in the Transaction Services team at Deloitte.

Muxin has an MSc in Investment Management from Cass Business School in the UK, an ESCP degree in Finance and a BA from Peking University in China.

Ben Field

Investment Manager

Ben is a Chartered Financial Analyst® with over 13 years' experience in investing. Ben has wide experience of renewable and environmental investing and finance.

Prior to joining John Laing in 2017, Ben was an Associate Director at Velocita Energy Developments. Previously Ben worked for Tamar Energy and Falck Renewables. Ben also has experience within fund management at Schroders and Commerzbank, corporate recovery with Moorfields CR and was also an Associate Consultant to BDO's model audit team.

Ben has a BSc in Mathematics from the University of Durham.

Joe Linney

Head of Portfolio

Joe Linney is responsible for the Asset Management of the Company's portfolio. He has over 20 years' experience in Infrastructure including PFI, PPP, and Renewables. His main experience has been in construction and operational delivery, he also has experience in origination, and has been involved in buying and selling on the secondary market.

Joe joined John Laing in August 2004. At John Laing he has been involved in a wide range of PPP projects both in construction and operational. His involvement in renewable energy assets began in 2014. Prior to joining John Laing he had first-hand experience in construction and operational delivery of a large Schools rationalisation project in Glasgow, and prior to that played a large part in the establishment of the BAM PPP division.

Joe is a Chartered Quantity Surveyor.

Gaby Amiel

Head of Wind

Gaby is responsible for operations strategy for the wind projects in the Company's portfolio.

He has over 11 years' experience in providing commercial and technical advice to renewable energy projects.

Prior to joining John Laing, Gaby worked at Wind Prospect Operations as part of a team managing a portfolio of 1.9GW of wind and solar generation assets and served as a Director of Port of Liverpool Wind Farm.

Gaby has a BSc in Chemistry and Law from Bristol University and is a Solicitor of the High Court of England and Wales.

Joe Miletic

Head of Solar

Joe is responsible for operations strategy for the solar projects in the JLEN portfolio.

He has over 6 years' experience in providing commercial and technical advice to renewable energy projects.

Prior to joining John Laing, Joe was Head of Engineering at Armstrong Energy where he was responsible for the operational performance and technical asset management of 200MW of solar assets. He previously worked for Sonnedix as an asset manager and was responsible for reporting and performance analytics for an international portfolio of solar plants.

Joe has an Advanced Masters in Renewable Energy from MINES Paristech.

Other directors of the Investment Adviser

In addition to Chris Tanner, the board of directors of the Investment Adviser comprises David Hardy, Gianluca Mazzoni, Philip Naylor and Frank Dufficy who is the non-executive chairman of the Investment Adviser. David Hardy and Gianluca Mazzoni are the directors with responsibility for the Investment Adviser's activities as investment adviser to John Laing Infrastructure Fund Limited and as such do not participate in the Investment Adviser's day-to-day activities in relation to the Fund. The Investment Adviser has adopted procedures designed to manage any potential conflict of interest that may arise in relation to an acquisition opportunity which is suitable for both the Fund and any other client of the Investment Adviser. Such procedures include the establishment of information barriers to ensure confidentiality and integrity of commercially sensitive information and the non-executive chairman of the Investment Adviser shall make the final determination on any conflicts issues and shall endeavour to ensure that any conflicts are resolved fairly and equitably.

Non-executive directors

The Investment Adviser is supported at Project level by two non-executive Directors.

Simon Vince

Simon Vince joined as non-executive Director for wind in 2017. He has over 17 years' experience working in every aspect of wind farm development, construction and operations. He has successfully constructed and operated a significant portfolio of wind farms across the UK with most major turbine manufacturers. He has also acted as Technical Advisor on wind farm acquisitions, leading the successful due diligence process on both operating assets and pre construction opportunities.

Simon is CEO of Partnerships for Renewables, and was formerly at Ecotricity as Head of Projects and Operations and was a member of the Renewables UK Wind Turbine Safety Rules Steering Group.

Before his switch to wind energy, Simon spent 15 years in a number of roles in the service sector of the oil and gas industry, working for BP, Shell and Amoco in well services and completion engineering and design. Whilst at Schlumberger, a specialist team led by Simon jointly won the BP Worldwide Technology Award for achieving a world-first in leading well completion design and control.

Giuseppe La Loggia

Giuseppe La Loggia joined as non-executive Director for solar in 2017. He has 15 years' experience in renewable energy and asset management.

Founder and CEO of Hendor Capital which operate as an investment vehicle and advisor in the energy and real estate space, he is also a Senior Advisor at Octopus Investments.

Formerly Head of Portfolio Renewables at Octopus Investment, Giuseppe was responsible for establishing the portfolio function in the business and contributing to its growth to over 1 gigawatt of installed capacity, the largest in the European Union. He also originated and managed the first European utility scale grid parity cluster of projects.

Previously he was at SunPower Corporation as Head of Business Development and General Manager.

Giuseppe was awarded a PhD in Law with distinction from the University of Rome "La Sapienza" and has a degree in Law from the University of Palermo. He is also a qualified lawyer.

The Investment Adviser and the investment process

The Directors instruct the Investment Adviser on how to implement the Investment Policy of the Company and, acting on such instructions, the Investment Adviser seeks out acquisition opportunities from the wider market and also reviews those investments that are offered for sale by members of the John Laing Group under the First Offer Agreement. The Directors monitor whether the Investment Adviser complies with the Investment Policy in seeking out acquisition opportunities on an on-going basis.

The Directors will ensure that an appropriate, documented and regularly updated due diligence process is implemented, and that an independent valuation is sought, by the Investment Adviser in respect of any Further Investments. Following completion of these processes, which will at all times be subject to the oversight of the Directors, the Investment Adviser will make a proposal to the Directors either to acquire or reject such projects, proposing an offer value where appropriate.

The Directors will review the Investment Adviser's proposal in relation to an investment which is offered for sale by the John Laing Group or from the wider market (including the findings of the Investment Adviser's due diligence work in respect of the investment) and, if approved, will instruct the Investment Adviser to make an offer to the relevant John Laing Group member (or third party, as applicable) on terms agreed by the Directors. If such offer is accepted, the Directors (upon the advice of the Investment Adviser, as necessary) will finalise negotiations and agree documentation.

Should the Directors be unable to agree an appropriate price with John Laing for projects that have been offered to it, the Fund is under no obligation to purchase, and John Laing is under no obligation to sell, any such projects.

In addition to its role as Investment Adviser to the Company, the Investment Adviser acts as investment adviser to UK Holdco. In its capacity as such, the Investment Adviser advises UK Holdco on the terms of the sale and purchase agreements in respect of projects to be acquired by the Fund, the financing arrangements between the Company and UK Holdco and any other documentation required to be

entered into by UK Holdco in order to effect acquisitions, disposals, re-financings or other transactions in respect of the projects held by the Fund.

The Directors actively monitor the Fund's portfolio of investments on an on-going basis and the continuing suitability of the projects in light of the Fund's investment strategy. In particular, the Directors review and discuss papers, reports and any other data provided by the Investment Adviser in relation to the performance of the Investment Portfolio and seek additional information and explanation as necessary.

FUTURE PIPELINE OF THE FUND

In addition to the projects comprising the Current Portfolio, the Fund has the ability to make Further Investments in accordance with the Company's Investment Policy. The Directors believe that the Company's right of first offer in relation to certain John Laing investments in Environmental Infrastructure projects (which are in accordance with the Company's Investment Policy and which John Laing wishes to dispose of (other than in respect of disposals to John Laing (or any of its subsidiary undertakings), but excluding any funds managed or advised by any member of the John Laing Group)), in accordance with the First Offer Agreement, is an important part of the Fund's future pipeline of projects.

John Laing has a strong global pipeline of projects and has a strategy of seeking future growth both in the UK and in international markets. The Company expects that the John Laing pipeline that may become available to the Fund through the First Offer Agreement will be diversified across the UK and other countries in the European Union or the European Free Trade Association, and a number of projects that are likely to fit the Fund's investment criteria are currently under construction or in operation. Within the period to 31 December 2020, the Company expects that eligible projects will become available pursuant to the First Offer Agreement with a combined investment value for the Fund (as estimated by John Laing) of approximately £260 million.

Based on John Laing's current Environmental Infrastructure portfolio of investments, the Company has a pipeline of named projects for anticipated future investment through the First Offer Agreement. These investments will continue to be focused in the UK and Europe in the near term. In light of the current geographical activities of the John Laing Group, the Company believes that in the future opportunities may arise to make acquisitions from John Laing in countries such as Australia, Canada, USA, New Zealand and European countries where government support structures are well-established and not considered to be at risk of retrospective change (although the First Offer Agreement is only in respect of Environmental Infrastructure projects located in the UK, Ireland, Sweden and any other country in the European Union or the European Free Trade Association). The Company also believes that there is potential to make future acquisitions from third parties in such jurisdictions.

Whilst the Company has a right of first offer to acquire certain John Laing Environmental Infrastructure investments which satisfy the Company's Investment Policy and of which John Laing wishes to dispose, in accordance with the First Offer Agreement, there can be no assurance that John Laing will elect to dispose of investments, or that the Board and the Investment Adviser will be able to identify and execute a sufficient number of opportunities, to permit the Fund to expand its portfolio of Environmental Infrastructure investments. Further details in relation to the First Offer Agreement are set out in Part 9 of this Prospectus.

The Investment Adviser does and will continue to actively pursue opportunities in the secondary market that meet the Investment Policy of the Company from sources other than the John Laing Group. The Investment Adviser is currently considering a number of potential third party acquisition opportunities that are at various stages of the sale process. Some of these are undergoing due diligence and/or are at an advanced stage of negotiation and the Company is hopeful that one or more acquisitions will be secured in the near future.

THE JOHN LAING GROUP

Introduction

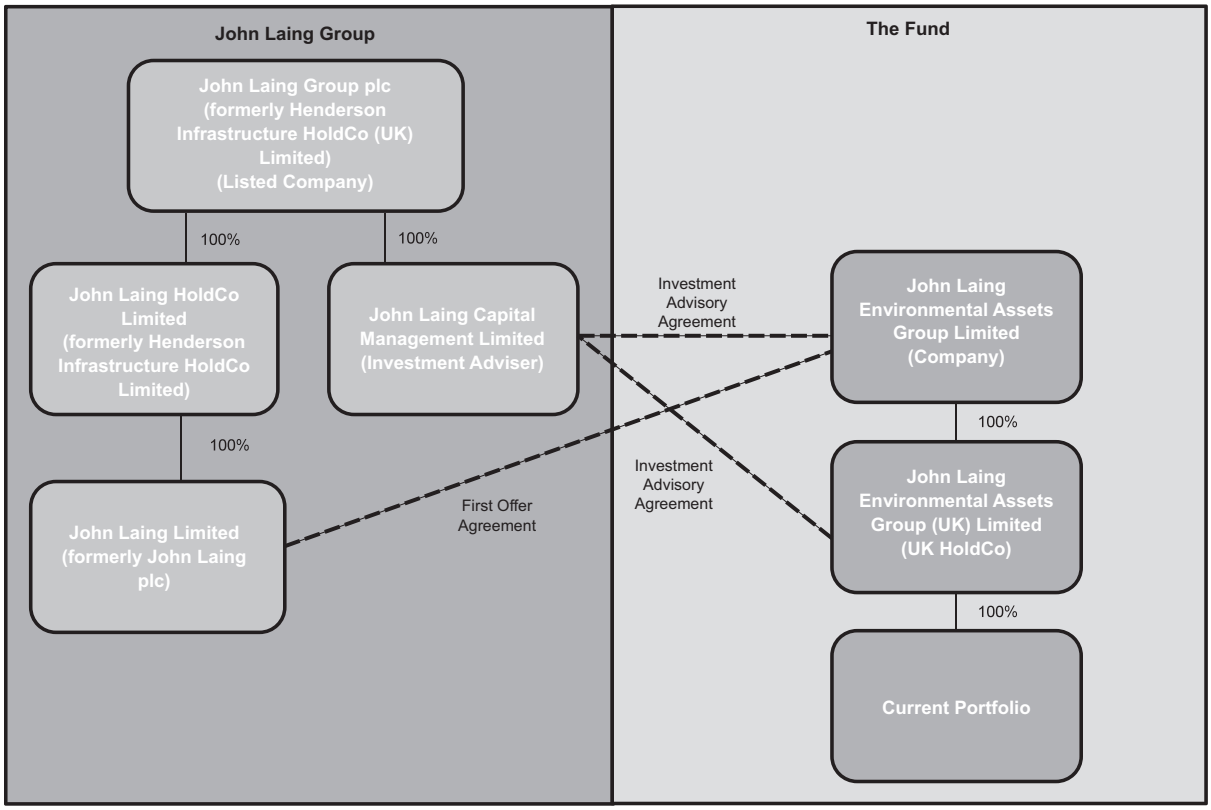
The Investment Adviser will have the ability to call on and utilise the substantial experience of the John Laing Group in advising the Board on the management of the Investment Portfolio projects which the

Fund acquires, as well as future pipeline projects. Background on the John Laing Group is set out below.

History of John Laing

John Laing's origins date back to 1848, and the business was first listed on the London Stock Exchange in 1952. John Laing started out in house building and construction, and in the 1990s diversified into long-term public infrastructure projects, typically via PPP schemes. In December 2006, John Laing was taken private in an acquisition by funds managed by Henderson Equity Partners Limited, a subsidiary of Henderson Group plc. In 2012, John Laing announced the financial close of its 100th infrastructure investment project.

In February 2015, John Laing Group raised approximately £120 million in its initial public offering. John Laing (which was formerly known as John Laing plc) and the Investment Adviser are both wholly-owned members of the John Laing Group, as shown in the diagram below:



As at 30 June 2017, John Laing Group's portfolio of 42 projects, and was valued at approximately £1,119 million.

John Laing Group is an international originator, active investor and manager of infrastructure projects. Their business is focused on major transport, social and environmental infrastructure projects awarded under governmental PPP programmes, and renewable energy projects, across a range of international markets comprising the UK, Europe, Asia Pacific and North America.

John Laing Group's business, which integrates origination, investment and asset management capabilities, has three key areas of activity as follows:

Primary Investment

Primary investment activities involve sourcing and originating, bidding for and winning greenfield infrastructure projects, typically as part of a consortium in the case of PPP projects. The primary investment portfolio comprises interests in PPP and renewable energy projects which have recently reached financial close and/or are in the construction phase.

Secondary Investment

Secondary investment activities involve ownership of a substantial portfolio of operational PPP and renewable energy projects, almost all of which were previously part of John Laing Group's primary investment portfolio.

Asset Management

John Laing actively manages its own primary and secondary investment portfolios and provides investment advice and management services to John Laing Infrastructure Fund ("**JLIF**") and the Company, through JLCM. These services include managing project delivery during the construction phase and the provision of technical input. A further significant area of activity is the identification and implementation of operational improvements to and realisation of value in the Company's, John Laing Group's and JLIF's investment portfolios.

PROJECT MANAGEMENT AND RISK REVIEW

Project monitoring and risk management framework

The Directors are responsible for ensuring that the risks associated with each investment and their overall effect on the Fund's portfolio are properly identified, measured, managed and monitored on an on-going basis, including through the use of appropriate stress testing procedures. The Directors are also responsible for overseeing and controlling counterparty risk.

The Investment Adviser's asset management team manages projects in the John Laing portfolio with risk management controls in accordance with well-developed and established risk and compliance procedures. The Directors, with the assistance of the Investment Adviser where appropriate, seek to make use of this extensive management process as part of the Investment Advisory Agreement; projects are monitored on a periodic basis with copies of all board papers, together with a brief report of any key issues and matters, as well as information in relation to any material events as they arise, issued to the management of the Investment Adviser and ultimately to the Directors. Assurance procedures ensure regular reviews of management systems, project risks and health and safety of activities at project company level, as well as at joint venture and supply chain partner levels.

HCP provides management services (including company administration, legal and accounting services and the provision of operational staff on a secondment basis) to certain Project Entities under management services agreements. The Investment Adviser's asset management has a key role in monitoring the performance and reporting of HCP (and other third party asset managers) and providing portfolio wide reporting and oversight to the Board.

The Directors and the Risk Committee carry out an annual review of the Fund's risk management framework and systems to ensure that they are consistently effective.

Value enhancement

A key strategic objective of the John Laing Group is the identification and implementation of operational improvements and realisation of value enhancements through all stages of the project lifecycle. The Investment Adviser seeks to ensure that as many value enhancements as possible are identified for the projects in the Investment Portfolio and advised to the Directors, utilising the resources of the asset management team as necessary.

The Investment Adviser seeks to advise the Directors on how to add value to the Investment Portfolio through various value enhancements, such as:

- contract variations, such as additional services in return for increased returns and management fees;
- tax and treasury, for example improvements to tax efficiency and cash deposit rates;
- electricity selling arrangements, including selecting and negotiating PPAs, and bundling projects to achieve scale benefits;
- "repowering" opportunities, including negotiation of lease extension and new planning permissions to accommodate "next generation" equipment;

- upgrade opportunities, such as the investment in capital items on operational assets to enhance projects' capabilities for commensurate cash flows;
- portfolio insurance, such as the use of insurance pooling across the portfolio to minimise premiums;
- lifecycle management, for example the extension of the useful life of assets to reduce or postpone capital replacement costs;
- refinancing of project finance debt and other financial engineering to improve distribution profiles;
- divestments and acquisitions, for example utilising opportunities to exercise pre-emption rights in the event that co-shareholders seek to dispose of project holdings; and
- "project-to-project" synergies, such as provision of electricity to power-intensive projects within the portfolio through "sleeve-through" arrangements, or provision of refuse derived fuel to energy-from-waste facilities.

Portfolio growth

The Investment Adviser also seeks to utilise the asset management team in the effective and disciplined monitoring and managing of lifecycle costs during the operation of projects in order to maintain yields and drive value enhancement.

Conflicts of Interest

The Directors are responsible for establishing and regularly reviewing procedures to identify, manage, monitor and disclose conflicts of interests relating to the activities of the Fund.

It is expected that the John Laing Group, the Investment Adviser, the Administrator, Winterflood, the Registrar, the Receiving Agent, any of their respective directors, officers, employees, service providers, agents and connected persons and the Directors and any person or company with whom they are affiliated or by whom they are employed (each an "**Interested Party**") may be involved in other financial, investment or other professional activities which may cause conflicts of interest with members of the Fund and their investments. In particular, Interested Parties may provide services similar to those provided to the Fund to other entities and will not be liable to account to the Fund for any profit earned from any such services. Interested Parties may also receive and retain fees for providing management (such as legal or accounting) services to Project Entities, and will not be liable to account to the Fund for any profit earned from any such services.

The Investment Adviser and its directors, officers, service providers, employees and agents and the Directors will at all times have due regard to their duties owed to members of the Fund and where a conflict arises they will endeavour to ensure that it is resolved fairly.

Subject to the arrangements explained above, the Company may (directly or indirectly) acquire securities from or dispose of securities to any Interested Party or any investment fund or account advised or managed by any such person. An Interested Party may provide professional services to members of the Fund (provided that no Interested Party will act as auditor to the Company) or hold Shares and buy, hold and deal in any investments for their own accounts notwithstanding that similar investments may be held by the Company (directly or indirectly). An Interested Party may contract or enter into any financial or other transaction with any member of the Fund or with any shareholder or any entity any of whose securities are held by or for the account of the Fund, or be interested in any such contract or transaction. Furthermore, any Interested Party may receive commissions to which it is contractually entitled in relation to any sale or purchase of any investments of the Fund effected by it for the account of the Fund.

Procedures designed to deal with any potential conflicts of interest that may arise from individuals at John Laing Group acting on both the "buy-side" (for the Fund) and the "sell-side" (for any member of the John Laing Group) in relation to any acquisition of projects from the John Laing Group are set out in Part 1 of this Prospectus.

Procedures designed to manage any potential conflict of interest that may arise in relation to an acquisition opportunity from outside the John Laing Group which both the Fund and a member of the

John Laing Group is considering acquiring will be put into place should such potential conflicts of interest arise. Such procedures will include any relevant individuals acting for the Fund having the benefit of a release from their duties as a John Laing Group employee to the extent that these duties conflict with their duties to act in the interests of the Fund and the establishment of information barriers to ensure confidentiality and integrity of commercially sensitive information.

The Directors will at all times comply with the conflict of interest rules contained in the RCIS Rules.

Administration

Praxis Fund Services Limited has been appointed as Administrator to the Company and also provides company secretarial services and a registered office to the Company.

Safekeeping and Depositary

The Company is categorised as an internally managed non-EEA AIF for the purposes of the AIFM Directive and as such is not currently subject to the AIFM Directive requirements relating to the appointment of depositaries. The Company has responsibility for the safekeeping of documents relating to the Company's investment in UK Holdco, and the Investment Adviser has responsibility for the safekeeping of documents relating to UK Holdco's investment in the Project Entities and the Holding Entities.

Registrar and Receiving Agent

Link Market Services (Guernsey) Limited acts as registrar to the Company and Link Asset Services will act as the Company's Receiving Agent.

Auditor

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

Principal Banker

HSBC Bank plc acts as principal banker of the Company.

PART 5

FEES AND EXPENSES, DISCOUNT MANAGEMENT, REPORTING AND VALUATION

Fees and expenses

Issuance Programme Costs

The Issuance Programme Costs are those fees, expenses and costs necessary for each Issue (and the Issuance Programme as a whole) and include fees payable under the Placing Agreement and the Receiving Agent, listing fees, legal, advisory, accounting, registration, printing, advertising and distribution costs and any other applicable fees, expenses and costs.

Up to 200 million New ordinary Shares are available for issue under the issuance programme. The net proceeds of the Issuance Programme, are dependent on: (i) the aggregate number of New Ordinary Shares issued pursuant to the Issuance Programme; (ii) the price at which such New Ordinary Shares are issued; (iii) the number of New Ordinary Shares issued pursuant to each separate Issue under the Issuance Programme; and (iv) whether the relevant Issue is carried out by way of an Offer for Subscription, Placing or an Intermediaries Offer. However, assuming that the maximum number of New Ordinary Shares available under the Issuance Programme are issued, and assuming an Issuance Programme Price of 100.5 pence per New Ordinary Share, it is expected that the Company would raise gross proceeds of £200.9 million from the Issuance Programme (inclusive of the estimated gross proceeds of the Initial Placing). The net proceeds of the Issuance Programme after deducting expected expenses of approximately £3.1 million (inclusive of the expected expenses of the Initial Placing, and based on the Company's expected issuance profile for the Issuance Programme), would be approximately £197.8 million (inclusive of the estimated net proceeds of the Initial Placing).

The costs associated with the Initial Placing are not expected to exceed 1.4 per cent. of the gross proceeds of the Initial Placing, and will be at least covered by the premium to the Company's prevailing NAV per Share at which New Ordinary Shares in the Initial Placing will be Issued. Accordingly, the fees and expenses in relation to the Initial Placing will be indirectly borne by subscribers for those Shares. Accordingly, there will be no dilution to the Company's then prevailing NAV arising from the issuance of New Ordinary Shares pursuant to the Initial Placing. Assuming that the proposed size of the Initial Placing of £30 million is reached, it is expected that the Company will receive net Initial Placing proceeds of approximately £29.6 million after deduction of Initial Placing costs of approximately £0.4 million.

The costs of the Initial Placing will not be charged directly to Shareholders but will be taken into account in calculating the Issue Price. The costs of the Issuance Programme will be incorporated in the Issuance Programme Price and will therefore be borne indirectly by Shareholders participating in the Issuance Programme.

As explained in paragraph 10.2 of Part 9 of this Prospectus, the fees and commissions to which Winterflood is entitled for its services in connection with the Issuance Programme vary depending on whether New Ordinary Shares are issued by way of Offers for Subscription, Placings or Intermediaries Offers. The fees payable by the Company to the London Stock Exchange in connection with each Admission will also vary depending on the quantum of shares admitted to trading on the Main Market pursuant to each such Admission.

In addition, as explained in paragraph 10.7 of Part 9 of this Prospectus, the Receiving Agent will also be entitled to certain fees in respect of any Issue under the Issuance Programme involving an Offer for Subscription and/or Intermediaries Offer.

Investment Adviser's Base Fee

The Investment Adviser is entitled to a Base Fee at the annual rate of 1.0 per cent. of that part of the Adjusted Portfolio Value up to and including £500 million and 0.8 per cent. of that part of the Adjusted Portfolio Value in excess of £500 million, together with any applicable VAT. The Base Fee accrues quarterly in arrears as at each Valuation Day, and is calculated by reference to the Adjusted Portfolio

Value as at the relevant Valuation Day. The Base Fee is payable in cash by the Fund in Sterling within 10 Business Days of the relevant Valuation Day.

The Directors intend to keep the Base Fee described above under review to ensure it is set at an appropriate level.

Project Entity directors' fees and other commissions

In addition to the Base Fee, the Investment Adviser is entitled to receive any fees or commissions received by any member of the Fund for its own account in consideration for the provision of directors to the board of a Project Entity or Holding Entity, or a cash equivalent sum.

The Investment Adviser and its associates are each entitled to retain commissions, fees and expenses received under any agreement with any member of the Fund, fees and expenses received by them in consideration for providing directors or management services (such as legal or accounting services) to Project Entities, and commissions received through Winterflood in respect of investors that the Investment Adviser procures to subscribe for Shares, provided that they notify the Company of the amount and details of such commissions before or promptly after receipt. Any other commissions, fees or other remuneration must be notified to the Company and the Base Fee will be reduced by the amount of such other commissions not detailed herein.

Other fees and expenses

The Company will bear 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 Investment Adviser is also entitled to be reimbursed for certain expenses under the Investment Advisory Agreement, as described in Part 9 of this Prospectus.

The fees payable to the Administrator, the Registrar and the Receiving Agent pursuant to the Administration Agreement, the Registrar Agreement and the Receiving Agent Agreement, respectively, are also set out in Part 9 of this Prospectus.

Discount management

Purchases of Ordinary Shares by the Company in the market

By special resolution of the Shareholders of the Company passed at the 2017 AGM, the Company was granted Shareholder authority (subject to the Listing Rules and all other applicable legislation and regulations) to purchase in the market up to 14.99 per cent. per annum of the Ordinary Shares in issue immediately following the passing of the resolution. This authority will expire at the conclusion of the next annual general meeting of the Company to be held in 2018 or 18 months from the date of the special resolution, whichever is the earlier, unless such authority is varied, revoked or renewed prior to such time. The Directors intend to seek renewal of this authority from Shareholders at each annual general meeting.

It is the Company's investment objective to return value to Shareholders in the form of dividends and capital distributions. The Company intends to distribute net income in the form of dividends. Furthermore, in normal market circumstances the Directors intend to favour pro rata capital distributions ahead of Ordinary Share repurchases in the market, however, if the Ordinary Shares have traded at a significant discount to NAV for a prolonged period the Board will seek to prioritise the use of net income after the payment of dividends on market repurchases over other uses of capital.

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 where the Directors believe such purchases will result in an increase in the Net Asset Value per Ordinary Share. Such purchases will only be made in accordance with the Law and the Listing Rules, which currently provide that the maximum price to be paid per Ordinary Share must be not more than the higher of (i) five per cent. above the average market value of the Ordinary Shares for the five Business Days prior to the day the purchase is made or (ii) the higher of the price of the last independent trade and the highest independent bid for the Ordinary Shares at the time of the purchase

for any number of the Ordinary Shares on the trading venue where the purchase is carried out.

Tender offers

The Company may also make tender offers from time to time as part of its overall approach to discount management. As such, subject to certain limitations and the Directors exercising their discretion to operate the tender offer on any relevant occasion, Shareholders may tender for purchase all or part of their holdings of Ordinary Shares for cash. Tender offers will, for regulatory reasons, not normally be open to Shareholders (if any) in any of the Excluded Territories. Implementation of tender offers is subject to prior Shareholder approval.

In order to implement a tender offer it is likely that a market maker selected by the Board will, as principal, purchase the Ordinary Shares tendered at the tender price and will sell the relevant Ordinary Shares on to the Company at the same price by way of an on-market transaction, unless the Company has agreed with the market maker that the market maker may sell any of the Ordinary Shares in the market. Tender offers will be conducted in accordance with the Listing Rules and the rules of the London Stock Exchange.

In addition to the availability of the share purchase and tender offers mentioned above, Shareholders may seek to realise their holdings through disposals in the market.

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

Continuation votes

As part of the Company's discount management policies, the Board intends to propose a continuation vote if the Ordinary Shares trade at a significant discount to Net Asset Value per Share for a prolonged period of time. The details of this policy are set out below.

If, in any financial year, the Ordinary Shares have traded, on average, at a discount in excess of ten per cent. to the Net Asset Value per Share, the Board will propose a special resolution at the Company's next annual general meeting that the Company ceases to continue in its present form.

If such vote is passed, the Board will be required to formulate proposals to be put to Shareholders within four months to wind up or otherwise reconstruct the Company, bearing in mind the illiquid nature of the Company's underlying assets.

The discount prevailing on each Business Day will be determined by reference to the closing market price of Ordinary Shares on that day and the Net Asset Value per Share.

Treasury Shares

The Company is able to hold Ordinary Shares acquired by way of market purchase or by way of tender offer "in treasury", meaning that the Ordinary Shares remain in issue and are owned by the Company rather than being cancelled. Such Ordinary Shares may subsequently be cancelled or sold for cash.

Guernsey law permits the Company to hold up to 100 per cent. of the total number of issued Shares of any class or classes as treasury shares, provided that at least one Share in the Company of any class is held by a person other than the Company. However, the Directors intend that no more than 10 per cent. of the Ordinary Shares bought by the Company in the market (as described above) or by way of tender offer will be held in treasury. Holding such Ordinary Shares in treasury in this way will give the Company the ability to sell such Ordinary Shares quickly and cost efficiently, and will provide the Company with additional flexibility in the management of its capital base.

Meetings, Reports and Accounts

All general meetings of the Company will be held in Guernsey. The annual general meeting of the Company is held in Guernsey in each year, the most recent having been held on 16 August 2017.

The Company's annual reports are prepared up to 31 March each year and copies will be sent to Shareholders within the following four months. Shareholders also receive an unaudited half yearly report covering the six month period to 30 September each year, which will be sent to Shareholders within the two months following the relevant half year end. The Directors have overall responsibility for reviewing and approving the annual report and accounts and other Shareholder communications in relation to the Fund.

The accounts of the Company are drawn up in Sterling and prepared under IFRS, as endorsed by the EU. The Board have concluded that the Company meets the definition of an investment entity and as such measure all investments in UK Holdco and Project Entities at fair value through profit or loss consistent with the fair market valuations.

Valuations

The Directors are responsible for establishing and monitoring the valuation policy of the Fund. The Investment Adviser produces fair market valuations of the Fund's investments on a quarterly basis as at each calendar quarter in accordance with the valuation policies and procedures adopted from time to time by the Directors and notified to the Investment Adviser, which are presented to the Directors for their approval and adoption. These valuations are reported on annually by an independent specialist who considers whether the discount rates used in the valuations reflect, amongst other things, potential risks to the cash flows from investments and are appropriate and in line with market rates. The independent specialist also carries out a desktop review on the half-year valuation. The most recent annual report by an independent specialist was for the year ended 31 March 2017 and the most recent desktop review was for the six month period ended 30 September 2017.

The valuation principles used are based on a discounted cash flow methodology, and adjusted for 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 Adviser will exercise its judgement in assessing the expected future cash flows from each investment. Each Project Entity produces detailed financial models and the Investment Adviser will take, inter alia, the following into account in its review of such models and will make amendments where appropriate:

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

The Administrator, in accordance with the procedures described in the paragraph above and in conjunction with the Investment Adviser, calculates and publishes the unaudited Net Asset Value of the Ordinary Shares on a quarterly basis as at each calendar quarter and these calculations will also be reported to Shareholders in the Company's annual report and interim financial statements. All calculations made by the Administrator (in conjunction with the Investment Adviser) will be made, in part, on information provided by the Project Entities in which the Fund has invested and, in part, on financial reports provided by the Investment Adviser in its capacity as the asset manager of those Project Entities. Although the Administrator and Investment Adviser will evaluate all such information and data, they may not be in a position to confirm the completeness, genuineness or accuracy of such

information or data. The financial reports, where not provided by the Investment Adviser in its capacity as asset manager of the Project Entities, are typically provided on a quarterly or half yearly basis only and are generally issued in line with the frequency of the respective board meetings of the underlying Project Entities. Shareholders should bear in mind that the actual Net Asset Values may be materially different from these quarterly estimates.

The Directors do not envisage any circumstances other than those arising out of any changes in or waiver to the Listing Rules in which valuations will be suspended. If valuations are suspended for any reason, this will be communicated to investors by the publication of an announcement through a Regulatory Information Service.

PART 6

THE ISSUANCE PROGRAMME

THE INITIAL PLACING

The Company is proposing an initial capital raising under the Issuance Programme of up to £30 million by way of an Initial Placing of New Ordinary Shares to certain institutional and sophisticated investors. The Company reserves the right to reduce or increase the amount to be raised pursuant to the Initial Placing, save that maximum size of the Initial Placing will not exceed the amount of the outstanding balance on the Facility as at the date on which the bookbuild in relation to the Initial Placing closes.

The price at which New Ordinary Shares will be issued in the Initial Placing will be at a premium to the Company's latest Net Asset Value per Ordinary Share, at least sufficient to cover the costs of the Initial Placing (the "**Issue Price**"). The Issue Price, together with the number of New Ordinary Shares to be issued, will be announced by the Company shortly after the closing of the bookbuild via a Regulatory Information Service.

To participate in the Initial Placing, prospective Placees will be required to communicate their bid(s) to Winterflood, including the number of New Ordinary Shares for which the investor wishes to subscribe and the price or price range the investor is offering to pay for such New Ordinary Shares. The detailed terms and conditions for each Placing under the Issuance Programme, including the Initial Placing, are set out in Appendix 1 to this Prospectus.

The net proceeds of the Initial Placing will be used to repay amounts drawn under the Facility in readiness for further acquisitions from an identified pipeline of attractive opportunities on which the Company wishes to capitalise in the short-term.

The Initial Placing is not being underwritten.

Conditions to the Initial Placing

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

- the passing of the Pre-emption Resolution and/or any further Shareholder authority required in respect of the Initial Placing being in place;
- Admission of the New Ordinary Shares becoming effective by not later than 8.00 a.m. (London time) on 9 March 2018 (or such later time and/or date as the Company and Winterflood may agree in accordance with the Placing Agreement); and
- the Placing Agreement becoming otherwise unconditional in all respects and not being terminated in accordance with its terms before Admission becomes effective.

If these Initial Placing conditions are not met, unless, where applicable, they are waived, the Initial Placing will not proceed.

Basis of Allocation

The Directors in their absolute discretion shall determine (following consultation with Winterflood and the Investment Adviser), the basis of allocation to subscribers of the New Ordinary Shares under the Initial Placing and the validity of applications received in relation thereto.

In addition, notwithstanding the above and subject to the prior consent of the Company, Winterflood may also: (i) allocate New Ordinary Shares after the time of any initial allocation to any person submitting a bid after that time; and (ii) allocate New Ordinary Shares after the bookbuild has closed to any person submitting a bid after that time.

THE ISSUANCE PROGRAMME

The Directors intend to implement the Issuance Programme to enable the Company to raise additional capital in the period from 23 February 2018 to 22 February 2019 Following the Initial Placing, the

Company proposes to issue up to 200 million New Ordinary Shares (less the number of New Ordinary Shares issued pursuant to the Initial Placing). Issues pursuant to the Issuance Programme may be undertaken by way of an Offer for Subscription, a Placing or an Intermediaries Offer (or any combination thereof).

The Issuance Programme is flexible in that it may have a number of closing dates in order to provide the Company with the ability to raise capital over a period of time, enabling the Company to take advantage of investment opportunities as they arise in the future, mitigating the risk of cash drag.

The net proceeds of the Issuance Programme are dependent on: (i) the aggregate number of New Ordinary Shares issued pursuant to the Issuance Programme; (ii) the price at which such New Ordinary Shares are issued; (iii) the number of New Ordinary Shares issued pursuant to each separate Issue under the Issuance Programme; and (iv) whether the relevant Issue is carried out by way of an Offer for Subscription, a Placing or an Intermediaries Offer.

Following the Initial Placing, the net proceeds of any Issues undertaken pursuant to the Issuance Programme will be used to repay amounts drawn under the Facility and/or to fund acquisition opportunities in accordance with the Company's Investment Policy, subject to the circumstances at the time of each Issue.

The terms and conditions of each Placing, Offer for Subscription and Intermediaries Offer (if any) made pursuant to the Issuance Programme are set out in Appendix 1, Appendix 2 and Appendix 3 (respectively) to this Prospectus.

Issues under the Issuance Programme

Allocations of the New Ordinary Shares under the Issuance Programme will be determined at the discretion of the Directors (in consultation with Winterflood and the Investment Adviser), who will determine in respect of any particular Issue:(a) whether that Issue will be undertaken by way of an Offer for Subscription, a Placing or an Intermediaries Offer (or any combination thereof); (b) the opening and closing dates of that Issue; (c) the Issuance Programme Price at which New Ordinary Shares to be issued in that Issue will be issued; and (d) the basis for allocation of New Ordinary Shares issued pursuant to that Issue.

Final Details of each Issue

The Company will announce the Final Details of any Issue by way of the publication of a notice through a Regulatory Information Service and on the Company's website http://www.jlen.com. Any such announcement will confirm whether the Issue is being effected by way of an Offer for Subscription or Placing and/or Intermediaries Offer, as well as detailing the Issuance Programme Price (or the method by which such Issuance Programme Price is to be ascertained) in respect of the relevant Issue, together with an expected timetable and any settlement instructions.

The Issuance Programme Price, or methodology for determining the Issuance Programme Price, for New Ordinary Shares to be issued pursuant to an Offer for Subscription and/or an Intermediaries Offer will be announced in advance of such Issue. The Issuance Programme Price for New Ordinary Shares to be issued pursuant to a Placing may be announced in advance of the relevant Placing or, where no such advance announcement is made, will be published as soon as reasonably practicable following the closing of that Placing.

The details of any Intermediaries appointed by the Company from time to time in respect of any Intermediaries Offer, and any new information about any such Intermediaries, will be published on the Company's website http://www.jlen.com.

Issuance Programme Price

The Directors (in consultation with Winterflood and the Investment Adviser) will determine the Issuance Programme Price in respect of each Issue. In making their determination, the Directors will follow the following principles:

(a) The Issuance Programme Price in respect of any Issue will be calculated by reference to the Net Asset Value of the then existing Ordinary Shares together with a premium intended to cover, but not to be limited to, the direct costs and expenses of that Issue.

(b) No New Ordinary Shares will be issued at a discount to the Net Asset Value per Ordinary Share at the time of the relevant allotment.

(c) The Company will not issue any New Ordinary Shares at a discount of 10 per cent. or more to the middle market price of the Ordinary Shares at the relevant time without further Shareholder approval by way of an ordinary resolution.

(d) The Directors will have regard to the potential impact of the Issuance Programme on the payment of dividends to Shareholders, with the intention that the Issuance Programme should not result in any material dilution of the dividends per Ordinary Share that the Company may be able to pay.

The Issuance Programme Price for any Issue may be a fixed price or may be determined by a bookbuild where prospective investors indicate the number of New Ordinary Shares for which the prospective investor wishes to subscribe and the price or price range that the prospective investor is offering to pay, or by such other method as is determined by the Directors (in consultation with Winterflood and the Investment Adviser).

Conditions

Each Issue pursuant to the Issuance Programme will be conditional upon, *inter alia*:

(a) the passing of the Pre-emption Resolution and/or any further Shareholder authority required in respect of the relevant allotment and issue being in place;

(b) Admission of the New Ordinary Shares issued pursuant to the relevant Issue at such time and on such date as the Company and Winterflood may agree prior to the closing of such Issue, not being later than 22 February 2019;

(c) the Placing Agreement having become unconditional in respect of the relevant Issue and not having been terminated in accordance with its terms before the applicable Admission; and

(d) a valid supplementary prospectus in connection with such Issue being published by the Company, if required by the Prospectus Rules.

If any of these conditions are not met in respect of any Issue, that issue of New Ordinary Shares will not proceed.

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

Settlement and Dealings

The Initial Placing

The latest date for bids to be received in the bookbuild is expected to be 2.00 p.m. on 6 March 2018.

Payment for any New Ordinary Shares to be acquired under the Initial Placing should be made through CREST, or otherwise in accordance with the settlement instructions provided to Placees by Winterflood.

In the case of those subscribers not using CREST, monies received by Winterflood will be held in a segregated client account pending settlement. New Ordinary Shares to be issued by way of a Placing will, subject to the Company's decision to proceed with a Placing under the Issuance Programme at any given time, be issued to Winterflood (or to Placees secured by Winterflood) at the applicable Issuance Programme Price. Where Winterflood is the Placee, it will trade the New Ordinary Shares in the secondary market.

Application will be made to the UK Listing Authority for all of the New Ordinary Shares issued pursuant to the Initial Placing to be admitted to the premium segment of the Official List and to the London Stock

Exchange for such shares to be admitted to trading on its Main Market. It is expected that Admission will commence at 8.00a.m. on 9 March 2018.

It is anticipated that dealings in the New Ordinary Shares will commence two Business Days after the trade date for the Initial Placing. All dealings in New Ordinary Shares prior to the commencement of unconditional dealings will be at the sole risk of the parties concerned.

Offers for Subscription

Payment for New Ordinary Shares applied for under any Offer for Subscription should be made in accordance with the instructions contained in Appendix 2 and the Subscription Form (in each case set out at the end of this Prospectus) unless otherwise indicated in the Final Details, in which case settlement should be made in accordance with any instructions contained therein.

Further Placings

Payment for New Ordinary Shares issued by way of a Placing will be made through CREST or through Winterflood, in any such case in accordance with settlement instructions to be notified to Placees by Winterflood.

In the case of those subscribers not using CREST, monies received by Winterflood will be held in a segregated client account pending settlement. New Ordinary Shares to be issued by way of a Placing will, subject to the Company's decision to proceed with a Placing under the Issuance Programme at any given time, be issued to Winterflood (or to Placees secured by Winterflood) at the applicable Issuance Programme Price. Where Winterflood is the Placee, it will trade the New Ordinary Shares in the secondary market.

Each Placing shall be made on and subject to the terms and conditions set out in Appendix 1 to this Prospectus.

Intermediaries Offers

Payment for New Ordinary Shares applied for by financial intermediaries under any Intermediaries Offer should be made in accordance with the instructions contained in Appendix 3 "Terms and Conditions for any Intermediaries Offer" and the Subscription Form, unless otherwise indicated in the Final Details (in which case settlement should be made in accordance with any instructions contained therein). Each Intermediary will be required, on or prior to its appointment, to agree to adhere to and be bound by the Intermediaries Terms and Conditions, which will govern the relationship between the Company, Winterflood and each Intermediary. The Intermediaries Terms and Conditions regulate, *inter alia*, the conduct of the Intermediaries on market standard terms and provide for the payment of commission to any Intermediary that elects to receive commission from Winterflood. In making an application under any Intermediaries Offer, each Intermediary will also be required to represent and warrant, among other things, that it is not located in the United States and is not acting on behalf of anyone who is a US Person.

Pursuant to the Intermediaries Terms and Conditions, Intermediaries will undertake to make payment on their own behalf (not on behalf of any other person) of the consideration for the New Ordinary Shares allocated, at the relevant Issuance Programme Price, to the Receiving Agent, in accordance with details to be communicated on or after the time of allocation, by means of CREST against the delivery of the New Ordinary Shares at the time and/or date set out in the "Expected Timetable" set out in this Prospectus or at such other time and/or date after the day of publication of the Final Details as may be agreed by the Company and Winterflood and notified to the Intermediaries.

Where an application is not accepted or there are insufficient New Ordinary Shares available to satisfy an application in full (due to scaling back of subscriptions or otherwise), the relevant Intermediary will be obliged to refund the applicant as required and all such refunds shall be made without interest. **The Company and Winterflood accept no responsibility with respect to the obligation of the Intermediaries to refund monies in such circumstances.**

Each Intermediaries Offer shall be made on and subject to the terms and conditions set out in Appendix 3 to this Prospectus.

General

To the extent that any application for subscription under any Placing, or any application under any Offer for Subscription or Intermediaries Offer is rejected in whole or in part, any monies received will be returned without interest at the risk of the Placee or applicant. Multiple applications (or suspected multiple applications) made on behalf of a single person will be rejected. Intermediaries which are making applications on behalf of clients in any Intermediaries Offer should make separate applications in respect of each client.

It is anticipated that dealings in the New Ordinary Shares will commence two Business Days after the trade date for each Issue under the Issuance Programme.

CREST accounts are expected to be credited with New Ordinary Shares on the date of the relevant Admission and it is anticipated that, where Shareholders have requested them, certificates in respect of New Ordinary Shares to be held in certificated form will be dispatched approximately one week after admission of the relevant New Ordinary Shares to the Official List and to trading on the Main Market of the London Stock Exchange.

Pending receipt by Shareholders of definitive share certificates, if issued, the Registrar will certify any instruments of transfer against the relevant register of members. No temporary documents of title will be issued.

The results of each Issue will be released through an RIS, in an announcement including details of the number of New Ordinary Shares issued, and the applicable Issuance Programme Price for the issue in respect of that Issue.

Applications will be made to the UK Listing Authority for the New Ordinary Shares to be issued from time to time pursuant to the Issuance Programme to be admitted to the premium segment of the Official List and to the London Stock Exchange for such shares to be admitted to trading on its Main Market. All New Ordinary Shares issued pursuant to the Issuance Programme will be issued conditionally on such Admission occurring.

If subscriptions under any Offer for Subscription, Placing or Intermediaries Offer exceed the maximum number of New Ordinary Shares available under that Placing, the Directors, in consultation with Winterflood, will scale back subscriptions at their discretion.

No Issue under the Issuance Programme is, or will be, underwritten and, as at the date of this Prospectus, the actual number of New Ordinary Shares to be issued under the Issuance Programme is not known. There is no minimum size of the Issuance Programme. The maximum number of New Ordinary Shares available under the Issuance Programme should not be taken as an indication of the number of New Ordinary Shares finally to be issued. The Issuance Programme is also dependent on further investment opportunities becoming available to the Group over the relevant period.

So far as the Directors are aware as at the date of this Prospectus, no major Shareholders or Directors intend to make a commitment for New Ordinary Shares under the Issuance Programme. If a related party (as defined in the Listing Rules) wishes to make a commitment for New Ordinary Shares under the Issuance Programme, the Company would comply with its obligations under Chapter 11 of the Listing Rules including, if required, seeking Shareholder approval for the allotment and issue of New Ordinary Shares to that related party.

This Prospectus has been published in order to obtain admission to the Official List of any New Ordinary Shares issued pursuant to the Issuance Programme. Should the Board wish to issue New Ordinary Shares in excess of the amount which it will then be authorised to issue, further authorities will be sought at an appropriate time by convening a general meeting for this purpose.

The Issuance Programme may be suspended at any time when the Company is unable to issue New Ordinary Shares pursuant to the Issuance Programme under any statutory provision or other regulation applicable to the Company or otherwise at the Directors' discretion. The Issuance Programme may resume when such conditions cease to exist. No revocation will take place in respect of New Ordinary Shares after dealings in those New Ordinary Shares have commenced.

Fractions of New Ordinary Shares will not be issued, and placing consideration will be allocated accordingly.

Where New Ordinary Shares are issued, the total assets of the Company will increase by that number of New Ordinary Shares multiplied by the relevant Issuance Programme Price. It is not expected that there will be any material impact on the earnings and Net Asset Value per Ordinary Share, as the net proceeds resulting from each Issue are expected to be used to recapitalise the Facility and/or to be invested in investments consistent with the Investment Policy of the Company, and both the Issue Price and the Issuance Programme Price are expected to represent only a modest (if any) premium to the then prevailing Net Asset Value once costs and expenses of the Issue have been taken into account.

The ISIN of the Ordinary Shares is GG00BJL5FH87, the Company's LEI is 213800JWJN54TFBMBI68 and the SEDOL is BJL5FH8.

Overseas investors

The attention of persons resident outside the UK is drawn to the notices to investors set out on page 183 of this Prospectus which set out restrictions on the holding of New Ordinary Shares by such persons in certain jurisdictions. Each Offer for Subscription and Intermediaries Offer made under the Issuance Programme will only be made in the UK. Subject to applicable law, the Company may issue and allot New Ordinary Shares on a private placement basis to applicants in other jurisdictions.

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

CREST

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

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

If a Shareholder or transferee requests New Ordinary Shares to be issued in certificated form, a share certificate will be dispatched either to them or their nominated agent (at their own risk) within 21 days of completion of the registration process or transfer, as the case may be, of the New Ordinary Shares. Shareholders who are non-US Persons holding definitive certificates may elect at a later date to hold their New Ordinary Shares through CREST in uncertificated form provided that they surrender their definitive certificates.

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 Adviser and Winterflood may require evidence in connection with any application for New Ordinary Shares, including further identification of the applicant(s), before any New Ordinary Shares are issued to that applicant.

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

Administrator, the Registrar, the Investment Adviser and Winterflood, may refuse to accept a subscription for New Ordinary Shares, or may refuse the transfer of New Ordinary Shares held by any such Shareholder.

Each applicant who applies for New Ordinary Shares via an Intermediary must comply with the appropriate money laundering checks required by the relevant Intermediary.

Costs of the Issuance Programme

The costs of the Issuance Programme, including the actual commissions payable to Winterflood on the New Ordinary Shares issued pursuant to the Issuance Programme are expected to be recouped through the premium to Net Asset Value at which the relevant New Ordinary Shares are issued pursuant to the Issuance Programme.

As explained in paragraph 10.2 of Part 9 of this Prospectus, the Placing Fees to which Winterflood is entitled for its services in connection with the Issuance Programme vary depending on whether New Ordinary Shares are issued by way of Offers for Subscription, Intermediaries Offers or certain types of Placing. The fees payable by the Company to the London Stock Exchange in connection with each Admission will also vary depending on the quantum of shares admitted to trading on the Main Market pursuant to each such Admission.

In addition, as explained in paragraph 10.7 of Part 9 of this Prospectus, the Receiving Agent will also be entitled to certain fees in respect of any Issue involving an Offer for Subscription and/or Intermediaries Offer.

The Directors, in consultation with Winterflood and the Investment Adviser, will determine the Issuance Programme Price on the basis and in accordance with the principles described above, and intend to at least cover any costs and expenditure relating to each Issue and thereby avoid any dilution of the Net Asset Value of the existing Ordinary Shares held by Shareholders. However, if Shareholders do not participate in the Issuance Programme, their proportionate ownership and voting interests in the Company may nonetheless be reduced.

Placing Agreement

The Company, the Investment Adviser and Winterflood have entered into the Placing Agreement pursuant to which Winterflood has agreed, subject to certain conditions and as agent for the Company, to use reasonable endeavours to procure Placees in the Issuance Programme (including under the Initial Placing), in return for the payment by the Company of Placing Fees to Winterflood. Further details of the Placing Agreement are set out in paragraph 10.2 of Part 9 of this Prospectus.

PART 7

TAXATION

GENERAL

The statements on taxation below are based upon tax law and tax authorities practice at the date of this Prospectus which is subject to change at any time (possibly with retrospective effect) and 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 structure 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 Shares for investment purposes only and not for the purposes of any trade or by virtue of any office or employment with the John Laing Group. As is the case with any investment there can be no guarantee that the tax position or the 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 on the investor's own tax position and upon the relevant laws of any jurisdiction to which the investor is subject.

GUERNSEY TAXATION

The Company

The Directors of the Company intend that the Company will apply for and obtain exempt status for Guernsey tax purposes. In return for the payment of a fee, currently £1,200, a registered closed-ended collective investment scheme such as the Company is able to apply annually for exempt status for Guernsey tax purposes.

If exempt status is granted, 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 income other than bank interest will arise in Guernsey and therefore the Company is not expected to incur any 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, capital transfer, wealth, sales or turnover (unless the trading of investments 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 shareholder 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, acquisition, transfer, disposal, conversion or redemption of Shares.

Shareholders

Shareholders not resident in Guernsey for tax purposes should not be subject to income tax in Guernsey and should 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 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 such 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, other than as noted above in respect of dividends.

Scrip dividends

The Company may give Shareholders an option to receive a scrip dividend instead of a cash dividend. In the case of Shareholders who are not resident in Guernsey for tax purposes, the Company's distributions, whether paid as cash or as a scrip dividend, can be paid without deduction of Guernsey income tax.

As the Directors of the Company intend that the Company will apply for and obtain exempt status for Guernsey tax purposes, scrip dividends paid by the Company to Guernsey resident Shareholders can be paid without deduction of Guernsey tax and the Company should not be required to withhold Guernsey tax. However, the Company is required to provide the Director of Income Tax in Guernsey with such particulars relating to the scrip dividend 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 scrip dividend paid and the date of payment.

The receipt of a scrip dividend by a Guernsey resident Shareholder will be taxed as if the Shareholder had received a cash distribution.

US-Guernsey Intergovernmental Agreement

On 13 December 2013 the Chief Minister of Guernsey signed an intergovernmental agreement with the US (the "**US-Guernsey IGA**") regarding the implementation of FATCA, under which certain disclosure requirements will be imposed in respect of certain investors in the Company who are, or are controlled by one or more, residents or citizens of the US. The US-Guernsey IGA is implemented through Guernsey's domestic legislation, in accordance with guidance which is currently published in draft form.

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, or 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. It is possible that the UK-Guernsey IGA will be amended to reflect the Common Reporting Standard, see below, which may result in some changes to the Company's reporting obligations under this intergovernmental agreement.

Reporting under the Foreign Multilateral Competent Authority Agreement For Automatic Exchange Of Taxpayer Information

On 13 February 2014, the OECD released a "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. Guernsey, along with approximately 100 jurisdictions, has implemented CRS. Certain disclosure requirements will be imposed in respect of certain shareholders in the Company falling within the scope of the CRS.

Shareholders may be required to provide information that the Company determines necessary in order to allow the Company to satisfy its obligations under FATCA, the US-Guernsey IGA and/or the CRS. Shareholders should consult with their own tax advisers regarding the application of FATCA, the U.S.-Guernsey IGA and/or the CRS to their particular circumstances.

UK TAXATION

The following paragraphs are intended only as a general guide and are based on current legislation and 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 and domiciled in the UK, who are the absolute beneficial owners of their Shares and who hold their Shares as an investment. They do not address the position of certain classes of Shareholders such as dealers in securities, insurance companies or collective investment schemes.

If you are in any doubt as to your tax position or if you are subject to tax in a jurisdiction outside the UK, you should consult an appropriate professional adviser without delay.

The Company

The Directors intend that the affairs of the Company should be managed and conducted so that it does not become resident in the UK for UK taxation purposes. The Company should not be treated as UK resident provided that it is an AIF and is authorised or regulated outside of the UK, or if not authorised or regulated, has its registered office outside of the UK. 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

Income

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 have a £5,000 tax-free dividend allowance which exempts the first £5,000 of a Shareholder's dividend income from income tax. The dividend tax-free allowance will be reduced to £2,000 for dividends paid on or after 6 April 2018. For dividend income in excess of this, UK resident individual Shareholders who are additional rate taxpayers (broadly those that pay income tax at the 45 per cent. rate) will be liable to income tax at 38.1 per cent., higher rate taxpayers (broadly those that pay income tax at the 40 per cent. rate) will be liable to income tax at 32.5 per cent. and other individual taxpayers will be liable to income tax at 7.5 per cent.

A UK resident corporate Shareholder will be liable to UK corporation tax (currently 19 per cent.) on dividend income from the Company unless the Shareholder is not a "small company" and the dividend falls within one of the exempt classes set out in Part 9A of the Corporation Tax Act 2009. While dividends may fall within one of such exempt classes, 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

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 and domiciled Shareholders who are individuals are entitled to an annual exemption from capital gains (£11,300 for the year 2017/18). Chargeable gains on a disposal of Ordinary Shares in excess of the annual exemption are currently subject to tax at a rate of 10 per cent. if the individual's taxable income and gains for the year is less than the basic rate band (currently £33,500 for 2017/18). Higher or additional rate individual taxpayers would be subject to tax on their chargeable gains on a disposal of Ordinary Shares at a rate of 20 per cent. Certain reliefs in respect of chargeable gains may also be available under UK legislation. Shareholders should seek their own professional advice to ascertain whether any would apply.

Shareholders who are individuals and who cease to be 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 Shares. Indexation allowance up to the end of December 2017 may apply to reduce any chargeable gain arising on disposal of the Shares but will not create or increase an allowable loss.

The Company is expected not to constitute an offshore fund for the purposes of UK taxation and therefore the provisions of Part 8 of the Taxation (International and Other Provisions) Act 2010 should not apply.

Scrip dividends

The Company may give Shareholders an option to receive a scrip dividend instead of a cash dividend. The receipt of a scrip dividend by a UK tax resident individual shareholder is generally subject to income tax on the cash equivalent value of the shares at the applicable dividend tax rate. If the scrip dividend is treated as a dividend of a capital nature in Guernsey it is possible that the receipt of the scrip dividend may not be subject to income tax for UK tax resident individual Shareholders.

Other UK tax considerations

Although not typically applying to listed companies with a widely held investor base, attention is drawn to the following anti-avoidance provisions.

In respect of UK resident Shareholders, attention 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 one quarter of the Shares. This applies if the Company is a "close company" for the purposes of UK taxation. A close company is broadly a company which is under the control of five or fewer participators or participators who are directors; or one in which more than half the assets of the company would be distributed to five or fewer participators or to participators who are directors, in the event of the company being wound up. A participator for these purposes is broadly any person having a share or interest in the capital or income of the Company. 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 a UK tax resident company if the Company is controlled directly or indirectly by persons who are resident in the UK and profits are deemed to be artificially diverted outside of the UK under these provisions.

ISAs, SSASs and SIPPs

The New Ordinary Shares will be a qualifying investment for the stocks and shares component of an ISA, provided they are acquired by an ISA plan manager pursuant to an Offer for Subscription or a public offer which is an Intermediaries Offer. On Admission, New Ordinary Shares acquired in the market should be eligible for inclusion in a stocks and shares ISA. For the 2017/18 and 2018/19 tax years, ISAs have an overall subscription limit of £20,000, all of which can be invested in stocks and shares.

In addition, the New Ordinary Shares in the Company acquired under any Offer for Subscription and/or any Intermediaries Offer will be eligible for inclusion in a Small Self Administered Scheme (SSAS) or a Self Invested Personal Pension (SIPP) subject to the discretion of the trustees of the SSAS or SIPP, as the case may be.

If you are in any doubt as to your tax position you should consult your professional adviser.

UK stamp duty and stamp duty reserve tax

Subject to the following, any transfer of Shares effected by executing a written transfer instrument will be liable to ad valorem stamp duty (currently at the rate of 0.5 per cent. of the amount or value of consideration provided in cash, debt and certain stock and securities) with a rounding up to the nearest £5 which will become payable within 30 days of execution of the relevant transfer instrument. Interest and penalties apply in cases of late stamping of instruments. However, in practice there is no need to pay stamp duty provided that the transfer instrument is executed and retained outside the UK, and provided the Shares in question have not been issued by a UK incorporated or registered company. Unstamped transfer instruments, however, may not be used for certain official purposes (e.g. civil litigation, updating the share registers of a UK-incorporated or registered company) in the UK until they are duly stamped.

Most transfers of Shares are expected to be settled within the CREST system for paperless transfers. No stamp duty liability should consequently arise on the basis that the transfer should not be effected by executing a transfer instrument.

Stamp duty reserve tax arises on entry into unconditional (or conditional which become unconditional) agreements to transfer chargeable securities (broadly, securities issued by a UK incorporated company or securities registered in the UK) and applies at a rate currently of 0.5 per cent. of the consideration provided in money or money's worth.

Provided that all the following conditions are met, it is expected that an entry into an agreement to transfer Shares (including agreements settled in CREST) should not be liable to stamp duty reserve tax:

(a) the Company remains incorporated outside the UK;

(b) the Shares are not held on any register kept in the UK by or on behalf of the Company; and

(c) the Shares are not paired with any shares issued by a UK body corporate.

In the ordinary course of events, liability to pay any stamp duty or stamp duty reserve tax is that of the purchaser or transferee.

Special rules apply to agreements made by market makers and broker-dealers in the ordinary course of their business.

Special rules apply to issuing or transferring shares into clearance services or to depositary receipt issuers or nominees for either, and to the transfer of shares within a clearance service.

PART 8

FINANCIAL INFORMATION ON THE COMPANY

1. INTRODUCTION

The Company's financial year end is 31 March. Statutory accounts for the Company prepared in accordance with IFRS for: (i) the period from incorporation on 12 December 2013 to 31 March 2015; (ii) the year ended 31 March 2016; and (iii) the year ended 31 March 2017 have been delivered to the Guernsey Financial Services Commission. The Company's auditors, Deloitte LLP, made an unqualified report in respect of all three sets of statutory accounts.

Deloitte LLP has been the only auditor of the Company since its incorporation. Deloitte LLP is independent of the Company and is registered to carry on audit work by the Institute of Chartered Accountants in England and Wales.

2. PUBLISHED REPORT AND ACCOUNTS FOR THE PERIOD FROM INCORPORATION ON 12 DECEMBER 2013 TO 31 MARCH 2015, FOR THE YEAR ENDED 31 MARCH 2016, FOR THE YEAR ENDED 31 MARCH 2017 AND FOR THE SIX MONTH PERIOD TO 30 SEPTEMBER 2017

2.1 ***Incorporation by reference***

Certain financial information regarding the Company has been incorporated by reference in, and form part of, this Prospectus. The documents containing the relevant financial information are the published annual report and audited accounts of the Company: (i) for the period from incorporation on 12 December 2013 to 31 March 2015; (ii) for the year ended 31 March 2016; and (iii) for the year ended 31 March 2017, and the unaudited half year report for the six month period ended 30 September 2017. The information incorporated by reference into this Prospectus, should be read and construed in conjunction with such documents, except for documents incorporated by reference therein.

Where this document makes reference to other documents, such other documents are not incorporated into and do not form part of this document. Any information contained in any of the documents incorporated by reference which is not incorporated in and does not form part of this document is either not relevant for investors or is covered elsewhere in the document.

2.2 ***Historical financial information***

The tables below identify specific items of historical information relating to the Company contained in the published annual report and audited accounts of the Company: (i) for the period from incorporation on 12 December 2013 to 31 March 2015; (ii) for the year ended 31 March 2016; and (iii) for the year ended 31 March 2017, and in the unaudited half year report for the six month period ended 30 September 2017. The page numbers specified in the table below refer to the relevant pages of the relevant annual report and audited accounts/unaudited half year report (as applicable):

Nature of information	*For the six month period ended 30 September 2017 (unaudited) Page*	*For the year ended 31 March 2017 Page*	*For the year ended 31 March 2016 Page*	*For the period from 12 December 2013 to 31 March 2015 Page*
Condensed unaudited income statement/Income statement	26	82	70	62
Condensed unaudited income statement/Income Statement/ Statement of comprehensive income	26	82	70	62
Condensed unaudited statement of financial position/Statement of financial position	27	83	71	63
Condensed unaudited statement of changes in equity/Statement of changes in equity	28	84	72	64
Condensed unaudited cash flow statement/Cash flow statement	29	85	73	64
Significant accounting policies	30	86	74	65
Notes to the financial statements	30	86	74	65
Independent review report to the Company/ Independent auditor's report to the members of the Company	25	77	66	57
Chairman's statement	6	5	5	6
Investment Adviser's Report/ Strategic report	11	12	11	9
Investment Portfolio and valuation	5	32	27	25

Selected financial information

The key figures that summarise the financial condition of the Company in respect of the period from incorporation on 12 December 2013 to 31 March 2015, the year ended 31 March 2016, the year ended March 2017 and the six month period to 30 September 2017, which have been extracted directly from the historical financial information referred to in paragraph 2.2 of this Part 8, above, are set out in the following table:

	As at 30 September 2017 (unaudited)	*As at 31 March 2017*	*As at 31 March 2016*	*As at 31 March 2015*
Total assets (£m)	375.9	341.1	217.7	162.7
Total liabilities (£m)	(1.2)	(1.1)	(0.8)	(0.8)
Net assets (£m)	374.7	340.0	216.9	161.9
Net assets per Ordinary Share (p)	99.0	100.1	96.7	101.2
Earnings per Ordinary Share (p)	1.80	9.31	3.01	5.85

2.3 ***Operating and financial review***

The published annual report and audited accounts of the Company: (i) for the period from incorporation on 12 December 2013 to 31 March 2015; (ii) for the year ended 31 March 2016; and (iii) for the year ended 31 March 2017, and in the unaudited half year report for the six month period ended 30 September 2017 included, on the pages specified in the table below, descriptions of the Company's financial condition (in both capital and revenue terms), changes in its financial condition and details of the Fund's portfolio of investments and investment activity:

	As at 30 September 2017 (unaudited)	*As at 31 March 2017*	*As at 31 March 2016*	*As at 31 March 2015*
Chairman's statement	6	5	5	6
Investment Adviser's Report/ Strategic report	11	12	11	9
Report of the Directors	N/A	63	55	48

3. WORKING CAPITAL

The Company is of the opinion that the working capital available to the Group is sufficient for the Group's present requirements, being for at least the next 12 months from the date of this Prospectus.

4. CAPITALISATION AND INDEBTEDNESS

The following tables show the capitalisation of the Company at 30 September 2017 and indebtedness of the Company as at 31 December 2017. The figures for the capitalisation have been extracted from the published unaudited half year report of the Company for the six month period to 30 September 2017 and those for the indebtedness as at 31 December 2017 have been extracted from the management accounts of the Company for the nine month period to 31 December 2017.

The following table shows the Company's gross indebtedness as at 31 December 2017:

	As at 31 December 2017 £000
Total Current Debt	
Guaranteed	Nil
Secured	Nil
Unguaranteed/Unsecured	Nil
Total Non-Current debt	
(excluding current portion of long-term debt)	
Guaranteed	Nil
Secured	Nil
Unguaranteed/unsecured	Nil

The following table shows the Company's capitalisation as at 30 September 2017:

	As at 30 September 2017 £000
Shareholders' equity	
Share capital	Nil
Legal reserve	Nil
Other reserves	374,307[18]
Total	**374,307**

There has been no material change in the capitalisation of the Company since 30 September 2017.

The following table shows the Company's net indebtedness as at 31 December 2017:

	As at 31 December 2017 £000
Net indebtedness	
Cash	2,784
Cash equivalent	Nil
Trading securities	Nil
Liquidity	**2,784**
Current financial receivables	**Nil**
Current Bank debt	Nil
Current portion of non current debt	Nil
Other current financial debt	Nil
Current Financial Debt	**Nil**
Net Current Financial Indebtedness	**(2,784)**
Non current Bank loans	Nil
Bonds Issued	Nil
Other non current loans	Nil
Non current Financial Indebtedness	**Nil**
Net Financial Indebtedness	**(2,784)**

The Company meets the definition of an Investment Entity under IFRS and accordingly is precluded from consolidating its subsidiaries which are themselves investment entities (including the intermediate holding companies John Laing Environmental Assets Group (UK) Limited, HWT Limited and JLEAG

18 Includes other equity reserves created on issuance of shares of nil par value.

Solar 1 Limited). The Company accounts for its investment in subsidiaries at fair value, and accordingly assets, liabilities, profits and losses of the Company's subsidiaries are excluded from the Company's financial statements and recognised at fair value within the Company's "total assets".

In assessing the indebtedness of the Company, it is also relevant to consider the financial position of the Company's two recourse subsidiaries John Laing Environmental Assets Group (UK) Limited, HWT Limited and JLEAG Solar 1 Limited (the "**recourse investment group**").

The indebtedness of the recourse investment group at 31 December 2017 was a net liability of £50.4 million, comprising £5.4 million of cash and £56.4 million of debt (unsecured) in respect of John Laing Environmental Assets Group (UK) Limited, £0.6 million of cash in respect of JLEAG Solar 1 Limited and non-material cash and liabilities amounts in respect of HWT Limited. These amounts are included in the Company's net assets as set out above.

5. NO SIGNIFICANT CHANGE

Save for: (i) the interim dividend of 1.5775 pence per Ordinary Share resulting in a cash distribution of £5.97 million paid on 22 December 2017; (ii) the declaration of an interim dividend of 1.5775 pence per Ordinary Share announced on 23 January 2018 resulting in a cash distribution of £5.97 million paid on 22 February 2018; (iii) the completion of acquisition of the Llynfi Afan Wind project for a cash consideration of £43.0 million; (iv) the completion of an investment in the Icknield Farm AD project for aggregate consideration of approximately £11.0 million; (v) the draw down of £47.6 million under the Facility to finance the investments described in (iii) and (iv) above; and (vi) the decrease in the (unaudited) NAV per Ordinary Share from 99.0p to 98.5p as of 31 December 2017, there has been no significant change in the financial or trading position of the Group since 30 September 2017, the date to which the unaudited half year report for the six month period to 30 September 2017 has been prepared.

6. EXTRACTION OF FINANCIAL INFORMATION

The financial information relating to the Company contained in this Part 8 has been extracted without material adjustment from the published annual report and audited accounts of the Company for the financial periods ended 31 March 2015, 31 March 2016, 31 March 2017 and from the published unaudited half year report of the Company for the six month period ended 30 September 2017 (all of which have been incorporated by reference into this Prospectus to the extent and as explained in this Part 8).

7. AVAILABILITY OF ANNUAL REPORT AND AUDITED ACCOUNTS FOR INSPECTION

Copies of the published annual report and audited accounts of the Company for the period from incorporation on 12 December 2013 to 31 March 2015, the year ended 31 March 2016, the year ended 31 March 2017, and a copy of the published unaudited half year report of the Company for the six month period ended 30 September 2017 are available for inspection as provided in paragraph 15 of Part 9 of this Prospectus and on the Company's website at http://www.jlen.com.

PART 9

ADDITIONAL INFORMATION

1. INCORPORATION AND ADMINISTRATION

1.1 The Company was incorporated with limited liability in Guernsey under the Law on 12 December 2013 with registered number 57682 to be a closed-ended investment fund.

1.2 The registered office and business address of the Company is Sarnia House, Le Truchot, St Peter Port, Guernsey GY1 1GR, Channel Islands and the telephone number is 01481 737600. The statutory records of the Company are kept at this address. The Company operates under the Law and the regulations made thereunder. The New Ordinary Shares will conform with the Law and the regulations made thereunder, will have all necessary statutory and other consents and are duly authorised according to, and will operate in conformity with, the Memorandum of Incorporation and Articles of Incorporation.

1.3 The Company is a closed-ended investment company registered with the Commission under the RCIS Rules. Registered schemes are supervised by the Commission insofar as they are required to comply with the requirements of the RCIS Rules, including requirements to notify the Commission of certain events and the disclosure requirements of the Commission's Prospectus Rules 2008. The Company is not regulated or authorised by the FCA but is subject to the Listing Rules applicable to closed-ended investment companies.

1.4 The Company's accounting period ends on 31 March of each year.

1.5 The Fund derives earnings from its gross assets in the form of dividends and interest.

1.6 Changes in the authorised and issued share capital of the Company since incorporation are summarised in paragraph 3 of this Part 9.

1.7 Deloitte LLP has been the only auditor of the Company since its incorporation. Deloitte LLP is independent of the Company and is registered to carry on audit work by the Institute of Chartered Accountants in England and Wales. The annual report and accounts are prepared under IFRS. The values of the assets in the Company's portfolio are determined in accordance with IFRS.

2. DIRECTORS

2.1 The Directors of the Company are:

Name	*Function*	*Date of Appointment*
Richard Morse	Chairman	12 December 2013
Christopher Legge	Director	12 December 2013
Denise Mileham	Director	12 December 2013
Peter Neville	Director	12 December 2013
Richard Ramsay	Director	12 December 2013

all care of the Company's registered office at Sarnia House, Le Truchot, St Peter Port, Guernsey GY1 1GR, Channel Islands.

2.2 Further details relating to the Directors are disclosed in Part 4 of this Prospectus.

3. SHARE CAPITAL

3.1 Upon incorporation, the Company was authorised to issue an unlimited number of shares. By special resolution of the founder Shareholder of the Company, passed on 13 February 2014, replacement articles of incorporation were adopted, which set out the different classes of Shares that may be issued by the Company and the rights and restrictions attaching to them. The unclassified Shares may be issued as, amongst other things, Ordinary Shares, C Shares or otherwise on such terms and conditions as the Directors may from time to time determine in accordance with the Articles of Incorporation and the Law. At incorporation, one Share was

subscribed for by the subscriber to the Memorandum of Incorporation. The subscriber Share was transferred to John Laing Investments Limited on the date of the IPO for a consideration of 100 pence (and formed part of John Laing Investment Limited's subscription for Ordinary Shares as part of the IPO).

3.2 In addition to the issue of the subscriber Share referred to in paragraph 3.1 above, the Company issued:

(a) pursuant to the IPO, a further 159,999,999 Ordinary Shares on 31 March 2014;

(b) pursuant to a placing and offer for subscription, 59,405,940 Ordinary Shares on 15 July 2015;

(c) pursuant to a placing programme launched on 4 June 2015:

(i) 4,950,495 Ordinary Shares on 15 July 2015; and

(ii) 36,000,000 Ordinary Shares on 1 June 2016;

(d) by way of tap issues between 28 July 2016 and 14 December 2016, 24,285,643 Ordinary Shares;

(e) pursuant a placing programme launched on 16 December 2016:

(i) 55,000,000 Ordinary Shares on 13 February 2017; and

(ii) 38,834,951 Ordinary Shares on 12 July 2017.

3.3 By special resolution of the founder Shareholder of the Company, passed on 13 February 2014, the Company was granted Shareholder authority (subject to the Listing Rules and all other applicable legislation and regulations) to purchase in the market up to 14.99 per cent. per annum of the Ordinary Shares in issue immediately following the IPO. This authority was renewed by special resolution (in respect of up to 14.99 per cent. per annum of the Ordinary Shares in issue immediately following the passing of the resolution) at the annual general meeting of the Company held on 14 August 2014, and was renewed again at the 2015 AGM, 2016 AGM and 2017 AGM. The current authority will expire at the conclusion of the next annual general meeting of the Company to be held in 2018 or 18 months from the date of the special resolution, whichever is the earlier, unless such authority is varied, revoked or renewed prior to such time. The Directors intend to seek renewal of this authority from Shareholders at each annual general meeting.

3.4 In accordance with the power granted to the Board by the Articles of Incorporation, pursuant to the Issuance Programme, subject to satisfaction of the conditions relevant to each Issue, an unknown number of unclassified shares would be issued as Ordinary Shares pursuant to resolutions of the Board to be passed prior to and conditional upon the relevant Admission dates in each case.

3.5 As at the date of this Prospectus, the Company's issued share capital is 378,477,029 Ordinary Shares of no par value, which are fully paid. All New Ordinary Shares issued pursuant to the Issuance Programme will be fully paid. No C Shares are in issue as at the date of this Prospectus.

3.6 Assuming the Company issues the maximum number of New Ordinary Shares available for issue under the Issuance Programme, immediately following the final Admission under the Issuance Programme, the issued share capital of the Company will consist of 578,477,029 Ordinary Shares.

3.7 The Articles provide that the Company is not permitted to allot equity securities (being Shares or rights to subscribe for, or convert securities into, Shares) or sell (for cash) any Shares that immediately before the sale are held by the Company in treasury, unless it shall first have made an offer to each person who holds equity securities of the same class to allot to him on the same or more favourable terms a proportion of those securities that is as nearly as practicable equal to the proportion in number held by him of the share capital of the Company and the period for acceptance of such offer has expired or the Company has received notice of acceptance or

refusal of every offer made. These pre-emption rights may be excluded or modified by special resolution of the Shareholders. Subject to these pre-emption rights, the Directors have power to issue further Shares.

3.8 As Issues under the Issuance Programme are not pre-emptive, the Company will seek the approval of Shareholders, under the Pre-emption Resolution to be proposed at the Extraordinary General Meeting, to disapply and exclude pre-emption rights in respect of up to 200 million New Ordinary Shares (being the maximum number of New Ordinary Shares that may be issued pursuant to the Issuance Programme).

3.9 By special resolution of the founder Shareholder of the Company, passed on 13 February 2014, the Company disapplied and excluded the pre-emption rights set out in the Articles in relation to the issue of Ordinary Shares pursuant to the IPO and the issue of the aggregate number of Ordinary Shares as represented less than 10 per cent. of the number of Ordinary Shares admitted to trading on the Main Market immediately following the IPO. This disapplication and exclusion was renewed by special resolution at the annual general meeting of the Company held on 14 August 2014 and at the 2015 AGM. It was renewed again by special resolution (in respect of the issue of up to an aggregate number of Ordinary Shares as represents less than 10 per cent. of the number of Ordinary Shares admitted to trading on the Main Market immediately following the passing of the resolution) at the 2016 AGM and again at the 2017 AGM. The resolution passed at the 2017 AGM will expire at the conclusion of the next annual general meeting of the Company or 18 months from the date of the special resolution, whichever is the earlier, unless such authority is varied, revoked or renewed prior to such time.

3.10 Subject to the exceptions set out in paragraph 9.11 of this Part 9, Shares are freely transferable and Shareholders are entitled to participate (in accordance with the rights specified in the Articles) in the assets of the Company attributable to their Shares in a winding-up of the Company or a winding-up of the business of the Company.

3.11 Save as disclosed in this Part 9 or in connection with the Issuance Programme as described in this Prospectus, since the date of its incorporation no share or loan capital of the Company has been issued or agreed to be issued, or is now proposed to be issued, either for cash or any other consideration and no commissions, discounts, brokerages or other special terms have been granted by the Company in connection with the issue or sale of any such capital.

3.12 No share or loan capital of the Company is under option or has been agreed, conditionally or unconditionally, to be put under option.

3.13 All the New Ordinary Shares will be in registered form and eligible for settlement in CREST. Temporary documents of title will not be issued.

3.14 The net proceeds of the Initial Placing will be used to repay amounts drawn under the Facility in readiness for further acquisitions from an identified pipeline of attractive opportunities on which the Company wishes to capitalise in the short-term. The net proceeds of any Issues undertaken pursuant to the Issuance Programme will be used to repay amounts drawn under the Facility and/or to fund acquisition opportunities in accordance with the Company's Investment Policy, subject to the circumstances at the time of each Issue.

3.15 Had the Initial Placing been effected as at 30 September 2017 (the date as at which the most recent unaudited financial statements published by the Company which are incorporated by reference in this Prospectus were prepared), and on the basis that the proposed size of the Initial Placing is reached and the maximum Placing Fees are paid, the effect of the Initial Placing on the assets and liabilities of the Company shown in the balance sheet would be an additional cash holding of approximately £29.4 million, reflecting the net proceeds of the Initial Placing which would, if such net proceeds are invested in Further Investments that are earnings accretive, or applied to reduce the outstanding balance on the Facility to facilitate the making of such Further Investments, be earnings enhancing. While it is not possible to estimate accurately the net proceeds of the Issuance Programme, as the costs are expected to vary, it is expected that the effect would be a further additional cash holding which would, if invested in Further Investments that are earnings accretive, also be earnings enhancing.

4. UK HOLDCO

4.1 As explained in Part 1 of this Prospectus under the heading "Fund Structure", the Company holds its investments through UK Holdco. UK Holdco invests in projects either directly or indirectly through intermediate wholly-owned companies and/or other entities.

4.2 UK Holdco was incorporated in England and Wales on 22 January 2014 as a private limited company under the Companies Act 2006 with registered number 8856505 and having its registered office at 1 Kingsway, London WC2B 6AN.

4.3 The directors of UK Holdco include David Hardy, Chris Holmes and Chris Tanner, who are also employees, partners or directors of the Investment Adviser and the John Laing Group. As such, there is a potential conflict of interest between their duties to UK Holdco and their duties to the Investment Adviser.

4.4 As at the date of this Prospectus, 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 by any statutory or regulatory authority (including designated professional bodies) nor has he 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.

4.5 The Company holds the entire issued share capital in UK Holdco.

5. DIRECTORS' AND OTHER INTERESTS

5.1 As at the date of this Prospectus the Directors and their connected persons hold the following Ordinary Shares in the Company:

Richard Morse	83,042 Ordinary Shares
Christopher Legge	29,896 Ordinary Shares
Denise Mileham	28,160 Ordinary Shares
Peter Neville	29,896 Ordinary Shares
Richard Ramsay	53,813 Ordinary Shares

5.2 The Directors do not intend to subscribe (directly or indirectly) for any New Ordinary Shares under the Initial Placing. The Directors may subscribe for New Ordinary Shares pursuant to one or more other Issues under the Issuance Programme.

5.3 The Directors shall be remunerated for their services at such rate as the Directors shall from time to time determine. The aggregate remuneration and benefits in kind of the Directors in respect of the Company's accounting period ending on 31 March 2018 which will be payable out of the assets of the Company are not expected to exceed £250,000 (plus expenses). It is expected that the Chairman will receive a base Director's fee of £62,700 per annum, Mr Ramsay will receive a base Director's fee of £47,300 per annum, and the other Directors will each receive a base Director's fee of £37,000 per annum. No Director of the Company has waived or agreed to waive future emoluments nor has any Director waived any such emolument during the current financial year. No commissions or performance related payments have been or will be made to the Directors by the Company. The aggregate remuneration of the Directors shall not exceed £300,000 per annum (or such other sum as the Company in general meeting shall determine).

5.4 The table below sets out the Directors' remuneration approved and actually paid for the year ended 31 March 2017:

Director	*Base paid 2016/2017*	*Additional fees for fundraising in 2016/2017*	*Total fees for 2016/2017*
Richard Morse	£61,000	£5,000	£66,000
Richard Ramsay	£46,000	£5,000	£51,000
Christopher Legge	£36,000	£5,000	£41,000
Denise Mileham	£36,000	£5,000	£41,000
Peter Neville	£36,000	£5,000	£41,000
Total	£215,000	£25,000	£240,000

Where the Company requires Directors to work on specific corporate actions such as further equity raisings, an additional fee will be appropriately determined. Additional fees payable to the Directors for the year ended 31 March 2017 relate to the fundraisings carried out during the year.

5.5 Directors are entitled to claim reasonable expenses which they incur attending meetings or otherwise in performance of their duties relating to the Company. The total amount of Directors' expenses paid for the year ended 31 March 2017 was £1,578.

5.6 There are no amounts set aside or accrued by the Company to provide pension, retirement or similar benefits for the Directors.

5.7 No Director has a service contract with the Company, nor are any such contracts proposed. The Directors were appointed as non-executive directors by the subscribers to the Memorandum of Incorporation on the incorporation of the Company. Their appointments were confirmed by letters dated 19 December 2013. The Directors' appointments are subject to the Articles of Incorporation and can be terminated in accordance with the Articles of Incorporation without notice and without compensation.

5.8 On 1 January 2012, the Commission's "Finance Sector Code of Corporate Governance" (as amended, the "**GFSC Code**") came into effect, which 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 Corporate Governance Code or the AIC Code are deemed to meet the requirements of the GFSC Code. Accordingly, other than as set out below, the Company currently complies with the GFSC Code.

5.9 The Company is a member of the AIC and is classified within the infrastructure (renewable energy) sector. The Company currently complies (except as set out at the end of this paragraph) with the principles of good governance contained in the AIC Code (which complements the Corporate Governance Code and provides a framework of best practice for listed investment companies) and has decided to follow the AIC's Corporate Governance Guide for Investment Companies (the "**AIC Guide**"), and in accordance with the AIC Code, the Company will be meeting its obligations in relation to the Corporate Governance Code and associated disclosure requirements of the Listing Rules. The Corporate Governance Code includes provisions relating to the role of the chief executive, executive directors' remuneration and the need for an internal audit function. For the reasons set out in the AIC Guide, and as explained in the Corporate Governance Code, the Board considers these provisions are not relevant to the position of the Company, as it has no executive directors, employees or internal operations.

5.10 No loan has been granted to, nor any guarantee provided for the benefit of, any Director by the Company.

5.11 There are no potential conflicts of interest between the duties of the Directors to the Company and their private interests or other duties and none of the Directors has, or has had, any material personal 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. There are no family relationships between the Directors of the Company.

6. OTHER DIRECTORSHIPS

6.1 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 any time in the previous five years:

Name	*Current directorships and partnerships*	*Past directorships and partnerships*
Richard Morse (*Chairman*)	Bandmaster Solutions Limited Bazalgette Tunnel Limited CCM Research Limited Heathrow Southern Railway Limited The Grange Festival Woodard Corporation	Greenhill and Co (International) LLP Howard de Walden Estates Limited Isis Solar Limited Opus Corporate Finance LLP W4B Bristol Limited W4B Portland Limited Ripon College, Cuddesdon Thames Tideway Tunnel Limited
Christopher Legge	Aquitaine Group Limited Aquitaine Holdings Limited Ashmore Global Opportunities Limited Coller Investment Management Limited Crownstone European Properties Limited DARF Holdings (Sterling) Limited DARF Holdings (USD) Limited De Beauvoir Investment Holdings Limited Global Asset Holder A Limited Global Asset Holder C Limited Multi-Manager Investment Programmes PCC Limited Multi-Credit Capital Holdings 1 Limited Multi-Credit Capital Holdings 2 Limited Multi-Credit Asset Holder (C) Limited Sherborne Investors (Guernsey) B Limited Sherborne Investors (Guernsey) C Limited Third Point Offshore Investors Limited TwentyFour Select Monthly Income Fund Limited UK Asset Holder (A) Limited UK Asset Holder (C) Limited	Baring Vostok Investments PCC Limited BH Macro Limited Blueclouds Property Limited Burland Investments Inc Certidor Limited European Equity Asset Holder (A) Limited European Equity Asset Holder (C) Limited GEF Asset Holder Limited GM Trustees Limited Goethe Management Limited Goldman Sachs Dynamic Opportunities Limited Global Capital Holdings 1 Limited Global Capital Holdings 2 Limited Global High Yield Asset Holder (A) Limited Global High Yield Asset Holder (C) Limited High Desert Properties, Inc Home-Start Guernsey LBG Japanese Equity Asset Holder (A) Limited Japanese Equity Asset Holder (C) Limited LPE Limited NAEF Asset Holder Limited North American Asset Holder (C) Limited North Twenty, Inc Pacific Basin Asset Holder (A) Limited Pacific Basin Asset Holder (C) Limited Pinnacle Peak, Inc Regency Court Property Limited Roseanne Investment Holdings Limited

Name	*Current directorships and partnerships*	*Past directorships and partnerships*
Christopher Legge (*continued*)		Schroder Global Real Estate Securities Limited Steamforce Estates Inc St Helier Investments Limited Trafalgar Court Holdings Limited Trafalgar Court Limited Tredoric Limited US Equity Holdings Limited
Denise Mileham	Cornwood International Limited	FPP (General Partner) Inc FPP Japan Fund Inc Goldbridge Fund Management Company (Guernsey) Limited Resolution Holdings (Guernsey) Limited Resolution Limited
Peter Neville	87 Winchester Street Limited The Channel Islands Competition and Regulatory Authorities Guernsey Adult Literacy Project Guernsey Community Savings LBG	Mytrah Energy Limited Guernsey Youth Commission Kleinwort Benson (Channel Islands) Limited Kleinwort Benson Channel Islands Holdings Limited
Richard Ramsay	Castle Trust Capital Management Ltd Castle Trust Capital Nominees Ltd Castle Trust Capital plc Castle Trust Direct plc Castle Trust Finance Ltd Castle Trust Income Housa plc Castle Trust POS Limited Castle Trust Services Limited Castle Trust Treasury Limited GPS Malta Ltd Seneca Global Income & Growth plc Northcourt Ltd Richard Ramsay Limited URICA Ltd Wolsey Group Limited	Castleton Technology plc Redcentric plc Omni Capital Consumer Finance Limited Omni Money Limited

6.2 At the date of this Prospectus, none of the Directors:

(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;

(c) has been subject to any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies), nor has ever 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; or

(d) 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 Prospectus.

6.3 The Company maintains directors' and officers' liability insurance on behalf of the Directors at the expense of the Company.

7. MAJOR INTERESTS AND RELATED PARTY TRANSACTIONS

7.1 Insofar as is known to the Company, as at the date of this 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:

Shareholder	*Number of Ordinary Shares held*	*Percentage held*
John Laing Pension Trust Limited	41,590,000	10.99%
Newton Investment Management Limited	36,706,833	9.70%
Baillie Gifford & Co Limited	22,700,000	6.00%
Legal & General Investment Management	19,493,475	5.15%

7.2 Those interested, directly or indirectly, in five per cent. or more of the issued share capital of the Company do not have different voting rights from other holders of Ordinary Shares in the Company.

7.3 The Company is not aware of any person who directly or indirectly, jointly or severally, will exercise or could exercise control over the Company.

7.4 The Company knows of no arrangements, the operation of which may result in a change of control of the Company.

7.5 Save as disclosed in this Prospectus, the Company has not entered into any transactions with related parties between the date of its incorporation and the date of this Prospectus.

8. MEMORANDUM OF INCORPORATION

The Memorandum of Incorporation provides that the Company's objects are unrestricted and it shall therefore have the full power and authority to carry out any object not prohibited by the Law, or any other law of Guernsey. Copies of the Memorandum of Incorporation are available for inspection at the addresses specified in paragraph 15 of this Part 9.

9. ARTICLES OF INCORPORATION

The Articles of Incorporation of the Company contain provisions, inter alia, to the following effect. Copies of the Articles of Incorporation are available for inspection at the addresses specified in paragraph 15 of this Part 9.

9.1 ***Share Capital***

The Company may issue an unlimited number of Shares of no par value each.

Ordinary Shares

The rights attaching to the Ordinary Shares shall be as follows:

(a) As to income – the holders of Ordinary Shares shall be entitled to receive, and participate in, any dividends or other distributions out of the profits of the Company attributable to the Ordinary Shares available for dividend or distribution and resolved to be distributed in respect of any accounting period or any other income or right to participate therein in accordance with paragraphs 9.8 and 9.9 inclusive.

(b) As to capital – the holders of Ordinary Shares shall be entitled on a winding up to participate in the distribution of capital in the manner described in paragraph 9.5.

(c) As to voting – the holders of the Ordinary Shares shall be entitled to receive notice of and to attend and vote at general meetings of the Company.

C Shares

The rights attaching to the C Shares shall be as set out in paragraph 9.21.

General

Without prejudice to any special rights previously conferred on the holders of any existing Shares or class of Shares, any Share (or option, warrant or other right in respect of a Share) in the Company may be issued with such preferred, deferred or other special rights or restrictions, whether as to dividend, voting, return of capital or otherwise, as the Board may determine.

To the extent required by section 292 of the Law, the Board is authorised to issue an unlimited number of Shares (or options, warrants or other rights in respect of Shares) which authority shall expire five years after the date of adoption of the Articles; in the event that the restrictions in section 292(3)(a) and/or (b)(i) of the Law are amended or removed, such authority shall be to the extent and for as long as is legally permissible. This authority may be further extended in accordance with the provisions of the Law.

9.2 ***Offers to Shareholders to be on a pre-emptive basis***

(a) The Company shall not allot equity securities to a person on any terms unless:

(i) it has made an offer to each person who holds equity securities of the same class in the Company to allot to him on the same or more favourable terms a proportion of those securities that is as nearly as practicable equal to the proportion in number held by him of the share capital of the Company; and

(ii) the period during which any such offer may be accepted has expired or the Company has received notice of the acceptance or refusal of every offer so made.

(b) Securities that the Company has offered to allot to a holder of equity securities in accordance with paragraph 9.2(a) may be allotted to him, or anyone in whose favour he has renounced his right to their allotment, without contravening the restriction referred to in paragraph 9.2(a).

(c) Shares held by the Company as treasury shares shall be disregarded for the purposes of the restriction referred to in paragraph 9.2(a), so that the Company is not treated as a person who holds equity shares; and the treasury shares are not treated as forming part of the equity share capital of the Company.

(d) Any offer required to be made by the Company pursuant to the restriction referred to in paragraph 9.2(a) should be made by a notice (given in accordance with paragraph 9.13) and such offer must state a period during which such offer may be accepted and such offer shall not be withdrawn before the end of that period. Such period must be a period of at least 21 days beginning on the date on which such offer is deemed to be delivered or received (as the case may be), pursuant to paragraph 9.13.

(e) The restriction referred to in paragraph 9.2(a) shall not apply in relation to the allotment of bonus shares, shares issued pursuant to the provisions of paragraph 9.9, or to a particular allotment of equity securities if these are, or are to be, wholly or partly paid otherwise than in cash.

(f) The Company may by special resolution resolve that the restriction referred to in paragraph 9.2(a) shall be excluded or that the restriction referred to in paragraph 9.2(a) shall apply with such modifications as may be specified in the resolution:

(i) generally in relation to the allotment by the Company of equity securities;

(ii) in relation to allotments of a particular description; or

(iii) in relation to a specified allotment of equity securities;

and any such resolution must: (i) state the maximum number of equity securities in respect of which the restriction referred to in paragraph 9.2(a) is excluded or modified; and

(ii) specify the date on which such exclusion or modifications will expire, which must be not more than five years from the date on which the resolution is passed.

(g) Any resolution passed pursuant to the provisions referred to in paragraph 9.2(f) may:

(i) be renewed or further renewed by special resolution of the Company for a further period not exceeding five years; and

(ii) be revoked or varied at any time by special resolution of the Company.

(h) Notwithstanding that any such resolution referred to in paragraphs 9.2(f) and 9.2(g) has expired, the Directors may allot equity securities in pursuance of an offer or agreement previously made by the Company if the resolution enabled the Company to make an offer or agreement that would or might require equity securities to be allotted after it expired.

(i) In relation to an offer to allot securities a reference (however expressed) to the holder of Shares of any description is to whoever was the holder of Shares of that description at the close of business on a date to be specified in the offer and the specified date must fall within the period of 28 days immediately before the date of the offer.

9.3 ***Issue of Shares***

Subject to the authority to issue Shares referred to in paragraph 9.1 or any extension thereof and to paragraph 9.2, the unissued Shares shall be at the disposal of the Board which may allot or grant options, warrants or other rights over or otherwise dispose of them to such persons on such terms and conditions and at such times as the Board determines but so that no Share shall be issued at a discount except in accordance with the Law and so that the amount payable on application on each Share shall be fixed by the Board.

9.4 ***Variation of class rights***

If at any time the share capital is divided into different classes of Shares, the rights attached to any class (unless otherwise provided by the terms of issue) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued Shares of that class or with the sanction of a special resolution of the holders of the Shares of that class.

9.5 ***Winding up***

The Company shall have an indefinite life. If the Company shall be wound up, the surplus assets remaining after payment of all creditors shall, subject to the provisions of the Articles, be divided among the Shareholders in accordance with the Articles.

Subject to the Articles, the surplus assets available for distribution among the Shareholders shall be applied in payment to the holders of the Ordinary Shares.

If the Company is wound up whether voluntarily or otherwise the liquidator may with the sanction of a special resolution divide among the Shareholders in specie any part of the assets of the Company and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the Shareholders as the liquidator with the like sanction shall think fit.

If any of the securities or other assets to be divided as aforesaid involve a liability to calls or otherwise any person entitled under such division to any of the said securities or assets may within fourteen (14) clear days after the passing of the special resolution, by notice in writing, direct the liquidator to sell his proportion and pay him the net proceeds and the liquidator shall, if practicable, act accordingly.

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 Shareholders or may enter into any other arrangements whereby the

Shareholders 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.

9.6 ***Disclosure of third party interests in Shares***

The Directors shall have power by notice in writing to require any Shareholder to disclose to the Company the identity of any person (other than the Shareholder) who has an interest in the Shares held by the Shareholder and the nature of such interest. Any such notice shall require any information in response to such notice to be given in writing within the prescribed period which is 28 days after service of the notice or 14 days if the Shares concerned represent 0.25 per cent. or more in value of the issued Shares of the relevant class or such other reasonable period as the Directors may determine. If any Shareholder has been duly served with such a notice and is in default for the prescribed period in supplying to the Company the information required by such notice, the Directors may serve a direction notice upon such Shareholder. 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 Shareholder, the Shareholder shall not be entitled to vote (either personally or by representative or by proxy) 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 on such Shares will be retained by the Company (without interest), and that no transfer of the Shares (other than a transfer approved under the Articles) shall be registered until the default is rectified.

9.7 ***Notification of interests***

The Articles incorporate by reference the provisions of Chapter 5 of the Disclosure Guidance and Transparency Rules (the "**Disclosure and Transparency Provisions**"). The Disclosure and Transparency Provisions detail the circumstances in which a person may be obliged to notify the Company within four trading days that he has an interest in voting rights in respect of Ordinary Shares. An obligation to notify the Company arises when the percentage of voting rights which a person holds reaches, exceeds or falls below 5 per cent., 10 per cent., 15 per cent., 20 per cent., 25 per cent., 30 per cent., 50 per cent. or 75 per cent. of the voting rights attaching to any class of the Shares.

In addition, the Company may, by issuing a written notice (a "**Disclosure Notice**"), require a Shareholder to disclose the nature of his interest in a relevant shareholding within such reasonable time as may be specified in the Disclosure Notice.

Where a Shareholder fails to comply with the Disclosure and Transparency Provisions, the Directors may by delivery of a notice to the applicable Shareholder (i) suspend the right of such Shareholder to vote in person or by proxy at any meeting of the Company (until a date that is no more than seven days after the Company has determined in its sole discretion that the Shareholder has cured the non-compliance with the provisions of Disclosure Guidance and Transparency Rule 5) and/or (ii) withhold, without any obligation to pay interest thereon, any dividend or other amount payable, render ineffective any election to receive Shares of the Company instead of cash in respect of any dividend or part thereof and/or prohibit the transfer of any Shares held by the Shareholder except with the consent of the Company.

9.8 ***Dividends***

Subject to compliance with section 304 of the Law, the Board may at any time declare and pay such dividends 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 half-yearly or otherwise on fixed dates whenever the position, in the opinion of the Board, so justifies.

The method of payment of dividends shall be at the discretion of the Board.

No dividend shall be paid in excess of the amounts permitted by the Law or approved by the Board.

Unless and to the extent that the rights attached to any Shares or the terms of issue thereof otherwise provide, all dividends shall be declared and paid *pro rata* according to the number of Shares held by each Shareholder. For the avoidance of doubt, where there is more than one class of Shares in issue, dividends declared in respect of any class of Share shall be declared

and paid *pro rata* according to the number of Shares of the relevant class held by each Shareholder.

The Board may deduct from any dividend payable to any Shareholder on or in respect of a Share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.

The Board may retain any dividend or other monies payable on or in respect of a Share on which the Company has a lien and may apply the same in or towards satisfaction of the liabilities or obligations in respect of which the lien exists.

The Board may retain dividends payable upon Shares in respect of which any person is entitled to become a Shareholder until such person has become a Shareholder.

With the sanction of the Company in general meeting by way of a special resolution, any dividend may be paid wholly or in part by the distribution of specific assets and, in particular, of paid-up Shares of the Company. Where any difficulty arises in regard to such distribution the Board may settle the same as it thinks expedient and in particular may issue fractional Shares and fix the value for distribution of such specific assets and may determine that cash payments shall be made to any Shareholders upon the basis of the value so fixed in order to adjust the rights of Shareholders and may vest any such specific assets in trustees for the Shareholders entitled as may seem expedient to the Board.

Any dividend, interest or other monies payable in cash in respect of Shares may be paid by cheque or warrant sent through the post to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register. Any one of two or more joint holders may give effectual receipts for any dividends, interest or other monies payable in respect of their joint holdings. In addition, any such dividend or other sum may be paid by any bank or other funds transfer system or such other means (including, in relation to any dividend or other sum payable in respect of Shares held in uncertificated form, by means of a computer-based system and procedures such as CREST in any manner permitted by the rules of the relevant system concerned) and to or through such person as the holder or joint holders (as the case may be) may in writing direct, and the Company shall have no responsibility for any sums lost or delayed in the course of any such transfer or where it has acted on any such directions. Any one of two or more joint holders may give effectual receipts for any dividends, interest, bonuses or other monies payable in respect of their joint holdings.

No dividend or other monies payable on or in respect of a Share shall bear interest against the Company.

All unclaimed dividends may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends unclaimed for a period of six years after having been declared shall be forfeited and shall revert to the Company.

9.9 ***Scrip Dividends***

The Board may, if authorised by an ordinary resolution of the Company, 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 specified by the ordinary resolution (a "**Scrip Dividend**") in accordance with the following provisions.

The ordinary resolution may specify a particular dividend (whether or not already declared) or may specify all or any dividends declared within a specified period, but such period may not end later than the conclusion of the fifth annual general meeting of the Company to be held following the date of the meeting at which the ordinary resolution is passed.

The basis of allotment shall be decided by the Board so that, as nearly as may be considered convenient, the value of the further Shares, including any fractional entitlement, is equal to the amount of the cash dividend which would otherwise have been paid.

For the purposes of the above 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.

The Board shall give notice to the Shareholders 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.

The dividend or that part of it in respect of which an election for the Scrip Dividend is made shall not be paid and instead further Shares of the relevant class shall be allotted in accordance with elections duly made and the Board shall capitalise a sum to the aggregate amount of the Shares to be allotted out of such sums available for the purpose as the Directors may consider appropriate.

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.

The Board may decide that the right to elect for any Scrip Dividend shall not be made available to Shareholders resident in any territory where, in the opinion of the Board, compliance with local laws or regulations would be impossible or unduly onerous.

The Board may do all acts and things considered necessary or expedient to give effect to the provisions of a Scrip Dividend election and the issue of any Shares in accordance with the provisions of this paragraph and the Law, and may make such provisions as they think fit in the case of Shares becoming distributable in fractions (including provisions under which, in whole or in part, the benefit of the fractional entitlements accrues to the Company rather than to the Shareholders concerned).

The Board may from time to time establish or vary a procedure for election mandates, under which a Shareholder may, in respect of any future dividends for which a right of election pursuant to this paragraph is offered, elect to receive Shares in lieu of such dividend on the terms of such mandate.

The Board shall not make a Scrip Dividend available unless the Company has sufficient unissued Shares and undistributed profits or reserves to give effect to elections which could be made to receive that Scrip Dividend.

For the avoidance of doubt, Shares allotted pursuant to this paragraph 9.9 in respect of all or part of any dividend shall not be treated as allotted for cash for the purposes of paragraph 9.2(a) and 9.2(e).

9.10 ***Uncertificated Shares – general powers***

Subject to the Law and the Guernsey Regulations, the Board may permit any class of Shares to be held in uncertificated form and to be transferred by means of a relevant system and may revoke any such permission. In relation to any Share which is for the time being held in uncertificated form, the Company may utilise the relevant system in which it is held to the fullest extent available from time to time in the exercise of any of its powers or functions under the Guernsey Regulations or the Articles or otherwise in effecting any actions and the Board may from time to time determine the manner in which such powers, functions and actions shall be so exercised or effected. Any provision in the Articles in relation to the uncertificated Shares which is inconsistent with (a) the holding of that Share in uncertificated form or transfer of title to that Share by means of a relevant system (b) any other provision of the Guernsey Regulations relating to Shares held in uncertificated form or (c) the exercise of any powers or functions by the Company or the effecting by the Company of any actions by means of a relevant system, shall not apply. Subject to the Guernsey Regulations, the Company may, by notice to the holder of that Share, require the holder to change the form of such Share to certificated form within such period as may be specified in the notice. For the purpose of effecting any action by the Company, the Board may determine that Shares held by a person in uncertificated form shall be treated as a separate holding from Shares held by that person in certificated form but Shares of a class held by a person in uncertificated form shall not be treated as a separate class from Shares of that class held by that person in certificated form.

9.11 ***Transfer of Shares***

Subject to such of the restrictions of the Articles as may be applicable (which such restrictions are described in the paragraphs immediately following this paragraph), any Shareholder may transfer all or any of his uncertificated Shares by means of a relevant system authorised by the Board in such manner provided for, and subject as provided, in the Guernsey Regulations or such as may otherwise from time to time be adopted by the Board on behalf of the Company and the rules of any relevant system and accordingly no provision of the Articles shall apply in respect of an uncertificated Share to the extent that it requires or contemplates the effecting of a transfer by an instrument in writing or the production of a certificate for the Shares to be transferred. Any Shareholder may transfer all or any of his certificated Shares by an instrument of transfer in any usual or common form or in any other form which the Board may approve. The 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. An instrument of transfer of a certificated Share need not be under seal.

The Board may, in its absolute discretion and without giving a reason, decline to transfer, convert or register any transfer of any Share in certificated form or (to the extent permitted by the Guernsey Regulations) uncertificated form which is not fully paid or on which the Company has a lien, provided, in the case of a listed or publicly traded share that this would not prevent dealings in the share from taking place on an open and proper basis. The Directors may also decline to register a transfer of Shares unless it is in respect of only one class of Shares, it is in favour of a single transferee or not more than four joint transferees; and in the case of a Share in certificated form, having been delivered for registration to the Office or such other place as the Board may decide, it is accompanied by the certificate(s) for the Shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer.

The Board may, in its absolute discretion, decline to register a transfer of any Shares to any person whose ownership may result in a person holding Shares in violation of the transfer restrictions put forth in any prospectus published by the Company, from time to time.

The Board may also decline to register a transfer of an uncertificated Share which is traded through the relevant system and in accordance with the Guernsey Regulations, where, in the case of a transfer to joint holders, the number of joint holders to whom the uncertificated Share is to be transferred exceeds four.

The Directors may, in their absolute discretion, refuse to register a transfer of any Shares to a person that they have reason to believe is (i) an "employee benefit plan" (within the meaning of Section 3(3) of ERISA) that is subject to Part 4 of Title 1 of ERISA, (ii) a plan, individual retirement account or other arrangement that is subject to Section 4975 of the US Internal Revenue Code of 1986, as amended (the "**US Tax Code**") or any other state, local laws or regulations that would have the same effect as regulations promulgated under ERISA by the US Department of Labor and codified at 29 C.F.R. Section 2510.3-101 to cause the underlying assets of the Company to be treated as assets of that investing entity by virtue of its investment (or any beneficial interest) in the Company and thereby subject the Company and the Investment Adviser (or other persons responsible for the investment and operation of the Company's assets) to laws or regulations that are similar to the fiduciary responsibility or prohibited transaction provisions contained in Title I of ERISA or Section 4975 of the US Tax Code, (iii) an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement (each of (i), (ii) and (iii) in this paragraph 9.11 a "**Plan**") or (iv) any person in circumstances where the holding of Shares by such person would (a) give rise to an obligation on the Company to register as an "investment company" under the Investment Company Act (including because the holder of the Shares is not a "qualified purchaser" as defined in the Investment Company Act), (b) preclude the Company from relying on the exception to the definition of "investment company" contained in Section 3(c)(7) of the Investment Company Act, (c) give rise to an obligation on the Company to register its Shares under the Exchange Act, the Securities Act or any similar legislation, (d) result in the Company not being considered a "Foreign Private Issuer" as that term is defined by Rule 3b-4(c) promulgated under the Exchange Act, (e) give rise to an obligation on the Investment Adviser to register as a commodity pool operator or commodity trading advisor under

the US Commodity Exchange Act of 1974, as amended, (f) cause the Company to be a "controlled foreign corporation" for the purposes of the US Tax Code, or cause the Company to suffer any pecuniary disadvantage (including any excise tax, penalties or liabilities under ERISA or the US Tax Code), or (g) give rise to the Company or the Investment Adviser becoming subject to any US law or regulation determined to be detrimental to it (each such person in this paragraph 9.11 a "**Prohibited US Person**"). Each person acquiring Shares shall by virtue of such acquisition be deemed to have represented to the Company that they are not a Prohibited US Person.

If the Board refuses to register the transfer of a Share it shall, within two months after the date on which the transfer was lodged with the Company, send notice of the refusal to the transferee.

Subject to the provisions of the Guernsey Regulations, the registration of transfers may be suspended at such times and for such periods (not exceeding 30 days in the aggregate in any one calendar year) as the Board may decide on giving notice in La Gazette Officielle and either generally or in respect of a particular class of Share except that, in respect of any Shares which are participating shares held in a relevant system, the register of members shall not be closed without the consent of the authorised operator of the relevant system.

9.12 ***Alteration of capital and purchase of Shares***

The Company may by ordinary resolution: consolidate and divide all or any of its share capital into shares of larger or smaller amounts than its existing Shares; subdivide all or any of its Shares into shares of a smaller amount subject to the paragraph below; cancel Shares which, at the date of the passing of the resolution, have not been taken up or agreed to be taken up by any person, and diminish the amount of its share capital by the amount of Shares so cancelled; convert all or any of its Shares, the nominal amount of which is expressed in a particular currency or former currency, into Shares of a nominal amount of a different currency, the conversion being effected at the rate of exchange (calculated to not less than three significant figures) current on the date of the resolution or on such other day as may be specified therein; or where its share capital is expressed in a particular currency or former currency, denominate or redenominate it, whether by expressing its amount in units or subdivisions of that currency or former currency, or otherwise.

In any subdivision under the paragraph above, the proportion between the amount paid and the amount, if any, unpaid on each reduced Share shall be the same as that proportion in the case of the Share from which the reduced Share was derived.

The Company may reduce its share capital, any capital account or any share premium account in any manner and with and subject to any authorisation or consent required by the Law.

The Company may, at the discretion of the Board, purchase any of its own Shares, whether or not they are redeemable, and may pay the purchase price in respect of such purchase to the fullest extent permitted by the Law.

9.13 ***Notices***

A notice or other communication may be given by the Company to any Shareholder either personally or by sending it by prepaid post addressed to such Shareholder at his registered address (or, subject to the provisions below, in electronic form) or if he desires that notices shall be sent to some other address or person to the address or person nominated for such purpose.

Any notice or other document, if served by post (including registered post, recorded delivery service or ordinary letter post), shall be deemed to have been served 48 hours after the time when the letter containing the same is posted and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly posted.

Any notice or other document that may be sent by the Company by courier will be deemed to be received 24 hours after the time at which it was dispatched.

Service of a document sent by post shall be proved by showing the date of posting, the address thereon and the fact of pre-payment.

Any notice or other document, if transmitted by electronic communication, facsimile transmission or other similar means which produces or enables the production of a document containing the text of the communication, shall, if so transmitted, be deemed to be received at the expiration of 24 hours after the time it was sent.

A notice may be given by the Company to the joint holders of a Share by giving the notice to the joint holder first named in the register in respect of the Share.

Any notice or other communication sent to the address of any Shareholder shall, notwithstanding the death, disability or insolvency of such Shareholder and whether the Company has notice thereof, be deemed to have been duly served in respect of any Share registered in the name of such Shareholder as sole or joint holder and such service shall, for all purposes, be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in any such Share.

All Shareholders shall be deemed to have agreed to accept communication from the Company by electronic means in accordance with sections 524 and 526 and schedule 3 of the Law unless a Shareholder notifies the Company otherwise. Such notification must be in writing and signed by the Shareholder and delivered to the Company's registered office or such other place as the Board directs. A Shareholder shall be entitled to require the Company to send him a version of a document or information in hard copy form.

9.14 ***General meetings***

The first general meeting of the Company was required to be held within eighteen (18) months of the date of incorporation as required by the Law (and was held on 14 August 2014) and thereafter general meetings shall be held once at least in each subsequent calendar year in accordance with section 199 of the Law but so that not more than fifteen (15) months may elapse between one annual general meeting and the next. At each such annual general meeting shall be laid copies of the Company's most recent accounts, Directors' report and, if applicable, the auditor's report in accordance with section 252 of the Law. The requirement for an annual general meeting may be waived by the Shareholders in accordance with section 201 of the Law. Other meetings of the Company shall be called extraordinary general meetings.

All general meetings shall be held in Guernsey.

A Shareholder participating by video link or telephone conference call or other electronic or telephonic means of communication in a meeting at which a quorum is present shall be treated as having attended that meeting provided that the Shareholders present at the meeting can hear and speak to the participating Shareholder.

A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of Shareholders participates and all participants can hear and speak to each other shall be a valid meeting which shall be deemed to take place where the chairman is present unless the Shareholders resolve otherwise.

Any general meeting convened by the Board, unless its time shall have been fixed by the Company in general meeting or unless convened in pursuance of a requisition, may be postponed by the Board by notice in writing and the meeting shall, subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business covered by the original notice.

The Board may, whenever it thinks fit, and shall on the requisition of Shareholders who hold more than ten per cent. of such of the capital of the Company as carries the right to vote at general meetings (excluding any capital held as treasury shares) in accordance with sections 203 and 204 of the Law proceed to convene a general meeting.

9.15 ***Notice of general meetings***

A general meeting of the Company (other than an adjourned meeting) must be called by notice of at least 14 clear days.

A general meeting may be called by shorter notice than otherwise required if all the Shareholders entitled to attend and vote so agree.

Notices and other documents may be sent in electronic form or published on a website in accordance with section 208 of the Law.

Notice of a general meeting of the Company must be sent to every Shareholder (being only persons registered as a Shareholder), every Director and every alternate Director registered as such.

Notice of a general meeting of the Company must state the time and date of the meeting, state the place of the meeting, specify any special business to be put to the meeting (as defined in the Articles), contain the information required under section 178(6)(a) of the Law in respect of a resolution which is to be proposed as a special resolution at the meeting, contain the information required under section 179(6)(a) of the Law in respect of a resolution which is to be proposed as a waiver resolution at the meeting, and contain the information required under section 180(3)(a) of the Law in respect of a resolution which is to be proposed as a unanimous resolution at the meeting.

Notice of a general meeting must state the general nature of the business to be dealt with at the meeting.

The accidental omission to give notice of any meeting to or the non-receipt of such notice by any Shareholder shall not invalidate any resolution or any proposed resolution otherwise duly approved.

9.16 ***Conflicts of interest***

A Director must, immediately after becoming aware of the fact that he is interested in a transaction or proposed transaction with the Company, disclose to the Board in accordance with section 162 of the Law:

(a) if the monetary value of the Director's interest is quantifiable, the nature and monetary value of that interest; or

(b) if the monetary value of the Director's interest is not quantifiable, the nature and extent of that interest.

The obligation referred to above does not apply if:

(c) the transaction or proposed transaction is between the Director and the Company; and

(d) the transaction or proposed transaction is or is to be entered into in the ordinary course of the Company's business and on usual terms and conditions.

A general disclosure to the Board to the effect that a Director has an interest (as director, officer, employee, member or otherwise) in a party and is to be regarded as interested in any transaction which may after the date of the disclosure be entered into with that party is sufficient disclosure of interest in relation to that transaction.

Nothing referred to above in this paragraph 9.16 applies in relation to:

(a) remuneration or other benefit given to a Director;

(b) insurance purchased or maintained for a Director in accordance with section 158 of the Law; or

(c) a qualifying third party indemnity provision provided for a Director in accordance with section 159 of the Law.

Subject to the paragraph below, a Director is interested in a transaction to which the Company is a party if such Director:

(a) is a party to, or may derive a material benefit from, the transaction;

(b) has a material financial interest in another party to the transaction;

(c) is a director, officer, employee or member of another party (other than a party which is an associated company) who may derive a material financial benefit from the transaction;

(d) is the parent, child or spouse of another party who may derive a material financial benefit from the transaction; or

(e) is otherwise directly or indirectly materially interested in the transaction.

A Director is not interested in a transaction to which the Company is a party if the transaction comprises only the giving by the Company of security to a third party which has no connection with the Director, at the request of the third party, in respect of a debt or obligation of the Company for which the Director or another person has personally assumed responsibility in whole or in part under a guarantee, indemnity or security.

Save as provided in the Articles, 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.

A Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters namely:

(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 he 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;

(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 such company (or of any third company through which his interest is derived) or of the voting rights available to shareholders of the relevant company (any such interest being deemed for these purposes to be a material interest in all circumstances).

Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employment with the Company or any company in which the Company is interested the Directors may be counted in the quorum for the consideration of such proposals and such proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not debarred from voting under the provisions referred to above) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fairly disclosed.

The Company may by ordinary resolution suspend or relax the provisions referred to above to any extent or ratify any transaction not duly authorised by reason of a contravention of any of the paragraphs above.

Subject to the provisions referred to above the Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of such other company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them director, managing director, managers or other officer of such company or voting or providing for the payment or remuneration to the directors, managing director, manager or other officer of such company).

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 to tenure of office or otherwise as the Directors may determine.

Subject to due disclosure in accordance with the provisions referred to in this paragraph 9.16, no Director or intending Director shall be disqualified by his office from contracting with the Company as vendor, purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested render the Director liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.

Any Director may act by himself or 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 provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.

Any Director may continue to be or become a director, managing director, manager or other officer or member of any company in which the Company may be interested and (unless otherwise agreed) no such Director shall be accountable for any remuneration or other benefits received by him as a director, managing director, manager or other officer or member of any such other company.

9.17 ***Remuneration and appointment of Directors***

The ordinary remuneration of the Directors who do not hold executive office for their services (excluding amounts payable under any other sub-paragraph of the Articles) shall not exceed in aggregate £300,000 per annum or such higher amount as the Company may from time to time by ordinary resolution determine. Such remuneration shall be deemed to accrue from day to day. The Directors shall also be paid all reasonable out-of-pocket travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company. In addition, the Board may award additional remuneration to any Director engaged in exceptional work at the request of the Board on a time spent basis.

The Board shall have power at any time to appoint any person eligible in accordance with section 137 of the Law to be a Director either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed the number, if any, fixed pursuant to the Articles. Any Director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-election. Without prejudice to the powers of the Board, the Company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

The Directors may at any time appoint one or more of their body (other than a Director resident in the United Kingdom) to the office of managing director for such term and at such remuneration and upon such terms as they determine.

9.18 ***Disqualification and retirement of Directors***

No person other than a Director retiring at a general meeting shall, unless recommended by the Directors, be eligible for election by the Company to the office of Director unless, not less than 14 clear days before the date appointed for the meeting there shall have been left at the Company's registered office notice in writing signed by a Shareholder duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election together with notice in writing signed by that person of his willingness to be elected.

A Director shall cease to hold office: (i) if the Director (not being a person holding for a fixed term an executive office subject to termination if he ceases for any reason to be a Director) resigns his office by written notice signed by him sent to or deposited at the registered office of the Company, (ii) if he shall have absented himself from meetings of the Board for a consecutive period of 12 months and the Board resolves 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 shall declare that he shall cease to be a Director, (vii) if he becomes resident in the United Kingdom and, as a result thereof, a majority of the Directors are resident in the United Kingdom, (viii) if he becomes ineligible to be a Director in accordance with section 137 of the Law or (ix) if he becomes prohibited from being a Director by reason of any order made under any provisions or any law or enactment.

9.19 ***Indemnity***

The Directors, company secretary and officers for the time being of the Company and their respective heirs and executors shall, to the extent permitted by section 157 of the Law, be fully indemnified out of the assets and profits of the Company from and against all actions, expenses and liabilities which they or their respective heirs or executors may incur by reason of any contract entered into or any act in or about the execution of their respective offices or trusts except such (if any) as they shall incur by or through their own negligence, default, breach of duty or breach of trust respectively and none of them shall be answerable for the acts, receipts, neglects or defaults of the others of them or for joining in any receipt for the sake of conformity or for any bankers or other person with whom any monies or assets of the Company may be lodged or deposited for safe custody or for any bankers or other persons into whose hands any money or assets of the Company may come or for any defects of title of the Company to any property purchased or for insufficiency or deficiency of or defect in title of the Company to any security upon which any monies of the Company shall be placed out or invested or for any loss, misfortune or damage resulting from any such cause as aforesaid or which may happen in or about the execution of their respective offices or trusts, except if the same shall happen by or through their own negligence, default, breach of duty or breach of trust.

9.20 ***Borrowing powers***

The Board may exercise all the powers of the Company to borrow money (in whatever currency the Board determines from time to time) and mortgage, hypothecate, pledge or charge all or part of its undertaking, property 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, subject to any limits on borrowings adopted by the Board from time to time.

9.21 ***C Shares and Ordinary Shares***

Issues of C Shares

Subject to the Law, the Directors shall be authorised to issue C Shares in tranches on such terms as they determine provided that such terms are consistent with the provisions contained in this paragraph. The Directors shall, on the issue of each tranche of C Shares, determine the Calculation Time (as defined in the Articles) and Conversion Time (as defined in the Articles) together with any amendments to the definition of Conversion Ratio (as defined in the Articles) attributable to each such tranche.

Each tranche of C Shares, if in issue at the same time, shall be deemed to be a separate class of Shares. The Directors may, if they so decide, designate each tranche of C Shares in such manner as they see fit in order that each tranche of C Shares can be identified.

Dividends and Pari Passu Ranking of C Shares and New Ordinary Shares

The holders of C Share(s) of a tranche 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 (as defined in the Articles) of that tranche.

If any dividend is declared after the issue of any tranche of C Shares and prior to the Conversion of that tranche, 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 tranche of C Shares.

The New Ordinary Shares (as defined in the Articles) shall rank in full for all dividends and other distributions declared, made or paid after the Conversion Time and otherwise pari passu with the Ordinary Shares in issue at the Conversion Time.

Rights as to capital

The capital and assets of the Company shall, on a winding up or on a return of capital prior, in each case, to Conversion be applied as follows:

(a) the Share Surplus (as defined in the Articles) 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 Share(s) pro rata according to their holdings of C Shares.

Voting and transfer

The C Shares shall carry the right to receive notice of, and to attend or vote at, any general meeting of the Company in the same manner as the Ordinary Shares (notwithstanding any difference in the respective Net Asset Values of the C Shares and Ordinary Shares). The C Shares shall be transferable in the same manner as the Ordinary Shares.

Redemption

The C Shares are issued on terms that each tranche of C Shares shall be redeemable by the Company in accordance with the terms set out in the Articles.

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 Share(s).

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) any alteration, increase, consolidation, division, sub-division, cancellation, reduction or purchase by the Company of any issued or authorised share capital of the Company (other than on Conversion or unless pursuant to a power of the Company that has been previously been granted or otherwise approved by Shareholders prior to the issue of the relevant tranche of C Shares); or

(c) any allotment or issue of any security convertible into or carrying a right to subscribe for any share capital of the Company or any other right to subscribe or acquire share capital of the Company; or

(d) (the passing of any resolution to wind up the Company; or

(e) any change to the accounting reference date of the Company.

Undertakings

Until Conversion, and without prejudice to its obligations under the Law, the Company shall in relation to each tranche of C Shares:

(a) procure that the Company's records and bank accounts shall be operated so that the assets attributable to the C Shares of the relevant tranche can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall 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 tranche; and

(b) allocate to the assets attributable to the C Shares of the relevant tranche such proportion of the expenses or liabilities of the Company incurred or accrued between the Issue Date (as defined in the Articles) and the Calculation Time (both dates inclusive) as the Directors fairly consider to be attributable to the C Shares of the relevant tranche including, without prejudice to the generality of the foregoing, those liabilities specifically identified in the definition of Conversion Ratio in the Articles; and

(c) manage the Company's assets so that such undertakings can be complied with by the Company.

Conversion

In relation to each tranche of C Shares, the C Shares shall be converted into New Ordinary Shares at the Conversion Time in accordance with the following provisions of this paragraph. 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 (as defined in the Articles) to which each holder of C Shares of that tranche shall be entitled on Conversion; and

(b) the Independent Accountants (as defined in the Articles) 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 the proviso in the definition of Conversion Ratio in the Articles, such calculations shall become final and binding on the Company and all Shareholders.

The Directors shall procure that, as soon as practicable following such certification, an announcement is made to a Regulatory Information Service, advising holders of C Share(s) of that tranche, of the Conversion Time, the Conversion Ratio and the aggregate number of New Ordinary Shares to which holders of C Share(s) of that tranche are entitled on Conversion.

Conversion shall take place at the Conversion Time. On Conversion:

(a) each issued C Share of the relevant tranche shall automatically convert into such number of New Ordinary Shares as shall be necessary to ensure that, upon Conversion being completed, the aggregate number of C Shares which are converted into New Ordinary Shares equals the aggregate number of C Shares of that tranche in issue at the

Calculation Time multiplied by the Conversion Ratio (rounded down to the nearest whole New Ordinary Share);

(b) the New Ordinary Shares arising upon Conversion shall be divided amongst the former holders of C Share(s) pro rata according to their respective former holdings of C Shares of the relevant tranche (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; and

(c) any certificates relating to the C Shares of the relevant tranche 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 his New Ordinary Shares in uncertificated form.

9.22 ***Forfeiture and surrender of Shares***

Any Share in respect of which a notice requiring payment of an unpaid call or instalment, together with any interest which may have accrued and any expenses which may have been incurred, has been served may, at any time before payment has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited Share and not actually paid before the forfeiture.

The Board may accept from any Shareholder on such terms as agreed a surrender of any Shares in respect of which there is a liability for calls. Any surrendered Share may be disposed of in the same manner as a forfeited share.

If any Shares are owned directly or beneficially by a person believed by the Directors to be a Prohibited US Person, the Directors may give notice to such person requiring them either (i) to provide the Directors within 30 days of receipt of such notice with sufficient satisfactory documentary evidence to satisfy the Directors that such person is not a Prohibited US Person or (ii) to sell or transfer their Shares to a person qualified to own the same within 30 days and within such 30 days to provide the Directors with satisfactory evidence of such sale or transfer. 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 their Shares.

10. MATERIAL CONTRACTS

The following contracts (not being contracts entered into in the ordinary course of business) have been entered into by the Company or a Holding Entity since incorporation of the Company and are, or may be, material. There are no other contracts entered into by the Company or a Holding Entity which include an obligation or entitlement which is material to the Company as at the date of this Prospectus.

10.1 ***Facility Agreement***

On 14 June 2017, a £130 million multi-currency revolving credit facilities agreement (with an uncommitted £60 million accordion facility option) as between: (i) the Company and (ii) UK Holdco (together the "**Obligors**"); (iii) HSBC Bank plc (as bookrunner); (iv) Santander UK Plc, ING Bank (a branch of ING DIBA AG) and NIBC Bank N.V. (as mandated lead arrangers); (v) Santander UK Plc, HSBC Bank plc, ING Bank (a branch of ING DIBA AG) and NIBC Financing N.V. (as original lenders, the "**Lenders**"); (vi) HSBC Bank plc (as agent) (the "**Agent**"); and (vii) NIBC Bank N.V. (as security trustee) (the "**Facility Agreement**") was entered into. Amounts drawn down under the Facility Agreement were used by the Company to fully prepay all amounts owed under its then existing facility agreement (the "**Original Facility Agreement**").

UK HoldCo may request the provision of an additional £60 million accordion facility, on the same terms as the revolving facility commitments, by inviting the Lenders to participate in the accordion facility on a pro rata basis to their existing commitments. The Lenders are not obliged to participate in any accordion facility, but if they decline or fail to respond within the period specified in the Facility Agreement, UK HoldCo will be entitled to invite (i) the other Lenders and (ii) (if the other Lenders do not agree to assume the commitments of the non-participating Lender) any other person to participate in the accordion facility.

The Facility may be utilised: (i) by way of cash advances denominated in Sterling, Euro or such other currency as may be agreed with the lenders; or (ii) (subject to any one or more of the Lenders, or their affiliates, agreeing to make available all or part of their commitments by way of an ancillary facility) by way of an ancillary guarantee, bonding, documentary or stand-by letter of credit facility.

Interest is calculated by way of the margin and LIBOR (or, in respect of loans denominated in Euros only, EURIBOR). The margin for any revolving facility loan is 2.00 per cent. per annum at any time where the then current loan to value ratio for the Company is less than or equal to 20 per cent. and 2.25 per cent. at any time when such ratio is greater than 20 per cent. The initial margin for the initial interest period of any utilisation of an accordion facility will be as agreed between UK Holdco and the relevant accordion facility provider when the accordion facility is made available and for each subsequent interest period will be determined in the same way as for a revolving facility loan. There is also a commitment fee of 40 per cent. of the then applicable margin on the undrawn commitments plus an arrangement fee, co-ordination fee and an agency and security trustee fee.

The repayment date of the Facility is 14 June 2020, save that UK Holdco may request that the repayment date is extended for a further year by submitting an extension request by a date falling no later than 30 days prior to the first anniversary of the Facility Agreement (provided that any extension will require the consent of the Lenders which they may each grant or withhold in their sole and absolute discretion).

The Facility may be used: (i) to prepay any amounts outstanding under the original Facility Agreement referred to in paragraph 10.1 above (ii) to pay any costs or fees incurred in connection with the Facility; (iii) to finance the purchase price or meeting any commitments in respect of any investment (including any deferred consideration and any interest accrued on deferred consideration payable in relation to such investment and/or any other payment obligations arising under the terms of any investment); (iv) finance the acquisition of debt in a target investment which is convertible into equity at any time after the relevant construction phase has completed; (v) to finance or refinance the group and any third party debt and the group and any third party equity contributions in relation to any investment; (vi) to finance or refinance any acquisition, financing and/or refinancing costs incurred in connection with an investment; (vii) to meet any general corporate working capital or other short term operational requirements of the Obligors and their affiliates including the making of distributions, or payment of interest or dividends by the Obligors, pending receipt of cash from the group; (viii) to provide cash cover in support of any deferred consideration or subscription obligations where such obligation or liability falls within one of the purposes set out in (i) to (vii) above; and (ix) to make downstream loans (or equity contributions) to any member of the group in connection with the above purposes.

Voluntary prepayment and cancellation is allowed in minimum amounts of £500,000. Various interest cover and loan to value ratios are imposed. The proceeds of any disposal or equity raising by an Obligor are required to be paid into certain specified accounts and must either be applied in prepayment of the Facility or, subject to certain conditions, in the acquisition of further investments.

The Facility are secured facilities and also contain cross guarantees and indemnities between the Obligors, including the Company in its capacity as a guarantor under the Facility Agreement. The Facility Agreement contains further representations, warranties, covenants, events of defaults and other obligations, including indemnities on the part of the Company.

10.2 ***Placing Agreement***

The Placing Agreement, dated 23 February 2018, has been entered into between the Company, the Investment Adviser, the Directors and Winterflood. Under the Placing Agreement, Winterflood has agreed, subject to certain conditions that are typical for an agreement of this nature, the last such condition being the respective Admissions, to use its reasonable endeavours to procure subscribers for the New Ordinary Shares under each Placing pursuant to the Issuance Programme. The Issuance Programme is not underwritten. For its services in connection with the Issuance Programme, and provided the Placing Agreement becomes wholly unconditional and is not terminated, Winterflood is entitled to fees and commissions which vary depending on whether New Ordinary Shares are issued by way of Offers for Subscription, Intermediaries Offers or Placings. Such fees and commissions will not exceed 1.25 per cent. of the gross proceeds of any New Ordinary Shares issued under the Issuance Programme.

Winterflood will be entitled to be reimbursed for all its properly incurred charges, fees and expenses in connection with or incidental to the Issuance Programme and each Admission under either of them.

Under the Placing Agreement, the Company, the Directors and the Investment Adviser have given certain market standard warranties. The Company has agreed to indemnify Winterflood and certain related parties in respect of (*inter alia*) losses arising from our in connection with their provision of services in connection with the Issuance Programme and in respect of the accuracy of this Prospectus. The Investment Adviser has agreed to indemnify Winterflood in respect of certain sections of this Prospectus which they have prepared, and for any breach of the warranties which they have given under the Placing Agreement.

The Placing Agreement may be terminated at any time on or before the end of the Issuance Programme by Winterflood giving notice to the Company and the Investment Adviser if:

(a) any of the conditions in the Placing Agreement are not satisfied at the required times and continue not to be satisfied at Admission;

(b) any statement contained in any document published or issued by the Company in connection with the Issuance Programme is or has become untrue, incorrect or misleading;

(c) any matter has arisen which would require the publication of a supplementary prospectus;

(d) the Company or any Director or the Investment Adviser fails to comply with any of its or his or her material obligations under the Placing Agreement or under the terms of the Issuance Programme;

(e) there has been a breach, by the Company, any of the Directors or the Investment Adviser of any of the representations, warranties or undertakings contained in the Placing Agreement which is material;

(f) there is a material adverse change in the position or prospects of the Company, the Fund or the Investment Adviser or in the good faith opinion of Winterflood, there is a development likely to involve such a material adverse change; or

(g) it is reasonably likely that any of the following will occur: (i) any material adverse change in the international financial markets which may affect the Issue; (ii) trading on the London Stock Exchange has been restricted or materially disrupted in a way which may affect the Issuance Programme; (iii) any actual or prospective change or development in applicable UK taxation or the imposition of certain exchange controls which may affect the Issuance Programme; (iv) any of the London Stock Exchange or FCA applications are withdrawn or refused by such entity; or (v) a banking moratorium has been declared by the UK.

If any notice is given by Winterflood terminating the Placing Agreement, Winterflood shall on behalf of the Company withdraw any application made to the London Stock Exchange or the FCA.

The Placing Agreement is governed by the laws of England and Wales.

10.3 ***First Offer Agreement***

The First Offer Agreement was entered into by John Laing and the Company on 19 February 2014 and amended by a deed of amendment on 7 January 2015. Pursuant to the terms of the First Offer Agreement, John Laing undertakes that it will provide notice to the Company of any interest in an Environmental Infrastructure project in the UK (including Scotland irrespective of the status of its relationship with the UK from time to time), Ireland, Sweden or any other country in the European Union or the European Free Trade Association, of which John Laing wishes to dispose and that falls within the Company's Investment Policy, as set out in this Prospectus (other than in respect of disposals to John Laing (or any of its subsidiary undertakings), but excluding any funds managed or advised by any member of the John Laing Group).

The First Offer Agreement may be terminated by either party on one year's notice, to be given no earlier than four years after the date of the agreement. Each party also has limited termination rights for material breach, insolvency of any party and the termination of the Investment Advisory Agreement and the Investment Adviser ceasing to be a wholly owned subsidiary of John Laing or of any direct or indirect holding company of John Laing.

The Company must notify John Laing within 20 Business Days after receipt of a notice described above of the interests set out in that notice that the Fund wishes to acquire, and the price it proposes to pay for each such interest (the "**CPI Price**"), together with the identity of the proposed purchaser for each such interest. John Laing, in turn, will be required to notify the Company within 10 Business Days of receipt of the counter-notice from the Company whether it wishes to proceed with a sale of the relevant interests at the CPI Price.

If John Laing notifies the Company that it intends to proceed with the sale to the Fund, John Laing and the Company will be required to negotiate, acting reasonably and in good faith with a view to agreeing the terms of a sale and purchase agreement for the relevant interests, substantially in the form of the Acquisition Agreements with members of the John Laing Group, with such amendments thereto as the parties may agree.

If John Laing notifies the Company that it does not intend to proceed with the sale to the Fund or if John Laing and the Company do not agree the terms of the sale and purchase agreement within 30 Business Days of the notice from John Laing intending to proceed with the sale, John Laing or the relevant member of the John Laing Group may, within two years (the "**Dealing Period**"), offer to sell any or all of the relevant interests to any person on terms that are not materially more advantageous to the purchaser than the terms offered by the Fund. John Laing, or the relevant member of the John Laing 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 John Laing that it does not wish to acquire such interests or the Company does not respond within the 20 Business Day period referred to above.

If John Laing or any of its subsidiary undertakings proposes to sell an interest to another person (not being John Laing or any of its subsidiary undertakings) during the Dealing Period on terms that are materially more advantageous to the purchaser than the terms previously offered by the Company, it shall first re-offer the relevant interests to the Company on such more advantageous terms. If the Company accepts such offer and John Laing and the Company do not agree the terms of a sale and purchase agreement within 30 Business Days of the re-offer, John Laing may sell the relevant interests to another person on such more advantageous terms.

John Laing may also notify the Company 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. John Laing agrees to act in good faith when deciding which interests to include in a bundle together.

The Company may offer to buy all, but not some only, of the bundled interests. If John Laing becomes entitled, in accordance with the provisions described above, to offer the bundled interests to third parties, its right to do so shall be limited to the sale of all the bundled interests to the same purchaser at the same time.

The First Offer Agreement also contains provisions for the parties to meet at least twice in each year commencing six months from the date of the First Offer Agreement to consult on sales of interests over the following one year period.

10.4 ***Investment Advisory Agreement***

Pursuant to an investment advisory agreement dated 19 February 2014 between the Company, UK Holdco and the Investment Adviser, as amended by deeds of amendment dated 21 March 2014 and 25 June 2014 (the "**Investment Advisory Agreement**"), the Investment Adviser provides investment advisory services to the Company and to UK Holdco.

The services provided by the Investment Adviser include making recommendations to the Board on the terms of the Investment Policy, advising the Company in respect of the Investment Portfolio, locating, evaluating and negotiating investment opportunities for the Fund in accordance with instructions on implementation of the Investment Policy from the Board, and reviewing and monitoring the Investment Portfolio. The Investment Adviser also advises UK Holdco on the terms of agreements required to be entered into by UK Holdco in respect of Investment Interests to be held by the Fund. Additionally, the Investment Adviser provides certain valuation, accounting and reporting services, working in conjunction with the Administrator. The Investment Adviser also acts as custodian of the certificates in respect of shares and loan notes held by the Fund in Project Entities.

Certain out of scope services to the Company and/or UK Holdco by the Investment Adviser (or, where relevant, another member of the John Laing Group) (including certain treasury and tax services) will only be provided on terms (including as to price for the provision of the services) to be agreed between the relevant parties in writing.

The Investment Advisory Agreement also incorporates a procedure to manage any conflicts of interest that may arise as a result of the performance by the Investment Adviser of its services under the Investment Advisory Agreement.

The aggregate fees payable to the Investment Adviser are described in Part 5 of this Prospectus. The Investment Adviser is also entitled to reimbursement of all costs of the Company or UK Holdco paid for the Company or UK Holdco by the Investment Adviser and all reasonable out-of-pocket expenses properly incurred by the Investment Adviser in providing services, including travel expenses for attending Board meetings.

The Investment Advisory Agreement may be terminated by the Company or the Investment Adviser giving to the other one year's written notice of termination at any time after four years from the date of the IPO.

Notwithstanding the initial four year term, the Investment Advisory Agreement may also be terminated with immediate effect by any party giving written notice to the other parties in any of the following circumstances:

(a) any other party fails to make a payment under the agreement when due, and fails to remedy such breach within 30 days of being notified of such breach; and

(b) any other party commits a material breach of the agreement, and such breach (if capable of remedy) is not remedied within 30 days of being notified to do so, or (if the breach is not capable of remedy) the breaching party fails to offer reasonably acceptable compensation to the non-breaching party, taking into account any loss that has been or will be suffered.

The Investment Adviser may terminate the Investment Advisory Agreement with immediate effect by giving written notice to the Company if the Company's Ordinary Shares cease to be listed on the Official List or in the event of the Company's insolvency (or an analogous event).

The Company may terminate the Investment Advisory Agreement with immediate effect by giving written notice to the Investment Adviser in any of the following circumstances:

(a) in the event of the insolvency (or analogous event) in relation to the Investment Adviser;

(b) the Investment Adviser is no longer permitted by applicable law to perform its services under the agreement; and

(c) the Investment Adviser is prevented by force majeure from performing its services under the agreement for at least 60 consecutive days.

The Company may also terminate the Investment Advisory Agreement by giving six months' written notice at any time to the Investment Adviser if, in the reasonable opinion of the Company, a material number of people that are employed by the John Laing Group that enable the Investment Adviser to provide the services contemplated by the agreement cease to be employed by the John Laing Group, and such employees have not been replaced (before the end of the six month notice period referred to above) by suitably qualified other staff who will enable the Investment Adviser to provide the services in a manner comparable to that in which the services were provided previously.

The Investment Advisory Agreement provides that the Company and UK Holdco shall each respectively (and out of the assets of the Company and UK Holdco respectively) indemnify the Investment Adviser, and any member of the John Laing Group assisting the Investment Adviser in relation to the services, and its or their officers, directors, employees and agents in respect of losses of any nature arising in connection with the agreement other than those resulting from the fraud, negligence or wilful default of the person claiming the indemnity. The same people and entities shall not be liable for any losses suffered by the Company, UK Holdco or by any Shareholder, except for losses resulting from the fraud, negligence or wilful default of the relevant person. The Investment Advisory Agreement also provides that the Investment Adviser shall not be liable to the Company or to the Fund in respect of any losses suffered by the Company and/or the Fund and arising out of any act or omission by it or any of its employees or agents except where the act or omission is a result of the negligence, wilful default or fraud of itself or any of its employees or agents.

10.5 ***Administration Agreement***

Pursuant to an administration agreement dated 19 December 2013 between the Company and the Administrator, as supplemented by an addendum dated 31 March 2015 (the "**Administration Agreement**"), the Administrator has been appointed to provide administrative and company secretarial services to the Company. Such services include (inter alia) maintaining the Company's statutory books and records, ensuring the Company's compliance with certain regulatory requirements, calculating the unaudited Net Asset Value (in conjunction with the Investment Adviser), assisting with certain of the Company's obligations under FATCA and the AIFM Directive and providing such other services as are customarily provided by administrators in Guernsey of Guernsey closed-ended investment companies. In the performance of its duties under the Administration Agreement, the Administrator shall at all times be subject to the control and review of the Board.

The Administrator is entitled to an annual fee based on the Net Asset Value of the Company which ranges from £65,000 if the Net Asset Value is £250,000,000 or less, to £75,000 if the NAV is greater than £250,000,000 and up to £450,000,000 and £80,000 if the NAV is greater than £450,000,000. The Administrator is also entitled to an annual fee of £500 for its services to the Company in relation to its compliance with FATCA, and additional fees for its services in relation to the Company's reporting obligations under the AIFM Directive. These latter fees are dependent on the number of EEA States in which the Company is required to comply with reporting obligations under the AIFM Directive as a result of its marketing activities, so there is no maximum amount of these fees.

The annual fee is payable quarterly in arrears from the date of incorporation of the Company.

Any other duties requested of the Administrator by the Company not covered by the scope of services set out in the Administration Agreement, such as restructurings and C share issues, will be subject to an additional fee to be agreed in advance between the Administrator and the Company. The fee arrangements will be reviewed annually commencing 1 May 2015, although

no increase in the remuneration payable to the Administrator will be effective without the prior written consent of the Company.

The Administrator is also entitled to be reimbursed for its cash disbursements to cover expenses incurred on behalf of the Company.

The Administration Agreement may be terminated by any party on three months' written notice to the other. The Administration Agreement may also be terminated immediately by either party in certain circumstances, including: (a) in the case of a breach by the other party which remains unremedied for 30 days after such party has been notified of the breach; (b) on the insolvency or analogous event of any other party; (c) if the Administrator is no longer licensed to provide the services to the Company under the Administration Agreement; or (d) if the Company ceases to be registered on the approved list of funds maintained by the Commission.

The Administration Agreement provides that in the absence of negligence, dishonesty, fraud, wilful neglect, wilful misconduct or bad faith, the Administrator (including all of its directors, officers and employees and any agent, sub-contractor or delegate appointed by it) shall not be responsible for any loss or damage which the Company may sustain or suffer as a result of or in the course of the discharge of the Administrator's duties under the agreement. Any act or omission to act by the Administrator the effect of which may cause or result in loss or damage to the Company, if done pursuant to a clear instruction from the Company to act on the opinion of legal or accounting counsel or such other competent professional adviser employed by the Administrator or the Company, shall be conclusively presumed not to constitute wilful neglect or wilful misconduct on the part of the Administrator.

The Administration Agreement contains certain other limitations on the Administrator's liability in connection with the calculation by the Administrator of the NAV.

Under the Administration Agreement the Company shall indemnify on an after tax basis and hold harmless the Administrator against all claims and demands which may be made against the Administrator in connection with the carrying out of its duties under the Administration Agreement in respect of any loss or damage sustained or suffered by any third party, otherwise than by reason of negligence, dishonesty, fraud, wilful neglect, wilful misconduct or bad faith of the Administrator.

The Company will indemnify the Administrator on an after tax basis, from and against any and all losses (other than losses resulting from the fraud, negligence or wilful default on the part of the Administrator or any agent which is an associate) which may be imposed on, incurred by or asserted against the Administrator in performing its obligations or duties under the Administration Agreement (including in the event the Administrator acts as proxy for any Shareholder at a general meeting).

10.6 ***Registrar Agreement***

Pursuant to a registrar agreement dated 19 February 2014 between the Company and the Link Market Services (Guernsey) Limited (formerly Capita Asset Services (Guernsey) Limited (the "**Registrar**")[19]), as supplemented by an addendum dated 21 May 2014 and a further addendum dated 17 November 2016 (the "**Registrar Agreement**"), the Registrar was appointed to act as the Company's registrar in Guernsey.

The Registrar is entitled to a fee for basic services provided by it relating to the creation and maintenance of the share register of £2.00 per holder appearing on the register during the fee year, subject to an annual minimum fee of £10,000. If the Registrar has to process transfers in excess of an agreed limit, further transfers will incur additional charges of £0.25 per CREST transfer and £5.00 per non-CREST transfer. CREST proxy voting will be charged at £900.00 per event, and web voting and CREST proxy voting (combined) will be charged at £1,500.00 per event. Any non-standard shareholder analyses will be charged at £98.00 each.

19 The Registrar Agreement was entered into between the Company and Capita Asset Services (Guernsey) Limited. Following the acquisition of the Capita Asset Services by Link Group on 6 November 2017, the Registrar changed its name to Link Market Services (Guernsey) Limited.

The Registrar will also charge an annual fee of £900.00 for providing online access for the Company to its share register. The Registrar will also be entitled to out of pocket expenses, to the extent that such expenses are reasonably incurred in connection with the Registrar's provision of services under the agreement. Generally, fees and charges will be invoiced quarterly in arrears and may be reviewed by the Registrar and the Company at various times.

The Registrar also provides quarterly Shareholder analysis services to the Company for an annual fee of £2,600. Additional investor relations reviews will be produced by the Registrar for a fee of £500 per review.

In addition, the Registrar provides services associated with the management of extraordinary general meetings to the Company. The fees for these services are charged at the Registrar's prevailing rate at the time of the relevant meeting.

The Registrar Agreement may be terminated by either party at the end of each successive period of 12 months starting on the date of the IPO (provided written notice is given at least 6 months prior to the end of that 12 month period. The Registrar Agreement may also be terminated by either party at any time: (a) on three months' written notice should the parties not reach an agreement regarding any proposed increase of the fees to which the Registrar is entitled as a result of regulatory changes that alter its obligations or any other reason; (b) immediately on written notice if the other party commits a material breach of its obligations under the Registrar Agreement (including any payment default) which that party has failed to remedy within 45 days of receipt of a written notice to do so; or (c) immediately upon the insolvency or other analogous event of the other party.

The Company shall indemnify the Registrar and its affiliates and their directors, officers, employees and agents from and against any and all liabilities arising from the Company's breach of the Registrar Agreement, and in addition any third-party claim arising in connection with the agreement, save in the case of fraud or wilful default of the Registrar or its directors, agents, officers and employees.

The aggregate liability (other than for fraud or death or personal injury caused by the Registrar's negligence) of the Registrar and its affiliates or its or their directors, officers, employees or agents under the Registrar Agreement is limited to the lesser of £500,000 or an amount equal to ten times the annual fee payable to the Registrar under the Registrar Agreement.

The Registrar Agreement also contains provisions limiting the Registrar's specific liability in relation to forged transfers and lost share certificates, and excluding its liability in respect of special, incidental, indirect or consequential losses and other types of pure economic loss.

10.7 ***Receiving Agent Agreement***

Pursuant to the Receiving Agent Agreement dated 16 February 2018 between the Company and the Receiving Agent, the Receiving Agent agrees to provide receiving agent services to the Company in relation to each Issue involving an Offer for Subscription and/or Intermediaries Offer undertaken pursuant to the Issuance Programme.

The Receiving Agent is entitled to a fee of £25,000 in respect of the first Issue under the Issuance Programme involving an Offer for Subscription and/or Intermediaries Offer and £15,000 in respect of the second and each subsequent Issue under the Issuance Programme involving an Offer for Subscription and/or Intermediaries Offer. The Receiving Agent will also be entitled to reimbursement of all out of pocket expenses reasonably and properly incurred by it in connection with its duties.

The Receiving Agent Agreement will continue until the services provided under it are completed. Either party may terminate the Receiving Agent Agreement if the other commits a material breach which is not remedied within 14 days of notice to do so, or upon the insolvency or analogous event of the other party.

Under the Receiving Agent Agreement, the Company agrees to indemnify the Receiving Agent (and its affiliates, and its and their directors, officers, employees and agents) against all losses,

damages and liabilities resulting from a breach of the Receiving Agent Agreement by the Company, and in relation to any third party claims arising from the Receiving Agent Agreement or the receiving agent services, except to the extent that any loss results solely from the fraud or wilful default of the Receiving Agent or its affiliates, or its or their directors, officers, employees and agents.

The aggregate liability (other than for fraud or death or personal injury caused by the Receiving Agent's negligence) of the Receiving Agent and its affiliates or its or their directors, officers, employees or agents under the Receiving Agent Agreement is limited to the lesser of £250,000 or an amount equal to five times the fee payable to the Receiving Agent under the Receiving Agent Agreement. The Receiving Agent Agreement also contains provisions excluding the Receiving Agent's liability in respect of special, incidental, indirect or consequential losses and other types of pure economic loss.

11. AIFM DIRECTIVE DISCLOSURES

11.1 As explained in Parts 1 and 4 of this Prospectus, the Company is categorised as an internally managed non-EEA AIF for the purposes of the AIFM Directive as the Directors retain responsibility for the majority of the Company's risk management and portfolio management. The Company intends to comply with the conditions specified in Article 42(1)(a) of the AIFM Directive in order that the Fund may be marketed to professional investors in EEA States, 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.

11.2 The conditions specified in Article 42(1)(a) of the AIFM Directive include, *inter alia,* a requirement that the Company make certain specified disclosures to prospective investors prior to their investment in the Fund, in accordance with Article 23 of the AIFM Directive. These disclosures, or (where applicable) an explanation of where each of these disclosures may be found in this Prospectus or other documents to which investors have access (or of the non-applicability to the Fund of certain of these disclosures) are set out below:

(a) Part 1 of this Prospectus 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;

(b) Part 1 of this Prospectus also contains a description of the circumstances in which the Company may use leverage, the types and sources of leverage permitted, restrictions on the use of leverage and the maximum level of leverage which the Company is entitled to employ. Part 9 of this Prospectus contains details of the Facility Agreement which was entered into by (*inter alia*) the Company and UK Holdco on 14 June 2017. In view of the nature of the Company's underlying investments, such investments are not capable of being lent out or otherwise rehypothecated, so there are no collateral or asset reuse arrangements in place in respect of the Company's Investment Portfolio;

(c) the key risks associated with the investment strategy, objectives and techniques of the Company and with the use of leverage by the Fund are contained in the section of this Prospectus entitled "Risk Factors";

(d) the Company is not a fund of funds and so there is no master AIF, nor are there any underlying funds;

(e) the Articles of Incorporation are binding on the Company and the Shareholders. The Articles of Incorporation set out the respective rights and restrictions attaching to the Shares of each class. All Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of, the Articles of Incorporation. A summary of the Articles of Incorporation, which are governed by Guernsey law, can be found in paragraph 9 of this Part 9. A description of the main legal implications of the contractual relationship entered into for the purpose of investment in the Company through the Issuance Programme, including information on jurisdiction and applicable law, is contained in Part 6 of this

Prospectus and in the terms and conditions set out in Appendix 1, Appendix 2 and Appendix 3 (as applicable) to this Prospectus;

(f) the Placing Agreement and any contract to subscribe for New Ordinary Shares under the Issuance Programme are governed under English law and, as such, a final and conclusive judgment, capable of execution, obtained in a superior court of England and Wales (being the Supreme Court and the Senior Courts of England and Wales excluding the Crown Court, having jurisdiction over a defendant for a fixed sum (other than for taxes or similar charges)) in respect of such documents and after a hearing of the merits in that court, would be recognised and enforced by the Royal Court of Guernsey without re-examination of the merits of that case, but subject to compliance with procedural and other requirements of the Judgments (Reciprocal Enforcement) (Guernsey) Law 1957, as amended, unless any such judgment (a) is obtained by fraud; (b) is in conflict with Guernsey public policy; (c) has already been satisfied wholly; or (d) could not be enforced by execution in the jurisdiction of origin;

(g) the Company is categorised as an internally managed non-EEA AIF and so has no external AIFM, and is not subject to the AIFM Directive requirements relating to the appointment of depositaries. The Company has responsibility for the safekeeping of documents relating to the Company's investment in UK Holdco, and the Investment Adviser has responsibility for the safekeeping of documents relating to UK Holdco's investment in the Project Entities and the Holding Entities. Descriptions of the other service providers to the Fund (including the Auditors), and of their duties, are contained in Part 4 and this Part 9 of this Prospectus. All key service providers are appointed directly by the Company following appropriate evaluation. Investors enter into a contractual relationship with the Company when subscribing for New Ordinary 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 providers' default pursuant to the terms of the agreement it has entered into with the Company;

(h) as a non-EEA AIF, the Company is not required to comply with Article 9(7) of the AIFM Directive. However, the Company maintains directors' and officers' liability insurance on behalf of the Directors at the expense of the Company;

(i) as described in Part 4 of this Prospectus, the Directors may delegate certain functions to other parties such as the Investment Adviser, the Administrator and the Registrar. In particular, the Directors have delegated responsibility for day-to-day management of the projects comprising the Company's portfolio to the Investment Adviser, but investment decisions are taken by the Board, having regard to advice from the Investment Adviser. The conflicts of interest which may arise in relation to such delegation are described in Part 4 of this Prospectus;

(j) 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, is contained in Part 5 of this Prospectus;

(k) the Company is a closed-ended investment company, however the New Ordinary Shares are to be listed on the Official List and admitted to trading on the Main Market and will be freely transferable. As regards liquidity risk management, a description of the discount management mechanisms which may be employed by the Company is contained in Part 5 of this Prospectus, although the exercise by the Directors of the Company's powers to repurchase Shares either pursuant to a tender offer or the general repurchase authority is entirely discretionary;

(l) a description of all fees, charges and expenses and of the maximum amounts thereof which are borne by the Fund (and thus indirectly by investors) is contained in Part 5 and this Part 9 of this Prospectus. There are no expenses charged directly to investors by the Company;

(m) as its Ordinary Shares are admitted to the Official List, the Company is required to comply with, *inter alia,* the relevant provisions of the Listing Rules and the Disclosure Guidance

and Transparency Rules sourcebook and the City Code, all of which operate to ensure a fair treatment of investors.

(n) the Company's annual reports covering the period from incorporation to 31 March 2015, the period to 31 March 2016 and the period to 31 March 2017, as well as the Company's half year report for the six month period to 30 September 2017, are incorporated by reference into this Prospectus, as explained further in Part 9 of this Prospectus. Copies of these reports are available for inspection as provided in paragraph 14 of this Part 9 and on the Company's website at http://www.jlen.com. The Company's historical performance is described in these and its other financial statements, which are also available on the Company's website;

(o) the procedures and conditions for the issue and sale of New Ordinary Shares are contained in Part 6, Appendix 1, Appendix 2 and Appendix 3 of this Prospectus;

(p) as a non-EEA AIF, the Company is not required to comply with Article 19 of the AIFM Directive. However, the unaudited NAV per Ordinary Share as at 31 December 2017 was 98.5 pence;

(q) the Company has not engaged the services of any prime broker;

(r) 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; and

(s) as described above, the Company is not subject to the AIFM Directive requirements relating to the appointment of depositaries, so 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).

11.3 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.

11.4 The Company makes available on its website at http://www.jlen.com an AIFM Directive investor disclosure document that also contains the disclosures that it is required to make to investors pursuant to Article 23 of the AIFM Directive. To the extent that there are any inconsistencies between the information set out in this paragraph 11 and the information set out in the investor disclosure document on the Company's website, the information in the investor disclosure document on the Company's website shall prevail. For the avoidance of doubt, this shall be without prejudice to any obligation of the Company to publish a supplementary prospectus (and accordingly, if any updates are made to the AIFM Directive investor disclosure document on the Company's website that would require the Company to publish a supplementary prospectus pursuant to section 87(G) of FSMA, the Company shall publish such a supplementary prospectus).

12. AVAILABILITY OF THIS PROSPECTUS

Copies of this Prospectus are available for viewing online at the National Storage Mechanism (http://www.hemscott.com/nsm.do) or at the Company's website (http://www.jlen.com).

Copies of this Prospectus may be collected, free of charge during normal Business Hours only, from the Investment Adviser at 1 Kingsway, London WC2B 6AN, United Kingdom, or from the registered office of the Company.

13. INTERMEDIARIES

13.1 ***Identification and information regarding of Intermediaries***

As at the date of this Prospectus, no Intermediaries have been appointed by the Company or authorised to use this document in connection with any Intermediaries Offer. Any new information with respect to Intermediaries, including in respect of: (i) any financial institution which is appointed by the Company in connection with any Intermediaries Offer after the date of this Prospectus following its agreement to adhere to and be bound by the Intermediaries Terms and

Conditions; and (ii) any Intermediary that ceases to participate in any Intermediaries Offer, will be made available on the Company's website at http://www.jlen.com.

13.2 ***Intermediaries Terms and Conditions***

Each Intermediary will be required to agree to adhere to and be bound by the Intermediaries Terms and Conditions which will govern the relationship between the Company, Winterflood and each financial institution which is accepted and appointed by the Company to act as an Intermediary in respect of an Intermediaries Offer.

Capacity and liability

The Intermediaries will agree that, in connection with the relevant Intermediaries Offer, they will be acting for themselves or, in applying for New Ordinary Shares, as agent for retail investors in the United Kingdom who wish to acquire New Ordinary Shares under the Intermediaries Offer (the "**Underlying Applicants**"), and not as representative or agent of the Company, the Investment Adviser or Winterflood, none of whom will have any responsibility for any liability, costs or expenses incurred by any Intermediary, regardless of the process or outcome of the applicable Issue.

Eligibility to be appointed as an Intermediary

In order to be eligible to be considered by the Company for appointment as an Intermediary, each Intermediary must be:

(a) authorised by the FCA or the Prudential Regulatory Authority in the United Kingdom; or

(b) authorised by a competent authority in another EEA jurisdiction with the appropriate authorisations to carry on the relevant activities in the United Kingdom,

and in each case have appropriate permissions, licences, consents and approvals to act as an Intermediary in the United Kingdom, as applicable.

Each Intermediary must also:

(c) be a member of CREST; or

(d) have suitable arrangements with a clearing firm that is a member of CREST.

Each Intermediary must also have (and will be made solely responsible for ensuring that it has) all licences, consents and approvals necessary to enable it to act as an Intermediary in the United Kingdom and must be, and at all times remain, of good repute and in compliance with all laws, rules and regulations applicable to it (determined by the Company in its sole and absolute discretion).

Application for Ordinary Shares

A minimum application amount of £1,000 per Underlying Applicant will apply. There is no maximum limit on the monetary amount that Underlying Applicants may apply to invest. The Intermediaries will agree not to make more than one application per Underlying Applicant.

Any application made by any Underlying Applicant through an Intermediary is subject to the terms and conditions to be agreed with each Intermediary.

Allocations of Ordinary Shares under any Intermediaries Offer will be at the absolute discretion of the Company, in consultation with Winterflood and the Investment Adviser. If there is excess demand for Ordinary Shares in any Intermediaries Offer, allocations of Ordinary Shares may be scaled down to an aggregate value which is less than that applied for. Each Intermediary appointed in respect of any Intermediaries Offer shall receive instructions from Winterflood as to the basis on which such Intermediary must allocate New Ordinary Shares to Underlying Applicants on whose behalf such Intermediary submitted applications.

Effect of Intermediaries Offer Subscription Form

By completing and returning a Subscription Form, an Intermediary will be deemed to have irrevocably agreed to invest or procure the investment in New Ordinary Shares of the aggregate amount stated on the Subscription Form or such lesser amounts in respect of which such application may be accepted.

The Company and Winterflood reserve the right to reject, in whole or in part, or to scale down, any application for New Ordinary Shares in the Intermediaries Offer.

Commission and Fees

Subject to the Intermediaries Terms and Conditions, Intermediaries appointed in respect of any Intermediaries Offer may elect to receive a fee from the Company in an amount not greater than 0.5 per cent. of the allocation value of the new Ordinary Shares allocated to the relevant Intermediary for allocation to its respective Underlying Applications in that Intermediaries Offer.

Information and communications

The Intermediaries must agree to give certain undertakings regarding the use of information provided to them in connection with any Intermediaries Offer. The Intermediaries will give certain undertakings regarding their role and responsibilities in any applicable Intermediaries Offer and are subject to certain restrictions on their conduct in connection with that Intermediaries Offer, including in relation to the publication of research reports relating to the Company, their responsibility for information, communications, websites, advertisements and their communications with clients and the press.

Representations and warranties

The Intermediaries appointed in respect of any Intermediaries Offer will be required to give representations and warranties which are relevant for that Intermediaries Offer, and will be required to indemnify the Company, the Investment Adviser and Winterflood against any loss or claim arising out of any breach by them of the Intermediaries Terms and Conditions or as a result of a breach of any duties or obligations under FSMA or under any rules of the FCA or any applicable laws or as a result of any breach by the Intermediary of any of its representations, warranties, undertakings or obligations contained in the Intermediaries Terms and Conditions

Governing law

The Intermediaries Terms and Conditions will be governed by English law.

14. GENERAL

14.1 The issue of the New Ordinary Shares pursuant to the Issuance Programme is not underwritten.

14.2 The Investment Adviser is, or may be, a promoter of the Company. Save as disclosed in Part 5 of this Prospectus no amount or benefit has been paid, or given, to the promoters or any of their subsidiaries since the incorporation of the Company and none is intended to be paid or given.

14.3 There have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Company is aware), during the period since the establishment of the Company which may have, or have had in the recent past, significant effects on the Company and/or the Group's financial position or profitability.

14.4 The New Ordinary Shares will be created and issued by the Company in accordance with the provisions of the Articles of Incorporation and the Law. No expenses are to be charged directly to any investor pursuant to the Placing Agreement or the Issuance Programme.

14.5 Where information contained in this Prospectus 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.

14.6 The Company has not had any employees since its incorporation and does not own any premises.

14.7 The City Code on Takeovers and Mergers (the "**City Code**") applies to all takeover and merger transactions in relation to the Company and operates principally to ensure that shareholders are treated fairly, are not denied an opportunity to decide on the merits of a takeover and to ensure that shareholders of the same class are afforded equivalent treatment. The City Code provides an orderly framework within which takeovers are conducted and the Panel on Takeovers and Mergers is placed on a statutory footing.

14.8 The City Code is based upon a number of general principles which are essentially statements of standards of commercial behaviour. General Principle One states that all holders of securities of an offeree company of the same class must be afforded equivalent treatment and if a person acquires control of a company, the other holders of securities must be protected. Under Rule 9 of the City Code, when (i) a person acquires shares which, when taken together with shares already held by him or persons acting in concert with him, carry 30 per cent. or more of the voting rights of a company subject to the City Code or (ii) any person who, together with persons acting in concert with him, holds not less than 30 per cent. but not more than 50 per cent. of the voting rights of a company subject to the City Code, and such person, or any person acting in concert with him, acquires additional shares which increases his percentage of the voting rights, then in either case that person together with the persons acting in concert with him is normally required to make a general offer in cash, at the highest price paid by him, or any person acting in concert with him, for shares in the company within the preceding 12 months, for all the remaining equity share capital of the company. "Voting rights" for these purposes means all the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting.

14.9 In addition to those restrictions set out in Part 1 of this Prospectus, in accordance with the requirements of the UK Listing Authority which apply to closed ended investment funds, the Company:

(a) will not invest more than 10 per cent. in aggregate of the value of the Total Assets (calculated at the time of the relevant investment) in other investment companies or investment trusts which are listed on the Official List (except to the extent that those investment companies or investment trusts have published investment policies to invest no more than 15 per cent. of their total assets in other investment companies or investment trusts which are listed on the Official List);

(b) will not conduct any trading activity which is significant in the context of the Fund and any subsidiary undertaking as a whole; and

(c) will, at all times, invest and manage its assets in a way which is consistent with its objective of spreading investment risk and in accordance with its published investment policies.

14.10 In accordance with the requirements of the UK Listing Authority, the Company will not make any material change to its published Investment Policy without the approval of its Shareholders by ordinary resolution passed at a general meeting of the Company. Such an alteration will be announced by the Company through a Regulatory Information Service.

14.11 In the event of any breach of the Company's Investment Policy or of the investment restrictions applicable to the Company, Shareholders will be informed of the actions to be taken by the Company and/or the Investment Adviser (at the time of such a breach) by an announcement issued through a Regulatory Information Service.

15. DOCUMENTS FOR INSPECTION

Copies of the following documents may be inspected at the offices of Hogan Lovells International LLP, Atlantic House, Holborn Viaduct, London EC1A 2FG and at the registered office of the Company during normal Business Hours only on any day from the date of this Prospectus until 22 February 2019 or the earlier termination of the Issuance Programme:

(a) the Memorandum of Incorporation and Articles of Incorporation of the Company;

(b) the articles of association of UK Holdco;

(c) the published annual report and audited accounts of the Company for the financial periods ended 31 March 2015, 31 March 2016, 31 March 2017 and the published unaudited half year report of the Company for the six month period to 30 September 2017;

(d) the terms of appointment of the Directors referred to above in paragraph 5.7 of this Part 9; and

(e) this Prospectus.

Dated: 23 February 2018

NOTICE TO OVERSEAS INVESTORS

This Prospectus has been approved by the FCA as a prospectus which may be used to offer securities to the public for the purposes of section 85 FSMA and Directive 2003/7/EC (as amended by Directive 2010/73/EU) (the "**Prospectus Directive**"). 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 other than those in relation to which notices are given below.

The Company has not sought approval to passport this Prospectus under the AIFM Directive, nor has it applied to offer the New Ordinary Shares to investors under the national private placement regime of any EEA State, save for the United Kingdom and Ireland.

This Prospectus does not constitute an offer to sell, or the solicitation of an offer to subscribe for or buy, shares in any jurisdiction in which such offer or solicitation is unlawful.

For the attention of Jersey investors

Subject to certain exemptions (if applicable), the Company shall not raise money in Jersey by the issue anywhere of New Ordinary Shares, and no consent has been obtained from the Jersey Financial Services Commission for the circulation of this Prospectus in Jersey pursuant to the Control of Borrowing (Jersey) Order 1958, as amended. Subject to certain exemptions (if applicable), offers for securities in the Company may only be distributed and promoted in or from within Jersey by persons with appropriate registration under the Financial Services (Jersey) Law 1998, as amended. This Prospectus does not constitute an offer to the public in Jersey to subscribe for the New Ordinary Shares offered hereby and it must be distinctly understood that the Jersey Financial Services Commission does not accept any responsibility for the financial soundness of or any representations made in connection with the Company.

For the attention of Guernsey investors

A registered collective investment scheme 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.

For the attention of US investors

The New Ordinary Shares have not been and will not be registered under the Securities Act, or the securities laws of any other jurisdiction of the United States. The New Ordinary Shares offered by this Prospectus may not be offered or sold, directly or indirectly, within the United States, or to, or for the account or benefit of any US person (as defined in Regulation S). In addition, the Company has not been, and will not be, registered under the Investment Company Act and, as such, investors will not be entitled to the benefits of the Investment Company Act. Furthermore, the Articles of Incorporation provide that the Directors may, in their absolute discretion, refuse to register a transfer of any Shares to a person that they have reason to believe is an employee benefit plan subject to ERISA or similar US laws, that will give rise to an obligation of the Company to register under the Investment Company Act or preclude the availability of certain exemptions, that will cause the Company or the Shares to become subject to registration under the Exchange Act, the Securities Act or similar legislation or would result in the Company not being considered a "Foreign Private issuer" under the Exchange Act, that would subject the Investment Adviser to registration under the US Commodity Exchange Act of 1974, that would cause the Company any pecuniary disadvantage or that would give rise to the Company or the Investment Adviser becoming subject to any US law or regulation determined to be detrimental to it (any such person being a "**Prohibited US Person**"). The Company may require a person believed to be a Prohibited US Person to provide documentary evidence that it is not such a Prohibited US Person or to sell or transfer the New Ordinary Shares held by it to a person who is qualified to hold the New Ordinary Shares and, if these requirements are not satisfied within 30 days' notice, the New Ordinary Shares will be deemed to have been forfeited.

DEFINITIONS AND GLOSSARY

"**2015 AGM**"	means the annual general meeting of the Company held on 13 August 2015;
"**2016 AGM**"	means the annual general meeting of the Company held on 17 August 2016;
"**2017 AGM**"	means the annual general meeting of the Company held on 17 August 2017;
"**ABDA**"	means the Anaerobic Digestion and Bioresources Association;
"**AD**"	means anaerobic digestion;
"**Adjusted Portfolio Value**"	means the sum of the Fair Market Value of the Investment Portfolio, plus any cash owned by or held by or to the order of the Fund plus the aggregate amount of payments made to Shareholders by way of dividend in the quarterly period ending on the relevant Valuation Day, less any other liabilities (excluding any borrowings) and any Uninvested Cash (each to the extent that it has not already been deducted);
"**Administration Agreement**"	means the administration agreement between the Company and the Administrator dated 19 December 2013, as supplemented by an addendum dated 31 March 2015;
"**Administrator**"	means Praxis Fund Services Limited;
"**Admission**"	means admission of New Ordinary Shares to be issued pursuant to each Issue under the Issuance Programme (as the context may require) to the Official List and/or to trading on the Main Market;
"**AIC**"	means the Association of Investment Companies;
"**AIC Code**"	means the AIC Code of Corporate Governance (Guernsey edition), as amended from time to time;
"**AIF**"	means alternative investment fund;
"**AIFM**"	means alternative investment fund manager;
"**AIFM Directive**"	means the EU Alternative Investment Fund Managers Directive (No. 2011/61/EU);
"**Amber Solar project**" or "**Amber Solar**"	means the Amber solar park project (as described in Part 3 of this Prospectus);
"**Articles of Incorporation**" or "**Articles**"	means the articles of incorporation of the Company in force from time to time;
"**Auditors**"	means the auditors from time to time of the Company, the current such auditors being Deloitte LLP who are registered with the Institute of Chartered Accountants of England and Wales;
"**Base Fee**"	means the annual investment advisory fee to which the Investment Adviser is entitled as described in Part 5 of this Prospectus;

"**BEIS**"	means the Department for Business, Energy and Industrial Strategy;
"**Bilsthorpe Wind project**" or "**Bilsthorpe Wind**"	means the Bilsthorpe wind farm project (as described in Part 3 of this Prospectus);
"**Board**"	see "Directors" below;
"**Branden Solar project**" or "**Branden Solar**"	means the Branden solar park project (as described in Part 3 of this Prospectus);
"**BSC**"	means the Balancing and Settlement Code, which contains the governance arrangements for electricity balancing and settlement in GB;
"**Burton Wold Extension Wind project**" or "**Burton Wold Extension Wind**"	means the Burton Wold Extension wind farm project (as described in Part 3 of this Prospectus);
"**Business Day**"	means any day (other than a Saturday, Sunday or bank holiday) on which commercial banks are open for non automated business in London and Guernsey;
"**Business Hours**"	means the hours between 9.30 a.m. and 5.30 p.m. on any Business Day;
"**Buy-side Committee**"	means the committee within the Investment Adviser representing the interests of the Company in respect of an acquisition;
"**Carscreugh Wind project**" or "**Carscreugh Wind**"	means the Carscreugh wind farm project (as described in Part 3 of this Prospectus);
"**Castle Pill Wind project**" or "**Castle Pill Wind**"	means the Castle Pill wind farm project (as described in Part 3 of this Prospectus);
"**CCL**"	means the Climate Change Levy;
"**certificated**" or "**in certificated form**"	means where a share or other security is not in uncertificated form;
"**Channel Islands**"	means the Bailiwick of Guernsey and the Bailiwick of Jersey;
"**CHP**"	means combined heat and power;
"**City Code**"	means the City Code on Takeovers and Mergers;
"**Commission**"	means the Guernsey Financial Services Commission;
"**Company**"	means John Laing Environmental Assets Group Limited, a company incorporated in Guernsey (registered number 57682);
"**Corporate Governance Code**"	means the UK Corporate Governance Code, as amended from time to time;
"**CPS**"	means the Carbon Price Support charge;
"**CREST**"	means a paperless settlement procedure operated by Euroclear UK & Ireland Limited enabling system securities to be evidenced otherwise than by written instrument;
"**CSA**"	means core service agreement;

"**CSGH Solar project**" or "**CSGH Solar**"	means, the CSGH portfolio of four ground mounted solar parks (as described in Part 3 of this Prospectus);
"**C Shares**"	means the temporary and separate class of shares that the Directors may determine to issue, as described in paragraph 9.21 of Part 9 of this Prospectus;
"**Current Portfolio**"	means the portfolio of Investment Interests which the Fund has acquired as at the date of this Prospectus, as further described in Part 3 of this Prospectus;
"**D&G Waste project**" or "**D&G Waste**"	means the Dumfries and Galloway waste treatment and processing project (as described in Part 3 of this Prospectus);
"**Daily Official List**"	means the daily record setting out the prices of all trades in shares and other securities conducted on the London Stock Exchange;
"**DECC**"	means the Department of Energy and Climate Change (which became part of BEIS in July 2016);
"**Defra**"	means the Department for Environment, Food and Rural Affairs;
"**Directors**" or "**Board**"	means the directors from time to time of the Company (or any duly constituted committee thereof) as the context may require, and "Director" is to be construed accordingly;
"**Disclosure Guidance and Transparency Rules**"	means the disclosure guidance given by the FCA as the competent authority in the UK for the purposes of Article 22 of the Market Abuse Regulation and the transparency rules made by the FCA under section 73A of FSMA;
"**Distributable Cash Flows**"	means, in any relevant period, all cash received by the Fund from and in respect of its Investment Portfolio (including but not limited to interest payments on shareholder loans, repayments of shareholder loans, dividend payments and cash balances from previous periods) less any expenses of the Fund and any other liabilities of the Fund that are due and payable in the relevant period;
"**Dungavel Wind project**" or "**Dungavel Wind**"	means the Dungavel wind farm project (as described in Part 3 of this Prospectus);
"**EEA**"	means the European Economic Area;
"**EEA State**"	means a state in the European Economic Area;
"**ELWA Waste project**" or "**ELWA Waste**"	means the East London Waste Authority waste treatment and processing project (as described in Part 3 of this Prospectus);
"**EMR**"	means Electricity Market Reform;
"**Environmental Infrastructure**"	means infrastructure projects that utilise natural or waste resources or support more environmentally-friendly approaches to economic activity. This could involve the generation of renewable energy (including solar, wind, hydropower and biomass technologies), the supply and treatment of water, the treatment and processing of waste, and projects that promote energy efficiency;

"**ERISA**"	means the United States Employee Retirement Income Security Act of 1974 and the regulations promulgated thereunder (in each case as amended);
"**Excluded Territories**"	means Australia, Canada, Japan, New Zealand, the Republic of South Africa, the United States of America and any other jurisdiction where the extension or availability of an offer of Shares would breach any applicable law or regulation;
"**Existing Ordinary Share**"	means an Ordinary Share that is in issue as at the date of this Prospectus;
"**Existing Shareholder**"	means a holder of an Existing Ordinary Share;
"**Extraordinary General Meeting**"	means the extraordinary general meeting of the Company to be held on 2 March 2018;
"**EU**"	means the European Union;
"**EU Member States**"	means those states which are members of the EU from time to time;
"**Exchange Act**"	means the United States Exchange Act of 1934, as amended;
"**Facility**"	means the revolving credit facility and optional accordion facility made available pursuant to the Facility Agreement;
"**Facility Agreement**"	means the £130 million multi-currency revolving credit facilities agreement (with a £60 million accordion facility option) dated 14 June 2017 and made between UK Holdco, the Company, Santander UK Plc, HSBC Bank plc, ING Bank (a branch of ING DIBA AG), NIBC Financing N.V. and NIBC Bank N.V.;
"**Fair Market Value**"	means the price which the valuee might reasonably be expected to transact at in money or money's worth, in a sale between a willing buyer and a willing seller, each of whom is deemed to be acting for self-interest and gain and both of whom are equally well informed about the valuee and the markets in which it operates;
"**FATCA**"	means the US Foreign Account Tax Compliance Act;
"**FCA**"	means the UK Financial Conduct Authority or any successor body thereof;
"**Ferndale Wind project**" or "**Ferndale Wind**"	means the Ferndale wind farm project (as described in Part 3 of this Prospectus);
"**First Offer Agreement**"	means the first offer agreement between the Company and John Laing dated 19 February 2014 and amended by a deed of amendment on 7 January 2015;
"**Final Details**"	means, in respect of any Issue, the final details of that Issue announced by the Company by way of the publication of a notice through a Regulatory Information Service and on the Company's website http://www.jlen.com.
"**FIT**"	means a Feed-in Tariff;
"**FSMA**"	means the Financial Services and Markets Act 2000 of the United Kingdom, as amended;

"**Fund**"	means the Company and UK Holdco (together or individually as appropriate);
"**Further Investments**"	means potential future direct and indirect interests in Investment Interests that may be acquired by the Fund, which where the context permits shall include the underlying projects or investment entities;
"**FY**"	means full year;
"**GAAP**"	means generally accepted accounting principles;
"**GPA**"	means gas purchase agreement;
"**GB**"	means Great Britain;
"**GDP**"	means gross domestic product;
"**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 any taxes;
"**GGO**"	means Green Gas Oxon Limited;
"**Gross Project Value**"	means in respect of each Project Entity, the Fair Market Value of the Investment Interests in such Project Entity acquired or to be acquired by the Fund as increased by the amount of any financing held within the relevant Project Entity (with the Fund being deemed to have a proportionate interest in any financing held within a Project Entity where the Fund does not own the entire equity interest in such Project Entity);
"**Group**"	means the Company, UK Holdco and any direct or indirect subsidiaries of either of them;
"**Guernsey Regulations**"	means the Uncertificated Securities (Guernsey) Regulations, 2009 (as amended from time to time);
"**GW**"	means gigawatt;
"**Hall Farm Wind project**" or "**Hall Farm Wind**"	means the Hall Farm wind farm project (as described in Part 3 of this Prospectus);
"**HMRC**"	means HM Revenue & Customs;
"**Holding Entities**"	means all or any of UK 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 Project Entities;
"**Icknield Farm AD project**" or "**Icknield Farm AD**"	means the Icknield Farm anaerobic digestion project (as described in Part 3 of this Prospectus);
"**Icknield Farm SPVs**"	means, together, GGO and Icknield Gas Limited;
"**IEC**"	means the International Electrotechnical Commission; the non-governmental standards organisation for all electrical, electronic and related technologies;
"**IFRS**"	means International Financial Reporting Standards as adopted by the EU;

"**Initial Placing**"	means the initial Placing by Winterflood of New Ordinary Shares at the Issue Price on the terms and subject to the conditions set out in this Prospectus and the Placing Agreement, which is expected to close on 6 March 2018;
"**Interested Party**"	means the John Laing Group, the Investment Adviser, the Administrator, Winterflood, the Registrar, the Receiving Agent, any of their respective directors, officers, employees, service providers, agents and connected persons and the Directors and any person or company with whom they are affiliated or by whom they are employed;
"**Intermediaries**"	means any intermediary financial institution which is accepted and appointed by the Company in connection with any Intermediaries Offer and agrees to adhere to and be bound by the Intermediaries Terms and Conditions;
"**Intermediaries Offer**"	means the offer by the Intermediaries of New Ordinary Shares to retail investors in the United Kingdom on the terms, and subject to the conditions, set out in this Prospectus;
"**Intermediaries Terms and Conditions**"	means the terms and conditions to be agreed between the Company, Winterflood and the Intermediaries in relation to Intermediaries Offers, pursuant to which each Intermediary will apply for Ordinary Shares in any Intermediaries Offer, including, *inter alia*, the terms set out in more detail in paragraph 13.2 of Part 9 of this Prospectus;
"**Investment Adviser**"	means JLCM, acting in its capacity as investment adviser to the Company and/or UK Holdco, as the context requires, pursuant to the Investment Advisory Agreement;
"**Investment Advisory Agreement**"	means the investment advisory agreement between the Investment Adviser, the Company and UK Holdco dated 19 February 2014, as amended by deeds of amendment dated 21 March 2014 and 25 June 2014;
"**Investment Company Act**"	means the United States Investment Company Act of 1940, as amended;
"**Investment Interests**"	means partnership equity, partnership loans, membership interests, share capital, trust units, shareholder loans and/or debt interests in or to Project Entities or any other entities or undertakings in which the Fund invests or in which it may invest;
"**Investment Policy**"	means the investment strategy, policies and restrictions set out by the Company in this Prospectus, as the same may be amended or replaced from time to time;
"**Investment Portfolio**"	means the Investment Interests from time to time owned by or held by or to the order of any member of the Fund from time to time;
"**IPO**"	means the admission to trading on the Main Market on 31 March 2014 of the Company's initial public offering of 160.0 million Ordinary Shares;
"**Issue**"	means, as the context requires, an issue of New Ordinary Shares undertaken pursuant to the Issuance Programme;

"**Issue Price**"	means the price at which New Ordinary Shares will be issued in the Initial Placing;
"**Issuance Programme**"	means the programme pursuant to which New Ordinary Shares will be issued, as described in Part 6 of this Prospectus, and including the Initial Placing;
"**Issuance Programme Price**"	means the price at which New Ordinary Shares will be issued in respect of each Issue made pursuant to the Issuance Programme, which will be determined as explained in Part 6 of this Prospectus;
"**ISIN**"	means the International Securities Identification Number;
"**JLCM**"	means John Laing Capital Management Limited, a company incorporated in England and Wales (registered number 05132286) which is regulated and authorised by the FCA;
"**John Laing**"	means John Laing Limited, a company incorporated in England and Wales (registered number 01345670) and a wholly-owned member of the John Laing Group;
"**John Laing Group**"	means John Laing Group plc, a company incorporated in England and Wales (registered number 05975300) and any of its subsidiary undertakings from time to time;
"**kW**"	means kilowatt;
"**kWh**"	means kilowatt hour;
"**Landfill Directive**"	means the EU Directive on the Landfill of Waste (No. 99/31/EC);
"**LATS**"	means the Landfill Allowance Trading Scheme;
"**Law**"	means the Companies (Guernsey) Law 2008, as amended or replaced from time to time;
"**LEI**"	means the Legal Entity Identifier;
"**Le Placis Vert Wind project**" or "**Le Placis Vert Wind**"	means the Parc Éolien Le Placis Vert wind farm project (as described in Part 3 of this Prospectus);
"**Link Asset Services**"	is a trading name of Link Market Services Limited;
"**Listing Rules**"	means the listing rules made by the UK Listing Authority under section 73A of FSMA;
"**LNG**"	means liquefied natural gas;
"**London Stock Exchange**"	means London Stock Exchange plc;
"**Llynfi Afan Wind project**" or "**Llynfi Afan Wind**"	means the Llynfi Afan wind farm (as described in Part 3 of this Prospectus);
"**Main Market**"	means the main market of the London Stock Exchange for listed securities;
"**Memorandum of Incorporation**"	means the memorandum of incorporation of the Company;
"**Moel Moelogan Wind project**" or **Moel Moelogan Wind**"	means, together, the Moel Moelogan 1 wind farm and the Moel Moelogan 2 wind farm (as described in Part 3 of this Prospectus);

"**Monksham Solar project**" or "**Monksham Solar**"	means the Monksham solar park project (as described in Part 3 of this Prospectus);
"**MW**"	means megawatt;
"**MWh**"	means megawatt hour;
"**Net Asset Value**" or "**NAV**"	means the net asset value under IFRS of the Company in total or per Ordinary Share (as the context requires);
"**New Albion Wind project**" or "**New Albion Wind**"	means the New Albion wind farm project (as described in Part 3 of this Prospectus);
"**New Ordinary Shareholder**"	means a holder of New Ordinary Shares issued pursuant to the Issuance Programme;
"**New Ordinary Shares**"	means the Ordinary Shares to be issued pursuant to the Issuance Programme under the terms set out in this Prospectus, and "New Ordinary Share" shall be construed accordingly;
"**Non-Domestic Renewable Head Incentive**"	means the environmental programme established by the UK government which provides financial incentives to increase the uptake of renewable heat by businesses, the public sector and non-profit organisations, under which eligible installations receive quarterly payments over a 20 year period, based on the amount of heat which they generate;
"**O&M Services**"	means operation and maintenance services;
"**OECD**"	means the Organisation for Economic Co-operation and Development;
"**Offer for Subscription**"	means any offer for subscription for New Ordinary Shares pursuant to the Issuance Programme, on the terms and subject to the conditions set out in this Prospectus and (where applicable) the Subscription Form;
"**Official List**"	means the official list maintained by the UK Listing Authority;
"**Ofgem**"	means the Office of Gas and Electricity Markets;
"**Ordinary Shareholder**"	means a holder of an Ordinary Share;
"**Ordinary Shares**"	means ordinary shares of no par value each in the capital of the Company;
"**Original Facility Agreement**"	means the £75 million multi-currency revolving credit facility agreement dated 9 October 2014 as subsequently amended and restated on 14 July 2016 and made between UK Holdco, the Company, HSBC Bank plc, NIBC Bank N.V., NIBC Financing N.V. and HSBC Corporate Trustee Company (UK) Limited, and as repaid and replaced by the Facility Agreement
"**Panther Solar portfolio**" or "**Panther Solar**"	means the Panther solar installation portfolio (as described in Part 3 of this Prospectus);
"**PFI**"	means the Private Finance Initiative procurement model;
"**Placee**"	means a person who is accepted and chooses to participate in any Placing;

"**Placing**"	means any placing of New Ordinary Shares by Winterflood to one or more investors pursuant to the Issuance Programme;
"**Placing Agreement**"	means the Placing Agreement relating to the Issuance Programme between the Company, the Investment Adviser, the Directors and Winterflood dated 23 February 2018;
"**Placing Fees**"	means the fees and commission to which Winterflood is entitled under the Placing Agreement, as described in Part 9 of this Prospectus;
"**Plouguernevel Wind project**" or "**Plouguernevel Wind**"	means the Energie Éolienne de Plouguernevel wind farm project (as described in Part 3 of this Prospectus);
"**PPA**"	means a power purchase agreement;
"**PPP**"	means the Public Private Partnership procurement model (or any equivalent procurement models relating to infrastructure projects between the public and the private sectors as currently exist in different jurisdictions or as developed in the future in the UK or other jurisdictions, and including projects of similar structure with utility clients, such as water companies);
"**Pre-emption Resolution**"	means the resolution to be proposed at the Extraordinary General Meeting in connection with the Initial Placing and the Issuance Programme, disapplying pre-emption rights;
"**Prohibited US Person**"	has the meaning given in paragraph 9.11 of Part 9 of this Prospectus;
"**Project Agreement**"	means the agreement between a Project Entity and the relevant Public Sector Client under which the Project Entity agrees to procure the construction of a PFI/PPP infrastructure project and/or the provision of services in relation to that project;
"**Project Entity**"	means a special purpose entity (including any company, partnership or trust) formed to undertake an Environmental Infrastructure project or projects or provide Environmental Infrastructure services, including, where relevant, special purpose holding companies holding a project company's equity;
"**Prospectus**"	means this Prospectus;
"**Prospectus Rules**"	means the prospectus rules made by the FCA under section 73A of FSMA;
"**Public Sector Client**"	means a procuring client that is in the public sector;
"**PV**"	means photovoltaic;
"**Pylle Southern Solar project**" or "**Pylle Southern Solar**"	means the Pylle Southern solar park project as described in Part 3 of this Prospectus);
"**RCIS Rules**"	means the Registered Collective Investment Schemes Rules 2015 issued by the Commission;
"**Receiving Agent**"	means Link Asset Services;
"**Receiving Agent Agreement**"	means the receiving agent services agreement between the Company and the Receiving Agent relating to the Issuance Programme dated 16 February 2018;

"**Registrar**"	means Link Market Services (Guernsey) Limited;
"**Registrar Agreement**"	means the registrar agreement between the Company and the Registrar dated 19 February 2014, as supplemented by an addendum dated 21 May 2014 and a further addendum dated 17 November 2016;
"**Regulatory Information Service**"	means a regulatory information service approved by the FCA and on the list of Regulatory Information Services maintained by the FCA;
"**Renewable Energy Directive**"	means the EU Directive on the Promotion of the Use of Energy from Renewable Sources (No. 2009/28/EC);
"**Renewable Energy Generation**"	means the generation of energy from renewable sources (including without limitation solar, wind, hydropower and biomass technologies);
"**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 electricity they supply to customers from eligible renewable sources or pay a penalty;
"**Renewi**"	Renewi PFI Investments Limited;
"**Renewi UK**"	Renewi UK Services Limited;
"**Retail Price Index**" or "**RPI**"	means the UK retail price index as published by the Office for National Statistics (or any comparable index which may replace it for all items);
"**RHI**"	means the Non-Domestic Renewable Heat Incentive;
"**RO**"	means the Renewables Obligation;
"**ROCs**"	means Renewables Obligation Certificates;
"**Securities Act**"	means the United States Securities Act of 1933, as amended;
"**SEDOL**"	means the Stock Exchange Daily Official List;
"**Sell-side Committee**"	means the committee within John Laing to represent the interests of John Laing Group vendors in respect of acquisitions by the Fund;
"**Share**"	means a share in the capital of the Company (of whatever class);
"**Shareholder**"	means a registered holder of a Share;
"**SRF**"	means solid recoverable fuel;
"**Strike Price**"	means, in respect of any Offer for Subscription, the Issuance Programme Price determined in accordance with the book build for that Offer for Subscription, as set out in Appendix 2 to this Prospectus;
"**Subscription Form**"	means the Subscription Form attached to this Prospectus for use in connection with an Offer for Subscription;

"**Tay Wastewater project**" or "**Tay Wastewater**"	means the Tay wastewater treatment and processing project (as described in Part 3 of this Prospectus);
"**Total Assets**"	means the Fair Market Value of the Investment Portfolio plus any cash held to or for the order of the Fund;
"**Total Shareholder Return**"	means the combined price movement of the Ordinary Shares and dividends paid in respect of those Shares, in each case since IPO, expressed as an annualised percentage;
"**TWh**"	means terawatt hour;
"**UK**" or "**United Kingdom**"	means the United Kingdom of Great Britain and Northern Ireland;
"**UK Holdco**"	means John Laing Environmental Assets Group (UK) Limited, a limited company incorporated in England and Wales which is a wholly-owned subsidiary of the Company with registered number 8856505 and its registered office at 1 Kingsway, London WC2B 6AN;
"**UK Listing Authority**" or "**UKLA**"	means the Financial Conduct Authority acting in its capacity as a competent authority for listing in the UK pursuant to Part VI of FSMA;
"**uncertificated**" or "**in uncertificated form**"	means recorded on the relevant register of the shares or security concerned as being held in uncertificated form in CREST and title to which, by virtue of the Guernsey Regulations, may be transferred by means of CREST;
"**UNC**"	means the Uniform Network Code applicable to any gas distribution network;
"**Underlying Applicants**"	means UK retail investors who wish to acquire shares in an Intermediaries Offer via an Intermediary;
"**Uninvested Cash**"	means the net proceeds of any equity or debt capital raising by the Company that is held in cash or near cash instruments until such time as such net proceeds are invested by the Fund in Investment Interests, save that cash or near cash instruments held by the Fund for working capital purposes and any cash received by the Fund from or in respect of Investment Interests (by way of realisation of investment capital, dividends on equity, repayment of principal or interest on shareholder loans or otherwise) shall be deemed not to be Uninvested Cash;
"**US**" or "**United States**"	means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
"**US Person**" or "**United Person**"	has the meaning given in Regulation S under the Securities Act; States;
"**Valuation Day**"	means 31 March, 30 June, 30 September and 31 December of each year;
"**VAT**"	means value added tax;

"**Vulcan Renewables AD project**" or "**Vulcan Renewables AD**"	means the Vulcan Renewables anaerobic digestion project (as described in Part 3 of this Prospectus);
"**Vulcan SPV**"	means Vulcan Renewables Limited;
"**Wear Point Wind project**" or "**Wear Point Wind**"	means the Wear Point wind farm project (as described in Part 3 of this Prospectus); and
"**Winterflood**"	means Winterflood Securities Limited.

APPENDIX 1

TERMS AND CONDITIONS OF EACH PLACING

1. Introduction

1.1 Each Placee which confirms its agreement (whether orally or in writing) to Winterflood to subscribe for New Ordinary Shares under the Issuance Programme will be bound by these terms and conditions and will be deemed to have accepted them.

1.2 The Company and/or Winterflood 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**").

1.3 To bid in any Placing where the Issuance Programme Price is determined by way bookbuild (including the Initial Placing), investors will need to communicate their bid (or bids) by telephone to their usual sales contact at Winterflood. Each telephone bid should state the number of New Ordinary Shares for which the prospective investor wishes to subscribe and the price or price range that the prospective investor is offering to pay; any bid price must be for a full pence or half pence amount. Winterflood may choose to accept bids, either in whole or in part, on the basis of allocations determined in agreement with the Company, and may scale down any bids for this purpose on such basis as the Company and Winterflood may determine. Winterflood may also, notwithstanding the above, subject to the prior consent of the Company: (i) allocate New Shares after the time of any initial allocation to any person submitting a bid after that time, and (ii) allocate New Shares after the bookbuild has closed to any person submitting a bid after that time.

2. Agreement to Subscribe for New Ordinary Shares

Conditional on: (i) in the case of the Initial Placing, Admission occurring and becoming effective by 8.00 a.m. (London time) on 9 March 2018 (or such other date as the Company and Winterflood may agree prior to the closing of the Initial Placing) and, in the case of any Placing under the Issuance Programme, the relevant Admission under the Issuance Programme occurring and becoming effective by such time and on such date as the Company and Winterflood may agree prior to the closing of each Placing under the Issuance Programme, not being later than 22 February 2019; (ii) the Placing Agreement becoming otherwise unconditional in all respects and not having been terminated on or before the date of any relevant Admission; and (iii) Winterflood confirming to the Placees their allocation of New Ordinary Shares, each Placee agrees to become a member of the Company and agrees to subscribe for those New Ordinary Shares allocated to it by the Company (in consultation with Winterflood and the Investment Adviser) at the applicable Issuance Programme 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 Ordinary Shares

3.1 Each Placee must pay the relevant price for the New Ordinary Shares issued to the Placee in the manner and by the time directed by Winterflood. If any Placee fails to pay as so directed and/or by the time required, the relevant Placee's application for New Ordinary Shares may, at Winterflood's discretion, either be rejected or accepted (and in the latter case paragraph 3.2 of these terms and conditions shall apply).

3.2 Any Placee which does not comply with its obligation to pay the relevant price for the New Ordinary Shares issued to it in accordance to paragraph 3.1 of these terms and conditions shall be deemed hereby to have appointed Winterflood, or any nominee of Winterflood as its agent to use its reasonable endeavours to sell (in one or more transactions) any or all of the New Ordinary Shares allocated to the Placee in respect of which payment shall not have been made as directed, and to indemnify Winterflood and its affiliates on demand in respect of any liability for stamp duty and/or stamp duty reserve tax or any other liability whatsoever arising in respect of any such sale or sales. The Placee will remain liable for any shortfall below the aggregate amount owed by such Placee to Winterflood, plus any interest due on such amount.

4. Representations and Warranties

By agreeing to subscribe for New Ordinary Shares, each Placee which enters into a commitment to subscribe for New Ordinary Shares will (for itself and any person(s) procured by it to subscribe for New Ordinary Shares and any nominee(s) for any such person(s)) be deemed to agree, represent and warrant to each of the Company, the Investment Adviser and Winterflood that:

4.1 In agreeing to subscribe for New Ordinary Shares under the Issuance Programme, it is relying solely on this 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 Issuance Programme. It agrees that none of the Company, the Investment Adviser or Winterflood, 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;

4.2 The content of this Prospectus is exclusively the responsibility of the Company and the Board and, apart from the liabilities and responsibilities, if any, which may be imposed on Winterflood under any regulatory regime, neither Winterflood nor any person acting on its behalf nor any of its affiliates makes any representation, express or implied, nor accepts any responsibility whatsoever for the contents of this document nor for any other statement made or purported to be made by it or on its or their behalf in connection with the Company, the New Ordinary Shares or the Issuance Programme;

4.3 If the laws of any territory or jurisdiction outside the United Kingdom are applicable to its agreement to subscribe for New Ordinary Shares under the Issuance Programme, it warrants that it has complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with its application in any territory and that it has not taken any action or omitted to take any action which will result in the Company, the Investment Adviser or Winterflood 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 Issuance Programme;

4.4 It has not relied on Winterflood nor any person affiliated with Winterflood in connection with any investigation of the accuracy of any information contained in this Prospectus;

4.5 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 Ordinary Shares and it is not acting on a non-discretionary basis for any such person;

4.6 It agrees that, having had the opportunity to read this Prospectus, it shall be deemed to have had notice of all information and representations contained in this Prospectus, that it is acquiring New Ordinary Shares solely on the basis of this Prospectus and no other information and that in accepting a participation in any Placing under the Issuance Programme it has had access to all information it believes necessary or appropriate in connection with its decision to subscribe for New Ordinary Shares;

4.7 It acknowledges that no person is authorised, in connection with the Issuance Programme, to give any information or make any representation other than as contained in this Prospectus and, if given or made, any information or representation must not be relied upon as having been authorised by Winterflood, the Company or the Investment Adviser;

4.8 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;

4.9 It accepts that none of the New Ordinary Shares have been or will be registered under the laws of the United States, Canada, Australia, Japan, New Zealand or South Africa or any other jurisdiction where the availability of the Issuance Programme would breach any applicable law (an "**Excluded Territory**"). Accordingly, the New Ordinary Shares may not be offered, sold or delivered, directly or indirectly, within any Excluded Territory;

4.10 If it is receiving the offer 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 Ordinary Shares may be lawfully offered under that other jurisdiction's laws and regulations;

4.11 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 EEA 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 EEA State)) and (b) if that relevant EEA State has implemented the AIFM Directive, that it is a person to whom the New Ordinary Shares may lawfully be marketed under the AIFM Directive or under the applicable implementing legislation (if any) of that relevant EEA State;

4.12 If it is outside the United Kingdom, neither this Prospectus nor any other offering, marketing or other material in connection with the Issuance Programme constitutes an invitation, offer or promotion to, or arrangement with, it or any person whom it is procuring to subscribe for New Ordinary Shares pursuant to the Issuance Programme (as applicable) 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 Ordinary 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;

4.13 It acknowledges that none of Winterflood nor any of its affiliates nor any person acting on its or their behalf is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Issuance Programme or providing any advice in relation to the Issuance Programme, and participation in the Issuance Programme is on the basis that it is not and will not be a client of Winterflood or any of its affiliates and that Winterflood and any of its 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 Issuance Programme, nor in respect of any representations, warranties, undertaking or indemnities contained in the Placing Letter;

4.14 It acknowledges that, apart from the liabilities and responsibilities (if any) which may be imposed on Winterflood by FSMA or the regulatory regime established thereunder, and save in the event of fraud on the part of Winterflood, neither of (i) Winterflood, (ii) Winterflood's respective ultimate holding companies, (iii) any of the foregoing's direct or indirect subsidiary undertakings, or (iv) any of the foregoing's respective directors, members, partners, officers or employees, shall be responsible or liable to a Placee or any of its clients for any matter arising out of Winterflood's role as sole sponsor and bookrunner or otherwise in connection with the Placing and that were any such responsibility or liability nevertheless arise as a matter of law the Placee and, if relevant, its clients will immediately waive any claim against any of such persons which the Placee or any of its clients may have in respect thereof;

4.15 It acknowledges that where it is subscribing for New Ordinary 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 Ordinary Shares for each such account; (ii) to make on each such account's behalf the representations, warranties and agreements set out in this Prospectus; and (iii) to receive on behalf of each such account any documentation relating to the Issuance Programme in the form provided by the Company and/or Winterflood. It agrees that the provision of this paragraph shall survive any resale of the New Ordinary Shares by or on behalf of any such account;

4.16 It irrevocably appoints any Director and any director of Winterflood 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 Ordinary Shares for which it has given a commitment under the Issuance Programme, in the event of its own failure to do so;

4.17 It accepts that if any Placing under the Issuance Programme does not proceed or the conditions to the Placing Agreement are not satisfied or the New Ordinary Shares for which valid applications are received and accepted are not admitted to listing and trading on the Official List

and the Main Market (respectively) for any reason whatsoever then none of the Company, the Investment Adviser, Winterflood 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;

4.18 In connection with its participation in the Issuance Programme it has observed all relevant legislation and regulations, in particular (but without limitation) those relating to money laundering and countering terrorist financing and that its application is only made on the basis that it accepts full responsibility for any requirement to identify and verify the identity of its clients and other persons in respect of whom it has applied. In addition, it warrants that it is a person: (i) subject to the Money Laundering 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 Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Law, 1999, the Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Regulations 2007 and the Money Laundering (Disclosure of Information) (Guernsey) Law, 1995, each as amended from time to time as supplemented by any other applicable anti-money laundering guidance, regulations or legislation; 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;

4.19 It agrees that, due to anti-money laundering and the countering of terrorist financing requirements, Winterflood 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, Winterflood and/or the Company may refuse to accept the application and the subscription moneys relating thereto. It holds harmless and will indemnify Winterflood 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;

4.20 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 the New Ordinary 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;

4.21 It acknowledges and agrees that information provided by it to the Company and the Registrar 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, as amended, and the Data Protection Act 1998 (the "**DP Laws**") and other relevant data protection legislation which may be applicable, the Registrar is required to specify the purposes for which it will hold personal data. The Registrar will only use such information for the purposes set out below (collectively, the "**Purposes**"), being to:

(i) process its personal data (including sensitive personal data) as required by or in connection with its holding of the New Ordinary Shares, including processing personal data in connection with credit and money laundering checks on it;

(ii) communicate with it as necessary in connection with its affairs and generally in connection with its holding of the New Ordinary Shares;

(iii) provide personal data to such third parties as the Registrar may consider necessary in connection with its affairs and generally in connection with its holding of the New Ordinary Shares or as the DP Laws may require, including to third parties outside the Bailiwick of Guernsey or the European Economic Area;

(iv) without limitation, provide such personal data to the Company or the Investment Adviser and their respective associates for processing, notwithstanding that any such party may be outside the Bailiwick of Guernsey or the European Economic Area; and

(v) process its personal data for the Registrar's internal administration;

4.22 In providing the Registrar, the Administrator and/or the Receiving Agent with information, it hereby represents and warrants to the Registrar that it has obtained the consent of any data subject to the Registrar and its respective associates holding and using their personal data for the Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Purposes set out in paragraph 4.19 above). For the purposes of this document, "data subject", "personal data" and "sensitive personal data" shall have the meanings attributed to them in the DP Laws;

4.23 Winterflood 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);

4.24 The representations, undertakings and warranties contained in this Prospectus are irrevocable. It acknowledges that Winterflood, 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 Ordinary Shares are no longer accurate, it shall promptly notify Winterflood and the Company;

4.25 Where it or any person acting on behalf of it is dealing with Winterflood, any money held in an account with Winterflood on behalf of it and/or any person acting on behalf of it will not be treated as client money within the meaning of the relevant rules and regulations of the FCA which therefore will not require Winterflood to segregate such money, as that money will be held by Winterflood under a banking relationship and not as trustee;

4.26 Any of its clients, whether or not identified to Winterflood or any of its affiliates or agents, will remain its sole responsibility and will not become clients of Winterflood or any of its affiliates or agents for the purposes of the rules of the FCA or for the purposes of any other statutory or regulatory provision;

4.27 It accepts that the allocation of New Ordinary Shares shall be determined by the Directors (in consultation with Winterflood and the Investment Adviser) in their absolute discretion and that such persons may scale down any commitments in any Placing for this purpose on such basis as they may determine; and

4.28 Time shall be of the essence as regards its obligations to settle payment for the New Ordinary Shares and to comply with its other obligations under the relevant Placing.

5. United States Purchase and Transfer Restrictions

5.1 By participating in any Placing under the Issuance Programme, each Placee acknowledges and agrees that it will (for itself and any person(s) procured by it to subscribe for New Ordinary Shares and any nominee(s) for any such person(s)) be further deemed to represent and warrant to each of the Company, the Investment Adviser and Winterflood that:

(a) it is not a US Person, is not located in the US and it is acquiring the New Ordinary Shares in an offshore transaction meeting the requirements of Regulation S and it is not acquiring the New Ordinary Shares for the account or benefit of a US Person;

(b) it acknowledges that the New Ordinary Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold in the United States or to, or for the account or benefit of, US Persons absent registration or an exemption from registration under the US Securities Act;

(c) it acknowledges that the Company has not registered under the US Investment Company Act and that the Company has put in place restrictions for transactions not involving any public offering in the United States, and to ensure that the Company is not and will not be required to register under the US Investment Company Act;

(d) no portion of the assets used to purchase, and no portion of the assets used to hold, the New Ordinary Shares or any beneficial interest therein constitutes or will constitute the assets of (i) an "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title I of ERISA; (ii) a "plan" as defined in Section 4975 of the 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 a Placee is a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the Code, its purchase, holding, and disposition of the New Ordinary Shares must not constitute or result in a non-exempt violation of any such substantially similar law;

(e) if in the future the Placee decide to offer, sell, transfer, assign or otherwise dispose of its New Ordinary Shares, it will do so only in compliance with an exemption from the registration requirements of the US Securities Act and under circumstances which will not require the Company to register under the US Investment Company Act. It acknowledges that any sale, transfer, assignment, pledge or other disposal made other than in compliance with such laws and the above stated restrictions may be subject to the compulsory transfer provisions as provided in the Articles of Association;

(f) it is purchasing the New Ordinary Shares for its own account or for one or more investment accounts for which it is acting as a fiduciary or agent, in each case for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the New Ordinary Shares in any manner that would violate the US Securities Act, the US Investment Company Act or any other applicable securities laws;

(g) it acknowledges that the Company reserves the right to make inquiries of any holder of the New Ordinary Shares or interests therein at any time as to such person's status under US federal securities laws and to require any such person that has not satisfied the Company that holding by such person will not violate or require registration under US securities laws to transfer such New Ordinary Shares or interests in accordance with the Articles of Association;

(h) it acknowledges and understands that the Company is required to comply with FATCA and CRS and agrees to furnish any information and documents the Company may from time to time request, including but not limited to information required under FATCA or CRS;

(i) it is entitled to acquire the New Ordinary Shares under the laws of all relevant jurisdictions which apply to it, it has fully observed all such laws and obtained all governmental and other consents which may be required thereunder and complied with all necessary formalities and it has paid all issue, transfer or other taxes due in connection with its acceptance in any jurisdiction of the New Ordinary Shares and that it has not taken any action, or omitted to take any action, which may result in the Company, the Investment Adviser, Winterflood or their respective directors, officers, agents, employees and advisers being in breach of the laws of any jurisdiction in connection with the relevant Placing, or its acceptance of participation in any Placing under the Issuance Programme;

(j) it has received, carefully read and understands this Prospectus, and has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this Prospectus or any other presentation or offering materials concerning the New Ordinary Shares to within the United States or to any US Persons, nor will it do any of the foregoing; and

(k) if it is acquiring any New Ordinary Shares as a fiduciary or agent for one or more accounts, the Placee 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.

5.2 The Company, the Investment Adviser, Winterflood, the Registrar 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.

5.3 If any of the representations, warranties, acknowledgments or agreements made by the Placee are no longer accurate or have not been complied with, the Placee will immediately notify the Company and Winterflood.

6. Supply and Disclosure of Information

If Winterflood, the Company or any of their agents request any information in connection with a Placee's agreement to subscribe for New Ordinary Shares under the Issuance Programme or to comply with any relevant legislation, such Placee must promptly disclose it to them.

7. Miscellaneous

7.1 The rights and remedies of Winterflood 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.

7.2 On application, if a Placee is a discretionary fund manager, that Placee may be asked to disclose in writing or orally the jurisdiction in which its funds are managed or owned. All documents provided in connection with the Issuance Programme will be sent at the Placee's risk. They may be returned by post to such Placee at the address notified by such Placee.

7.3 Each Placee agrees to be bound by the Articles (as amended from time to time) once the New Ordinary Shares for which the Placee has agreed to subscribe pursuant to the relevant Placing have been acquired by the Placee. The contract to subscribe for New Ordinary Shares under the Issuance Programme, and the appointments and authorities mentioned in this Prospectus, will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of the Company and Winterflood, each Placee irrevocably submits to the jurisdiction of the courts of England and Wales and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum. This does not prevent an action being taken against a Placee in any other jurisdiction.

7.4 In the case of a joint agreement to subscribe for New Ordinary Shares under the Issuance Programme, references to a "Placee" in these terms and conditions are to each of the Placees who are a party to that joint agreement and their liability is joint and several.

7.5 Winterflood and the Company expressly reserve the right to modify the Issuance Programme and/or any Issue (including, without limitation, their timetable and settlement) at any time before allocations are determined.

7.6 Each Placing under the Issuance Programme 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 10.2 of Part 9 of this Prospectus.

APPENDIX 2

TERMS AND CONDITIONS OF EACH OFFER FOR SUBSCRIPTION

1. Introduction

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

In the case of a joint Application, references to you in these terms and conditions of Application are to each of you, and your liability is joint and several. Please ensure you read these terms and conditions in full before completing the Subscription Form.

In these terms and conditions, which apply to each Offer for Subscription:

"**Applicant**" means a person or persons (in the case of joint applicants) whose name(s) appear(s) on the registration details of a Subscription Form;

"**Application**" means the offer made by an Applicant by completing a Subscription Form and posting (or delivering by hand during normal business hours only) it to Link Asset Services, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, as specified in this Prospectus;

"**Money Laundering Regulations**" means the Criminal Justice (Proceeds of Crime) (Financial Services Businesses) (Bailiwick of Guernsey) Regulations 2007, the Guernsey Financial Services Commission's Handbook for Financial Services Business on Countering Financial Crime and Terrorist Financing, and the UK Money Laundering Regulations 2007 as such may be amended, supplemented or replaced from time to time, and any other applicable anti-money laundering guidance, regulations or legislation;

"**Prospectus**" means the prospectus dated 23 February 2018 published by the Company;

"**Receiving Agent**" means Link Asset Services; and

"**US Person**" has the meaning given in Regulation S of the US Securities Act of 1933 (as amended).

Capitalised terms used and not defined herein shall have the meaning given to them in this Prospectus.

The Terms and Conditions

(a) The contract created by the acceptance of an Application under any Offer for Subscription under the Issuance Programme will be conditional on:

  (i) the passing of the Pre-emption Resolution and/or any further Shareholder authority required in respect of the relevant allotment and issue being in place;

  (ii) the Admission of the New Ordinary Shares issued pursuant to that Offer for Subscription;

  (iii) the applicable Issuance Programme Price being not less than the Net Asset Value per Ordinary Share plus any premium agreed by the Board and Winterflood to reflect, *inter alia*, the costs and expenses of that Offer for Subscription.

(b) The right is reserved by the Company to present all cheques and bankers' drafts for payment on receipt and to retain application monies and refrain from delivering any Applicant's Ordinary Shares into CREST or issuing any Applicant's Ordinary Shares in certificated form (as the case may be) pending clearance of the successful Applicant's cheques or bankers' drafts. The Company also reserves the right to reject in whole or part or to scale back or limit any Application. The Company may treat Applications as valid and binding if made in accordance with the prescribed instructions and the Company may, at its discretion, accept an Application in respect of which payment is not received by the Company prior to the closing of the relevant Offer for Subscription. If any Application is not accepted in full or if any contract created by acceptance does not become unconditional, the application monies or, as the case may be, the balance

thereof will be returned (without interest) by returning the relevant Applicant's cheque or banker's draft or by crossed cheque in favour of the first-named Applicant, through the post at the risk of the person(s) entitled thereto except where the amount is less than £5. In the meantime, application monies will be retained by the Receiving Agent in a separate account.

(c) Under the Money Laundering Regulations 2007, Link Asset Services may be required to verify the identity of persons who subscribe for in excess of the Sterling equivalent of €15,000 of New Ordinary Shares under any Offer for Subscription. The Receiving Agent may therefore undertake electronic searches for the purposes of verifying identity. To do so the Receiving Agent may verify the details against the Applicant's identity, but also may request further proof of identity. The Receiving Agent reserves the right to withhold any entitlement (including any refund cheque) until such verification of identity is completed to its satisfaction.

Except as provided in the following paragraph, payments must be made by cheque or banker's draft in pounds sterling drawn on a bank or building society or branch of a bank or building society in the United Kingdom or Channel Islands which is either a settlement member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which has arranged for its cheques and banker's drafts to be cleared through the facilities provided by those companies or committees. Cheques, which must be drawn on the personal account of the individual investor where they have sole or joint title to the funds, should be made payable to "**LINK MARKET SERVICES LIMITED RE JLEAG LIMITED OFS A/C**". Third party cheques may not be accepted with the exception of building society cheques or banker's drafts where the building society or bank has inserted the full name of the account holder and have added the building society or bank branch stamp to the back of the cheque. The name of the building society or bank account holder must be the same as the name of the shareholder.

Applicants choosing to settle via CREST, that is, DVP, will need to input their instructions to Link Asset Services' Participant account RA06 by 11.00 a.m. on the relevant date of Admission, allowing for the delivery and acceptance of New Ordinary Shares to be made against payment of the applicable Issuance Programme Price per New Ordinary Share, following the CREST matching criteria set out in the Subscription Form.

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

(i) if an Applicant uses a building society cheque, banker's draft or money order, he should make payment by a cheque drawn or banker's draft drawn on an account in his own name; and write his name and address on the back of the banker's draft or cheque and, in the case of an individual, record his date of birth against his name; a banker's draft should be duly endorsed by the bank or building society on the reverse of the draft as described above; and

(ii) if an Applicant makes the Application as agent for one or more persons, he should indicate on the Subscription Form whether he is a UK or EU regulated person or institution (for example a bank or stockbroker) and specify his status. If an Applicant is not a UK or EU regulated person or institution, he should contact the Receiving Agent.

(d) By completing and delivering a Subscription Form, you, as the Applicant (and, if you sign the Subscription Form on behalf of somebody else or a corporation, that person or corporation, except as referred to in paragraph (viii) below):

(i) offer to subscribe for the number of New Ordinary Shares specified in your Subscription Form (or such lesser number for which your Application is accepted) on the terms of and subject to this Prospectus, including these terms and conditions, and subject to the Memorandum of Incorporation and Articles of Incorporation of the Company;

(ii) agree that, in consideration of the Company agreeing to process your Application, your Application cannot be revoked (subject to any legal right to withdraw your Application which arises as a result of a publication of a supplementary prospectus) and that this paragraph shall constitute a collateral contract between you and the Company which will become binding upon dispatch by post to, or (in the case of delivery by hand) on receipt by, the Receiving Agent of your Subscription Form;

(iii) undertake to pay:

(1) the aggregate Issuance Programme Price, in the case of an Offer for Subscription where the Issuance Programme Price is a fixed price, for the number of New Ordinary Shares specified in your Subscription Form; or

(2) if the relevant Issuance Programme Price is being determined by way of a bookbuild, the aggregate Issuance Programme Price for the number of New Ordinary Shares specified in your Subscription Form which you are offering to subscribe for at the relevant Issuance Programme Price, as determined in accordance with the bookbuild for such Offer for Subscription,

and agree and warrant that your cheque or banker's draft may be presented for payment on receipt and will be honoured on first presentation and agree that if it is not so honoured you will not be entitled to receive the New Ordinary Shares until you make payment in cleared funds for the New Ordinary Shares and such payment is accepted by the Company in its absolute discretion (which acceptance shall be on the basis that you indemnify it, and the Receiving Agent against all costs, damages, losses, expenses and liabilities arising out of or in connection with the failure of your remittance to be honoured on first presentation) and you agree that, at any time prior to the unconditional acceptance by the Company of such late payment, the Company may (without prejudice to its other rights) avoid the agreement to subscribe for such New Ordinary Shares and may issue or allot such New Ordinary Shares to some other person, in which case you will not be entitled to any payment in respect of such New Ordinary Shares other than the refund to you at your risk of the proceeds (if any) of the cheque or banker's draft accompanying your Application, without interest;

(iv) agree that (A) any monies returnable to you may be retained pending clearance of your remittance and the completion of any verification of identity required by the Money Laundering Regulations, and (B) monies pending allocation will be retained in a separate account and that such monies will not bear interest;

(v) undertake to provide satisfactory evidence of your identity within such reasonable time (in each case to be determined in the absolute discretion of the Company and the Receiving Agent) to ensure compliance with the Money Laundering Regulations;

(vi) agree that in respect of those New Ordinary Shares for which your Application has been received and is not rejected, acceptance of your Application (in whole or in part) shall be constituted, at the election of the Company, either (i) by notification to the UK Listing Authority and the London Stock Exchange of the basis of allocation (in which case acceptance shall be on that basis) or (ii) by notification of acceptance thereof to the Receiving Agent;

(vii) authorise the Receiving Agent to procure that your name (together with the name(s) of any other joint Applicant(s)) or your nominee (e.g. CREST) is/are placed on the register of members of the Company in Guernsey in respect of such New Ordinary Shares referred to in paragraph (vi) above and to send a crossed cheque for any monies returnable by post without interest at the risk of the persons entitled thereto to the address of the person (or in the case of joint holders, the first named person) named as an applicant in the Subscription Form;

(viii) represent and warrant to the Company and Winterflood that if you sign the Subscription Form on behalf of somebody else or on behalf of a corporation, you have due authority to do so on behalf of that other person or corporation, and such person or corporation will also be bound accordingly and will be deemed also to have given the confirmations, warranties and undertakings contained herein and undertake to enclose your power of attorney or a copy thereof duly certified by a solicitor or bank with the Subscription Form;

(ix) agree with the Company and Winterflood that all Applications, acceptances of Applications and contracts resulting therefrom shall be governed by and construed in accordance with English law, and that you submit to the jurisdiction of the English courts and agree that nothing shall limit the right of the Company to bring any action, suit or proceeding arising

out of or in connection with any such Applications, acceptances of Applications and contracts in any other manner permitted by law or in any court of competent jurisdiction;

(x) confirm to the Company and Winterflood that, in making such Application, neither you nor any person on whose behalf you are applying are relying on any information or representation in relation to the Company and the New Ordinary Shares other than that contained in this Prospectus and, accordingly, you agree that no person (responsible solely or jointly for the Prospectus or any part thereof or involved in the preparation thereof) shall have any liability for any such information or representation;

(xi) irrevocably authorise the Company or any person authorised by it to do all things necessary to effect registration of any New Ordinary Shares subscribed by or issued to you into your name(s) or into the name(s) of any person(s) in whose favour the entitlement to any such New Ordinary Shares has been transferred and authorise any representative of the Company to execute any document required therefor;

(xii) agree that, having had the opportunity to read the Prospectus, you shall be deemed to have had notice of all information and representations concerning the Company and the New Ordinary Shares contained therein;

(xiii) confirm that you have reviewed the restrictions contained in these terms and conditions;

(xiv) warrant that, if you are an individual, you are not under the age of 18;

(xv) agree that all documents and cheques sent by post to, by or on behalf of the Company or the Receiving Agent, will be sent at the risk of the person(s) entitled thereto;

(xvi) represent and warrant that, in connection with your Application, you have observed the laws of all relevant territories, obtained any requisite governmental or other consents, complied with all requisite formalities and paid any issue or transfer or other taxes due in connection with your Application in any territory and that you have not taken any action for yourself or as nominee, agent or on behalf of any person which will or may result in the Company or any person responsible solely or jointly for the Prospectus or any part thereof or involved in the preparation thereof acting in breach of the regulatory or legal requirements of any territory in connection with the Offer for Subscription, the Issuance Programme (as applicable) or your Application;

(xvii) save where you have satisfied the Company that an appropriate exemption applies so as to permit you to subscribe, represent and agree that you are not: (i) a US Person (meaning any person who is a US Person within the meaning of Regulation S adopted under the United States Securities Act of 1933 (as amended)) and are not acting on behalf of a US Person, that you are not purchasing with a view to re-sale in the US or to or for the account of a US Person and that you are not an employee benefit plan as defined in section 3(3) of ERISA (whether or not subject to the provisions of Title 1 of ERISA) or an individual retirement account as defined in section 408 of the US Internal Revenue Code; or (ii) a resident of any Excluded Territory any other territory or acting on behalf of any person in any territory in which the subscription by you or by you on behalf of any person for New Ordinary Shares under the Issuance Programme would be unlawful or in breach of any applicable regulations without further action on the part of the Company; and

(xviii) agree, on request by the Company, or the Receiving Agent on behalf of the Company, to disclose promptly in writing to the Company or the Receiving Agent any information which the Company or the Receiving Agent may reasonably request in connection with your Application, and authorise the Company or the Receiving Agent on behalf of the Company, to disclose any information relating to your Application as it considers appropriate.

(e) No person receiving a copy of this Prospectus and/or a Subscription Form in any territory other than the UK may treat the same as constituting an invitation or an offer to him; nor should he in any event use a Subscription Form unless, in the relevant territory, such an invitation or offer could lawfully be made to him or the Subscription Form could lawfully be used without contravention of any, or compliance with any unfulfilled registration or other legal or regulatory requirements. It is the responsibility of any person outside the UK wishing to apply for New

Ordinary Shares under any Offer for Subscription under the Issuance Programme for himself or on behalf of any person to satisfy himself as to full observance of the laws of any relevant territory in connection with any such Application, including obtaining any requisite governmental or other consents, observing any other formalities requiring to be observed in any such territory and paying any issue, transfer or other taxes required to be paid in any such territory.

(f) The New Ordinary Shares have not been and will not be registered under the Securities Act or with any securities regulatory authority of any State or other jurisdiction of the United States and, subject to certain exceptions, may not be offered or sold within the United States or to, or for the account or benefit of, US Persons. The Company has not been and will not be registered as an "investment company" under the Investment Company Act, and investors will not be entitled to the benefits of the Investment Company Act. In addition, relevant clearances have not been, and will not be, obtained from any securities commission or authority of any province of any of the Excluded Territories and, accordingly, unless an exemption under any relevant legislation or regulations is applicable, none of the New Ordinary Shares may be offered, sold, renounced, transferred or delivered, directly or indirectly, in any of the Excluded Territories. Unless the Company has expressly agreed otherwise in writing or unless an exemption under relevant legislation or regulation is applicable (the applicability of which you hereby represent and warrant), you represent and warrant to the Company that you are not a US Person or a resident of any of the Excluded Territories and that you are not subscribing for such Shares for the account of any US Person or resident of any of the Excluded Territories and that you will not offer, sell, renounce, transfer or deliver, directly or indirectly New Ordinary Shares subscribed for by you in the United States of the Excluded Territories or to any US Person or resident of any of the Excluded Territories. No Application will be accepted if it bears an address in the United States or any of the Excluded Territories unless an appropriate exemption is available as referred to above.

(g) Pursuant to the DP Laws, the Company, the Administrator and/or the Registrar may hold personal data (as defined in the DP Laws) relating to past and present Shareholders.

(h) Such personal data held is used by the Administrator and the Registrar to maintain the Company's register of Shareholders and mailing lists and this may include sharing such data with third parties in one or more of the countries mentioned in paragraph (i) below when (1) effecting the payment of dividends and redemption proceeds to Shareholders and the payment of commissions to third parties and (2) filing returns of Shareholders and their respective transactions in shares with statutory bodies and regulatory authorities. Personal data may be retained on record for a period exceeding six years after it is no longer used.

(i) The countries referred to in paragraph (h) above include, but need not be limited to, those in the European Economic Area and any of their respective dependent territories overseas, Argentina, Australia, Brazil, Canada, Hong Kong, Hungary, Japan, New Zealand, Singapore, South Africa, Switzerland and the United States of America.

(j) By becoming registered as a holder of New Ordinary Shares in the Company, a person becomes a data subject (as defined in the DP Laws) and is deemed to have consented to the processing by the Company, the Administrator, the Registrar and/or the Receiving Agent of any personal data relating to them in the manner described above.

(k) The basis of allocation will be determined by the Directors after consultation with the Investment Adviser and Winterflood at their absolute discretion. The right is reserved to reject in whole or in part and/or scale down and/or ballot any Application or any part thereof. The right is reserved to treat as valid any Application not in all respects completed in accordance with the instructions relating to the Subscription Form, including if the accompanying cheque or banker's draft is for the wrong amount.

(l) the Company will publish details of the Issuance Programme Price (or the method of determining the Issuance Programme Price it is not a fixed price) and the timetable for any Offer for Subscription, including the latest time and date for receipt of completed Subscription Forms in respect of that Offer for Subscription, on its website (http://www.jlen.com) and shall make an appropriate announcement to a Regulatory Information Service in respect of the same at least 10 Business Days before the closing of that Offer for Subscription.

(m) United States Purchase and Transfer Restrictions

By making an Application, you, the Applicant, acknowledge and agree that you will (for yourself and any person(s) procured by you to subscribe for New Ordinary Shares and any nominee(s) for any such person(s)) be further deemed to represent and warrant to each of the Company, the Investment Adviser and Winterflood that:

(i) you are not a US Person, you are not located in the US and you are acquiring the New Ordinary Shares in an offshore transaction meeting the requirements of Regulation S and you are not acquiring the New Ordinary Shares for the account or benefit of a US Person;

(ii) you acknowledge that the New Ordinary Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold in the United States or to, or for the account or benefit of, US Persons absent registration or an exemption from registration under the US Securities Act;

(iii) you acknowledge that the Company is not registered under the US Investment Company Act and that the Company has put in place restrictions for transactions not involving any public offering in the United States, and to ensure that the Company is not and will not be required to register under the US Investment Company Act;

(iv) no portion of the assets used to purchase, and no portion of the assets used to hold, the New Ordinary Shares or any beneficial interest therein constitutes or will constitute the assets of (i) an "employee benefit plan" as defined in Section 3(3) of ERISA that is subject to Title I of ERISA; (ii) a "plan" as defined in Section 4975 of the 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 a Placee is a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the Code, its purchase, holding, and disposition of the New Ordinary Shares must not constitute or result in a non-exempt violation of any such substantially similar law;

(v) if, in the future, you decide to offer, sell, transfer, assign or otherwise dispose of your New Ordinary Shares, you will do so only in compliance with an exemption from the registration requirements of the US Securities Act and under circumstances which will not require the Company to register under the US Investment Company Act. You acknowledge that any sale, transfer, assignment, pledge or other disposal made other than in compliance with such laws and the above stated restrictions may be subject to the compulsory transfer provisions as provided in the Articles of Association;

(vi) you are purchasing the New Ordinary Shares for your own account or for one or more investment accounts for which you are acting as a fiduciary or agent, in each case for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the New Ordinary Shares in any manner that would violate the US Securities Act, the US Investment Company Act or any other applicable securities laws;

(vii) you acknowledge that the Company reserves the right to make inquiries of any holder of the New Ordinary Shares or interests therein at any time as to such person's status under US federal securities laws and to require any such person that has not satisfied the Company that holding by such person will not violate or require registration under US securities laws to transfer such New Ordinary Shares or interests in accordance with the Articles of Association;

(viii) you acknowledge and understand that the Company is required to comply with FATCA and CRS and agree to furnish any information and documents the Company may from time to time request, including but not limited to information required under FATCA or CRS;

(ix) you are entitled to acquire the New Ordinary Shares under the laws of all relevant jurisdictions which apply to you, you have fully observed all such laws and obtained all

governmental and other consents which may be required thereunder and complied with all necessary formalities and you have paid all issue, transfer or other taxes due in connection with your acceptance in any jurisdiction of the New Ordinary Shares and that you have not taken any action, or omitted to take any action, which may result in the Company, the Investment Adviser, Winterflood or their respective directors, officers, agents, employees and advisers being in breach of the laws of any jurisdiction in connection with the Offer for Subscription or your acceptance of participation the Offer for Subscription;

(x) you have received, carefully read, and understood this Prospectus, and have not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this Prospectus or any other presentation or offering materials concerning the New Ordinary Shares to or within the United States or to any US Persons, nor will you do any of the foregoing; and

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

The Company, the Investment Adviser, Winterflood, the Registrar 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 Applicant are no longer accurate or have not been complied with, the Applicant will immediately notify the Company and Winterflood.

APPENDIX 3

TERMS AND CONDITIONS OF EACH INTERMEDIARIES OFFER

1.1 Members of the general public in the United Kingdom may be eligible to apply for New Ordinary Shares under an Intermediaries Offer through the Intermediaries appointed by the Company in respect of that Intermediaries Offer, by following the application procedures of those Intermediaries by no later than the third Business Day prior to the closing of the relevant Intermediaries Offer.

1.2 Investors who apply for Ordinary Shares via an Intermediary are responsible for ensuring that they do not make more than one application under any Intermediaries Offer (whether on their own behalf or through other means, including, but without limitation, through a trust or pension plan). Each Intermediaries Offer (if any) will be made to retail investors in the United Kingdom only. Only individuals who are aged 18 or over, companies and other bodies corporate, partnerships, trusts, associations and other unincorporated organisations will be permitted to apply to subscribe for or purchase Shares in any Intermediaries Offer.

1.3 No Ordinary Shares allocated under any Intermediaries Offer will be registered in the name of any person who is a US Person, or whose registered address is outside the United Kingdom (except in certain limited circumstances and with the consent of Winterflood). Applications under any Intermediaries Offer must be by reference to the total monetary amount which the Underlying Applicant wishes to invest and not by reference to a number of New Ordinary Shares or the relevant Issuance Programme Price.

1.4 By making an application for New Ordinary Shares via an Intermediary, each Underlying Applicant in any Intermediaries Offer agrees to acquire the Ordinary Shares at the Issuance Programme Price which applies to that Intermediaries Offer. Each Underlying Applicant must comply with the appropriate money laundering checks required by the relevant Intermediary and must comply with all laws and regulations applicable to their application to acquire New Ordinary Shares. Where an application is not accepted or there are insufficient New Ordinary Shares available to satisfy an application in full, the relevant Intermediary will be obliged to refund the Underlying Applicant as may be required in accordance with the terms provided by the Intermediary to the Underlying Applicant. None of the Company, the Investment Adviser and Winterflood accepts any responsibility with respect to any obligation of the Intermediaries to refund monies in such circumstances.

1.5 None of Winterflood, the Company, the Investment Adviser and any of their respective subsidiaries, affiliates, officers, employees or agents (as applicable) will have any responsibility for any liabilities, costs or expenses incurred by any Intermediary including, without limitation, any costs incurred by any Intermediary in relation to its acting as an Intermediary, regardless of the progress or outcome of any Intermediaries Offer. Each Intermediary acknowledges that the relevant Issue under the Issuance Programme, or any part thereof (including the relevant Intermediaries Offer) might not proceed and that a decision may be taken at any time and for any reason (and without a reason being given) to withdraw or not to proceed with the relevant Issue

1.6 Winterflood, which is authorised and regulated in the United Kingdom by the FCA, will act exclusively for the Company and for no-one else in connection with any Intermediaries Offer and the matters referred to in this Prospectus, will not regard any person (including any Intermediary or any Underlying Applicant in any Intermediaries Offer), whether or not a recipient of this Prospectus or the Intermediaries Terms and Conditions, as a client in relation to the Issuance Programme or any Intermediaries Offer under it, and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or for providing advice in relation to any Intermediaries Offer or any arrangement referred to in the Prospectus.

1.7 Each Intermediary will, at all times and in all respects be acting for itself or, in applying for New Ordinary Shares as part of the Intermediaries Offer, as agent for its Underlying Applicants and not as representative or agent for the Company, Winterflood or the Investment Adviser, nor any of their respective subsidiaries, affiliates, officers, employees, members or agents (as applicable), and each Intermediary must not hold itself out as doing so.

1.8 Intermediaries may charge retail investors a fee for buying or holding the allocated New Ordinary Shares for them (including fees relating to the opening of an individual savings account or a self-invested personal pension for that purpose) provided that the Intermediary has disclosed the fees and terms and conditions of providing those services to the retail investor prior to the underlying application being made.

1.9 Each Intermediary will be required, on or prior to appointment, to agree to adhere to and be bound by the Intermediaries Terms and Conditions, further details of which are set out in paragraph 13.2 of Part 9 of the Prospectus.

1.10 The Intermediaries may prepare certain materials for distribution, or may otherwise provide information or advice to retail investors in the United Kingdom, subject to the terms of the Intermediaries Terms and Conditions. Any such materials, information or advice are solely the responsibility of the Intermediaries and will not be reviewed or approved by Winterflood, the Investment Adviser or the Company. Any liability relating to such documents will be for the Intermediaries only.

1.11 The Company will authorise each Intermediary to use the Prospectus during the period that each Intermediaries Offer is open for acceptance by Underlying Applicants, subject always to: (i) compliance with these terms and conditions; (ii) the Intermediaries Terms and Conditions; and (iii) the appointment of such Intermediary not having been terminated by the Company.

1.12 **If an Intermediary makes an offer to a retail investor pursuant to any Intermediaries Offer, that Intermediary shall provide to such retail investor at the time the offer is made (i) a copy of the Prospectus or a hyperlink from which the Prospectus may be obtained and (ii) the terms and conditions of the relevant offer made by the Intermediary to the retail investor.**

1.13 Each Intermediary appointed in respect of an Intermediaries Offer will be informed by Winterflood or the Receiving Agent after consultation with Winterflood as soon as reasonable practicable following the close of that Intermediaries Offer of the aggregate number of New Ordinary Shares allocated in aggregate to its underlying clients (or to the Intermediary itself) and the total amount payable in respect thereof.

1.14 The aggregate allocation of New Ordinary Shares in respect of any Issue which includes an Intermediaries Offer will be determined by the Company after having consulted with the Investment Adviser and Winterflood.

1.15 The allocation policy for each Intermediaries Offer will be determined by the Company after having consulted with the Investment Adviser and Winterflood. Each Intermediary will be required to apply the allocation policy to each of its underlying applications from UK retail investors. The allocation policy for any Intermediaries Offer will be made available to Intermediaries appointed in respect to it prior to the commencement of dealings in New Ordinary Shares issued pursuant to that Intermediaries Offer.

1.16 Pursuant to the Intermediaries Terms and Conditions, the Intermediaries appointed in respect of any Intermediaries Offer will undertake to make payment on their own behalf (not on behalf of any other person) of the consideration for the New Ordinary Shares allocated, at the relevant Issuance Programme Price, to the Receiving Agent, in accordance with details to be communicated on or after the time of allocation in respect of that Intermediates Offer, by means of CREST against the delivery of the New Ordinary Shares at the time and/or date set out in "*Expected Timetable*" or at such other time and/or date after the day of publication of the applicable Issuance Programme Price as may be agreed by the Company and Winterflood and notified to the Intermediaries appointed in respect of that Intermediaries Offer.

1.17 The publication of this document and/or any supplementary prospectus and any other actions of the Company, Winterflood, the Intermediaries or other persons in connection with any Issue should not be taken as any representation or assurance by any such person as to the basis on which the number of New Ordinary Shares to be offered under any Intermediaries Offer or allocations within any Intermediaries Offer will be determined and, Apart from the liabilities and responsibilities (if any) which may be imposed on Winterflood by FSMA or the regulatory regime

established thereunder, all liabilities for any such action or statement are hereby disclaimed by the Company and Winterflood.

1.18 Each investor which applies for New Ordinary Shares via an Intermediary shall, by submitting an application to such Intermediary, be deemed to acknowledge and agree that such investor is not relying on any information or representation other than as is contained in the Prospectus, the Final Details relating to that Intermediaries Offer and/or any supplementary prospectus published in connection with it.

1.19 Apart from the liabilities and responsibilities (if any) which may be imposed on Winterflood by FSMA or the regulatory regime established thereunder, neither Winterflood nor the Company nor any of their respective subsidiaries, affiliates, officers, employees or agents (as applicable), shall have, or have any responsibility for, any communications with any Underlying Applicant or any client of any Intermediary with regard to any Intermediaries Offer, and all communications with any Underlying Applicant or client of any Intermediary with regard to any Intermediaries Offer shall be solely the responsibility of the Intermediary.

1.20 Neither Winterflood nor the Company nor any of their respective subsidiaries, affiliates, officers, employees or agents (as applicable), shall have, or have any responsibility for, any communications with any Underlying Applicant or client of any Intermediary with regard to any Intermediaries Offer, and all communications with any Underlying Applicant or client of any Intermediary with regard to any Intermediaries Offer shall be solely the responsibility of the relevant Intermediary.

NOTES ON HOW TO COMPLETE THE SUBSCRIPTION FORM

Applications should be returned so as to be received no later than the date specified by the Receiving Agent.

HELP DESK: If you have any questions relating to the completion and return of the Subscription Form, please telephone Link Asset Services on 0371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 am – 5.30 pm, Monday to Friday excluding public holidays in England and Wales. Please note that Link Asset Services cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

1A APPLICATION UNDER ANY OFFER FOR SUBSCRIPTION WHERE THE ISSUANCE PROGRAMME PRICE IS A FIXED PRICE)

Fill in (in figures) in Box 1A the amount you wish to subscribe for. Applications should be for a minimum of £1,000.

1B APPLICATION UNDER OFFERS FOR SUBSCRIPTION WHERE THE ISSUANCE PROGRAMME PRICE IS DETERMINED BY WAY OF A BOOKBUILD

Either:

(a) fill in (in figures) in Box 1B(a), the amount you wish to subscribe for; or

(b) fill in (in figures) in the left hand column of Box 1B(b), the number of New Ordinary Shares you wish to subscribe for and in the right hand column of Box 1B(b) the Issuance Programme Price per New Ordinary Share at which you are willing to pay (such price being for a full pence or half pence amount) (the "**Bid Price**"). You are allowed to indicate up to five combinations of aggregate subscription amount and Bid Price. Applications should be for a minimum of 1,000 New Ordinary Shares.

2A HOLDER DETAILS

Fill in (in block capitals) the full name and address of the first holder and the names only of any joint holders. Applications may only be made by persons aged 18 or over. In the case of joint holders only the first named may bear a designation reference. A maximum of four joint holders is permitted. All holders named must sign the Subscription Form at section 3.

2B CREST

If you wish your New Ordinary Shares to be deposited in a CREST Account in the name of the holders given in section 2A, enter in section 2B the details of that CREST Account. Where it is requested that New Ordinary Shares be deposited into a CREST Account please note that payment for such Shares must be made prior to the day such New Ordinary Shares might be issued. Where an applicant requests to settle in CREST this will be done on a delivery against payment basis.

3. SIGNATURE

All holders named in section 2A must sign section 3 and insert the date. The Subscription Form may be signed by another person on behalf of each holder if that person is duly authorised to do so under a power of attorney. The power of attorney (or a copy duly certified by a solicitor or a bank) must be enclosed for inspection (which originals will be returned by post at the addressee's risk). A corporation should sign under the hand of a duly authorised official whose representative capacity should be stated and a copy of a notice issued by the corporation authorising such person to sign should accompany the Subscription Form.

4. SETTLEMENT

(a) ***Cheques/Banker's Draft***

Payment must be made by a cheque or banker's draft accompanying your application. Payment by cheque or banker's draft must accompany your Subscription Form and be for the exact

amount entered in Box 1 of your Subscription Form. Your cheque or banker's draft must be made payable to "**LINK MARKET SERVICES LIMITED RE JLEAG LIMITED OFS A/C**" and crossed A/C Payee. Third party cheques may not be accepted with the exception of building society cheques or banker's drafts where the building society or bank has inserted the full name of the account holder and have added the building society or bank branch stamp to the back of the cheque. The name of the building society or bank account holder must be the same as the name of the shareholder.

(b) ***CREST settlement***

*Settlement by delivery versus payment ("**DVP**")*

If you choose to settle your application within CREST, that is DVP, you or your settlement agent/custodian's CREST account must allow for the delivery and acceptance of New Ordinary Shares to be made against payment at the Issuance Programme Price per New Ordinary Share using the following CREST matching criteria set out below:

Trade date: second day prior to the date of Admission in respect of the relevant Issue

Settlement date: date of Admission in respect of the relevant Issue

Company: John Laing Environmental Assets Group Limited

Security description: Ordinary Shares of no par value

SEDOL: BJL5FH8

ISIN: GG00BJL5FH87

Applicants wishing to settle DVP will still need to complete and submit a valid Subscription Form to be received by no later than 11.00am on the closing date of the relevant Issue. You should tick the relevant box in section 1B of the Application Form.

Applicants will also need to ensure that their settlement instructions are input to Link Asset Services' Participant account (RA06) by no later than 11.00am on the date of Admission in respect of the relevant Issue.

Applicants can confirm their final allotment of shares by contacting the helpline on 0371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 am – 5.30 pm, Monday to Friday excluding public holidays in England and Wales. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Proposals nor give any financial, legal or tax advice.

Note: The Receiving Agent will not take any action until a valid DEL message has been alleged to the Participant account by the applicant/custodian. No acknowledgement of receipt or input will be provided.

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

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

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

The person named for registration purposes in your Subscription Form must be: (a) the person procured by you to subscribe for or acquire the New Ordinary Shares; or (b) you; or (c) a nominee of any such person or you, as the case may be. Neither Link Asset Services nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. You will need to input the delivery versus payment (DVP)

instructions into the CREST system in accordance with your Application. The input returned by Link Asset Services of a matching or acceptance instruction to your CREST input will then allow the delivery of your New Ordinary Shares to your CREST account against payment of the Issuance Programme Price per New Ordinary Share through the CREST system upon the relevant date of Admission.

5. RELIABLE INTRODUCER DECLARATION

Applications with a value greater than £13,000 will be subject to Guernsey's verification of identity requirements. This will involve you providing the verification of identity documents listed below UNLESS you can have the declaration provided at section 5 of the Subscription Form given and signed by a firm acceptable to the Company. In order to ensure your application is processed timely and efficiently all applicants are strongly advised to have the declaration provided in section 5 of the Subscription Form completed and signed by a suitable firm.

If the declaration in section 5 cannot be completed and the value of the application is greater than £13,000, in accordance with internationally recognised standards for the prevention of money laundering, the documents listed below must be provided with the completed Subscription Form as appropriate. Notwithstanding that the declaration in section 5 has been completed and signed, the Receiving Agent and the Company reserves the right to request of you the identity documents listed below and/or to seek verification of identity of each holder and payor (if necessary) from you or their bankers or from another reputable institution, agency or professional adviser in the applicable country of residence. If satisfactory evidence of identity has not been obtained within a reasonable time, your application may be rejected or revoked. Where certified copies of documents are requested below, such copy documents should be certified by a senior signatory of a firm which is either a government approved bank, stockbroker, investment firm, financial services firm or an established law firm or accountancy firm which is itself subject to regulation in the conduct of its business in its own country of operation, and the name of the firm should be clearly identified on each document certified.

(A) For each Holder being an individual, enclose:

(1) a certified clear photocopy of one of the following identification documents which bear both a photograph and the signature of the person: current passport, Government or Armed Forces identity card, driving licence; and

(2) certified copies of at least two of the following documents which purport to confirm that the address given in section 2 is that person's residential address: a recent gas, electricity, water or telephone (not mobile) bill, a recent bank statement, a council rates bill, or similar document issued by a recognised authority; and

(3) if none of the above documents show the date and place of birth of the Applicant enclose a note of such information; and

(4) details of the name and address of their personal bankers from which the Registrar or the Receiving Agent may request a reference, if necessary.

(B) For each Holder being a company (a "**Holder Company**"), enclose:

(1) a certified copy of the certificate of incorporation of the holder company; and

(2) the name and address of the holder company's principal bankers from which the Registrar or the Receiving Agent may request a reference, if necessary; and

(3) a statement as to the nature of the holder company's business, signed by a director; and

(4) a list of the names and residential addresses of each director of the holder company; and

(5) for each director provide documents and information similar to that mentioned in A above; and

(6) a copy of the authorised signatory list for the holder company; and

(7) a list of the names and residential/registered address of each ultimate beneficial owner interested in more than 5 per cent. of the issued share capital of the holder company and,

where a person is named, also complete C below and, if another company is named (hereinafter a "**beneficiary company**"), also complete D below.

If the beneficial owner(s) named do not directly own the holder company but do so indirectly via nominee(s) or intermediary entities, provide details of the relationship between the beneficial owner(s) and the holder company.

(C) For each person named in B(7) as a beneficial owner of a holder company enclose for each such person documents and information similar to that mentioned in A(1) to (4).

(D) For each beneficiary company named in B(7) as a beneficial owner of a holder company, enclose:

(1) a certified copy of the certificate of incorporation of that beneficiary company; and

(2) a statement as to the nature of that beneficiary company's business signed by a director; and

(3) the name and address of that beneficiary company's principal bankers from which the Registrar or the Receiving Agent may request a reference, if necessary; and

(4) enclose a list of the names and residential/registered address of each beneficial owner owning more than 5 per cent. of the issued share capital of that beneficiary company.

(E) If the payor is not the Applicant and is not a bank providing its own cheque or banker's payment on the reverse of which is shown details of the account being debited with such payment (see note 4 on how to complete this form), enclose:

(1) if the payor is a person, for that person the documents mentioned in A(1) to (4); or

(2) if the payor is a company, for that company the documents mentioned in B(1) to (7); and

(3) an explanation of the relationship between the payor and the holder(s).

Each of the Registrar and the Receiving Agent reserves the right to ask for additional documents and information.

6. CONTACT DETAILS

To ensure the efficient and timely processing of your Subscription Form, please provide contact details of a person that the Receiving Agent may contact with all enquiries concerning your application. Ordinarily this contact person should be the person signing in section 3 on behalf of the first named holder. If no details are entered here and the Receiving Agent requires further information, any delay in obtaining that additional information may result in your Application being rejected or revoked.

SUBSCRIPTION FORM

Instructions for Delivery of Completed Subscription Forms

Completed Subscription Forms should be returned, by post or by hand (during normal business hours only), to Link Asset Services, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, so as to be received no later than 11.00 a.m. on such date as may be specified on the Company's website or by way of an appropriate announcement through a Regulatory information Service from time to time, together in each case with payment in full in respect of the application. If you post your Subscription Form, you are recommended to use first class post and to allow at least four Business Days for delivery. Subscription Forms received after this date may be returned.

For Office Use Only

Log No.

IMPORTANT: BEFORE COMPLETING THIS FORM, YOU SHOULD READ THE ACCOMPANYING NOTES.

To: Link Asset Services, acting as receiving agent for John Laing Environmental Assets Group Limited

1A. APPLICATION UNDER OFFERS FOR SUBSCRIPTION WHERE THE ISSUANCE PROGRAMME PRICE IS A FIXED PRICE

I/We the person(s) detailed in section 2A below offer to subscribe the amount shown in Box 1A for New Ordinary Shares subject to the Terms and Conditions set out in Appendix 2 to the Prospectus dated 23 February 2018 and subject to the memorandum and articles of incorporation of the Company.

Box 1A Subscription monies (minimum subscription of £1,000)	£

1B. APPLICATION UNDER OFFERS FOR SUBSCRIPTION WHERE THE ISSUANCE PROGRAMME PRICE IS DETERMINED BY WAY OF A BOOKBUILD

I/We the person(s) detailed in section 2A below offer to subscribe either:

(a) for the number of shares that can be acquired for the amount shown in Box 1B(a) at the Strike Price* per New Ordinary Share; or

(b) for the number of shares shown in the left hand column in Box 1B(b) at the Issuance Programme Price per New Ordinary Share in the right hand column in Box 1B(b),

in each case subject to the Terms and Conditions set out in Appendix 2 to the Prospectus dated 23 February 2018 and subject to the memorandum and articles of incorporation of the Company.

Box 1B(a) Subscription monies (minimum subscription of £1,000)	£

Box 1B(b)
(minimum subscription of £1,000.)**

Subscription Monies	Bid Price (full or half pence amount)

* You hereby apply for and agree to pay for (i) the number of New ordinary Shares in the left hand column in Box 1B(b) next to the eventual Strike Price in the right hand column of Box 1B(b) at the Strike Price, and (ii) the aggregate number of New Ordinary Shares in the left hand columns of Box 1B(b) which are set against a Bid Price per New Ordinary Share above the eventual Strike Price, at the Strike Price per New Ordinary Share.

** The "**Strike Price**" means, in respect of any Offer for Subscription, the Issuance Programme Price determined in accordance with the book build for that Offer for Subscription, as set out in Appendix 2 of the Prospectus dated 23 February 2018.

Payment method (please tick one box) CHEQUE ☐

DVP (CREST SETTLEMENT) ☐

2A. DETAILS OF HOLDER(S) IN WHOSE NAME(S) SHARES WILL BE ISSUED (BLOCK CAPITALS)

Mr, Mrs, Miss or Title .....

Forenames (in full).....

Surname/Company Name .....

Date of Birth.....

Address (in full).....

Designation (if any).....

Mr, Mrs, Miss or Title .....

Forenames (in full).....

Surname/Company.....

Date of Birth.....

Mr, Mrs, Miss or Title .....

Forenames (in full).....

Surname/Company Name .....

Date of Birth.....

Mr, Mrs, Miss or Title .....

Forenames (in full).....

Surname/Company Name .....

Date of Birth.....

2B. CREST DETAILS

(Only complete this section if New Ordinary Shares allotted are to be deposited in a CREST Account which must be in the same name as the holder(s) given in section 2A).

Surname/Company Name .....

CREST Member Account ID.....

CREST Designation.....

3. SIGNATURE(S) ALL HOLDERS MUST SIGN

First Holder signature: ..... **Second Holder Signature:** .....

Name (Print)..... Name (Print) .....

Dated: ..... Dated: .....

Third Holder signature: ..... **Fourth Holder Signature:** .....

Name (Print)..... Name (Print) .....

Dated: ..... Dated: .....

4A. CHEQUES/BANKER'S DRAFT DETAILS

Pin or staple to this form your cheque or banker's draft for the exact amount shown in section 1 made payable to "**LINK MARKET SERVICES LIMITED RE JLEAG LIMITED OFS A/C**". Cheques and bankers payments must be drawn in pounds sterling on an account at a bank branch in the UK or the Channel Islands and must bear a UK bank sort code number in the top right hand corner.

4B. CREST SETTLEMENT BY DELIVERY VERSUS PAYMENT (DVP)

Only complete this section if you choose to settle your application within CREST, that is, delivery versus payment (DVP). Instructions must be received by the party given in Section 2A for the exact amount required in accordance and with the Terms and Conditions set out in Appendix 2 to the Prospectus dated 23 February 2018, by 11.00 a.m. on the date of Admission in respect of the relevant Offer for Subscription.

Please indicate the CREST Participant ID from which the DEL message will be received by the Receiving Agent for matching.

CREST Participant ID:									
CREST Member a/c:									

You or your settlement agent/custodian's CREST account must allow for the delivery and acceptance of New Shares to be made against payment at the Issuance Programme Price per New Share.

*Settlement by delivery versus payment ("**DVP**")*

If you choose to settle your application within CREST, that is DVP, you or your settlement agent/custodian's CREST account must allow for the delivery and acceptance of New Ordinary Shares to be made against payment at the Issuance programme Price per New Ordinary Share using the following CREST matching criteria set out below:

Trade date: second day prior to the date of Admission in respect of the relevant Issue

Settlement date: date of Admission in respect of the relevant Issue

Company: John Laing Environmental Assets Group Limited

Security description: Ordinary Shares of no par value each

SEDOL: BJL5FH8

ISIN: GG00BJL5FH87

Applicants wishing to settle DVP will still need to complete and submit a valid Subscription Form to be received by no later than 11.00am on the closing date of the relevant Issue. You should tick the relevant box in section 1B of the Application Form.

Applicants will also need to ensure that their settlement instructions are input to Link Asset Services' Participant account (RA06) by no later than 11.00am on the date of Admission in respect of the relevant Issue.

Applicants can confirm their final allotment of shares by contacting the helpline on 0371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 am – 5.30 pm, Monday to Friday excluding public holidays in England and Wales. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Proposals nor give any financial, legal or tax advice.

Note: The Receiving Agent will not take any action until a valid DEL message has been alleged to the Participant account by the applicant/custodian. No acknowledgement of receipt or input will be provided.

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

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

5. RELIABLE INTRODUCER DECLARATION

Completion and signing of this declaration by a suitable person or institution may avoid presentation being requested of the identity documents detailed in section 5 of the notes on how to complete this Subscription Form.

The declaration below may only be signed by a person or institution (such as a government approved bank, stockbroker or investment firm, financial services firm or an established law firm or accountancy firm) (the "**firm**") which is itself subject in its own country to operation of "customer due diligence" and anti-money laundering regulations no less stringent than those which prevail in Guernsey. Acceptable countries include Austria, Belgium, Canada, Denmark, Finland, France, Germany, Gibraltar, Greece, Hong Kong, Iceland, Ireland, Isle of Man, Italy, Japan, Jersey, Luxembourg, Netherlands, New Zealand, Norway, Portugal, Singapore, South Africa, Spain, Sweden, Switzerland, the UK and the United States of America.

DECLARATION: To the Company and the Receiving Agent

With reference to the holder(s) detailed in section 2A, all persons signing at section 3 and the payor identified in section 6 if not also the Applicant (collectively the "**subjects**") WE HEREBY DECLARE:

1. we operate in one of the above mentioned countries and our firm is subject to money laundering regulations under the laws of that country which, to the best of our knowledge, are no less stringent than those which prevail in Guernsey;

2. we are regulated in the conduct of our business and in the prevention of money laundering by the regulatory authority identified below;

3. each of the subjects is known to us in a business capacity and we hold valid identity documentation on each of them and we undertake to immediately provide to you copies thereof on demand;

4. we confirm the accuracy of the names and residential/business address(es) of the holder(s) given at section 2A and if a CREST Account is cited at section 2B that the owner thereof is named in section 2A;

5. having regard to all local money laundering regulations we are, after enquiry, satisfied as to the source and legitimacy of the monies being used to subscribe for the New Ordinary Shares mentioned;

6. where the payor and holder(s) are different persons we are satisfied as to the relationship between them and reason for the payor being different to the holder(s); and

7. the evidence which has been obtained to verify the identity of the holder(s) meets the standard evidence set out within the guidance for the UK financial sector issued by JMSLG or exceeds the standard evidence.

The above information is given in strict confidence for your own use only and without any guarantee, responsibility or liability on the part of this firm or its officials.

Signed.....

Name: .....

Position .....

having authority to bind the firm.

Name of regulatory authority .....

Firm's Licence number: .....

Website address or telephone number of regulatory authority .....

STAMP of firm giving full name and business address .....

6. CONTACT DETAILS

To ensure the efficient and timely processing of this application please enter below the contact details of a person the Receiving Agent may contact with all enquiries concerning this application. Ordinarily this contact person should be the (or one of the) person(s) signing in section 3. If no details are entered here and the Receiving Agent requires further information, any delay in obtaining that additional information may result in your application being rejected or revoked.