

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the contents of this document you must seek your own financial advice immediately from an independent financial adviser who specialises in advising on shares and other securities and who is authorised under the Financial Services and Markets Act 2000 (as amended) ("FSMA") or, if you are not resident in the UK, from another appropriately authorised independent financial adviser in your own jurisdiction.

This document comprises a prospectus (the "Prospectus") relating to The Property Hub REIT plc (the "Company"), prepared in accordance with the UK version of the EU Prospectus Regulation (2017/1129) which is part of UK law by virtue of the European Union (Withdrawal) Act 2018 (as amended and supplemented from time to time (including but not limited to, by the UK Prospectus Amendment Regulations 2019 and the Financial Services and Markets Act 2000 (Prospectus) Regulations 2019)) (the "UK Prospectus Regulation") and the prospectus regulation rules of the UK Financial Conduct Authority (the "FCA") (the "Prospectus Regulation Rules"). This Prospectus has been approved by the FCA, as competent authority under the UK Prospectus Regulation, and has been filed with the FCA and made available to the public in accordance with Rule 3.2 of the Prospectus Regulation Rules. The FCA only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the Company that is subject of this Prospectus or as an endorsement of the quality of the shares or warrants that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Shares.

The Company and its Directors, whose names appear in the section of this document headed "Part 5 Directors, Management and Administration", accept responsibility for the information contained in this Prospectus. To the best of the knowledge of the Company and the Directors, the information contained in this Prospectus is in accordance with the facts and this Prospectus makes no omission likely to affect its import.

Prospective investors must read this entire document and, in particular, the matters set out in the section headed "Risk Factors", when considering an investment in the Company. Words and expressions in this Prospectus have the meanings given in "Part 11 Definitions and Glossary", save where the context requires otherwise.

THE PROPERTY HUB REIT PLC

(incorporated on 15 December 2020 in England and Wales under the Companies Act 2006 with registered number 13083766 and registered as an investment company under section 833 of the Companies Act 2006 with registered address Clayton House, 4th Floor, 59 Piccadilly, United Kingdom, M1 2AQ)

ISSUANCE PROGRAMME OF UP TO 200 MILLION SHARES

PUBLIC OFFERING AND ISSUE OF SHARES AND WARRANTS AND ADMISSION TO TRADING OF SHARES ON THE OFFICIAL LIST OF THE INTERNATIONAL STOCK EXCHANGE

This prospectus is being issued in connection with the Issuance Programme, of up to 200 million Shares (including Shares issued pursuant to the Warrants) in one or more tranches during the period commencing 14 July 2022 and ending on 13 July 2023. Applications will be made to TISE for all of the Shares issued and to be issued pursuant to the Issuance Programme to be admitted to trading on the official list of TISE (the "**TISE Official List**"). The Company expects Admission in respect of the first issue under the Issuance Programme to become effective and dealings to commence in the Shares on TISE at 8.00 a.m. on 4 August 2022, and that dealings and normal settlement in the Shares issued pursuant to the Issuance Programme will take place between 4 August 2022 and 13 July 2023. The Issuance Programme will remain open until 13 July 2023.

There are no dealings in the Shares on any other recognised investment exchange and the Company has not applied and does not expect to apply for the Shares to be traded on any such other exchange. The Company does not expect the Warrants to be admitted to trading on any exchange.

Neither the admission of the Shares to the TISE Official List nor the approval of the document pursuant to the listing requirements of TISE shall constitute a warranty or representation by TISE as to the competence of the service providers or any other party connected with the issuer, the adequacy and accuracy of information contained in the document or the suitability of the issuer for investment or for any other purpose.

This Prospectus does not constitute an offer to sell or issue, or the solicitation of an offer to purchase, subscribe for or otherwise acquire, Shares or Warrants in any jurisdiction where such an offer or solicitation would be unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements on the Company or the Investment Advisor. The distribution of this Prospectus and the offer of Shares or Warrants in certain jurisdictions may be restricted by law. Other than in the United Kingdom, no action has been or will be taken to permit the possession, issue or distribution of this Prospectus (or any other offering materials or publicity relating to the Shares or the Warrants) in any jurisdiction where action for that purpose may be required or doing so is

restricted by law. Accordingly, neither this Prospectus, nor any other offering materials or publicity relating to the Shares or the Warrants, may be distributed or published in any jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus (or any other offering materials or publicity relating to the Shares) comes should inform themselves about and observe any such restrictions.

Neither the Shares nor the Warrants have been and will not be registered under the US Securities Act, or the securities laws of any other jurisdiction of the United States, or under any of the relevant securities laws of Australia, Canada, the Republic of South Africa, New Zealand or Japan or their respective territories or possessions (the "Excluded Territories"). Neither the Shares nor the Warrants may (unless any exemption from such registration or laws is available) 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 US Securities Act) or in an Excluded Territory. No public offering of the Shares or the Warrants are being made in the United States. The Shares and the Warrants 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 US Investment Company Act and, as such, investors will not be entitled to the benefits of the US Investment Company Act.

Neither the Shares nor the Warrants have been approved or disapproved by the U.S. Securities and Exchange Commission, any State securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of Shares or the accuracy or adequacy of this Prospectus. Any representation to the contrary is a criminal offence in the United States.

Information to Distributors

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended ("**Directive 2014/65/EU**"); (b) Articles 9 and 10 of the Commission Delegated Directive (EU) 2017/593 supplementing Directive 2014/65/EU; (c) local implementing measures; and/or (d) (where applicable to UK investors or UK firms) the relevant provisions of the UK MiFID Laws (including the FCA's Product Intervention and Governance Sourcebook (PROD)) (together the "**MiFID II Product Governance Requirements**"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the Shares and Warrants have been subject to a product approval process, which has determined that such securities are: (i) compatible with an end target market of Non-Retail Investors, including investors who meet the criteria of professional clients and eligible counterparties, each as defined in Directive 2014/65/EU or the UK MiFID Laws (as applicable) and who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom; and (ii) eligible for distribution through all distribution channels as are permitted by MiFID EU Directive 2014/65/EU or the UK MiFID Laws, as applicable (the "**Target Market Assessment**").

Notwithstanding the Target Market Assessment, distributors should note that: the price of the Shares may decline and investors could lose all or part of their investment; neither the Shares nor warrants offer guaranteed income or capital protection; and an investment in the Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Issuance Programme.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of Directive 2014/65/EU or the UK MiFID Laws (as applicable); or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Shares or the Warrants.

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

This Prospectus is dated 14 July 2022.

CONTENTS

	PAGE
SUMMARY	4
RISK FACTORS	11
IMPORTANT INFORMATION	30
EXPECTED TIMETABLE, STATISTICS AND DEALINGS CODES	35
ADVISERS AND OTHER SERVICE PROVIDERS	37
PART 1: INFORMATION ON THE COMPANY	39
PART 2: CURRENT PORTFOLIO	49
PART 3: MARKET OVERVIEW	66
PART 4: INVESTMENT SELECTION AND PROCESS	69
PART 5: DIRECTORS, MANAGEMENT AND ADMINISTRATION	72
PART 6: FEES AND EXPENSES	79
PART 7: ISSUE ARRANGEMENTS	82
PART 8: TERMS AND CONDITIONS OF THE ISSUANCE PROGRAMME	88
PART 9: TERMS AND CONDITIONS OF THE WARRANTS	103
PART 10: UK TAXATION	112
PART 11: FINANCIAL INFORMATION OF THE COMPANY	118
PART 12: ADDITIONAL INFORMATION ON THE COMPANY	122
PART 13: THE REIT REGIME	149
PART 14: DEFINITIONS AND GLOSSARY	156

SUMMARY

1. INTRODUCTION AND WARNINGS

This summary provides the key information that you as a prospective investor need in order to understand the nature and risks of the Company and the securities of the Company offered by this Prospectus.

The securities offered under the Issuance Programme are ordinary shares of £0.01 each of the Company (international securities identification number ("ISIN") GB00BKPJT376) and warrants entitling holders to subscribe for Shares at a subscription price of £1.10, to be issued under the 2022 Warrant Deed Poll.

The issuer and offeror of the securities is The Property Hub REIT plc of Clayton House 4th Floor, 59 Piccadilly, Manchester, United Kingdom, 020 3350 1234 and its legal entity identifier ("LEI") is 2138001TUITO7L5KZQ23.

The Prospectus has been approved by the United Kingdom Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN, United Kingdom. Tel: +44 (0) 20 7066 1000 on 14 July 2022.

Warnings

You should read this summary as an introduction to this Prospectus. You should read this summary together with the other parts of this Prospectus to aid you when considering investing in the securities offered by this Prospectus. You should base any decision to invest in the securities on a consideration of the whole of this Prospectus. If you invest in the securities offered by this Prospectus, you could lose all or part of the capital that you invest.

Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only where the summary is misleading, inaccurate or inconsistent, when read together with the other parts of the prospectus, or where it does not provide, when read together with the other parts of the prospectus, key information in order to aid investors when considering whether to invest in such securities.

If you choose to invest in the securities offered by this Prospectus, you are about to purchase a product that is not simple and may be difficult to understand.

2. KEY INFORMATION ON THE ISSUER

(a) Who is the issuer of the securities?

Domicile and legal form, LEI and country of incorporation

The issuer is The Property Hub REIT plc of Clayton House 4th Floor, 59 Piccadilly, Manchester, United Kingdom and its legal entity identifier (LEI) is 2138001TUITO7L5KZQ23. It is a public company limited by shares, incorporated and registered in England and Wales under the Companies Act 2006 (the "**Act**") on 15 December 2020 with company number 13083766. The Company is a closed-ended investment company. It is domiciled in England and Wales.

Principal activities

The Company's principal activity is to invest, through subsidiaries, in freehold and long leasehold interests in residential properties in and around UK cities and then to let such properties generally on an assured shorthold tenancy ("**AST**") basis.

Major Shareholders and direct and indirect owners and controllers

So far as is known to the Company as at the close of business on 13 July 2022 (being the latest practicable date prior to publication of this Prospectus), the following holdings representing a direct or indirect interest of five per cent. or more of the Company's issued share capital were known to the Company:

Name of Shareholder	No. of Ordinary Shares	Per cent. of Shares in the Company before the Issuance Programme
Winterflood Nominees Limited	6,579,074	72.25
Colin McCrae	800,000	8.79

The Company and the Directors are not aware of any other person who, directly or indirectly, jointly or severally, exercises or could exercise control over the Company.

Key managing directors

The Company does not have any managing directors. The Company's directors are Stephen Vakil, Tim Downing and Mark Beddy, all of whom are non-executive.

Statutory auditors

The Company's statutory auditors are BDO LLP, of 55 Baker Street, London, W1U 7EU.

(b) What is the key financial information regarding the issuer?

The selected historical key financial information regarding the Group has been extracted directly from the audited annual accounts of Group for the period from incorporation to 31 March 2022..

Table 1: Additional information relevant to closed end funds as at 31 March 2022

Share Class	Total (EPRA NRV) (£)	NAV (EPRA NRV) (£)	Number of Shares in Issue	NAV (EPRA NRV) per share (pence) ¹	IFRS NAV per Share (pence)
	(IFRS NAV (£))				
Ordinary	8,194,000		8,725,727	93.9	89.0
	(7,763,000)				

RTS Annex VI

Table 2: Group Income statement

31 March 2022 (£)

Net rental income	151,000
Net Profit/(Loss)	(822,000)
Performance fee (accrued/paid)	[-]
Investment Management Fee ² (accrued/paid)	68,000
Other material fees (accrued/paid)	227,000 ³
Earnings per share (EPRA) (loss)	(0.127)
Earnings per share (IFRS) (loss)	(0.15)

Table 3: Balance sheet for closed end funds

31 March 2022 (£)

Total Net Assets	7,763,000
------------------	-----------

¹ The Group has adopted EPRA Net Reinstatement Value (EPRA NRV) as its measure of Net Asset Value (NAV) on which the share price is based. EPRA NRV is net asset value adjusted to exclude certain items not expected to crystallise in a long-term property business model, in accordance with best practice recommendations (2019) of the European Real Estate Association (EPRA) for financial disclosures by public real estate companies.

² Fees relating to AIFM services.

³ General and administrative expenses relating administration fees, audit fees and Advisory fees.

Save for the (i) issue of 380,364 further Shares (including 15,500 issued to Property Hub Advisors Limited at a premium of £9.99 per Share); (ii) the publication of the buy-back of 561,990 Shares into treasury at a price of £0.95 per share, there has been no significant change in the financial condition or operating results of the Group during or subsequent to the period covered by the historical financial information detailed above.

(c) What are the key risks that are specific to the issuer?

The Company's business model, proposed investment strategy and target returns are based upon the Company raising equity capital through the Issuance Programme. If the Company does not meet its fundraising targets it may not achieve its target returns.

There can be no assurance that the investment objective of the Company will be achieved or that the Group's portfolio of investments will generate the rates of return referred to in this Prospectus. There is no guarantee that any dividends will be paid in respect of any financial year or period or that any capital appreciation will be achieved.

The Company will be reliant on the skills of the AIFM and the Investment Advisor and may be adversely affected if they underperform or the services that they respectively provide cease to be available to the Company.

The Company's Investment Policy focuses on a single sector and geographical location (the UK), and the Company will therefore be more exposed to risks affecting that sector and geography.

Investments in property are inherently illiquid and may be difficult to value. Valuations are subject to uncertainty and there can be no assurance that estimates arising from a valuation process will be reflected in any eventual transaction price.

Market conditions may delay or prevent the Group from making appropriate investments that generate attractive returns. Adverse market conditions and their consequences may adversely affect the Investment Advisor's ability to identify, and for the Group to invest in investments for the Property Portfolio and deliver the returns necessary for the Group to meet its investment objective.

During the life of the Company, the Company's investments might become concentrated during the period after the sale and/or purchase of significant asset(s) until redeployment of such proceeds or for other reasons.

Changes in law or regulation may have a material adverse effect on the Company or its Shareholders (such as the regulatory and tax status of the Company and/or Shares). Any changes in the status or treatment of the Company, Shares or the Warrants for regulatory and/or tax purposes may have unforeseen effects on the ability of investors to hold Shares or the Warrants the consequences to investors of doing so.

If the Company fails to maintain REIT status for UK tax purposes, its profits and gains will be subject to UK corporation tax.

3. KEY INFORMATION ON THE SECURITIES

(a) What are the main features of the securities?

The securities offered under the Issuance Programme are ordinary shares of £0.01 each of the Company ("**Shares**") and their international securities identification number (ISIN) is GB00BKPJT376, and warrants which entitled the holder to subscribe for one ordinary share in the Company in accordance with their terms (the "**Warrants**"). The Company intends to issue up to 200 million Shares pursuant to the Issuance Programme.

Shares issued under the Issuance Programme will be issued at the Issuance Programme Price which will be announced by the Company in advance of any Issue via a TISE Announcement and will be equal to the Company's Net Asset Value per Share. Any payment processing fees charged by payment processing providers which are charged on deposits of cash into the Portfolio App to subscribe for Shares will be passed on to the Shareholder making the deposit. Payment processing fees may vary depending on the payment processing provider. As at the date of this Prospectus, no fee is expected for deposits made by bank transfer or Plaid, and a processing fee of up to a 2% will be charged to Shareholders using Stripe or Apple Pay payments. Investors will be notified of the relevant processing fee at the point of making the deposit.

If a Shareholder wants to withdraw its investment through the Portfolio App and the request is approved (which is at the discretion of the Company and is subject to the Company having sufficient available cash to buy-back Shares, or unfulfilled subscription requests that can be matched to the withdrawal request), the withdrawal will be processed at the Net Asset Value per Share published for the relevant processing date. The Company reserves the right to deduct from the withdrawal proceeds an amount equal to the stamp duty/SDRT payable (the current rate of which is 0.5%) of the amounts being withdrawn in connection with the withdrawal transaction which will (if the Company

so determines) be borne by the withdrawing Shareholder. Investors requesting a withdrawal will be notified of any deduction in respect of stamp duty/SDRT before a withdrawal request is processed.

As at the date of this Prospectus, the Company has issued 9,106,091 Ordinary Shares all of which are fully paid.

As at the date of this Prospectus, the Company has 1,303,978 Warrants in issue. Each Warrant entitles its holder to subscribe for Shares at a subscription price of £1.10, from 2021 to 2028 (inclusive), in June and December of each year. 96 Shareholders currently hold Warrants. The Company intends to issue further Warrants to subscribers under the Issuance Programme (subject to receiving the necessary approvals of Shareholders and Warrantholders at meetings that have been convened for this purpose on 2 August 2022). The Warrants will be issued under the 2022 Warrant Deed Poll and will be on substantially the same terms as the Warrants currently to be issued in connection with the Issuance Programme in issue. Each new Warrant will entitle its holder to subscribe for Shares at a subscription price of £1.10 from 2022 to 2028 (inclusive), in June and December of each year. Warrants will be allocated in the ratio of one Warrant to every five Shares subscribed in the issues by the company between 3 March 2022 and the date of this Prospectus and under each offer under the Issuance Programme.

Subject to any rights or restrictions as to voting attached to any shares and subject to any special restrictions applied by the Board in connection with certain failures by Shareholders: (i) on a vote on a show of hands, each Shareholder present has one vote, each representative of a Shareholder that is a corporation has the same voting rights as that corporation, each proxy appointed by one or more Shareholders has one vote, and each proxy who has been appointed by more than one Shareholder has one vote for and one vote against the resolution; and (ii) on a vote on a poll, each Shareholder present in person or by proxy or by a representative if a corporation has one vote for each Share held by him. The Company intends to provide the facility for any persons holding a beneficial interest in Shares through the Portfolio App to direct how those Shares should be voted.

All the provisions of the Articles of Association for the time being of the Company as to general meetings shall *mutatis mutandis* apply as though the Warrants were a class of shares forming part of the capital of the Company but so that each Warrantholder shall, at a Warrantholders' meeting, on a show of hands be entitled to one vote, and on a poll shall be entitled to one vote per Share for which the Warrantholder is entitled to subscribe.

Shareholders will be entitled to receive such dividends as the Directors (or the Company by Ordinary Resolution) may resolve to pay to them proportionate to the amounts paid or credited as paid on such Shares. The Company intends to pay interim dividends on a quarterly basis in cash and in accordance with the REIT rules. On the basis of market conditions as at the date of this Prospectus, the Company's medium term annualised dividend target is 3 pence per Share. The Company has been reviewing when to commence dividend distributions and will make an announcement in due course about the level of property income distribution it expects is required to be made under the REIT rules for the period ended 31 March 2022.

Shares allotted pursuant to the exercise of Warrants will not rank for any dividends or other distributions declared, paid or made on the Shares for which the record date is prior to the date on which the Warrant is exercised and shares are issued in respect thereof but, subject thereto, will rank in full for all dividends and other distributions in respect of the then current financial year thereafter and *pari passu* in all other respects with the Shares in issue on the date on which the Warrant is exercised and shares are issued in respect thereof.

The Company issued 100 Shares and 50,000 Management Shares upon incorporation which were redeemed and cancelled following the admission of the Shares issued at the initial public offering. The Shares are the only securities in the Company's capital structure. On a winding-up or a return of capital, in the event that the Directors resolve to make a distribution to Shareholders, all Shares are entitled to a distribution of capital in the same proportion as capital is attributable to them. The Shares will rank behind secured and unsecured creditors in the event of insolvency. Holders of Shares are entitled to participate in the assets of the Company in the same proportion as capital is attributable to their Shares in a winding up of the Company.

There are no restrictions on the free transferability of the Shares, subject to compliance with applicable securities laws and provisions in the Articles entitling the Board to decline to register certain transfers in a limited number of circumstances, such as where the transfer might cause the Company to be subject to or operate in accordance with ERISA and other US laws or where the transfer is to a Retail Investor.

Each Warrant held in certificated form will be registered and will be transferable in whole or in part by instrument of transfer in any usual or common form, or in any other form which may be approved by the Directors. No transfer of a right to subscribe for a fraction of an Ordinary Share may be effected. Subject as aforesaid in this paragraph, the provisions of the Articles of Association for the time being of the Company relating to the registration, transfer, compulsory transfer and transmission of Ordinary Shares and the issue and replacement of certificates shall apply *mutatis mutandis* to the Warrants.

(b) Where will the securities be traded?

Application for the Shares will be made on a per issue basis, using the extended offer facility as provided by TISE for the new Shares to continue to be admitted to TISE Official List. No new Shares will be issued if they will not be so admitted. TISE has not examined or approved the contents of this document. No application is expected to be made for the Shares to be listed or dealt in on any stock exchange or investment exchange other than TISE. The Warrants will not be admitted to trading on any stock exchange or investment exchange.

(c) What are the key risks that are specific to the securities?

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 Shares will occur or that the investment objective will be achieved. An Investor may not get back the amount invested.

It may be difficult for Shareholders to realise their investment. Requests to withdraw an investment made through the Portfolio App or otherwise may not be satisfied and will be subject to the Company having cash to buy such Shares or unfulfilled subscription requests that can be matched to the withdrawal request. There can be no assurance that an active secondary market in the Shares will develop. Accordingly, there may not be a liquid market in the Shares and Admission should not be taken as implying a liquid market will develop. While the Directors retain the right to effect repurchases of Shares, Shareholders should not place any reliance on the exercise of such powers.

Future distributions of the Company, including potential growth therein, and prospects of the Group's underlying Net Asset Value, are based on assumptions that are not profit forecasts and cannot be committed to or guaranteed.

The Company's ability to declare and pay any future dividend is subject to the discretion of the Board and will depend upon, amongst other things, the Company pursuing successfully its investment strategy and the Company's distributable reserves, earnings, financial position, cash requirements, level and rate of borrowings and availability of profit, as well the provisions of relevant laws or generally accepted accounting principles from time to time.

The Warrants are not being admitted to trading on any stock exchange, therefore an active, liquid trading market for the Warrants is unlikely to develop. The Warrants expire in 2028 and can no longer be exercised thereafter. The benefit of subscribing for Shares at a discount will not materialise unless the Net Asset Value per Share exceeds £1.10.

4. KEY INFORMATION ON THE OFFER OF SECURITIES TO THE PUBLIC AND THE ADMISSION TO TRADING ON A REGULATED MARKET.

(a) Under which conditions and timetable can I invest in this security?

General terms and conditions and expected timetable for Admission

The Issuance Programme

The Directors intend to implement the Issuance Programme to enable the Company to raise capital in the period from the date of this Prospectus to 13 July 2023. The maximum size of the Issuance Programme will be 200 million Shares (in aggregate, including Shares allotted pursuant to the exercise of the Warrants). Warrants will be issued each to subscriber subscribing for Shares pursuant to the Issuance Programme in the ratio of one Warrant for every 5 Shares subscribed for.

It is anticipated that (subject to demand) issues of Shares under the Issuance Programme will be made on a monthly basis prior to the final closing date of 13 July 2023. Applications for each monthly Issuance will open on the 15th day of each month and close on the 22nd day of each month (or if the 15th or 22nd are not Business Days, the following Business Day, or such day as is notified to investors by the Company by way of a TISE announcement).

Shares issued under the Issuance Programme will be issued at the Issuance Programme Price which will be equal to the Company's Net Asset Value per Share. Any payment processing fees charged by payment processing providers which are charged on deposits of cash into the Portfolio App to subscribe for Shares will be passed on to the Shareholder making the deposit. Payment processing fees may vary depending on the payment processing provider. As at the date of this Prospectus, no fee is expected for deposits made by bank transfer or Plaid, and a processing fee of up to a 2% will be charged to Shareholders using Stripe or Apple Pay payments. Investors will be notified of the relevant processing fee at the point of making the deposit.

The maximum number of Shares available for subscription under each Issue under the Issuance Programme shall be 200 million Shares less (i) the number of Shares issued under previous Issues under the Issuance Programme (ii) 646,377, the number of Shares which have been issued between 4 March 2022 and the date of this Prospectus, and (iii) any Shares arising from the exercising of the Warrants. An announcement of each upcoming issue of

Shares including details of the number of Shares and the applicable Issuance Programme Price will be released via a TISE Announcement.

Investors who have invested through the use of the Portfolio App hold a beneficial interest in the Shares, through a nominee arrangement operated by Gallium Fund Solutions Limited as custodian (the "**Beneficial Investment Route**"), whereby investors are contractually entitled to the economic benefits attributable to the Shares, but the Shares will be legally owned by a nominee appointed by the Custodian. Or, during certain time periods, Investors may (if notified by the Company) be able to purchase shares in the Issuance Programme directly from the Company (or through the transfer of Shares) (the "**Direct Investment Route**").

The net proceeds of the Issuance Programme are dependent on: (i) the aggregate number of Shares issued pursuant to the Issuance Programme; and (ii) the price at which such Shares are issued. The basis of allocations of the Shares under the Issuance Programme will be determined at the discretion of the Directors (in consultation with the Investment Advisor). The Company will announce the Final Details of any Issue under the Issuance Programme by way of the publication of a notice through a TISE announcement and on the Company's website <https://portfolio.co.uk/investor-centre/>.

Conditions

Each Issue of Shares and Warrants pursuant to the Issuance Programme will be conditional upon, *inter alia*:

- (a) all necessary Shareholder and Warrantholder authorities required in respect of the relevant allotment and issue remaining in place; and
- (b) admission of the Shares issued pursuant to the relevant Issue at such time and on such date as the Company may decide, not being later than 13 July 2023;

If any of these conditions are not met in respect of any Issue under the Issuance Programme, that issue of Shares or Warrants will not proceed.

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

Admission to trading of Shares

An application will be made to TISE for all Shares to be issued pursuant to the Issuance Programme to be admitted to trading on the Official List of TISE. It is expected that Admissions in respect of the Issuance Programme will become effective, and that dealings for normal settlement in Shares issued under the Issuance Programme will take place, between 4 August 2022 and 13 July 2023. The Warrants will not be admitted to trading on any stock exchange.

Expected shareholdings

Pre-emption rights under the Articles ordinarily applicable to an issuance of Shares have been disapplied for the purposes of the Issuance Programme. If a Shareholder who subscribes at any issue under the Issuance Programme does not subscribe at each subsequent Issue for, or is not issued with, such number of 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 subsequent Issue. If the full number of shares permitted by existing Shareholders to be allotted is issued (including those allotted pursuant to the maximum exercise of the Warrants), the share capital of the Company in issue at the date of this Prospectus will, following the Issuance Programme, be increased by 2015.01 per cent. as a result. On this basis, if an Existing Shareholder does not acquire any new Shares or Warrants, its proportionate economic interest in the Company will be diluted by 95.66 per cent (this dilution figure includes the maximum dilution if all of the Warrants are exercised).

Expenses

Other than in respect of the Issue Costs, which the Company intends to pay out of the proceeds of the Issues under the Issuance Programme, and any payment processing fees charged to the Shareholder where payment of monies is made through a payment processing provider that charges payment processing fees, there are no commissions, fees or expenses to be charged to investors by the Company in connection with the Issuance Programme.

The Partnership (of which the Company shall be the sole limited partner) will bear the expenses of its operation.

(b) Why is this prospectus being produced?

This prospectus is being produced because there is a public offer of Shares under the Issuance Programme.

The use and estimated net amount of the proceeds

The Company is offering up to a maximum of 200 million Shares in aggregate (including those allotted pursuant to the exercise of the Warrants) and up to a maximum of 33,333,333 Warrants under this Prospectus which comprises a maximum of 200 million Shares under the Issuance Programme. The net proceeds of the Issuance Programme are dependent on the number and Issuance Programme Price of Shares issued pursuant to the Issuance Programme. The Company intends to use the net proceeds make investments in accordance with the Investment Policy, repay outstanding loans in respect of prior acquisitions and for working capital purposes.

The costs and expenses for the Issuance Programme are estimated to be £170,000 (plus VAT) these will be paid by the Company and not charged directly to Investors.

As the share price for offers under the Issuance Programme is not known as at the date of the prospectus it is not possible to provide the estimated net proceeds of the Issuance Programme. If the price of Shares under the Issuance Programme were to be £1 per Share, and the Company were to issue 166,666,667 million Shares under the Issuance Programme and all 33,333,333 Warrants were exercised at £1.10 per Share, then based on the estimated costs of £170,000, the net proceeds of the Issuance Programme would be £203,163,333.

Underwriting

The Issuance Programme is not underwritten.

Conflicts of Interest

The Investment Advisor, its principals and their respective affiliates (the "**Advisor Affiliated Parties**") are involved in other financial, investment or professional activities that may, on occasion, give rise to conflicts of interest with the Company. In particular, the Advisor Affiliated Parties provide investment management and related services to individual investors that have similar investment policies to that of the Company. The Investment Advisor has put in place an investment allocation policy to address any potential conflict of interest whereby the Investment Advisor could prejudice investment opportunities available to, and investment returns achieved by, the Company. The Advisor Affiliated Parties may have conflicts of interest in allocating investments among the Company and individual investors (including any investments made on its own account) and in effecting transactions between the Company and any property developers, including transactions in which the Advisor Affiliated Parties may have a financial interest. The Advisor Affiliated Parties may, subject to the TISE Listing Rules and other applicable limitations take on engagements for profit to provide services including but not limited to origination, development, financial advice, transaction execution and asset and special purpose vehicle management with respect to assets that are or may be owned directly or indirectly by the Company, but will not be liable to account for any profit earned from such services provided that transaction fees and other commissions in respect of properties purchased for the Group to be retained by the Advisor Affiliated Parties are limited to 5% of the aggregate transaction value per annum.

RISK FACTORS

Any investment in the Company should not be regarded as short-term in nature and involves a degree of risk. Accordingly, investors should consider carefully all of the information set out in this Prospectus and the risks attaching to an investment in the Company, including, in particular, the risks described below.

The Directors believe that the risks described below are the material risks relating to the Shares and Warrants at the date of this Prospectus.

Prospective investors should note that the risks relating to the Company, its investment strategy and the Shares and Warrants summarised in the section of this Prospectus headed "Summary" are the risks that the Directors believe to be the most essential to an assessment by a prospective investor of whether to consider an investment in the Shares. However, as the risks which the Company faces relate to events and depend on circumstances that may or may not occur in the future, prospective investors should consider not only the information on the key risks summarised in the section of this Prospectus headed "Summary" but also, among other things, the risks and uncertainties described in this "Risk Factors" section.

Additional risks and uncertainties not currently known to the Directors, or that the Directors deem immaterial at the date of this Prospectus, may also have an adverse effect on the performance of the Company or its Group and the value of the Shares. Investors should review the Prospectus carefully and in its entirety and consult with their professional advisers before making an application to participate in any Issue.

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 Group and limited liquidity in the Shares and Warrants; for whom an investment in the 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 amount invested) which might result from such investment. Typical investors in the Company are expected to be individuals or institutions who are seeking capital growth and income from investment in a diversified portfolio of UK residential properties and who understands the risks inherent in the Investment Policy. Investors may wish to consult an independent financial adviser before making an investment in the Company.

1. RISKS RELATING TO THE COMPANY AND ITS INVESTMENT STRATEGY

1.1 The Company may not meet its fundraising target

The Company's business model, proposed investment strategy and target returns are based upon the Company raising equity capital through the Issuance Programme. If the Company does not meet its fundraising targets it may not achieve its target returns. Notwithstanding the foregoing, nothing contained in this Prospectus shall in any way be taken to qualify the working capital statement contained in paragraph 14 of Part 11 (Financial Information of the Company).

1.2 The Company may not meet its investment objective

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

The Company's investment objective is to provide Shareholders with sustainable, regular dividends and long term capital appreciation by investing in a portfolio of quality UK residential real estate assets. The declaration, payment and amount of any dividend by the Company will be subject to

the discretion of the Directors and will depend upon, amongst other things, the Company successfully pursuing its Investment Policy and its earnings, financial position, cash requirements, level and rate of borrowings and availability of profit, as well as the provisions of relevant laws or generally accepted accounting principles from time to time.

There is no guarantee that the Company's dividend targets, or growth in dividends, will be achieved and therefore, there is no guarantee that an investment in the Company will deliver returns in the form of dividends. The Company has been reviewing when to commence dividend distributions and will make an announcement in due course about the level of property income distribution it expects to be required to make under the REIT rules for the period ended 31 March 2022.

Any change in the tax treatment of dividends received by the Company from investments or income received by the Company may reduce the distributions made to Shareholders. Any change to the basis upon which dividends can be paid by the Company under UK law or accounting rules and standards could have an adverse effect on the Company's ability to pay dividends or distributions.

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

The Company was incorporated on 15 December 2020 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 objective. Any investment in the Shares is therefore subject to the uncertainties associated with any new business, including the risk that the Company will not achieve its investment objective and its Investment Policy will not be successful, and that the value of an investment in the Company could decline substantially as a consequence.

1.4 Investor returns will be dependent upon the performance of the portfolio and the Company may experience fluctuations in its operating results

Investors contemplating an investment in the Shares should recognise that their market value can fluctuate and may not always reflect their underlying value. Returns achieved are reliant primarily upon the performance of the Property Portfolio. No assurance is given, express or implied, that Shareholders will receive back the amount of their original investment in the Shares.

The Group may experience fluctuations in its operating results due to a number of factors, including changes in the values of investments made by the Group, changes in the Group's operating expenses, currency and exchange rate fluctuations, variations in and the timing of the recognition of realised and unrealised gains or losses, the degree to which the Group encounters competition and general economic and market conditions. Such variability may cause increases in the Group's operating costs which would in turn mean that the money available for the Group to invest in the Property Portfolio will decrease and may have a negative impact on the profitability of the Company. It may also, lead to volatility in the trading price of the Shares and cause the Group's results for a particular period not to be indicative of its performance in a future period.

1.5 Use of borrowing may cause volatility or other adverse effects

The Group may, from time to time and subject to the Company's Investment Policy, use leverage (which, is expected to primarily comprise bank borrowings but may include the use of derivative instruments and other methods for efficient portfolio management only) to manage its working capital requirements, (with respect to bank borrowing) for investment purposes (including to fund capital expenditure) or in order to fund any market purchase of its own Shares. Whilst the use of borrowing should enhance the total return on the Shares where the return on the Group's portfolio exceeds the cost of borrowing, it will have the opposite effect where the return on the Group's portfolio is lower than the cost of borrowing. The use of borrowings by the Group may increase the volatility of the NAV per Share.

To the extent that a fall in the value of the Group's investments causes leverage to rise to a level that is not consistent with the Company's leverage policy, borrowing limits or loan covenants, the Group may have to sell investments in order to reduce borrowings. Such investments may be difficult to realise and therefore the market price which is achievable may give rise to a significant loss of value compared to the book value of the investments, as well as a reduction in income from investments.

Any amounts that are secured by the Group under any bank facility are likely to rank ahead of Shareholders' entitlements and accordingly, should the Group's investments not grow at a rate sufficient to cover the costs of establishing and operating the Group, on a liquidation of the Company, Shareholders may not recover all or any of their initial investment.

The Group will pay interest on any borrowings. As such, the Group may be exposed to interest rate risk due to fluctuations in the prevailing market rates to the extent that it has borrowed funds outstanding. If as a result of such fluctuations the cost of borrowing increases, the amount of interest payable by the Group will increase, this may have a negative impact on the Group as it will reduce the amount of funds available for investment in the Property Portfolio or to pay the expenses and/or other costs of the Group.

1.6 Changes in laws, government policy or regulations governing the Group's operations may adversely affect the Group's business

The Group will be subject to laws, government policy and regulations enacted by national and local governments. In particular, the Company will be required to comply with certain regulatory requirements that are applicable to listed closed-ended investment companies. In addition, the Company must comply with, the Prospectus Regulation Rules, and the rules of TISE, including its listing rules.

The UK's prospectus regime will see significant changes in a move by the Government to enhance the competitiveness of the UK's capital markets following its exit from the EU. On 1 March 2022, HM Treasury announced its policy approach to reforming the prospectus regime following a consultation on proposals to simplify regulation, facilitate wider participation in the ownership of public companies and enhance the quality of information available to investors. The current rules require the Company to publish a prospectus for any public offering of Shares and enable the Company to market its Shares to retail investors as FCA approved prospectuses are exempt from the prohibition on making financial promotions under English law. Under the new regime, instead of requiring prospectuses to be prepared for any public offer irrespective of whether the relevant securities are being admitted to trading on a regulated market, the starting point will be that public offers of securities will be prohibited unless a specific exemption applies. However, the proposals for the new rules do not address how the financial promotion regime might apply to any offering materials that are not prospectuses and do not otherwise qualify from an exemption from approval as a financial promotion. The details of the new rules and the consequential amendments to the UK's financial promotion regime is likely to impact the Company's marketing strategy and how it can effectively market to retail investors. These changes could be positive or negative for the Company and the Company intends to keep this under review as and when the new rules are published.

Any change in the law, regulation or government policy affecting the Group, may have a material adverse effect on the ability of the Group to raise capital, carry on its business and successfully pursue the Company's Investment Policy and on the value of the Company and the Shares. In such event, the investment returns of the Group may be materially adversely affected.

1.7 Market fluctuations and potential economic crises

The Group may experience fluctuations in, and long-term adverse effects on, its operating results due to a number of factors, including changes in the values of property acquired by the Group,

asset depreciation and deterioration, changes in operating expenses, and general economic and market conditions (including changes to interest rates, inflation and bond ratings, changes in laws or regulations, national and international political circumstances as well as the general market pricing of similar investments).

Such variability may lead to volatility, negative as well as positive, in the trading price of the Shares and cause the Group's results for a particular period not to be indicative of its performance in a future period and this may have a material adverse effect on the performance of the Group, the NAV, the Group's earnings and returns to Shareholders. If such adverse effects are long-term and sustained, there may similarly be a long-term and sustained material adverse effect on the performance of the Group, the NAV, the Group's earnings and returns to Shareholders.

1.8 The Company has no employees and is reliant on the performance of third party service providers and other parties

The Company has no employees and all of the Directors have been appointed on a non-executive basis. The Company must therefore rely upon third party service providers to perform certain functions. In particular, the AIFM, the Investment Advisor, the Operator of the Portfolio App, the Depositary, the Registrar, the Company's accountant, the Administrator and their respective delegates, if any, will perform services that are integral to the Company's operations and financial performance. Failure by any service provider to carry out its obligations to the Company in accordance with the terms of its appointment, to exercise due care and skill, or to perform its obligations to the Company at all as a result of insolvency, bankruptcy or other causes, could have a material adverse effect on the Company's operations and performance and on returns to Shareholders.

The termination of the Company's relationship with any third party service provider, or any delay in appointing a replacement for such service provider, could materially disrupt the business of the Company and could have a material adverse effect on the Company's performance and returns to Shareholders. Furthermore, the Investment Advisor, the Depositary, Operator and the Registrar also rely on other third parties such as global and/or local brokers and their respective delegates. Failure by any such third party to carry out its obligations in connection with the operation of the Company, to exercise due care and skill, or to perform its obligations in connection with the operation of the Company at all as a result of insolvency, bankruptcy or other causes, could have a material adverse effect on the Company's performance and returns to Shareholders. The lack of any direct contractual relationship between the Company and any such third party, the termination of the services of any such third party, or any delay in finding a replacement for any such third party, could materially disrupt the business of the Company and could have a material adverse effect on the Company's performance and returns to Shareholders.

The past performance of other investments managed or advised by the AIFM, the Investment Advisor or their respective investment professionals cannot be relied upon as an indicator of the future performance of the Company. Investor returns will be dependent upon the Company successfully pursuing its Investment Policy. The success of the Company will depend, amongst others, on its ability to acquire and realise investments in accordance with the Company's investment objective and policy. This, in turn, will depend on the ability of the Investment Advisor and the AIFM to identify suitable investments for the Group to invest in. There can be no assurance that the Investment Advisor and AIFM will be able to do this or that the Group will be able to invest its assets on attractive terms or generate any investment returns for Shareholders or indeed avoid investment losses.

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

1.9 Further investments may not be available to the Group or may only be available on terms different to those in the existing portfolio.

Further investments not contemplated by this Prospectus may not be available to the Group or may only be available on terms different to those in the existing portfolio. Where Further investments are available, the Group will make them where it believes it has sufficient finance (or the ability to realise sufficient finance), whether by using existing reserves, by borrowing or by issuing further Shares. In some cases, the Group may make forward investment commitments on the basis of an assumption that at the time the investment amount is required to be subscribed or paid, it will have acquired the cash resources to fund such commitment. Where this occurs, the Group is exposed to the risk that at the time it is obliged to fund such commitment it does not have cash available for this purpose. If it does not have cash available, this could give rise to liability and losses for the Group.

2. RISKS RELATING TO THE INVESTMENT ADVISOR

2.1 The departure of some or all of the Investment Advisor's investment professionals could prevent the Company from achieving its investment objective

The Company depends on the diligence, skill, judgment and business contacts of the Investment Advisor's investment professionals, and the information they discover during the normal course of their activities. The Company's future success depends in part on the continued service of the Investment Advisor's investment professionals, who are not obligated to remain employed or otherwise remain associated with the Investment Advisor, and the Investment Advisor's ability to strategically recruit, retain and motivate new talented personnel. However, the Investment Advisor may not be successful in its efforts to recruit, retain and motivate the required personnel as the market for qualified investment professionals is extremely competitive. The terms of the Investment Advisory Agreement are such that (in the absence of material unremedied breach that has a material adverse effect on the Company, fraud, wilful default or gross negligence), the Investment Advisor can only be replaced seven years after the initial Admission date following a 24 month notice period.

2.2 There can be no assurance that the Directors will be able to find a replacement Investment Advisor if the Investment Advisor resigns

Under the terms of its appointment, the Investment Advisor may resign by giving not less than 24 months' written notice, such notice not to expire prior to the seventh anniversary of Admission. The Investment Advisor shall, from the date such notice takes effect, cease to provide investment advice and investment management services to the Company. The Directors would, in these circumstances, have to find a replacement Investment Advisor for the Company and there can be no assurance that such a replacement with the necessary skills and experience could be appointed on terms acceptable to the Company. In this event, the Directors would have to formulate and put forward to Shareholders proposals for the future of the Company, which may include its merger with another investment company, reconstruction or winding up. This may mean that the Company will bear an increased level of costs and may suffer a loss in value of its portfolio if they are not actively managed during this process. The Company may also miss out on certain investment opportunities which would have been sourced by the Investment Advisor while this process is ongoing.

2.3 The Investment Advisor is subject to certain conflicts of interest and may allocate some of its resources to activities in which the Group is not engaged

The Investment Advisor and its Affiliates may provide services to other clients which could compete directly or indirectly with the activities of the Group and may be subject to conflicts of interest in respect of its activities on behalf of the Group.

The Investment Advisor and its affiliates are and may in future be involved in other financial, investment or professional activities which may on occasion give rise to conflicts of interest with the Group. The Investment Advisor may manage funds and/or source investments for clients other than for the Company and may provide investment management, portfolio management, investment advisory or other services in relation to these clients, funds or future funds which may have similar investment policies to that of the Company.

The Investment Advisor will predominantly source investments from developers to recommend to the Company. The Investment Advisor may charge a transaction arrangement fee to the vendor of any property acquired by the Group and is entitled to retain this for its own account, subject to an annual cap of 5% of the aggregated purchase prices of the property purchased in that period by the Group. The ability of the Investment Advisor to charge arrangement fees may incentivise the Investment Advisor to recommend transactions that put the Investment Advisor's interests over those of the Company.

The Investment Advisor and its affiliates may carry on investment activities for their own accounts and for other accounts in which the Group has no interest. The Investment Advisor and its affiliates may give advice and recommend securities to other managed accounts or investment funds which may differ from advice given to, or investments recommended or bought for, the Group, even though their investment policies may be the same or similar. Affiliates of the Investment Advisor may earn and consider themselves incentivised to earn money from the Group through activities other than just acting as the Investment Advisor, for example property management services, and or financial administration services.

2.4 The Investment Advisor is not currently FCA authorised

Whilst an application has been made to the FCA to become authorised (the outcome of which remains unknown pending the ongoing application), the Investment Advisor is not currently FCA authorised as the scope of the services that it is required to provide under the Investment Advisory Agreement does not require it to be so authorised. The absence of FCA authorisation means that the Investment Advisor is not subject to the level of regulatory supervision that would be applicable to an FCA authorised firm. However, the Investment Advisor is monitored by the AIFM who is regulated by FCA, as well as by the Directors. If the AIFM were to stop providing services to the Company (and a suitable replacement could not be found) then as the Investment Advisor is not currently FCA authorised this may cause a material issue for the Company as it would need to cease carrying on any regulated activities. This may negatively impact on the Company's ability to market the Company, raise funds and/or invest.

2.5 The liability of the Investment Advisor and its associates to the Company is limited, which may result in the Investment Advisor and its associates tolerating greater risks when making investment-related proposals than otherwise would be the case

Pursuant to the Investment Advisory Agreement and the Limited Partnership Agreement, the Investment Advisor and its associates will not be liable to the AIFM, Company or Group for, amongst other things, claims or losses incurred by the Company (or any other member of the Group), or any profit or advantage of which the Company (or any other member of the Group) may be deprived, which arises directly or indirectly from or in connection with any advice or other services provided by the Investment Advisor or any of their its affiliates in connection with the proper performance of the Investment Advisor's duties, except in so far as the same arises as a result of the fraud, negligence, wilful default, or a material breach of the terms of the Investment Advisory Agreement by, the Investment Advisor or any of its employees or agents.

Under the Investment Advisory Agreement, the Company has also agreed to indemnify the Investment Advisor, its associates and its or their agents and their respective officers and employees against losses, damages, claims, demands, liabilities, obligations, penalties, actions,

judgments, suits, costs, expenses or disbursements of any kind or nature (including the cost of investigating or defending any claims, demands or liabilities, and any legal fees so incurred) arising in connection with the Investment Advisory Agreement unless such claims are attributable to the fraud, negligence, wilful misconduct or material breach of the terms of the Investment Advisory Agreement by an indemnified person.

The protections described above may result in the Investment Advisor and its associates tolerating greater risks when making investment-related proposals than otherwise would be the case, including, possibly, in relation to the types of investments identified and also when determining whether to advise on the use of leverage in connection with investments. If unsuccessful, the Company may be liable for an increased level of loss, expense or liability suffered and will have no recourse to the Investment Advisor (except in so far as the loss results from the fraud, negligence, wilful misconduct, illegal act of or breach of the terms of the Investment Advisory Agreement by the Investment Advisor). This may result in a loss of profit or increased cost for the Company. The indemnification arrangements to which such persons are a party may also give rise to legal claims for indemnification that are adverse to the Company and its Shareholders.

3. RISKS RELATING TO THE GROUP'S PORTFOLIO

General

3.1 The Company's Investment Policy focuses on residential real estate in the UK and the Company is therefore more exposed to risks affecting that sector and geographical location

The Group will invest solely in residential real estate in the UK. Accordingly, it is more exposed to any risks or issues affecting the residential real estate sector specifically in the UK than if it invested in a range of sectors or if it invested outside of the UK as well. Investing in a single country exposes the investor to the fluctuations of a single geographical market, in this case the UK market. Any adverse effect on the UK market could have an adverse effect on the Property Portfolio, financial condition, results of operations and prospects, with a consequential adverse effect on the market value of the Shares.

Whilst the Company is subject to the investment and diversification restrictions in the Investment Policy, it is focussed exclusively on the residential real estate sector such that, within those limits, material concentrations of investments may still arise. Market conditions and wider factors adversely affecting the residential real estate industry may increase illiquidity and scarcity and have a generally negative impact on the Company's ability to identify and execute suitable investments to generate attractive returns. Adverse conditions affecting the residential real estate industry and their consequences may have a material adverse effect on the Group's investment portfolio. To the extent that there is a delay in making investments caused by one or more of these factors, the Company's returns may be reduced. Such market conditions may also adversely affect the operations and financial performance of any property manager, leasing agent or other service providers, which may have a corresponding adverse effect on the Company's business, financial condition, results of operations, ability to meet dividend payments and the NAV and/or the market price of the Shares.

3.2 The Group will invest in illiquid investments

Investments in the residential real estate sector are inherently illiquid. Such illiquidity may affect the Company's ability to vary its portfolio or dispose of or liquidate part of its portfolio in a timely fashion and at satisfactory prices in response to changes in economic, real estate market or other conditions. This could have an adverse effect on the Group's financial condition and results of operations.

3.3 Market conditions may adversely affect the Company's ability to make investments and generate rental income

Market conditions may have a negative impact on the ability to identify and execute investments in suitable assets that generate acceptable returns. Market conditions can have a significant negative impact on the availability of credit, property pricing and liquidity levels. Market conditions may restrict the supply of suitable assets that may generate acceptable returns and adverse market conditions may lead to increasing numbers of tenant defaults. Adverse market conditions and their consequences may have a material adverse effect on the Company's business, results of operations and cash flows.

The Group's income will rely on rental returns from investment in property. The amount of rental income that can be generated from properties will depend on the duration of tenancies, costs and expenses in the management of the property as well as changes in its market value. The Group's investment strategy is to lease properties using Assured Shorthold Tenancies, which typically will have a 6-12 month initial term. Leasing expenses and vacancy levels may be higher compared with commercial lettings which are undertaken by means of a longer term lease.

There can be no guarantee that rents in the UK will not fall. The rental income and volumes of lettings in the UK are generally affected by overall conditions in the economy as well as political factors such as the conditions of the financial markets, availability of finance to businesses and consumers and changes in government regulatory or tax regimes. These factors may have an effect on (i) the levels of household income and disposable income which are available to tenants; (ii) the level of unemployment; and (iii) the amount of migrant workers entering the UK, which may adversely impact the level of demand for property by tenants, the ability of the Group to increase rents, the duration of tenancies and the level of bad debts incurred as a result of tenant default. These factors may adversely affect the Net Asset Value and earnings of the Company.

3.4 The Company's portfolio may become concentrated in certain investments

During the life of the Company, its investments may be concentrated in a small number of investments during the period while the Company is building its portfolio and after the sale and/or purchase of significant assets until the Company's cash proceeds may be redeployed into further investments. Any fluctuations in the value of investments where the portfolio is concentrated into a small number of assets will have a greater impact on the Company's NAV if the value of investments decreases which may have a large negative impact on the NAV. The Company will seek to manage this risk, but Shareholders have no assurance as to the degree of diversification in the Company's investments and Property Portfolio.

3.5 There may not be suitable available investments

The Company will use borrowings and proceeds from the Issuance Programme and other future equity issues to acquire further investments that will form part of the Property Portfolio. However, the Company cannot be sure that it will be successful in obtaining suitable investments in accordance with the Investment Policy on financially attractive terms. If suitable investments are not available, the returns the Company will generate from rental proceeds or capital gain on investments, will be lower than expected. This may have a negative impact on the profitability, NAV and share price of the Company.

3.6 Cash in the Company's portfolio will not benefit from positive market movements

A proportion of the Company's assets may be held in cash from time to time. This proportion of the Company's assets will be held in bank accounts in the name of the Company and will not be invested in the market and will not benefit from positive market movements.

In addition, to the extent that the proceeds of the Issuance Programme or other cash receipts of the Group are held in cash in an account which is not segregated from the assets of the bank, custodian or sub-custodian holding such cash, in the event of the insolvency of the bank, custodian or sub-custodian, the Group 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, meaning that it may not be able to recover any or all of the cash held. In respect of cash equivalents, near cash instruments and money market instruments that are held in a segregated account, the insolvency or equivalent of, fraud, or other adverse actions affecting the custodian or sub-custodian may impact the Group's ability to recover such assets.

3.7 Changes in economic conditions and/or policies could substantially and adversely affect the Company's prospects

Changes in general economic conditions and/ or policies including, for example, interest rates, availability of borrowing, cost increases, rates of inflation, industry conditions, competition, political events and trends, tax laws, national and international conflicts and other factors could substantially and adversely affect the Company's prospects. Such changes may have negative impacts on the Company such as restricting the ability of the Company to obtain borrowing in order to fund purchases, reducing the number of suitable properties on the market for investment by the Company, preventing the Company from letting its properties at attractive rates and/or reducing the number of people looking to rent residential properties. Additionally, changes in economic policies, such as to the tax laws or central bank interest rates may have a negative impact on the Company as they may increase the Company's costs. These factors may substantially and adversely affect the performance of its Shares.

3.8 The performance of the Company's investments may be affected by force majeure

The performance of the Company's investments may be affected by reason of events such as war, civil war, riot or armed conflict, terrorism, acts of sabotage, epidemics including the Coronavirus outbreak or quarantine restrictions and natural disasters such as storms, earthquakes, tidal waves, floods, lightning, explosions, fires and destruction of plant, machinery and/or premises, which are outside its control ("**force majeure events**").

Force majeure events may prevent the Company from purchasing or selling parts of its portfolio or from receiving rental income if it is no longer able (as a result of such event) to let properties to individuals. Additionally, the Company is likely to be responsible for any costs (such as repair, decoration or rebuilding) which are incurred as the result of a force majeure event and this increase in cost, or lack of income, may have a negative impact on the performance of the Company. If a force majeure event continues or is likely to continue to affect the performance of an investment for a long period of time, this may have a material adverse effect on the performance of the Company, the NAV, the Company's earnings and returns to Shareholders.

3.9 Actual inflation or interest rates may differ from estimates or projections of future rates

The Company may make investments based on estimates or projections of future rates of inflation or interest rates because the Investment Advisor expects that the underlying revenues (such as the chargeable amount of rental income) and/or expenses of the investments will be linked to inflation or interest rates. If actual inflation or interest rates differ from this expectation, the net cash flows of the investment may be lower than anticipated (for example if the rental yields are not as the Investment Advisor anticipates), which may adversely impact the Company's performance.

3.10 Breaches of financial covenants may have a material adverse effect on the Group

The borrowings which the Group is likely to use will likely contain financial covenants such as loan to value covenants or debt service coverage ratio covenants, being the accepted market practice

in the UK. Future compliance with these covenants depends on a number of factors including general financial conditions, which cannot be predicted. If real estate assets owned by the Group decrease in value such covenants could be inadvertently breached, and the impact of such an event could include: an increase in borrowing costs; a call for additional capital from the lender; or payment of a fee to the lender; or in such cases where other remedies were not available, it could require a sale of an asset, or a forfeiture of any asset to a lender, which could result in a total or partial loss of equity value for each specific asset, or indeed the Group as a whole.

3.11 NAV calculations are based on estimates which are inherently uncertain

The NAV may be based on estimates which are inherently uncertain. Third-party pricing information may not be available for certain investments held in the portfolio. A quarterly valuation of properties will be undertaken in accordance with RICS guidelines and annually in accordance with the full RICS Red Book and all properties would customarily be physically inspected at least annually under this regime.

As valuations are inherently uncertain, these may fluctuate over short periods of time. In addition, determinations of fair value may differ materially from the values that would have resulted if a ready market had existed. Even if market quotations are available for certain of the investments, such quotations may not reflect the value that could actually be realised because of various factors, including the illiquidity of certain investments held in the portfolio, future price volatility or the potential for a future loss in value based on poor industry conditions or overall company and performance. Consequently, the value at which investments in the portfolio could be liquidated may differ, sometimes significantly, from the valuations reflected in the latest published NAV. The value ascribed to investments will not constitute a guarantee of value and may not necessarily reflect the prices at which such investments could be, or could have been, purchased or sold at any given time, which may be subject to significant uncertainty and depend on various factors beyond the control of the Company and the Investment Advisor. This may result in volatility in the NAV and operating results that the Company will report from period to period. In calculating the NAV, estimates of the value of certain investments of the Company may be required to be relied upon, which will be supplied, directly or indirectly, by loan counterparties. Such estimates may be unaudited or may be subject to little verification or other due diligence and may not comply with generally accepted accounting practices or other valuation principles. In addition, loan counterparties or other investment counterparties may not provide estimates of the value of investments on a regular or timely basis or at all with the result that the values of such investments may be estimated by the Investment Advisor on the basis of information available at the time.

3.12 Reduced ability to access borrowing

The Group anticipates using borrowing in order to facilitate purchases of investments as a part of the Property Portfolio and to achieve an appropriate level of gearing. Interest rate rises will continue to increase the cost of debt. The Company may not be able to secure gearing at the level or costs anticipated which may affect returns to Investors.

3.13 The Group is subject to conditions affecting the UK property market generally

The Company's performance will be affected by, amongst other things, general conditions affecting the UK property market, as a whole or specific to the Group's investments. The Group's ability to dispose of its properties, and the price realised in any such disposals, will also depend on the general conditions affecting the investment market at the time of the disposal. The Company's business and results of operations may be materially adversely affected by a number of factors outside of its control. Such changes in laws and regulations may lead to an increase in capital expenditure and running costs to ensure compliance which may not be recoverable from tenants. Changes to laws may also lead to strengthened tenants' rights, which may restrict the Company's ability to pursue tenants for outstanding costs, or may have an impact on arrears levels. Rights

related to particular properties may also be restricted by legislative actions, such as revisions to existing laws or the enactment of new laws.

If conditions affecting the investment market negatively impact the price at which the Group is able to dispose of its assets, or if the Group suffers a material decrease in income, or if the Group suffers a material increase in its operating costs, this may have a material adverse effect on the Company's business and results of operations.

The performance of the Company could be adversely affected in the longer term by downturns in the property market due to, *inter alia*, capital values weakening, rental values falling, and longer void periods. In the event of a default by a tenant or during any void period, the Group will suffer a rental shortfall and incur additional expenses until the property is re-let. These expenses could include legal and surveyors' costs in reletting, maintenance costs, insurances, council tax and marketing costs. In addition, certain significant expenditures, including operating expenses, must be met by the Company when a property is vacant.

Both rental income and capital values may also be affected by other factors specific to the real estate market, such as competition from other property owners, the perceptions of prospective tenants of the attractiveness, convenience and safety of properties, the inability to collect rents because of the insolvency of tenants or otherwise, the periodic need to renovate, repair and re-lease space and the costs thereof, the costs of maintenance and insurance, and increased operating costs. Similarly, rent reviews may not result in rental income from any property being received at the expected rental value.

If conditions affecting the investment market negatively impact the price at which the Group is able to dispose of its assets, or if the Group suffers a material decrease in property rental income, or if the Group suffers a material increase in its operating costs, this may have a material adverse on the Group's business and results of operations.

3.14 Risks associated with leasehold interests

The Group's interests in the properties comprising Property Portfolio may comprise long leasehold interests. The Company may not own ground leases for every property comprising the Property Portfolio. Where the Company does not own the ground lease, the ground lease landlords for properties in the Property Portfolio will each hold a leasehold interest in the relevant property. Should the interests of a ground lease landlord (or any superior leasehold interest) be forfeited, the relevant ground lease will also be forfeited under law.

The annual rent payable under the ground leases may be subject to future increases as provided in the respective ground leases. Properties comprising the Property Portfolio will be let to tenants for fixed rents and the Company may not be able to pass on any increase in rent under a ground lease. As the annual rents are serviced by income received once properties are let, the Group may not have sufficient income to cover the increased ground rent obligations if the levels of income received under the leases with tenants increase by the same amount as the increase in ground rent.

The annual services charges, or block-level expenses for a development may be varied by the Developer and are outside of the control of the Company. Property management services provided by developers may be outside of the control of the Company and, if of poor quality, may impact on the Company's ability to charge rent at the expected rates.

3.15 Liabilities associated with disposals of investments may reduce the Group's returns

The Group may be exposed to future liabilities and/or obligations with respect to any disposal of investments. The Group may be required or may consider it prudent to set aside provisions for warranty claims or contingent liabilities in respect of property disposals. The Group may be

required to pay damages (including but not limited to litigation costs) to a purchaser to the extent that any representations or warranties that it has given to a purchaser prove to be inaccurate or to the extent that it has breached any of its covenants or obligations contained in the disposal documentation. In certain circumstances, it is possible that any representations and warranties incorrectly given could give rise to a right by the purchaser to rescind the contract in addition to the payment of damages. Further, the Group may become involved in disputes or litigation in connection with such disposed investments. Certain obligations and liabilities associated with the ownership of investments (such as certain environmental liabilities for example those relating to contamination of land) can also continue to exist notwithstanding any disposal. The Group may therefore continue to have certain responsibilities and/or liabilities after the relevant land has been sold. Any such claims, litigation or obligations, and any steps which the Group is required to take to meet these costs, such as sales of assets or increased borrowings, may have a material adverse effect on the Company's results of operations, financial condition and business prospects.

3.16 Physical damage to properties and uninsurable losses may reduce the value of investments and income to the Group

The Group's properties may suffer physical damage resulting in losses (including loss of income) which may not be fully compensated for by insurance, or at all. In addition, there are certain types of losses, generally of a catastrophic nature, that may be uninsurable or are not economically insurable. Inflation, changes in building codes and ordinances, environmental considerations, and other factors might also result in insurance proceeds being insufficient to repair or replace a property. Should an uninsured loss or a loss in excess of insured limits occur, the Group may lose capital invested in the affected property as well as anticipated future revenue from that property. In addition, the Group could be liable to repair damage caused by uninsured risks. The Group might also remain liable for any debt or other financial obligations related to that property. Any material uninsured losses may have a material adverse effect on the Company's business prospects, results of operations and financial condition.

3.17 Refurbishment and maintenance expenditure

The Group may be required to undertake refurbishment and enhancement of its properties as well as maintenance in the ordinary course of business in order to maintain and enhance the valuation and earning capability of its portfolio. The refurbishment, enhancement and maintenance may be adversely affected by a number of factors including constraints on location, the need to obtain licences, consents and approvals, and reliance on third party contractors to provide such services in accordance with the terms of their appointment and with due care and skill. This may cause the revenues resulting from any refurbishment or improvement project to be lower than budgeted or cause the cost of such projects to be greater than budgeted, consequently impacting on the financial condition of the Company.

3.18 The Company's Performance may be affected by tenants defaulting on rents

The Company will derive its revenue from rental income. A downturn in the economy may lead to tenants defaulting on their rental obligations. Such a default could result in significant loss of rental income and void costs. This could have a material adverse effect on the Company's business, financial condition, results of operations or future prospects. Dividends payable by the Company will be dependent on the income from properties acquired and let. Failure by tenants to comply with their rental obligations could affect the ability of the Company to pay dividends to Shareholders.

3.19 Environmental and/or health and safety compliance costs and liabilities may have a material adverse effect on the Group's financial condition and operations

As the owner of real property, the Group will be subject to environmental regulations that can impose liability for cleaning up contaminated land, watercourses or groundwater on the person causing or knowingly permitting the contamination. If the Group acquires contaminated land, it

could also be liable to third parties for harm caused to them or their property as a result of the contamination. If the Group is found to be in violation of environmental regulations, it could face reputational damage, regulatory compliance penalties, reduced letting income and reduced asset valuation, which could have a material adverse effect on the Company's business, financial condition, results of operations, future prospects and/or the price of the Shares. All of these circumstances may prevent the Group from being able to let the property portfolio, to collect the anticipated rental yields and an increase in the costs of upkeep for the Property Portfolio all of which may negatively impact the Company's profitability.

3.20 External wall surveys

The Company may be affected by the impact of external wall surveys (EWS) in the UK residential property market. In response to the Grenfell Fire, the government introduced several new fire safety regulations in order to protect residents of high-rise buildings. Consequently, all buildings over six storeys are now carrying out an EWS, a new industry-wide process, which is intended to reassure leaseholders as to the fire safety of the building. It is estimated that a large number of buildings will require remedial work in order to fulfil the regulatory standards. A large proportion of the costs of these works are expected to fall on the owners of the impacted flats, although some government assistance may be available. There are only a limited number of surveyors licensed to carry out EWS and this, coupled with the time required to carry out remedial works required and an unwillingness on the part of many mortgage lenders to lend against properties that are not certified as EWS-compliant, is expected to continue slow the market in sales and purchases of affected flats. It is possible that this may result in the Group having fewer opportunities to acquire flats and purchases taking longer than might otherwise be the case. This will be applicable to the extent that the Company acquires any non-newbuild properties (through its group structure).

3.21 Development risk and planning consents may hinder the Group's ability to generate returns

Whilst the Group will not undertake any development work, it may 'forward fund' properties prior to the completion of development work. For these properties the Group may be subject, directly or indirectly, to other risks associated with development of real estate, including risks relating to the timely receipt of other regulatory approvals, the cost and timely completion of construction (including risks beyond the control of the Group, such as weather or labour conditions or material shortages) and the availability of construction financing on favourable terms.

These risks could result in substantial unanticipated delays or expenses and, under certain circumstances, could prevent completion of development activities once undertaken, any of which could have an adverse effect on the financial condition and results of operations of the Group.

3.22 Valuations of property are subjective and variable

The value of property and property related assets is inherently subjective due to the individual nature of each property. In determining the value of properties and property-related assets, valuers are required to make assumptions in respect of matters including, but not limited to, the existence of willing sellers in uncertain market conditions, title, condition of structure and services, deleterious materials, plant and machinery and goodwill, environmental matters, statutory requirements and planning, expected future rental revenues from the property and other information. Such assumptions may prove to be inaccurate. Incorrect assumptions underlying the valuation reports could negatively affect the value of any property assets the Group acquires and thereby have a material adverse effect on the Company's financial condition. This is particularly so in periods of volatility or when there is limited real estate transactional data against which property valuations can be benchmarked. In addition, there are a number of different valuation methodologies and there is likely to be a range of values that are determined using the same valuation methodologies. There can also be no assurance that these valuations will be reflected in the actual transaction

prices, even where any such transactions occur shortly after the relevant valuation date, or that the estimated yield and annual rental income will prove to be attainable.

3.23 Delays in executing investments may adversely affect the Company's ability to make distributions

Locating suitable properties and negotiating acceptable purchase contracts, conducting due diligence and ultimately investing in a property typically requires a significant amount of time. The Company may face delays in locating and acquiring suitable investments and, once the properties are identified, there could also be delays in obtaining the necessary approvals. The Company's inability to select and invest in properties on a timely basis may have a material adverse effect on the potential returns to Shareholders and delay or limit distributions to Shareholders by the Company.

3.24 Costs of acquiring properties may reduce returns to Shareholders

The Group will incur certain fixed costs on the acquisition of properties which might reduce the Net Asset Value per Share following the acquisition and the subsequent acquisitions (which may include but not be limited to cost such as legal and administrative fees, stamp duty land tax payments, cost of buildings insurance). There is no guarantee that the value of the properties will increase to an amount in excess of these costs. In addition, certain costs such as financing, valuations and professional services will be incurred even where investments do not proceed to completion. There can be no assurance as to the level of such costs, and given that there can be no guarantee that the Group will be successful in its negotiations to acquire any given property, the greater the number of deals that do not reach completion, the greater the likely impact of such costs on the Group's results of operations and financial condition.

3.25 Failures in connection with due diligence may adversely affect the Company's performance

Prior to entering into any agreement to acquire any property, the Investment Advisor on behalf of the Company, will perform or procure the performance of due diligence on the proposed acquisition target. In so doing, they would typically rely, in part, on third parties to conduct a significant portion of this due diligence (such as surveyors' reports and legal reports on title and property valuations). To the extent the Company, the AIFM, the Investment Advisor or other third parties underestimate or fail to identify risks and liabilities associated with the investment in question, the Company may incur, directly or indirectly, unexpected liabilities, such as defects in title, an inability to obtain permits, or environmental, structural or operational defects requiring remediation. In addition, if there is a failure of due diligence, there may be a risk that properties are acquired which are not consistent with the Company's investment objective and Investment Policy, that properties are acquired that fail to perform in accordance with projections or that material defects or liabilities are not covered by insurance proceeds. This may, in turn, have a material adverse effect on the Company's performance, financial condition and business prospects.

4. RISKS RELATING TO THE SHARES

4.1 Investment in the Shares carries certain general risks associated with investment in investment companies

The value of an investment in the Company, and the returns derived from it, if any, may go down as well as up and an investor may not get back the amount invested.

The market price of the Shares, like shares in all investment companies, may fluctuate independently of their underlying net asset value and may trade at a discount or premium at different times, depending on factors such as supply and demand for the Shares, market conditions and general investor sentiment. There can be no guarantee that any discount control policy will be

successful or capable of being implemented. The market value of a Share may vary considerably from its NAV.

4.2 It may be difficult for Shareholders to realise their investment and there may not be a liquid market in the Shares

The price at which the Shares will be traded and the price at which investors may realise their investment will be influenced by a large number of factors, some specific to the Company and its investments and some which may affect companies generally. Admission should not be taken as implying that there will be a liquid market for the Shares. The market price of the Shares may not reflect their underlying Net Asset Value.

While the Directors retain the right to effect repurchases of Shares (to meet withdrawal requests or otherwise) in the manner described in this Prospectus, Shareholders should not place any reliance on the exercise of such powers. In particular the Directors intend that the Company will only purchase the Shares of those Shareholders holding their Shares indirectly via the Portfolio App.

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

The number of Shares to be issued pursuant to the Issuance Programme is not yet known, and there may be a limited number of holders of such Shares. Limited numbers and/or holders of such Shares may mean that there is limited liquidity in such Shares which may affect (i) an investor's ability to realise some or all of his investment and/or (ii) the price at which such investor can effect such realisation and/or (iii) the price at which such Shares trade in the secondary market.

4.3 Future distributions of the Company are based on assumptions and are not profit forecasts

Future distributions of the Company, including potential growth therein, and prospects of the Group's underlying Net Asset Value, are based on assumptions that are not profit forecasts and cannot be committed to or guaranteed. The distributions received by Shareholders are not guaranteed and may not meet the expectations of Shareholders.

The Company's ability to declare and pay any future dividend is subject to the discretion of the Board and will depend upon, amongst other things, the Company pursuing successfully its investment strategy and the Company's distributable reserves, earnings, financial position, cash requirements, level and rate of borrowings and availability of profit, as well the provisions of relevant laws or generally accepted accounting principles from time to time.

4.4 There are certain risks associated with the Company's discount control policies

Shareholders should be aware that the Company has reserved the right to operate a share buyback policy, from time to time, which may lead to a more concentrated and less liquid portfolio which may adversely affect the Company's performance and value. Further, share buybacks may also adversely affect the secondary market liquidity of the Shares. In addition, the ability of the Company to purchase Shares from Shareholders is subject to periodic Shareholder approval which may not be granted.

4.5 The Shares are subject to certain provisions that may cause the Board to refuse to register, or require the transfer of, Shares

Although the Shares are freely transferable, there are certain circumstances in which the Board may, under the Articles and subject to certain conditions, refuse to register, or compulsorily require

the transfer of the Shares, however where transfers are made in CREST the transfer will be processed without restriction within the platform and the Directors will not have the same discretion.

These circumstances include where the holding or beneficial ownership of any shares in the Company by any person (whether on its own or taken with others), in the opinion of the Directors: (i) would result in the shares of the Company being directly or indirectly owned by an employee benefit plan within the meaning of Section 3(3) of ERISA that is subject to Part 4 of Title 1 of ERISA, or a plan, individual retirement account or other arrangement subject to Section 4975 of the US Internal Revenue Code (or any other laws having the same effect as ERISA in terms of the treatment of the Company's underlying asset and subject the Company and its investment manager to certain fiduciary responsibilities and prohibited transaction provisions of ERISA or the US Internal Revenue Code), or an entity whose underlying assets are considered to include "plan assets of any such plan, account or arrangement; or (ii) would or might result in the Company being required to register or qualify under the US Investment Company Act; (iii) may cause the Company to be a controlled foreign corporation for the purpose of the US Internal Revenue Code; or (ii) would or might result in the Company being required to register or qualify under the US Investment Company Act; (iii) may cause the Company to be a controlled foreign corporation for the purpose of the US Tax Code; (iv) may cause the Company to become subject to any withholding tax or reporting obligation under FATCA or any similar legislation in any territory or jurisdiction, or to be unable to avoid or reduce any such tax or to be unable to comply with any such reporting obligation (including by reason of the failure of the Shareholder concerned to provide promptly to the Company such information and documentation as the Company may have requested to enable the Company to avoid or minimise such withholding tax or to comply with such reporting obligation); or (v) the Directors may require the holder of such Shares to dispose of such Shares and, if the Shareholder does not sell such Shares, may dispose of such Shares on their behalf. These restrictions may make it more difficult for a US Person to hold and Shareholders generally to sell the Shares and may have an adverse effect on the market value of the Shares.

Additionally, the Directors will refuse to register the transfer of Shares in certificated form to any Retail Investor and if any Shareholder is not able to certify that it is a Non-Retail Investor if required to do so by the Directors, the Directors may require the holder of such Shares to dispose of such Shares and, if the Shareholder does not sell such Shares, may dispose of such Shares on their behalf.

4.6 Any additional share issuance by the Company could create dilution risk for Shareholders

Subject to the Articles and all other legal and regulatory requirements, the Company may issue additional Shares. Any additional issuances by the Company, or the possibility of such issues, may cause the market price of the existing Shares to decline. If the issue price for Shares under the Issuance Programme exceeds the price at which Warrants can be exercised, the issue of Shares pursuant to the exercise of Warrants will be dilutive to Shareholders.

While the Act contains statutory pre-emption rights for Shareholders in relation to issues of shares in consideration for cash, the Company has the authority to issue up to 200 million Shares on a non-pre-emptive basis following Admission through the Issuance Programme (and in relation to the Warrants). The Directors currently intend to ask Shareholders to disapply statutory pre-emption rights in respect of a proportion of the Company's issued share capital at each annual general meeting. Where statutory pre-emption rights are disapplied, any additional equity financing will be dilutive in terms of proportionate shareholding to those Shareholders who cannot, or choose not to, participate in such financing. Issues of Shares under the Issuance Programme will be done at a price at least equal to the Net Asset Value per Share so they will not be dilutive of value. The issue of Shares pursuant to the Warrants will be at a price of £1.10 per Share, and depending on the Net Asset Value per Share as at the date on which any Warrant is exercised, this may be dilutive of value.

Shareholders should note that the pre-emption rights under the Articles have been disapplied for the purposes of the Issuance Programme for up to a maximum of 200 million new Shares. If an existing Shareholder does not subscribe under each Issue under the Issuance Programme for such number of new Shares as is equal to its proportionate ownership of existing Shares, its proportionate ownership and voting interests in the Company will be reduced and the percentage that its Shares will represent of the total share capital of the Company will be reduced accordingly.

4.7 Future sales of Shares could cause the market price of the Shares to fall

Sales of Shares or interests in the Shares by significant investors could depress the market price of the Shares. A substantial number of Shares being sold, or the perception that sales of this type could occur, could also depress the market price of the Shares. Both scenarios, occurring either individually or collectively, may make it more difficult for Shareholders to sell the Shares at a time and price that they deem appropriate.

4.8 Investors that invest via the Beneficial Investment route will not own the legal title to the Shares.

Investors that acquire a beneficial interest in the Shares in the REIT through the Beneficial Investment Route will be contractually entitled to the economic benefits attributable to Shares, but the Shares will be legally owned by a nominee appointed by the Custodian. Although investors using the Beneficial Investment Route have beneficial interests in the underlying Shares, the rights attributable to the Shares in respect of which they have a beneficial interest are likely to be more difficult to enforce than would be the case if such holders directly owned the Shares, particularly in the event of the insolvency and/or default of the Custodian (or, as the case may be, its nominated sub-custodian) in whose name the Shares will be registered. Holders of the beneficial interest in the underlying Shares may not have the opportunity to exercise all of the rights and entitlements available to holders of Shares in respect of corporate actions and general meetings of the Company to the extent that the Custodian or its nominated sub-custodian is not reasonably able to pass on such rights or entitlements, or exercise the same on their behalf.

4.9 No Direct Contract with the Company via the Beneficial Investment Route

Under the law of England and Wales, an ultimate investor in an intermediated securities chain (in the case of the Beneficial Investment Route, the Investor holding its rights through the Custodian) can only make a contractual or trusts claim against their immediate intermediary (ie the Custodian), and not against any other intermediary in the chain, or against the issuing company (the Company). This may mean that investors contractual rights to claim against the Company are limited if they were to suffer a loss or wish to make a claim against the Company.

5. RISKS RELATING TO THE WARRANTS

5.1 The Warrants will expire

The Warrants are only exercisable up to December 2028 following which they can no longer be exercised. Holders of Warrants should note that if the Net Asset Value per Share does not exceed £1.10 then the benefit of subscribing for Shares at a discount will not materialise.

5.2 An active and liquid trading market for the Warrants may not develop

The Company does not intend to apply for the Warrants to be listed on The International Stock Exchange or any trading venue so an active and liquid trading market for the Warrants is not likely to materialise.

6. RISKS RELATING TO REGULATION AND TAXATION

6.1 Changes to laws or regulations may have a material adverse effect on the Company or its Shareholders

For regulatory and tax purposes, the status and treatment of the Company and the Shares may be different in different jurisdictions. For instance, in certain jurisdictions and for certain purposes, the Shares may be treated as units in a collective investment scheme (or equivalent). Furthermore, in certain jurisdictions, the regulatory and tax status of the Company and/or the Shares may be uncertain or subject to change, or it may differ depending on the availability of certain information or as a result of disclosures made by the Company.

Changes in the status or treatment of the Company or the Shares for regulatory and/or tax purposes may have unforeseen effects on the ability of investors to hold Shares or the consequences to investors of doing so.

6.2 Failure to maintain HMRC approval as a real estate investment trust could affect the Company's returns to Shareholders

It is the expectation of the Directors that the Company will fulfil the relevant "qualifying conditions" for UK real estate investment trust or "**REIT**" status, and the Company gave notice for the Group to become a "**Group REIT**" in 2021. A failure to maintain HMRC approval as a REIT/Group REIT, including as a result of a change in tax law or practice, could result in the Group not being able to benefit from the benefits of being a Group REIT and could diminish returns to Shareholders.

In addition, it is not possible to guarantee that the Company will be and will remain a company that is not a close company for UK tax purposes, which is a requirement to obtain and maintain its status as a REIT, as the Shares are freely transferable. The Company, in the unlikely event that it becomes aware that it is a close company, or otherwise fails to meet the criteria for approval as a REIT, will, as soon as reasonably practicable, notify Shareholders of this fact.

6.3 The coronavirus outbreak might adversely affect the Company and its investments

A local, regional, national or international outbreak of a contagious disease (including but not limited to the current COVID-19 pandemic and any outbreak of Middle East Respiratory Syndrome, Severe Acute Respiratory Syndrome, H1N1 influenza virus, avian flu, or any other similar illnesses) could result in a general or acute decline in economic activity in the regions which the Group invests and a decrease in the willingness or ability of the general population to travel, staff shortages, reduced tenant traffic, mobility restrictions and other quarantine measures, supply shortages, increased government regulation, and the quarantine or contamination of one or more of the Group's apartment units. Contagion in one of the Group's buildings or a market in which the Group operates could negatively impact the Group's occupancy, its reputation or attractiveness of that market. An outbreak may affect tenants' income, and thereby tenants' ability to meet their payment obligations. This may also result in a reduced supply of properties available for purchase by the Group and/or a reduction in tenant demand. All of these occurrences may have a material adverse effect on the business, financial condition and results of operations of the Group.

6.4 Effect of REIT requirements on returns

The Company will not be able to pursue asset growth through acquisitions solely from cash provided from its operating activities because of its obligation to distribute at least 90% of the income profits as calculated for tax purposes arising from the Group's Qualifying Property Rental Business each year (either in cash or by way of stock dividend) to Shareholders in order to continue to enjoy the full exemption from tax on rental income afforded by the UK REIT Regime. The Company would be required to pay tax at regular corporate rates on any shortfall to the extent that it distributes as a PID less than the amount required to meet the 90% distribution condition each

year. Consequently, the Company may be forced to rely on the availability of debt or equity capital to fund future acquisitions. In addition, differences in timing between the receipt of cash and the recognition of income for the purposes of the REIT Regime and the effect of any potential debt amortisation payments could require the Company to borrow funds to meet the distribution requirements that are necessary to achieve the full tax benefits associated with qualifying as a REIT, even if the then-prevailing market conditions are not favourable for these borrowings. As a result of these factors, the constraints of maintaining REIT status could limit the Company's flexibility to make investments. The Company intends to utilise reliefs such as capital allowances to reduce the income profits from the Qualifying Property Rental Business. This should help to retain cash where required for future acquisitions.

6.5 Changes in taxation legislation or practice could affect the value of the Company and the entities in which the Company invests, affect the Company's ability to provide returns to Shareholders, and affect the tax treatment for Shareholders of their investments in the Company (including rates of tax and availability of reliefs)

Investors should consult their tax advisers with respect to their own particular tax circumstances and the tax effects of an investment in the Company. Statements in this Prospectus concerning the taxation of investors or prospective investors in Shares are based upon current tax law and practice, each of which is, in principle, subject to change. The value of particular tax reliefs, if available, will depend on each individual Shareholder's circumstances. This Prospectus does not constitute tax advice and must not therefore be treated as a substitute for independent tax advice.

6.6 Failure by the Company to comply with its due diligence and reporting obligations under the regulations may result in the target returns of the Company being adversely affected

The Company will be required to comply with certain due diligence and reporting requirements under the International Tax Compliance Regulations 2015, which were enacted to meet the United Kingdom's obligations under FATCA, the Common Reporting Standard developed by the Organisation for Economic Co-operation and Development and the EU Directive on Administrative Cooperation in Tax Matters. Shareholders may be required to provide information to the Company to enable the Company to satisfy its obligations under the regulations. Failure by the Company to comply with its obligations under the regulations may result in fines being imposed on the Company and, in such event, the target returns of the Company may be adversely affected.

IMPORTANT INFORMATION

1. GENERAL

This Prospectus should be read in its entirety before making any application for Shares. Prospective investors should rely only on the information contained in this Prospectus and any supplementary prospectus provided by the Company prior to Admission of the relevant Shares. No person has been authorised to give any information or make any representations other than as contained in the Prospectus and such supplementary prospectus and, if given or made, such information or representations must not be relied on as having been authorised by the Company, the AIFM, the Investment Advisor, or any of their respective affiliates, officers, directors, employees or agents. Without prejudice to the Company's obligations under TISE Listing Rules and the Prospectus Regulation Rules, neither the delivery of the Prospectus nor any subscription made under this Prospectus shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date of this Prospectus or that the information contained herein is correct as at any time subsequent to its date.

Prospective investors must not treat the contents of this Prospectus or any subsequent communications from the Company, AIFM the Investment Advisor or any of their respective affiliates, officers, directors, employees or agents as advice, relating to legal, taxation, accounting, regulatory, investment or any other matters.

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

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

Prospective investors should not treat the contents of this Prospectus or any supplementary prospectus provided by the Company prior to the Final Date as advice relating to legal, taxation, investment, or any other matters. Prospective investors should inform themselves as to: (a) the legal requirements within their own countries for the purchase, holding, transfer or other disposal of, or subscription for, Shares; (b) any foreign exchange restrictions applicable to the purchase, holding, transfer or other disposal of, or subscription for, 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, or subscription for, 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.

Shareholders are entitled to the benefit of, are bound by, and are deemed to have notice of, the provisions of the Articles of Association of the Company which investors should review. The Articles of Association are summarised in Part 12 of this Prospectus and a copy of the full Articles of Association is available at the Company's registered office.

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

2. DATA PROTECTION

Each Applicant for Shares acknowledges that it has been informed that, pursuant to applicable Data Protection Legislation, the Company, the Investment Advisor, and the AIFM (the "**Data Controller**") and, the Administrator, the Operator the Depositary, the Receiving Agent and/or the Registrar (the "**Data Processors**") hold their personal data, which will be processed in accordance with the Company's privacy policy which is available for consultation on the Company's website: <https://portfolio.co.uk/investor-centre> (the "**Privacy Policy**").

Personal data is any information or a combination of pieces of information which relates to an identified or identifiable individual.

The Data Controller and Data Processors will process such personal data at all times in compliance with Data Protection Legislation and shall only process such information for the purposes set out in the Privacy Policy or as otherwise required by applicable laws.

Where necessary to fulfil the purposes for which it processes personal data, the Data Controller and/or Data Processor (as applicable) will disclose personal data to:

- (a) third parties located either within, or outside of the EEA, for the Data Controller and/or Data Processor to perform their respective functions, or when it is within its legitimate interests, and in particular in connection with the holding of Shares; or
- (b) its affiliates, each other, other third party service providers and agents and their respective associates, some of which are located outside of the EEA.

Any sharing of personal data between parties will be carried out in compliance with Data Protection Legislation and as set out in the Company's Privacy Policy. Where personal data is transferred outside the UK, the Company will ensure it has appropriate safeguards in place, such as the approved standard contractual clauses or equivalent contractual arrangements which have been approved by the relevant data protection authority or body.

In providing the Data Controller and Data Processors with personal data, each investor (where the investor is not a natural person) hereby represents and warrants to each of the Data Controller and Data Processors that: (1) it complies in all material aspects with its obligations under Data Protection Legislation, and in particular, it has notified any data subject of the purposes for which personal data will be used and by which parties it will be used ; and (2) the investor has obtained any legally required consents of any data subject to permit the Data Controller and Data Processors and their respective affiliates and group companies, to process their personal data for the Purposes (including the explicit consent of the data subjects where required for the processing of any special category personal data for the Purposes).

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

Each Applicant acknowledges that by submitting personal data to the Data Controller and Data Processors (acting for and on behalf of the Company) where the investor is not a natural person it represents and warrants:

- (a) it has brought the Company's Privacy Policy to the attention of any underlying data subjects on whose behalf or account the investor may act or whose personal data will be disclosed to the Data Controller and Data Processors as a result of the investor agreeing to subscribe for Shares under the Issuance Programme (including the Initial Offer for Subscription); and

- (b) the investor has complied in all other respects with all applicable Data Protection Legislation in respect of disclosure and provision of personal data to the Company.

Where any investor acts for or on account of an underlying data subject or otherwise discloses the personal data of an underlying data subject, the relevant investor shall, in respect of the personal data the relevant investor processes in relation to or arising in relation to any issue of Shares under the Offer for Subscription or Issuance Programme:

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

3. PRIIPS REGULATION

Investors should be aware that the UK PRIIPs Laws require the Investment Advisor, as a PRIIP manufacturer, to prepare a key information document in respect of the Company. This key information document will be made available by the Investment Advisor to investors prior to them making any investment decision and will be available on the Company's website. The Company is not responsible for the information contained in the key information document and investors should note that the procedures for calculating the risks, costs and potential returns are prescribed by the law. The figures in the key information document may not reflect the expected returns for the Company and anticipated performance returns cannot be guaranteed.

The Investment Advisor is the only manufacturer of the Shares for the purposes of the UK PRIIPs Laws.

4. DISTRIBUTION TO RETAIL INVESTORS AND MIFID II

Solely for the purposes of the product governance requirements contained within the MiFID II Product Governance Requirements and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any manufacturer (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the Shares and Warrants have been subject to a product approval process, which has determined that such Shares and Warrants are: (i) compatible with an end target market of Non-Retail Investors (as defined in this Prospectus) including investors who meet the criteria of professional clients and eligible counterparties, each as defined in EU Directive 2014/65/EU or the UK MiFID Laws (as applicable); and (ii) eligible for distribution through all distribution channels as are permitted by Directive 2014/65/EU or the UK MiFID Laws, as applicable (the "**Target Market Assessment**").

Notwithstanding the Target Market Assessment, distributors should note that: (a) the price of the Shares may decline and investors could lose all or part of their investment; (b) neither the Shares nor the Warrants offer guaranteed income and no capital protection; and (c) an investment in the

Shares or Warrants is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Issuance Programme.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of EU Directive 2014/65/EU or the UK MiFID Laws (as applicable); or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Shares or Warrants.

Each distributor is responsible for undertaking its own target market assessment in respect of the Shares and determining appropriate distribution channels. It is intended that the Company be treated by HMRC as a real estate investment trust or a REIT, in which case the Company will not be deemed to be a non-mainstream pooled investment for the purposes of COBS 4.12 of the FCA Handbook and the rules therein on distribution of non-mainstream pooled investments to retail investors.

The Company intends to conduct its affairs so that its Shares can be recommended by financial advisers in accordance with the rules on the distribution of financial instruments under EU Directive 2014/65/EU or the UK MiFID Laws (as applicable). The Directors consider the Shares should be considered "non-complex" for the purposes of the UK MiFID Laws and any supplementary prospectus provided by the Company prior to Admission of the relevant Shares.

5. NO INCORPORATION OF WEBSITE

The contents of the Company's website at <https://portfolio.co.uk/investor-centre>, the AIFM's website, the Investment Advisor's website, the Depositary's website, the Valuer's website and any website accessible from hyperlinks on the aforementioned websites, or any other website referred to in this Prospectus are not incorporated and 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 acquire Shares.

6. FORWARD-LOOKING STATEMENTS

This Prospectus contains forward-looking statements including, without limitation, statements containing the words "believes", "estimates", "anticipates", "expects", "intends", "may", "will", or "should" or, in each case, their negative or other variation or similar expressions. Such forward-looking statements involve unknown risk, uncertainties and other factors which may cause the actual results, financial condition, performance or achievement of the Company, or industry results, to be materially different from future results, financial condition, performance or achievements expressed or implied by such forward-looking statements.

Given these uncertainties, prospective investors are cautioned not to place any undue reliance on such forward-looking statements. These forward-looking statements speak only as at the date of this Prospectus. Subject to its legal and regulatory obligations, the Company expressly disclaims any obligation to update or revise any forward-looking statement contained herein to reflect changes in expectations with regard thereto or any change in events, conditions, or circumstances on which any statement is based, unless required to do so by law or any appropriate regulatory authority, including FSMA, the Prospectus Regulation Rules the EU AIFM Directive, the UK AIFMD Laws and the TISE Listing Rules.

Nothing in the preceding two paragraphs should be taken as limiting the working capital statement in Part 11 of this Prospectus.

7. ROUNDING

Some percentages and amounts in this Prospectus have been rounded. As a result of this rounding, figures shown as totals in this Prospectus may vary slightly from the exact arithmetic aggregation of the figures that precede them. In addition, certain percentages presented in this Prospectus reflect calculations based upon the underlying information prior to rounding and, accordingly, may not conform exactly to the percentages that would be derived if the relevant calculations were based upon the rounded numbers.

8. PRESENTATION OF FINANCIAL AND OTHER INFORMATION

Market, economic and industry data

Market, economic and industry data used throughout this Prospectus are derived from various industry and other independent sources. The Company and the Directors confirm that such data have 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 13 July 2022.

Sources of financial information

Unless otherwise indicated, the financial information included in this document has been extracted without material adjustment or derived from the audited consolidated financial statements of the Company as at and for the period ended 31 March 2022 included in the Company's 2022 annual report (together with the related notes thereto, the "2022 Annual Report") made available to Shareholders on 29 June 2022, which have been prepared in accordance with the UK law which implemented Directive 2006/43/EC of the European Parliament and of the Council⁴ and Regulation (EU) No 537/2014 of the European Parliament and of the Council.⁵

The financial information included in this document is not intended to comply with the applicable accounting requirements of the US Securities Act and the related rules and regulations that would apply if the New Ordinary Shares were to be registered in the United States. Compliance with such requirements would require the modification or exclusion of certain information included in this document and the presentation of certain information which is not included in this document.

The 2022 Annual Report is incorporated by reference into this document as set out in Part 11 (*Financial Information of the Company*) of this Prospectus.

⁴ Directive 2006/43/EC of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts, amending Council Directives 78/660/EEC and 83/349/EEC and repealing Council Directive 84/253/EEC.

⁵ Regulation (EU) No 537/2014 of the European Parliament and of the Council of 16 April 2014 on specific requirements regarding statutory audit of public-interest entities and repealing Commission Decision 2005/909/EC.

EXPECTED TIMETABLE, STATISTICS AND DEALINGS CODES

Expected Timetable

Issuance Programme

Publication of this Prospectus	14 July 2022
Issuance Programme Opens	14 July 2022
Publication of the Issuance Programme Price in respect of each Issue of Shares under the Issuance Programme	At least 5 Business Days before the closing of the relevant Issue
Latest time and date for receipt of completed Subscriptions under each Issue undertaken by way of Issue under the Issuance Programme and payment in full under the Issue and settlement of relevant CREST instructions (as appropriate)	12 p.m. on the closing date of the relevant Issue
New Shares are issued pursuant to an Issue under the Issuance Programme	8 a.m. on each day Shares are issued
Admission and crediting of CREST accounts in respect of each Issue under the Issuance Programme and Portfolio App accounts	8 a.m. on each day Shares are issued
New Warrants are issued to eligible Shareholders under each Issue in the Issuance Programme	8 a.m. on each day Shares are issued
Where applicable (for certificated Shareholders not holding interests via the Beneficial Investment Route), definitive share certificates despatched by post	Within 10 business days of each admission
Last date for Shares or Warrants to be issued pursuant to the Issuance Programme	13 July 2023
Last date for exercising Warrants issued under the Issuance Programme	1 December 2028

The dates and times set out above are subject to change. In particular the Directors may bring forward or postpone the closing time and date for each Issue and the corresponding issue of Warrants under the Issuance Programme by up to four weeks. If any such date is changed the Company will notify investors who have subscribed for Shares of changes to the timetable either by post, by electronic mail or by such other means as the Company may determine. All references to times in this Prospectus are to London times.

Issuance Programme Statistics

Maximum number of Shares to be issued pursuant to the Issuance Programme	200 million
Issuance Programme Price per Share	the latest published Net Asset Value per Share at the time of allotment.

Dealing Codes

The dealing codes for the Shares will be as follows:

Legal Entity Identifier of the Company	2138001TUITO7L5KZQ23
ISIN of the Shares	GB00BKPJT376
SEDOL of the Shares	BKPJT37

DIRECTORS, ADVISERS AND OTHER SERVICE PROVIDERS

Directors	Stephen J Vakil Tim Downing Mark Beddy <i>all of the registered office below</i>
Registered Office	Clayton House 4 th Floor 59 Piccadilly Manchester United Kingdom M1 2AQ
AIFM	Gallium Fund Solutions Limited Gallium House Unit 2, Station Court, Borough Green, Sevenoaks, Kent TN15 8AD
Investment Advisor	Property Hub Advisors Limited Clayton House 4 th Floor 59 Piccadilly Manchester United Kingdom M1 2AQ
Administrator	Langham Hall UK Services LLP 1 Fleet Place, 8 th Floor, London United Kingdom EC4M 7RA
Company Secretary	Property Hub Advisors Limited Clayton House 4 th Floor 59 Piccadilly Manchester United Kingdom M1 2AQ
English Law Advisors to the Company	Hogan Lovells International LLP Atlantic House 50 Holborn Viaduct London EC1A 2FG United Kingdom
Registrar and Receiving Agent	Neville Registrars Limited Neville House, Steelpark Road Halesowen West Midlands B62 8HD
Auditors	BDO LLP 55 Baker Street London W1U 7EU

Depository	Gallium P E Depositary Limited Gallium House Unit 2, Station Court, Borough Green, Sevenoaks, Kent TN15 8AD
TISE Sponsor	Carey Olsen Corporate Finance Ltd 47 Esplanade, St Helier, Jersey JE1 0BD
Tax Advisor to the Company	Grant Thornton UK LLP 30 Finsbury Square London EC2A 1AG
Operator of the Portfolio App and Custodian	Gallium Fund Solutions Limited Gallium House Unit 2, Station Court, Borough Green, Sevenoaks, Kent TN15 8AD
Valuer	Allsop LLP 33 Wigmore Street London W1U 1BZ

PART 1: INFORMATION ON THE COMPANY

1. INTRODUCTION

The Company is a closed-ended investment company incorporated in England and Wales on 15 December 2020 with an indefinite life and registered as an investment company under section 833 of the Act.

By virtue of being incorporated in the UK (and provided that it is not treated as resident elsewhere under the terms of a double tax treaty), the Company will be tax resident in the UK.

The Company intends to issue up to 200 million Shares through the Issuance Programme. The Company intends to issue Warrants to Shareholders who subscribe to each issue in the ratio of one Warrant for every five Shares subscribed. The Gross Issuance Programme Proceeds will be utilised to meet the costs and expenses of each Issue under the Issuance Programme, for other working capital purposes, and to fund investments in accordance with the Company's Investment Policy.

The Company is not authorised or regulated by the FCA or any other regulatory authority but is subject to (amongst others) TISE Listing Rules. Applications will be made for all of the Shares of the Company to be issued pursuant to the Issuance Programme to be admitted to the Official List of TISE. The Company is a non-EU AIF for the purposes of the AIFM Directive.

The Company qualifies as a REIT and was admitted to the REIT regime as at 9 April 2021. In order to qualify as a Group REIT a number of conditions need to be satisfied as described in Part 13 of this Prospectus.

2. GROUP STRUCTURE

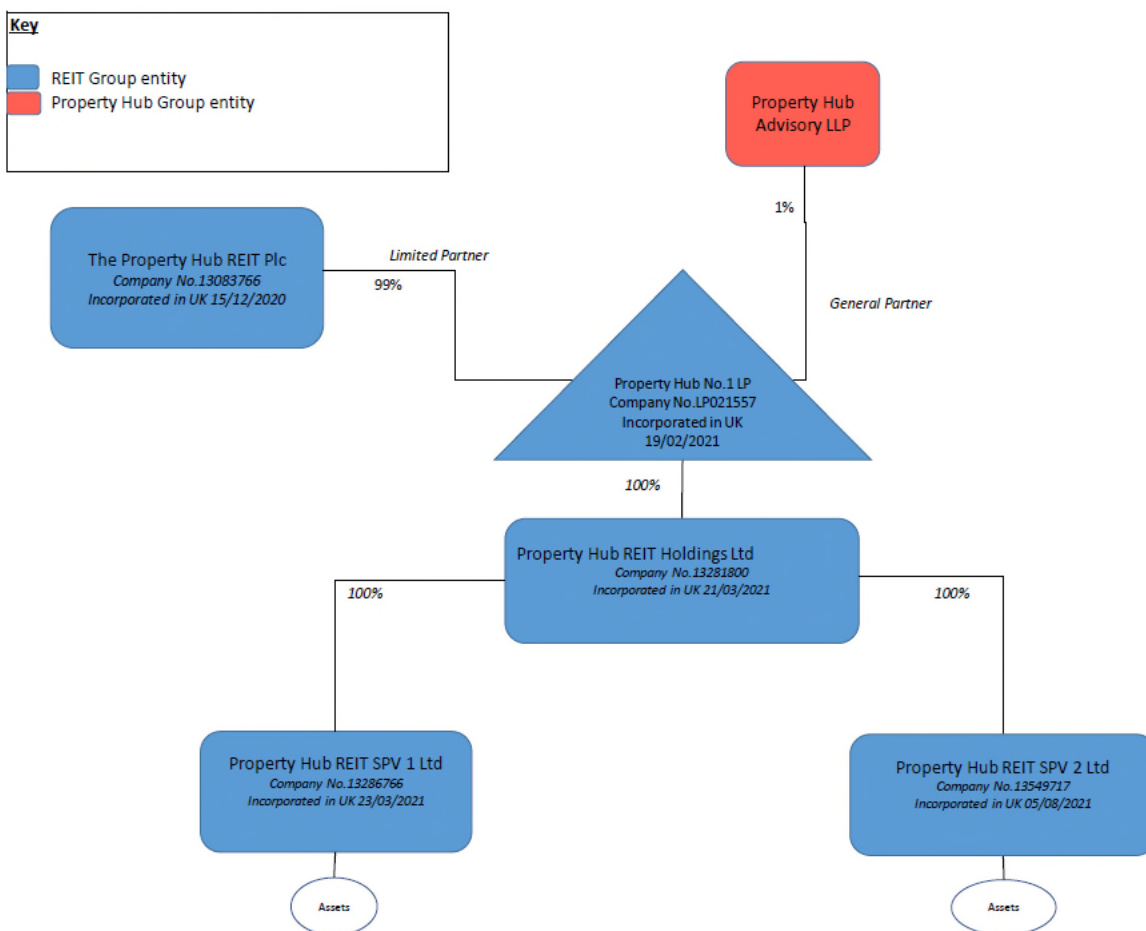
The Company's current Property Portfolio comprises both freehold and leasehold interests in residential property in the UK which have been acquired through a group structure and are held by its subsidiary, Property Hub REIT SPV 1 Limited. The Company has also incorporated a further subsidiary, Property Hub REIT SPV 2 Limited through which it is intended that the residential property in the Nightingale Quarter, Derby (as described in Part 4) will be held. The Company expects to acquire interests in any future investments as either direct property investments or investments via typical corporate structures such as joint ventures, or indirectly via a series of holding entities.

The Company is the sole limited partner in Property Hub No.1 LP, an English limited partnership established on 4 February 2021 with registered number LP021557 (the "**Partnership**"), of which Property Hub Advisory LLP (a special purpose vehicle) is the general partner (the "**General Partner**"). The General Partner's ultimate holding company is Property Hub Holdings Limited. The General Partner, on behalf of the Partnership, has appointed the AIFM as operator of the Partnership.

The Partnership holds 100 voting shares in Property Hub REIT Holdings Ltd, an English limited company (the "**Holdco**") and the Company holds 4,680,000 non-voting preference shares in the Holdco. The Holdco is the sole Shareholder in two further English private limited companies, Property Hub REIT SPV 1 and Property Hub REIT SPV 2. The Group may set up further, wholly owned, English private limited companies in the future.

The Property Hub REIT Plc Group Structure

13/07/2022



3. INVESTMENT OBJECTIVE

The Company's investment objective is to provide Shareholders with sustainable, regular dividends and long term capital appreciation by investing in a portfolio of quality UK residential real estate assets.

For the initial investment period of up to three years from the initial Admission, the Company will target an average gross entry yield across the portfolio of more than 5.5%, with a typical range of 5% to 7%, although individual investments may fall above or below this range.

4. INVESTMENT POLICY

The Company's investment policy is to purchase and let residential properties in and around UK cities where the Company recognises the potential for long-term capital growth and a strong level of rental income. The Company will aim to prioritise the total return over time rather than maximising discount or yield at the point of purchase.

The Company intends to focus on investing in residential real estate with the following characteristics:

- Properties in and near major cities and towns in the North West of England, Yorkshire and the Midlands where the Company and the Investment Advisor believe that there is the greatest potential for capital growth on investment; and

- Properties with a freehold interest, or long leasehold properties with at least 125 years remaining (and no provisions in a lease which would mean it is not possible to obtain mortgage finance from a lender who typically makes loans in respect of such properties).

The Company will acquire freehold or leasehold interests in residential properties. The Company may acquire both houses and flats which may be new builds or existing properties and may be individually or in blocks. Where appropriate, the Company will seek to negotiate discounts on acquisitions.

Properties will generally be let on an assured shorthold tenancy ("**AST**") basis, although the Company may let properties on non-AST leases or under license where appropriate.

The Company may seek to purchase properties through a range of deal structures that are customary for the real estate investment market. These structures are primarily intended to enable the Company to form strategic joint ventures with partners, secure access to assets or allow the Company to make bulk purchases of residential units in an efficient manner.

The Company may "forward fund" acquisitions by committing funds to developments prior to their completion where full planning permission is in place. The Company will make reasonable efforts to negotiate receipt of coupon payments from the developer such that the developer is paying the Company a return on its investment during the construction phase and prior to the Company leasing the property and receiving rental payments under the terms of a lease.

Where the Company invests in forward funded developments, it may seek to include terms including the following, to the extent the Investment Advisor so advises in any purchase documentation:

- the Company will not unconditionally acquire the land until full planning consent is in place;
- the Company will pay a fixed price for the forward funded purchase, covering land, construction cost;
- generally, the Company will seek to ensure that all cost overruns will be the contractual responsibility of the developer/ contractor; and
- if there is a delay to completion of the works this will primarily be a risk for the developer/ contractor as they will pay the Company interest/ rent until practical completion occurs.

The Company will aim to maintain what it believes to be an appropriate level of diversification at the geographical and asset levels.

Investment Restrictions

The Company will aim to observe the following investment restrictions, each calculated at the time of the investment:

- Once the Group's NAV has exceeded £100 million, no more than 20% of the Group's Property Portfolio may be invested in a single transaction or linked transactions (which might comprise a portfolio of properties);
- No single property will have more than 5 bedrooms;
- The Company will not invest in standalone commercial units;

- The Company will not invest in properties which require structural refurbishment work at the point of acquisition (with the exception of any properties which are being forward-funded by the Company); and
- The Company will not invest in purpose-built student accommodation.

These investment restrictions apply at the time of making an investment and are targets only. The most recently published Net Asset Value will be used for the purposes of calculating the application of the investment restrictions, unless the Directors believe that such valuation materially misrepresents the values of the Group's interests at the time of the relevant acquisition. The Group will not be required to dispose of any investment or to rebalance its portfolio as a result of a change in the respective valuations of its investments, except if required for the Group to continue to qualify as a Group REIT in which case any such disposal and rebalancing will be done in an orderly manner and in the best interests of the Company.

Borrowing

The Group will seek to use gearing to enhance equity returns. The Group's borrowing to facilitate gearing may not exceed 60% of the Gross Asset Value at the time of borrowing. This indebtedness may also be used for the purposes of share repurchases or for working capital purposes.

Intra-Group indebtedness will not be included in the calculation of the Group's indebtedness. Any indebtedness of any SPV through which the Group makes investments will not be included in the calculation of the Group's indebtedness for so long as either: (a) that indebtedness only has recourse to the assets of the SPV and does not have recourse to the other assets of the Group or other unrelated investments made by it; or (b) that indebtedness is owed to a member of the Group.

The Group's borrowings are expected to be secured on one or more Portfolio Interests.

The Group has entered into a £1,962,000 five-year loan facility agreement with Secure Trust Bank Plc on 23 October 2021 to facilitate the purchase of 16 new homes in Bolton, and a £1,395,000 five-year loan facility agreement with Secure Trust Bank Plc on 8 March 2022 to facilitate the purchase of the Deansgate Square Penthouse. It is anticipated that the Group will enter into further facility agreements to fund further purchases.

Hedging and Derivatives

The Group may invest in property or property related securities, utilise options and futures for hedging purposes and for efficient portfolio management. Interest rate hedging may be carried out to seek to provide protection against increasing costs of servicing debt drawn down by the Group to finance investments, although there is no obligation to do so. This may involve the use of interest rate derivatives and similar interests. Hedging against inflation may be carried out and this may involve the use of derivative instruments.

It is intended that all hedging policies of the Group be reviewed by the Directors on a regular basis to ensure that the risks associated with the Group's investments are being appropriately managed. Any transactions carried out will only be undertaken for the purpose of efficient portfolio management and will not be carried out for speculative reasons.

Cash Management

From time to time the Group may hold cash on deposit and may invest in cash equivalent investments, which may include short-term investments in money market type funds and tradeable debt securities ("**Cash and Cash Equivalents**"). There is no restriction on the amount of Cash and Cash Equivalents that the Company may hold and there may be times when it is appropriate for the Company to have a significant cash or cash equivalent position instead of being fully or near fully invested.

5. CHANGES TO THE INVESTMENT POLICY

Any material change to the Investment Policy will require the prior approval of Shareholders by way of Ordinary Resolution. Minor changes to the Investment Policy must be approved by the Directors and will be notified to Shareholders through an announcement on TISE.

Breaches of the Investment Policy (which for the avoidance of doubt excludes any restrictions which are described above as target limits only), upon becoming aware of the same the Board shall be informed, and if the Board considers the breach to be material, will be notified to Shareholders through a TISE announcement.

6. DIVIDEND POLICY

The Company intends to pay interim dividends on a quarterly basis in cash and in accordance with the REIT requirements on distributions as set out below. All distributions will be at the discretion of the Directors. As at the date of the Prospectus no dividend has been paid to Shareholders.

On the basis of market conditions as at the date of this Prospectus, the Company's medium term annualised dividend target is 3 pence per Share.

The Company has the ability, subject to the passing of an Ordinary Resolution at the Company's annual general meeting on 2 August 2022, to offer Shareholders the right to elect or 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 Shares 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. 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. The Company may also establish a dividend reinvestment plan which would enable Shareholders to reinvest cash dividends in new Shares.

As a result of its REIT status, the Company is required to meet a minimum distribution test for each accounting period that it is a REIT. This minimum distribution test requires the Company to distribute a minimum of 90% of the Group's UK income profits in respect of its Qualifying Property Rental Business for each accounting period (to be paid by the Corporation Tax filing date for that accounting period), as adjusted for tax purposes. The Company is required to distribute all PIDs received from other UK REITS (to be paid by the Corporation Tax filing date for that accounting period).

The Company has been reviewing when to commence dividend distributions and will make an announcement in due course about the level of property income distribution that the Company is expected to be required to make under the REIT rules for the period ended 31 March 2022.

7. THE PROPERTY HUB GROUP

The Company benefits from the experience of the Investment Advisor and the other entities within the Property Hub Group. Such experience allows the Investment Advisor to use its existing relationships with property developers and agents to become aware of investment opportunities that become available in the target locations. It assesses potential acquisitions against the Investment Objective, then undertakes due diligence on those that appear the most attractive.

Property Hub Invest Limited

Property Hub Invest Limited (formerly RMP Property) was formed in 2011 and acquires off-market stock as agent for its investors based on its strong relationships with developers. Property Hub Invest Limited operates by securing properties at volume from national, regional and local developers and arranging sales to individual buyers. It has acquired more than 1,500 properties on behalf of its clients since its formation in 2011 and has repeatedly done deals with major national and regional developers – including three FTSE-listed PLC groups. Many investors commit to buying the properties without having viewed them, based on their confidence in Property Hub Invest's fifty-point due diligence process.

Property Hub Invest is attractive to developers because it allows them to make a large number of sales quickly and with certainty. Also, as the transactions take place off-market and are not advertised beyond Property Hub Invest clients, any discount offered does not affect pricing for other units on the same scheme. When Property Hub Invest acquires stock on behalf of the Company, it anticipates this being even more attractive for developers because it involves a single transaction with a corporate buyer rather than having to deal with multiple individual buyers, each potentially with different solicitors and issues arranging mortgages.

Property Hub Invest sources stock in areas it believes offer strong rental demand and above-average capital growth potential. The top three cities in which it has secured stock (by volume) between January 2018 and January 2022 were Manchester, Liverpool and Nottingham. These cities make up three of the top five cities in England for house price growth during June 2019 and June 2022.⁶

Property Hub Forum Ltd

Robert Bence and Robert Dix started The Property Podcast in 2012, and created the Property Hub brand in 2013. The Property Podcast is downloaded over 300,000 times per month, there are over 70,000 members of the Property Hub's online community, and over 29,000 subscribers to its YouTube channel. In 2016, Property Hub started a print magazine which is published bi-monthly and has ~4,000 paying subscribers.

These channels, along with the trust built up by providing free and low-cost educational material for over eight years, uniquely positions the Investment Advisor to be able to reach its target audience at little cost using its own channels. Additionally, Property Hub has built up significant credibility by making public predictions that proved to be correct, including the rise of Manchester as an investment location (prices subsequently rose faster than any other UK city except Leicester for the following two years, according to Hometrack⁷) and that house prices would rise rather than fall following the COVID-19 pandemic (house prices grew by 7.3% in the year to December 2020 according to Nationwide⁸).

8. THE PORTFOLIO APP AND THE ISSUANCE PROGRAMME

The Company launched the application 'Portfolio' (the "**Portfolio App**") on 5 November 2021. The Portfolio App is an investment platform developed by the Investment Advisor (and licensed to the Operator), which is designed to facilitate investment in the Company's Shares under the Issuance Programme and to facilitate direct and indirect transfers and the buy-back (or buy-backs) of Shares.

The Portfolio App enables investors to:

- place requests and applications to subscribe for Shares under the Issuance Programme or by being matched with investors who wish to sell their Shares;

⁶ Source: Zoopla, UK House Price Index, Jan 2022

⁷ Source: Hometrack, UK House Price Index, November 2020

⁸ Source: Nationwide House Price Index, December 2020, www.nationwide.co.uk/hpi

- purchase Shares or to sell Shares;
- deposit into and withdraw funds from a client account which is operated by the Operator, in accordance with the FCA's client asset rules, for the purposes of purchasing Shares;
- have access to individual information about their Shareholdings; and
- receive information about the Company, including regulatory news, and to communicate with the Company (in non-real time).

Investors who have invested through the use of the Portfolio App have indirect, beneficial holdings of Shares, through a nominee arrangement operated by Gallium Fund Solutions Limited as custodian (in such context the "**Custodian**") (Shares held in this manner are described in this Prospectus as the Beneficial Investment Route). The investors hold the beneficial interest in the Shares, while the legal title to Shares in respect of which they have a beneficial interest in is held on their behalf through a nominee. The Custodian has appointed Winterflood Securities Limited as its sub custodian, and Winterflood Client Nominees Limited holds the legal title to the Shares.

Existing Shareholders who choose to invest in the Issuance Programme via the Portfolio App will not be subject to a minimum subscription amount in respect of further subscriptions. New Shareholders in the Company will remain subject to a minimum subscription amount of £1,000 (as may be varied from time to time in the sole discretion of the Board and with the agreement of TISE).

9. WITHDRAWAL REQUESTS AND MATCHED BARGAINS

Investors who have subscribed to the Company through the Portfolio App, or who use the Portfolio App to manage their portfolio of indirect investments in the Company are able to submit requests to sell their Shares through the Portfolio App.

At each monthly issuance date, the Company will consider all requests to purchase Shares, and all requests from existing Shareholders to sell some (or all) of their Shares. The Company may, at the Directors' sole discretion, choose to meet requests for Shares made in the Portfolio App by matching requests to sell Shares with requests to purchase. Where such a match is made, and investors have invested in the Company via the Beneficial Investment Route, the beneficial interest in the Share shall be transferred between the selling and purchasing Shareholders. As the legal title in Shares for all Investors using the Portfolio App is held by the Nominee, there will be no change in the legal ownership, but the beneficial owners register will be updated. Where investors have invested in the Company via the Direct Investment Route, Investors will need to complete further documentation to effect the transfer (including a Stock Transfer Form).

Alternatively, the Directors may choose to fulfil requests from Shareholders to sell their Shares by facilitating an off-market buy-back. The Company may buy-back Shares held by the Nominee on the instruction of the Custodian subject to the terms of the buy-back contract which was approved at a General Meeting of the Company dated 3 March 2022. Under the terms of such contract, the purchase price per Share shall be the NAV per Share as at the most recent issuance date of the Company (as set out in this Prospectus), provided that if such buy-back is undertaken on a monthly issuance date, the buy-back will be undertaken at the NAV per Share as at that date.

An ordinary resolution was passed on 3 March 2022 granting the directors authority to repurchase up to 1,179, 159 Shares on and subject to the terms of a Buy-back Agreement between the Company and Gallium Fund Solutions (which facilitates the re-purchase of Shares held by Investors via the Portfolio App). It is expected that Shares that are bought back by the Company pursuant to the Buy-back Agreement will be held in treasury by the Company (subject to the right of the Company to cancel them).

The Company reserves the right to deduct from the withdrawal proceeds an amount equal to the stamp duty/SDRT payable (the current rate of which is 0.5%) of the amounts being withdrawn in connection with the withdrawal transaction which will (if the Company so determines) be borne by the withdrawing Shareholder. Investors requesting a withdrawal will be notified of any deduction in respect of stamp duty/SDRT before a withdrawal request is processed.

The use of the Portfolio App to withdraw investments in the Company is subject to the Company exercising its direction to approve the request and to the Company having sufficient available cash to buy-back Shares, or unfulfilled subscription requests that can be matched to the withdrawal request. The Company does not provide any guarantee or assurance that it will agree to buy-back Shares or that it will be able to match withdrawal requests with subscription requests, within a time frame that may be acceptable to Shareholders or at all.

10. VALUATION AND NET ASSET VALUE

The Group's properties are valued by the External Valuer. The Valuation Report in respect of the Current Portfolio is appended to Part 2 of this Prospectus.

A quarterly valuation is undertaken in accordance with RICS Red Book guidelines and annually in accordance with the full RICS Red Book. All properties are customarily physically inspected at least annually under this regime.

The Administrator calculates a quarterly NAV per Share which is based on full accounting data prepared under IFRS, including the most recent external valuation of the Group's portfolio (carried out in respect of the same quarter for which the quarterly NAV is being calculated) and calculated in accordance with EPRA NAV methodology. The most recent published quarterly EPRA NAV per Share, for 31 March 2022, was 93.9p as at that date.

In October 2019, EPRA published new best practice recommendations ("BPR") for financial disclosures by public real estate companies. The BPR introduced three new measures for reporting net asset value: EPRA NTA, EPRA NRV, and EPRA NDV.

The Group considers EPRA NRV to be the most relevant measure for its operating activities. This measure is appropriate as the Company adds value to investors by creating a portfolio of properties from which it collects operating cash flows, without selling assets and is the measure which has been adopted as the Company's primary measure of net asset value.

EPRA Net Reinstatement Value (EPRA NRV) is net asset value adjusted to exclude certain items not expected to crystallise in a long-term property business mode.

The Administrator also calculates a monthly NAV per Share as at the last Business Day of each month. The calculation of the monthly NAV per share is in accordance with EPRA NAV methodology and based on the last published quarterly NAV, adjusted to take into account estimates of:

- Net income earned since the previous published quarterly NAV per Share; less
- any corporate costs since the previous published quarterly NAV per Share; less
- any distributions or transactions with investors made in the period; and
- any other adjustments considered necessary by the Directors.

The NAV is calculated on a consistent basis by the Administrator monthly and published through a TISE announcement in accordance with the share issuance timetable. It is anticipated that such publication will take place on the 15th of each calendar month (or the next Business Day if the 15th

is not a Business Day). The most recent monthly NAV per Share published by the Company was £0.95 with a valuation date of 31 May 2022, as published on 15 June 2022.

The calculation of the NAV per Share will only be suspended in circumstances where the underlying data necessary to value the investments of the Group cannot readily, or without undue expenditure, be obtained. Details of any suspension in making such calculations will be announced through a TISE announcement.

Unless otherwise specified, NAV calculations and underlying data will be unaudited.

11. SHARE CAPITAL

The Company has one class of Shares which are ordinary shares with a nominal value of £0.01. The Company has issued 9,106,091 Shares as at the date of this Prospectus.

Following the Shareholder Resolutions passed by a general meeting of Shareholders on 3 March 2022 the Company has the right to issue Shares up to an aggregate nominal amount of £2,000,000.

The Company issued 1,415,089 warrants to Shareholders under the 2021 Issuance Programme. The Company has cancelled 111,111 Warrants on 6 July 2022. The Warrants currently in issue give Warrantholders the right to subscribe for up to 1,303,978 Shares in aggregate. The Warrants were allocated in the ratio of one Warrant to every five Shares subscribed in the Offer for Subscription. Each Warrant entitled its holder to subscribe for Shares at a subscription price of £1.10 (being a 10% premium to the Issue Price under the Offer for Subscription for the 2021 Prospectus), from 2021 to 2028 (inclusive), in June and December of each year. The Warrants are in certificated form and will not be admitted to trading on the Official List of TISE or on any other stock exchange.

The Directors may determine to issue additional Shares under the Share Issuance Programme and may issue further Warrants to Shareholders subscribing for Shares under the Share Issuance Programme. The Directors have authority to issue up to 200 million Shares under the Issuance Programme on a non-pre-emptive basis (including, subject to receipt of approval at a meeting of Warrantholders scheduled for 2 July 2022, Shares arising on the exercise of any Warrants granted in accordance with the 2022 Warrant Deed Poll). Such authority will expire at the earlier of the conclusion of the 2023 annual general meeting or the date falling 18 months after 3 March 2022 (unless Shareholders grant a renewal of the authority).

In addition to Shares issued under the Issuance Programme, Shares may be issued without the publication of a prospectus in accordance with exemptions set out in the Prospectus Regulation Rules, which currently allow for the issue of Shares of up to the Sterling equivalent of €8 million in any rolling period of 12 months.

Investors should note that the issuance of new Shares is entirely at the discretion of the Board (other than in respect of the exercise of Warrants in accordance with their terms), and no expectation or reliance should be placed on such discretion being exercised on any one or more occasions or as to the proportion of new Shares that may be issued.

Other than pursuant to the Warrants, no Shares will be issued at a price less than the prevailing published NAV per Share at the time of their issue without Shareholder approval unless they are first offered pro-rata to existing Shareholders.

Treasury Shares

Any Shares repurchased pursuant to the general authority referred to above may be held in treasury. The Act allows companies to hold shares acquired by way of market purchase as treasury shares, rather than having to cancel them. These shares may be subsequently cancelled or sold for cash. This would give the Company the ability to re-issue Shares quickly and cost effectively,

thereby improving liquidity and providing the Company with additional flexibility in the management of its capital base.

Unless authorised by Shareholders, no Shares will be sold from treasury at a price less than the NAV per Share at the time of the sale unless they are first offered pro-rata to existing Shareholders.

The Company currently holds 561,990 Shares in treasury.

12. REPORTS, ACCOUNTS AND MEETINGS

The audited accounts of the Group are prepared in Sterling under International Financial Reporting Standards. The Group's annual report and accounts have been prepared up to 31 March each year, with the first accounting period of the Group and Company ended on 31 March 2022.

Copies of the annual report and accounts will be sent to Shareholders by the end of July each year and are available on the Company's website <https://portfolio.co.uk/investor-centre>.

The Group will also publish an unaudited half-yearly report covering the six months to 30 September each year and copies of the unaudited half-yearly report will be sent to Shareholders by the end of January each year, the most recent covering the period to 30 September 2021.

The Group may publish summary financial information as part of a quarterly investor statement.

The financial report and accounts and unaudited half-yearly report once published will be available for inspection from the Administrator at the Company's registered office, on the Company's website at <https://portfolio.co.uk/investor-centre> and on the TISE website.

Any ongoing disclosures required to be made to Shareholders pursuant to the AIFMD are contained in the Company's periodic or annual reports published on the Company's website, or otherwise made available on the Company's website or communicated to Shareholders in written form as required.

The Company expects to hold its annual general meeting each year within six months of the financial year end. The first annual general meeting of the Company is due to be held on 2 August 2022.

13. TAXATION

Potential investors are referred to Part 10 of this Prospectus for details of the taxation of the Company and Shareholders in the UK. Investors who are in any doubt as to their tax position or who are subject to tax in jurisdictions other than the UK are strongly advised to consult their professional advisers prior to making a subscription for Shares.

PART 2: CURRENT PORTFOLIO

The Company's principal activity is investing in residential real estate through its group structure, and this is the only activity which has been undertaken since its incorporation.

Current market performance

The Group has made acquisitions on four sites comprising 16 properties in the Greater Manchester area and two Penthouse apartments on the outskirts of Nottingham and Manchester city centre respectively. The Current Portfolio comprises:

	Silkash Greater Manchester Bolton	Swallowfields Greater Manchester Horwich	Waterside Nottingham City Centre	Deansgate Manchester City Centre	Total
No of Units	14	2	1	1	18
Acquisition Date	March and July 2021	May 2021	October 2021	March 2022	
Composition of Units	12 x 3-Bed and 2 x 4-Bed Houses	2 x 2 Bed Apartments	3-Bed Apartment/Penthouse	3-Bed Duplex Penthouse	
Area SQFT	14,119	2,100	1,644	3,079	20,942
Total Purchase Price⁹	£3,492,960	£432,000	£766,500	£2,205,000	£6,896,460
Actual Monthly Rent	£14,850	£2,450	£4,000	£12,500	£33,800
Annual Rent Roll	£178,200	£29,400	£48,000	£150,000	405,600
Gross Yield	5.10%	6.81%	6.26%	6.80%	5.88%
Market Value	£3,970,000	£470,000	£790,000	£2,225,000	£7,455,000
% of Property Portfolio by MV	53.25%	6.30%	10.60%	29.85%	100%
Growth Since Acquisition	13.66%	8.80%	3.07%	0.91%	8.10%
Purchaser	Property Hub REIT SPV 1 Limited	Property Hub REIT SPV 1 Limited	Property Hub REIT SPV 1 Limited	Property Hub REIT SPV 1 Limited	

⁹ Price exclusive of Stamp Duty Land Tax and legal costs.

Silkash, Greater Manchester

Silkash is the first residential development by the major developer Peel Group, and the Company (through its group structure) acquired 14 of the homes within the development of 150 houses. These 3 and 4-bedroom Scandinavian-inspired properties are well located for the rental market in this desirable suburb of Bolton – a town that is undergoing a £1.5bn development masterplan. Homes here have rented quickly, and the Directors believe development offers great future growth opportunities.

Swallowfields, Horwich, Greater Manchester

Swallowfields is a rare development of 28 high-end apartments, benefitting from limited stock of comparable quality on the market locally, and the Company (through its group structure) acquired two of the apartments. The acquisition provides an opportunity for rental in a location with strong tenant demand and properties well positioned for capital growth. Located in Horwich, near the University of Bolton, the area and development have become popular with high earning professionals due to its convenience, facilities and security.

Waterside, Nottingham, West Bridgford

This is the largest duplex penthouse at Waterside in West Bridgford and represents one of Nottingham's most sought-after locations. Sitting on the banks of the River Trent, Riverside is perfectly located for all amenities, close to Nottingham Forest Football Club, and has easy access to Nottingham city centre. The Directors believe the rental market to be strong and the area to be well positioned for capital growth.

Deansgate Square, Manchester

Deansgate Square is the tallest pure residential tower in the UK, and this is the highest penthouse in the UK sitting on the 64th floor. Deansgate Square is a destination itself with 5-star on-site amenities including a pool, spa, fitness suite, co-working spaces, a business lounge and 24/7 concierge services. The Directors believe the penthouse will benefit from Manchester's strong capital growth.

The acquisition completed on 23rd March and the apartment was let on 24th March at £150,000 rent per annum representing a 6.80% gross yield.

14. VALUATION STATEMENT

The Appendix to this Part 2 contains a valuation report of the Current Portfolio prepared for the Company by the External Valuer. No material changes have occurred since the date of valuation as set out in the Valuation Report. The External Valuer is a limited liability partnership established in England & Wales under the Limited Liability Partnerships Act 2000 with registered number OC315531 on 6 October 2005. The External Valuer's registered office and principal place of business is set out on page 38 of this Prospectus. The External Valuer's website is www.allsof.co.uk. The Valuer offers services in full compliance with the Royal Institution of Chartered Surveyors (RICS) Valuation Standards or equivalent local standards where required.

The Valuation Report has been included in the Prospectus with the consent of the Valuer, such consent not withdrawn, who has authorised the contents of the Valuation Report for the purpose of the Prospectus.

Our Ref: MDE

30 June 2022

The Directors
Property Hub REIT SPV 1 Limited
4th Floor, Clayton House
59 Piccadilly
Manchester
M1 2AQ

Dear Sirs

VALUATIONS OF 18 PROPERTIES IN THE OWNERSHIP OF PROPERTY HUB REIT SPV 1 LIMITED AS AT 30 JUNE 2022

1. INTRODUCTION

As instructed we have valued the properties held by Property Hub REIT SPV 1 Limited ('the Fund') as at 30 June 2022 ('the Measurement Date') on a 'Fair Value' basis. This valuation ('Report') is provided subject to a number of caveats to which we would draw to your specific attention. These are attached at **Appendix A**.

This Report reflects market conditions and information as at the Measurement Date. The purpose of our report is its inclusion in a Prospectus ('the Prospectus') prepared by the Fund. For the purpose of Prospectus Regulation Rule 5.3.2 R(2)(f), we accept responsibility for the information within this Report and Valuation and declare that we have taken all reasonable care to ensure that the information contained in this Valuation Report is, to the best of our knowledge, in accordance with the facts and contains no omission likely to affect its import. This declaration is included in the Prospectus in compliance with item 1.2 of Annex 1 of the UK PR Regulation.

Our valuations are prepared in accordance with the RICS Valuation Global Standards – 2020 ("The Red Book") including the International Valuation Standards under the RICS definition of a valuation for financial reporting purposes (VPGA 1).

As such we are obliged to make the following disclosures.

1. We can confirm that we are acting as External Valuers in accordance with the valuation standards and that we meet the criteria of an independent valuer.
2. We have valued the properties belonging to the Fund on a quarterly basis since June 2021.
3. In relation to Allsop's preceding financial year, the proportion of the firms total fee income from the Fund was less than 5% which may be classified as minimal.

Property Consultants

Allsop LLP
8TH Floor, Platform
New Station Street
Leeds LS1 4JB
T +44 (0)113 236 6677

4. We confirm that the valuers involved with this Report have the knowledge, skills and understanding to undertake these valuations competently. The individuals involved have valued the properties since June 2021 which is a permissible length of time to achieve best practice and objectivity.

The valuers responsible for the subject valuations are Matthew Emmerson MRICS and Andrew Hunt MRICS, both Partners of Allsop LLP. Our policy is to ensure that the valuers responsible are rotated periodically, so that, as a maximum, they will not be responsible for a particular recurring valuation for more than seven consecutive years. This complies with the RICS view of “best practice”.

We can confirm that we do not have a conflict of interest in providing you with the following valuations.

2. BASIS OF VALUATIONS AND SUMMARY OF ASSUMPTIONS

Our valuations are as at 30 June 2022 calculated in accordance with recent and relevant comparable evidence and market conditions (these reflect many factors but include, for example, supply and demand, interest rates, legislation and general sentiment about the economy) at around the measurement date. Valuations change over time and a valuation given on a particular date may not be valid on an earlier or later date.

The basis of valuation is “Fair Value” under IFRS13, Fair Value is defined as;

“The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the Measurement Date”.

We understand that the subject houses are held freehold. We understand that the subject apartments are held in the long leasehold interests. We have assumed that each property has good Title which is not subject to any adverse easements, restrictive covenants, or unusual or unduly onerous provisions which would otherwise depress the values reported herein. We have assumed that there are no disputes relating to the subject properties and that all covenants have been complied with. We have also assumed that the properties and their values are unaffected by any matters which would be revealed by local searches and replies to the usual enquiries, or by a statutory notice.

We have valued each property individually and have not reflected any discount for clusters of units within a single scheme, as agreed with the Fund, this is not required due to scale of ownership at the Measurement Date.

Our Fair Values are reported on the assumption that each property would be sold vacant. The reason for this is due to the nature of the individual assets and their micro locations meaning that it is reasonable to assume that there would be primarily owner occupier interest in each if they were to be sold. This is in accordance with the broader definition of Fair Value.

No planning consents have been inspected and it is assumed that the subject properties are erected, occupied and used in accordance with all requisite consents and that there are no statutory requirements or notices outstanding.

We have assumed that all of the properties are compliant and certified in respect of Building Regulations criteria. For new build properties (or those constructed within the last 10 years) we have assumed that they benefit from an NHBC or equivalent building warranty.

For the purpose of this valuation we have externally inspected Penthouse 12, Waterside Apartments, West Bridgford, Nottingham. During the last 12 months we have externally inspected each property within the portfolio and internally inspected nine properties in total – 50% of the entire portfolio. The level of inspections carried out during the course of the year is suitable for valuation purposes and we have made the Special Assumption that there have been no material changes affected at any of the properties since our last inspections (the dates of which are illustrated on our Description Table attached at **Appendix B**).

With regard to the properties that we have not internally inspected we have relied on information provided to us by the Fund and the selling agents particulars with regard to accommodation and condition. Where we have internally inspected a sample of units within a cluster we have assumed that the condition of the uninspected units is commensurate with those that we have internally inspected. This is relevant to the properties at Silkash and Swallowfields.

For the purpose of our valuations we have assumed that the subject properties that we have only externally inspected are in good condition internally and that the internal condition of those that we have internally inspected is representative of the remainder of the portfolio.

The properties are valued on the assumption that they are structurally sound and in good condition.

We have not tested the services present at the subject properties which are assumed to be in satisfactory working order. We have not carried out building surveys, nor have we inspected those parts of the properties (where we have carried out an internal inspection) which were covered, unexposed or inaccessible and such parts have been assumed to be in good repair and condition. We cannot express an opinion about or advise upon the condition of uninspected parts and this report should not be taken as making any implied representation or statement about such parts.

We have assumed that the subject properties stand on ground which is not susceptible to subsidence, shrinkage, flooding or any other similar hazards. No investigations have been undertaken by us in this regard. No responsibility is accepted for any existing defects, nor for those that may arise in the future within our valuations.

We have assumed that the subject properties are not, nor are they likely to be, affected by land contamination and that there are no ground conditions which would adversely affect the present or future use of the properties or our valuations reported herein.

We have assumed for the purpose of our valuations that the properties are free from mortgage, charge or other debt security and no deduction has been made for such mortgage, charge or debt.

Tall residential buildings in the UK are under increased scrutiny following the publication of the Government's advice for building owners of multi-storey, multi-occupied residential buildings which was issued on 20 January 2020. This, coupled with RICS guidance, requires owners of residential buildings of at least 18m or six storeys or this where a minimum of 25% of the elevation incorporate combustible cladding materials or where balconies are present to have available and External Wall Survey (EWS). This is intended to reassure leaseholders and occupants as to the fire safety of the building, including the combustibility of the cladding and its insulation. As it stands, EWS applies to Swallowfields, The Waterside Apartments and Deansgate Square which are blocks of flats, however, we have been provided with guarantees that the construction materials used on these properties are Fire Safe and certified.

3. MARKET COMMENTARY (12 MONTHS UP TO 30 JUNE 2022)

Over the last 12 months the property market has remained in good health stimulated by a lack of supply in the domestic housing market and competitive mortgage lending. Despite the COVID-19 pandemic continuing to make the 'headlines' albeit less so latterly this has not had a detrimental effect on house prices throughout the UK. Of course the Stamp Duty Holiday (announced as a consequence of the pandemic) certainly assisted in demand and interest for buyers to move however since this ended at the end of September 2021, what we have witnessed is a continuation in positive market sentiment.

Of course the political unrest in Europe between Russia and Ukraine could have an impact going forward however this does not appear to be stifling buyer demand. The market has performed well during the first half of 2022, however, the Bank of England base rate rising to 1.25% on 16 June 2022 (its highest level in 13 years) and rising living costs are likely to have a knock on effect on buyers spending ability in the short term leading to many forecasters predicting a more turbulent outlook for Q3 and Q4 2022 and potentially a dip in prices towards the end of the year. During our investigations for the purpose of this valuation exercise we have had reports from some estate agents local to the subject properties that pricing has started to plateau in some areas; although demand is still there buyers are starting to have a more cautious approach with regard to what they are willing to pay for property.

According to Land Registry annual house price growth up to 30 April 2022 was 12.4% currently standing at £281,161, this is the latest full dataset available. We compare this with the North West and East Midlands which are the relevant regions for the subject properties where house prices are reported to have risen by 13.3% (to £208,867) and 11.9% (to £242,145) respectively. This shows an upward trend across the subject regions. Interestingly Halifax report similar levels and in their June 2022 House Price Index wherein they report that house prices rose by 1.9% in June 2022 showing an annual change of 13%.

What we have noticed over the last year is that there is an obvious imbalance between demand and supply which is pushing pricing particularly for good quality houses where there is an active owner occupier market with access to good schools etc which appeal to family buyers. Properties in the sub £400,000 price bracket are the most sought after, it therefore comes as no surprise that with regard to Silkash pricing within this scheme has moved forward by around 13% over the last 12 months. In addition high value apartments in the most desirable cities are in demand albeit to a smaller pool of buyers but they do appeal to high net worth individuals, there has been various sales in both Manchester and Nottingham for good quality apartments at around or in excess of £1m however it is this part of the market where there is the potential for greater uncertainty going forward, we have been conscious of this in our current valuations.

Looking to the residential investment market in the UK, it has remained buoyant during 2021 and into 2022. Our Residential Transactional and Living Markets team have had an exceptionally good transactional year, our northern team transacted £90 million, typically achieving gross yields between 5.89% and 9% (7.02% on average). We note that yields appear to have compressed by around 1% over the last 12 months for properties that are prime investment assets and in some of the busier, larger, centres of the UK.

There continues to be a wall of money for residential investment from the existing players in the market and new entrants – from those realising the resilience of the residential market and investors moving money from the commercial market into residential. The residential market has had advances in regulation and as a result the due diligence process is often lengthy, especially for blocks over 6 storeys due to fire safety checks and others such as Right to Rent, building surveys etc. Many purchasers in the market prefer investments under £5 million, whilst most institutional funds have appetite at around or in excess of £10m. The residential investment

market continues to be a desirable asset class compared with other real estate such as leisure, hospitality, retail and the office markets which have in some cases been seriously affected by the pandemic, although latterly there have been some improvements in market conditions within these sub sectors.

4. VALUATION APPROACH

The valuation covers 18 residential dwellings which are owned by the Fund at the Measurement Date – the address of each property is illustrated on our Description Table at **Appendix B**.

We have adopted the comparable approach within our valuations. Where properties are subject to tenancies our valuations do not reflect this. The relevant comparable evidence and our valuation approaches are discussed on the attached Description Table.

Our valuations are of the individual dwellings if sold as a single asset and not as a part of a portfolio. Where there are multiple dwellings held in the same building or development, we have assumed that the properties would be sold in an orderly fashion so as not to flood the market with similar dwellings. This evidently (and our points made in section 2 above) fulfils the criteria under the definition of Fair Value.

5. AGGREGATE VALUATIONS

Having regard to the foregoing, it is our opinion that the aggregate Fair Value of the assets held by the Fund as at 30 June 2022 totals:

£7,455,000
(Seven Million and Four Hundred and Fifty Five Thousand Pounds Sterling)

We have set out a breakdown of the individual valuations on our attached Description Table at **Appendix B**.

The Fund have asked us to report our valuations based on tenure type which is illustrated in the following table:

Tenure	No of properties	Aggregate Fair Value
Freehold	14	£3,970,000 (Three Million Nine Hundred and Seventy Thousand Pounds Sterling)
Long Leasehold	4	£3,485,000 (Three Million Four Hundred and Eighty Five Thousand Pounds Sterling)
Total	18	£7,455,000 (Seven Million Four Hundred and Fifty Five Thousand Pounds Sterling)

Our reported values represent our opinions of the highest and best use of each asset having regard to the requirements of Paragraphs 32 and 34 inclusive of the International Valuation Standards Framework.

6. LIMITATION OF LIABILITY

Our valuations are prepared in accordance with the caveats attached at **Appendix A** and those referred to in section 2 above.

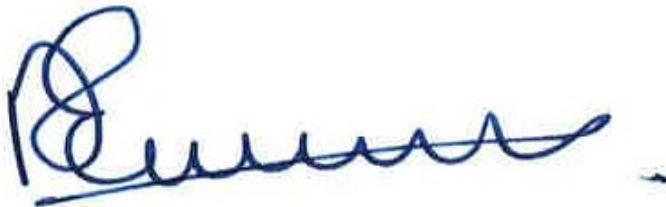
It is confirmed that our valuations have been carried by us as External Valuers and by valuers who are qualified and competent for the purposes required.

Our valuations may be subject to monitoring under the RICS Conduct and Disciplinary Regulations.

Save for any responsibility arising under the Prospectus Regulation Rule 5.3.2R(2)(f), to the fullest extent permitted by law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any person as a result of, arising out of, or in accordance with this Report and our valuation or our above responsibility statement, required by and given solely for the purposes of complying with Annex I item 1.3 of Commission Delegated Regulation (EU) 2019/980, consenting to its inclusion in the prospectus.

Other than in respect of the Prospectus of The Property Hub REIT plc published in July 2022, neither the whole nor any part of this report or our valuations or any reference hereto may be included in a published document, circular or statement or published in any way without our written approval of the form and contents in which it may appear.

Yours faithfully



MATTHEW EMMERSON MRICS (RICS No. 1159438)
Partner
For Allsop LLP



ANDREW HUNT MRICS (RICS No. 0103294)
Partner
For Allsop LLP

Appendices:

- A. Report limitations
- B. Description and valuation table

APPENDIX A

REPORT LIMITATIONS

REPORT LIMITATIONS

1. Save for any responsibility arising under the Prospectus Regulation Rule 5.3.2R(2)(f), no individual who is a Partner, employee of, or consultant to Allsop LLP accepts or assumes responsibility to you or to anyone for advice and services provided to you. You agree (to the extent such agreement is enforceable under applicable laws and regulations) that you will not bring any claim in connection with any advice and/or services provided to you, whether on the basis of contract, tort (including, without limitation, negligence), breach of statutory duty or otherwise, against any Partner, employee of, or consultant to Allsop LLP but this will not limit (save as set out below) or exclude the liability to you of Allsop LLP itself for the acts or omissions of its Partners, employees or consultants.
2. We must stress that our valuations are as at 30 June 2022 and we have not applied any forecasting in our valuations. Valuations change over time. A valuation given on a particular date may not be valid on an earlier or later date. Therefore any reliance party accepts the risks associated with fluctuations in market conditions.
3. Our client is Property Hub REIT SPV 1 Limited, we understand that this report is provided for the purposes that have been agreed by us in writing, including for the purpose of inclusion in the prospectus prepared by The Property Hub REIT plc dated on or around 14 July 2022 (the "**Prospectus**") in connection with the investment funding. We provide no opinion or make any representation that the Report is sufficient for the purposes of any Offer or any other purpose than the purpose for which this report is prepared.
4. Except with respect to the Prospectus, neither the whole nor any part of our Report or any reference to it may be included in any published document, circular or statement nor published in any way without our written approval of the form and context in which it may appear.
5. We have assumed that the information provided to us is complete and that there are no undisclosed matters which would affect our valuations.
6. Some of the properties were inspected by Allsop LLP ('Allsop') internally, whilst the remainder of the properties have been inspected only externally and often only the front elevation will have been visible to them.
7. In relation to properties that have only been externally inspected, clearly the internal condition, layout and room sizes may differ from what they envisaged. If they had undertaken internal inspections there is every likelihood that their opinion of the values would have altered - some would have been worse than anticipated whilst others would be better. Our opinion of the values would have altered also, as a result. **Consequently, any individual values set out in our schedules should be regarded as indicative only and should not be relied upon.** However, given the size of the overall portfolio, the cumulative effect of these variations may reasonably be expected to cancel each other out.
8. We understand that all houses are held freehold and all flats have leases of at least 100 years unexpired at peppercorn (or reasonable) ground rents. We have assumed good titles. Allsop LLP have not been supplied with copies of the leases, title documents or tenancy agreements. We have assumed that they contain no easements, restrictive covenants or unusual provisions that would be regarded as unusually onerous by prospective lessees or their mortgagees, and might thus depress the values of the properties.
9. We have assumed that all covenants have been complied with and that there are no disputes relating to the properties which might otherwise depress the values. We have also assumed that the properties comply with all relevant Statutory Requirements (including, but not limited to, Fire Regulations, Bye-Laws and Environmental Health) and that their values are unaffected by any adverse matters which would be revealed by a Local Search, replies to the usual enquiries or a Statutory Notice.
10. Properties constructed within the last 10 years, are assumed to have the benefit of NHBC, HAPM, Zurich Municipal or other certificates of insurance of equivalent status.

11. Plant, machinery and furniture has not been included in the valuation unless it forms part of the structure and is normally valued as part of such buildings.
12. In relation to each of the properties, we have assumed that the ground is not liable to flooding, subsidence, shrinkage or any other such hazards and that they are not constructed on land filled ground. We have also assumed that the properties are not affected by nor comprise contaminated land. This assumption could only be verified by specialist sampling and analysis which is outside our expertise. If your solicitors searches had revealed the likelihood of former contaminative uses, we would expect you to have brought this to our attention. We have not carried out any investigation into the former uses of any of the properties. Nothing was noted during our inspections that would reasonably lead us to question the validity of this assumption.
13. We have assumed that the buildings do not contain any deleterious materials. We have also assumed there are no mineral or other workings beneath the properties or in the vicinity. We have not undertaken any study of the past uses of the properties or land or any neighbouring property or land.
14. No form of structural survey of any of the properties was undertaken by AllsoP LLP. Where our inspections were external only, except to the extent apparent from the front elevation we assume that each is in sound structural condition.
15. Our valuation assumes that all Properties would, in all respects, be insurable against the usual risks including terrorism, flooding and rising water table at normal, commercially acceptable premiums.
16. In relation to the properties AllsoP LLP assume that the fixtures and fittings are of an age and condition consistent with their external appearance and comparative youth and that they have been well maintained and decorated internally. In relation to the remainder, unless we know otherwise, we assume that the properties were last redecorated internally 3 years ago; that they each benefit from a gas central heating system and that kitchen and bathroom fittings are less than 5 years old and in fair condition. Our valuations are on the assumption that in all material respects the properties remain in the same assumed condition.
17. We cannot accept responsibility for any existing defects or for those that might arise in the future. For the purpose of this report we have assumed that the buildings are free from high alumina cement, blue asbestos, any other deleterious materials and invasive species.
18. Except as advised otherwise, we have assumed that all services are 'mains' connected. We have not tested or inspected the services at the individual properties and we assume that they are in satisfactory working order and that the properties had access to these services on normal commercial terms. We have assumed that these assumptions remain valid.
19. We have not inspected planning consents and have assumed that all the properties have been erected and are used in accordance with all requisite consents, that all conditions attached to such consents have been complied with in full and that the subject properties are free from any enforcement action. We have also assumed that there are no current planning proposals relating to any of the immediate areas surrounding the properties which are likely to materially affect their values.
20. No allowance has been made in the valuation for the incidence of tax, disposal or letting costs which may be incurred on the disposal (or letting) of the properties.

APPENDIX B
DESCRIPTION AND VALUATION TABLE

Property Hub REIT SPV1 Limited
Valuations as at 30 June 2022 – Description Table



Address	Location & Description	Internally Inspected	Condition	Type & Plot no	Sq m	Sq ft	Rent Passing (pcm)	Rent Passing (pa)	Fair Value	Valuation Comments
15 Winterbourne Drive, Silkash, Westhoughton, Bolton, BL5 3DT	<p>The subject properties form part of a wider (ongoing) residential development known as Silkash by Northstone Homes which is found on the eastern side of Bolton Road (B5236) within the village of Westhoughton approximately 4.5 miles south west of Bolton town centre. Silkash adjoins the northern boundary of Westhoughton High School and is within 300m of an Aldi Supermarket.</p> <p>The properties are conveniently positioned for accessing local public transport and road links, Daisy Hill and Westhoughton railway stations are both within 0.75 miles of the development providing services to Bolton and Manchester. The M61 motorway is within 3 miles to the east. The surrounding properties comprise primarily residential housing which primarily consist of Victorian terraced properties.</p> <p>The subject properties were constructed in between March and May 2021, they are all of traditional construction with cavity brick facing elevations under pitched, tiled, roofs with powder coated metal framed fenestration. The external design of each property is modern and contemporary. The properties stand in good size plots with open front forecourt gardens and rear landscaped gardens with fence boundaries. Each unit has off street parking, although there are no garages.</p> <p>Internally the properties provide a uniform standard of accommodation which is modern and neutrally decorated throughout. There are good quality laminate floor coverings fitted throughout the ground floors whilst the upper floor rooms are carpeted with the exception of the bathrooms which are tiled. The internal configurations are well designed maximising space in the main habitable rooms. Each property has a ground floor Utility/cloakroom wc and at least one bathroom WC, the bathrooms with in the smaller (974 and 866) house types are 'Jack and Jill' to the main landing and Bedroom one (the main bedrooms have a dressing area with a range of wardrobes). The larger properties have an en-suite shower room in addition to the house bathroom.</p> <p>The standard of the fixtures and fittings is good through out each property; each kitchen comprises contemporary wall and base units with precast resin worktops and include a range of fitted appliances including a 'Samsung' electric ovens, induction hob, extractor, fridge freezer and dishwasher. There is a freestanding 'Indesit' washing machine within the Utility rooms. The sanitary ware comprises 'Vitra' white suites with 'Mira' electric showers and 'Bristan' taps etc.</p> <p>At the time of our inspection we noted a number of outstanding snagging items which are typical of new build homes, in general we noted that each property was in good structural order and whilst the internal finishes are good there were areas of improvement with regard to the decorative finishes in some properties which we understand are to be made good by the developer. We have assumed that any snagging item has been satisfied for the purpose of our valuations.</p>	No	Very good	3 bed Mid-terraced house Plot 9 866	80.5	866	£955	£11,460	£245,000 (£282.91 psf)	<p>"Silkash" will eventually comprise a development of 150 houses with a similar architectural design which is modern and contemporary. Whilst the aesthetics of the houses will not necessarily appeal to all buyer types the units are well designed and provide spacious accommodation. This is a relatively popular area within the local market. Marketing at Silkash launched in September 2020 and so far all of Phase 1 (63 units has now been sold. Phase 2 is ongoing but nearing completion.</p> <p>There is obviously good demand for the subject properties. At launch pricing within the subject scheme was on average £250 psf however over the course of the last 12-18 months this has increased to circa £290 psf due to demand we see that prices have increased within the scheme by 13.8% since September 2020 (circa 3% quarterly equivalent). This data is unsurprising considering the fact that overall house prices within the Bolton local authority area rose by 14.3% over the 12 month period to April 2022 (the latest dataset available from Land Registry) which outperformed the North West whereby house prices are reportedly 13.3% higher than they were in April 2021.</p> <p>In our valuations we have compared the most recent prices achieved within the subject scheme on a like for like basis whilst making a slight reduction against the values of the subject properties to allow for the fact that they are tenanted and have lost their new build premium since their acquisition in 2021. We have also supported our valuations by comparing the prices being achieved at Silkash and similar properties that are second hand within Westhoughton making appropriate allowances for the quality and condition of the subject units by comparison.</p> <p>The most recent sales pricing and asking price tone within the scheme are between £305,000 and £315,000 for a 1050 house type equating to £293 psf, £285,000 on average has been achieved on the 974 house type equating to £292 psf and finally a 1277 detached house is available for £385,000 equating to £301 psf.</p> <p>With regard to second hand sales evidence we taken into consideration the following sales (£289.59 psf average):</p> <p>10 Perseverance Close, BL5 3FZ (approx. 300m from the subject scheme) is currently under offer at £257,500 (agreed 15 May 22). This is of a similar age compared to the subject properties – a 3 bed semi-detached measuring 954 sq ft. The sale price equates to £269.92 psf.</p> <p>24 Perseverance Close, BL5 3FZ (approx. 300m from the subject scheme) is currently under offer at £260,000 (agreed June 22). This is of a similar age compared to the subject properties – a 3 bed semi-detached measuring 954 sq ft. The sale price equates to £272.54 psf.</p> <p>We feel that the subject properties and scheme are superior to both of the above comparables.</p> <p>6 Hale Bank, BL5 3GS – a 2.5 storey, 4 bed, semi-detached house sold in April 22 for £265,000 equating to £296 psf.</p> <p>5 Green Mill Close, BL5 3GE – a 3 bed detached house in good order is under offer at £265,000 equating to £320 psf. The sale was agreed in May 2022.</p> <p>2 Green Mill Close, BL5 3GE – a 4 bed detached house in good order is under offer at £350,000 equating to £289.50 psf. The sale was agreed in April 2022.</p>
11 Winterbourne Drive, Silkash, Westhoughton, Bolton, BL5 3DT		7 Sep 21	Very good	3 bed End-terraced house Plot 10 866	80.5	866	£955	£11,460	£245,000 (£282.91 psf)	
1 Winterbourne Drive, Silkash, Westhoughton, Bolton, BL5 3DT		28 Apr 21	Very good	3 bed Semi-detached house Plot 18 974	90.5	974	£1,040	£12,480	£275,000 (£282.34 psf)	
7 Spinney Way, Silkash, Westhoughton, Bolton, BL5 3FL		No	Very good	3 bed Detached house Plot 21 1,277	118.6	1,277	£1,345	£16,140	£355,000 (£278 psf)	
9 Spinney Way, Silkash, Westhoughton, Bolton, BL5 3FL		28 Apr 21	Very good	3 bed Semi-detached house Plot 22 974	90.5	974	£975	£11,700	£275,000 (£282.34 psf)	
11 Spinney Way, Silkash, Westhoughton, Bolton, BL5 3FL		No	Very good	3 bed Semi-detached house Plot 23 974	90.5	974	£1,005	£12,060	£275,000 (£282.34 psf)	
15 Spinney Way, Silkash, Westhoughton, Bolton, BL5 3FL		No	Very good	3 bed Semi-detached house Plot 24 974	90.5	974	£1,050	£12,600	£275,000 (£282.34 psf)	
17 Spinney Way, Silkash, Westhoughton, Bolton, BL5 3FL		28 Apr 21	Very good	3 bed Semi-detached house Plot 25 974	90.5	974	£995	£11,940	£275,000 (£282.34 psf)	
6 Spinney Way, Silkash, Westhoughton, Bolton, BL5 3FL		28 Apr 21	Very good	4 bed Detached house Plot 64 1370	127.3	1,370	£1,395	£16,740	£375,000 (£273.72 psf)	
21 Winterbourne Drive, Silkash, Westhoughton, Bolton, BL5 3DT		No	Very good	3 bed Semi-detached house Plot 75 974	90.5	974	£1,005	£12,060	£275,000 (£282.34 psf)	

Property Hub REIT SPV1 Limited
Valuations as at 30 June 2022 – Description Table



Address	Location & Description	Internally Inspected	Condition	Type	Sq m	Sq ft	Rent Passing (pcm)	Rent Passing (Pa)	Fair Value	Valuation Comments
24 Winterbourne Drive, Silkash, Westhoughton, Bolton, BL5 3DT	See above.	7 Sep 21	Very good	3 bed Semi-detached house Plot 143 974	90.5	974	£1,050	£12,600	£275,000 (£282.34 psf)	We are of opinion that the Fair Value of the subject units is between £245,000 and £375,000 depending on unit type. Our valuations show an average price per square foot of £281.18 psf and an increase of 1.89% since the March 2022 measurement date which on a quarterly basis tracks comfortably against house price trends whilst maintaining a suitable allowance against equivalent new build house prices within the subject scheme for the reasons stated above.
26 Winterbourne Drive, Silkash, Westhoughton, Bolton, BL5 3DT		No	Very good	3 bed Semi-detached house Plot 144 974	90.5	974	£1,025	£12,300	£275,000 (£282.34 psf)	
28 Winterbourne Drive, Silkash, Westhoughton, Bolton, BL5 3DT		No	Very good	3 bed Semi-detached house Plot 145 974	90.5	974	£1,060	£12,720	£275,000 (£282.34 psf)	
30 Winterbourne Drive, Silkash, Westhoughton, Bolton, BL5 3DT		7 Sep 21	Very good	3 bed Semi-detached house Plot 146 974	90.5	974	£995	£11,940	£275,000 (£282.34 psf)	
Sub total							£14,850	£178,200	£3,970,000	

Property Hub REIT SPV1 Limited
Valuations as at 30 June 2022 – Description Table

Address	Location & Description	Internally Inspected	Condition	Type	Sq m	Sq ft	Rent Passing (pcm)	Rent Passing (Pa)	Fair Value	Valuation Comments
1.01, Swallowfields, 653 Chorley New Road, Horwich, Bolton, BL6 6LH	<p>"Swallowfields" is a purpose development of apartments constructed in 2021 by Cramant Homes. The property is found on the northern side of Chorley New Road (A673) a main arterial route leading west out of Bolton town centre toward Horwich, a suburb approximately 4 miles west of the town centre. The subject property is just north of Middlebrook Retail and Leisure Park, Bolton Wanderers football ground and Horwich Parkway railway station. The subject property is directly opposite St Joseph's RC High School and is otherwise surrounded by residential housing and a number of retail outlets.</p> <p>Swallowfields comprises a four storey purpose built block of 28 apartments within a secure gated development. The property was constructionally completed in February 2021 and is of steel frame construction with part clad and part rendered elevations under a flat, rubberised clad, roof. The fenestration comprises metal framed powder coated doors and windows.</p> <p>There is secure car parking available on site with one space per dwelling plus visitor spaces, the car parking area is tarmac covered and some of the spaces have the capability of electricity connections for vehicles. The remainder of the grounds are landscaped.</p>	7 Sep 21	Very good	2 bed first floor flat Plot 8	97.5	1,050	£1,250	£15,000	£235,000 (223.80 psf)	<p>This development comprises 28 apartments within a secure scheme and has been constructed to a particularly high standard. All 28 units have been sold by the developer of which 7 were to private buyers and the remaining 21 units were sold in bulk to Property Hub Invest, the two subject units have been transferred into the REIT's ownership. The properties are EWS compliant and are subject to ground leases of 250 years from 2020 at a fixed ground rent of 0.1% of the original purchase price, £240 pa. We understand that the service charges currently stand at £750 pa per unit.</p> <p>This is an exclusive and good quality scheme and the subnet units are larger than average at 1,050 sq ft. We note from sales data that the seven units that were sold privately achieved prices of between £220,000 and £240,000 depending on type equating to £230 psf on average. Average values for houses in this location are relatively affordable to a maximum of around £225,000.</p> <p>There no directly comparable apartments in the area. Whilst agents suggest that local market is in good health they suggest that demand for flats is fairly suppressed and that prices have plateaued in recent months. We have considered the following comparables in our approach which are inferior to the subject apartments but provide a useful guide per square foot value.</p>
3.01, Swallowfields, 653 Chorley New Road, Horwich, Bolton, BL6 6LH	<p>We have internally inspected No.8 (which we understand is the finished to the same specification as No.21) which at the time of our inspection was found to be in good condition and incorporates high spec fixtures and fittings with modern and contemporary finishes throughout. The internal specification appears to be far better than any other apartment schemes in the area. The apartments are also very spacious units measuring 1,050 sq ft each and comprise a entrance hallway, open plan living kitchen area, two bedrooms (one with en-suite shower room) and a house bathroom wc. The kitchen include blue wall and base units with Corian worktops and include arrange of appliances such as eyelevel ovens, induction hobs (Siemens), fridge freezer, wine fridge and dishwasher. The units also benefit from technology such as remote controlled heating (electric) and video entry systems etc.</p> <p>There is a lift installed.</p> <p>Given this is a new build development we were not surprised to see that externally the property is in good order. We have assumed that internally the property is also in good order."</p>	No	Very good	2 bed third (top) floor flat Plot 22	97.5	1,050	£1,200	£14,400	£235,000 (223.80 psf)	<p>5 Mulberry Court, BL6 6DX (within 400m of the subject property) is under offer at £85,000 equating to £141 psf – this is an inferior property compared with the subjects but is a two bedroom purpose built maisonette with car parking. It is older and in poorer condition.</p> <p>55, Holmebrook Drive, BL6 6RH (within 300m of the subject property) is under offer at £120,000 equating to £167 psf.</p> <p>The subject scheme is clearly stand alone and the pricing achieved is at a significant premium for the area, there is virtually no direct evidence in order to calculate our valuations. However we are of the opinion that there would be appeal from downsizers and buy to let investors for the subject flats, they are after all close to amenities and transport links and the fact that this is an attractive and secure scheme will also appeal. Our Fair valuations of £235,000 per unit take into account the loss of a new build premium that was attributable to the subject units off plan when the equivalent units achieved £240,000. Our valuations remain unchanged from March 2022 which is a sensible approach given our commentary above.</p>
Sub total							£2,450	£29,400	£470,000	

Address	Location & Description	Internally Inspected	Condition	Type	Sq m	Sq ft	Rent Passing (pcm)	Rent Passing (Pa)	Fair Value	Valuation Comments
Penthouse 12, The Waterside Apartments, 8 Pavilion Road, West Bridgford, Nottingham, NG2 5PL	<p>The Waterside Apartments are found in the desirable suburb of West Bridgford approximately 2 miles south east of Nottingham city centre. The property is positioned on the south eastern end of Trent Bridge on the A60 adjacent to Nottingham Forest football ground and in close proximity of Trent Bridge Cricket Ground, more importantly the subject property has view across the River Trent and towards Nottingham city centre making this an attractive environment.</p> <p>Penthouse 12 is found on the top two floors of an 11 storey building which was formerly offices recently converted (2020) into 121 prestigious apartments above three retail units uses as a gym (for the use of resident), restaurant and a bar. In addition the subject development includes a communal rooftop terrace. Car parking is undercroft within which the subject property has one allocated space.</p> <p>The subject property comprises an entrance hallway, open plan living kitchen area (with direct access to a private, spacious balcony and terrace), utility room on the upper floor there are three bedrooms (one with en suite bathroom wc), house bathroom wc and a media/entertainment room. The property has been finished to a high standard and provides spacious accommodation.</p> <p>NB – the details regarding the subject property have been gleaned from the selling agents sales particular and from Property Hub REIT SPV 1 Ltd.</p>	22 June 2022 (externally only)	Very good	<p>3 bed</p> <p>9th & 10th Floor duplex</p> <p>With car parking and wrap around balcony/terrace (1,644 sq ft)</p>	152.7 (habitable acc only)	1,644 (habitable acc only)	£4,000	£48,000	£790,000 (£480.53 psf)	<p>West Bridgford is a desirable and relatively affluent part of Nottingham, whilst the subject property is in what we consider to be a fringe position there is good buyer demand for all unit types in this location. The subject property is a large unit and the standard of accommodation is considered 'high end' attributable to its high value compared to apartments within the wider market. Notwithstanding we understand that sales within the scheme have been good with a number of Penthouses selling at prices in excess of or around £700,000. Additionally Trent Bridge Quays is an ongoing development on the opposite side of the River Trent to the subject property whereby Phase I of the scheme has been sold in its entirety at prices of around £500 psf (a penthouse in this development is currently being offered for sale at £1,000,000). This is however in a slightly more convenient position for accessing Nottingham city centre and its immediate environs are better than the subject.</p> <p>Whilst the subject building is found alongside a busy highway its views are good and the subject property is in a position within the building to not be affected by road noise etc. The standard of accommodation is to a particularly high standard.</p> <p>We understand that HUB acquired the subject property in November 2021 (vacant) at a price just under £770,000, the property was offered for sale openly at an asking price of £795,000.</p> <p>We have concentrated on evidence from within the subject scheme for the purpose of our valuations.</p> <ul style="list-style-type: none"> • Penthouse 1 is under offer at £640,000 – a 3 bed duplex on the same level as the subject but smaller measuring 1,282 sq ft. The sale price equates to £499 psf. • Penthouse 11 sold in April 2022 at £700,000 – a 3 bed duplex on the same level as the subject but smaller measuring 1,273 sq ft. The sale price equates to £549 psf. <p>Our reported valuation of £790,000 equates to £480 psf which based on the above allows a suitable amount for quantum relating to the floor areas of Penthouses 1 & 11 above and the subject property. In addition our valuation adequately accounts for the spacious roof terrace that the subject property benefits from (a similar terrace does benefit Penthouse 1). Whilst there is evident demand for high quality apartments in this location there is a limited buyer pool for this type of property meaning that it could take longer to sell the subject compared with more conventional apartments. In addition pricing of 'high value' apartments is more susceptible to adverse market forces. This will need to be monitored carefully going forward.</p>
Sub total							£4,000	£48,000	£790,000	

Property Hub REIT SPV1 Limited
Valuations as at 30 June 2022 – Description Table



Address	Location & Description	Internally Inspected	Condition	Type	Sq m	Sq ft	Rent Passing (pcm)	Rent Passing (Pa)	Fair Value	Valuation Comments
Flat A6402, Deansgate Square, 9 Owen Street, Manchester, M15 4TX	<p>The subject property is located within the South Tower of the 'Deansgate Square' development which comprises a total of 1,508 apartments across four towers, alongside a range of on-site amenities including a leisure suite with 20m swimming pool, vitality pool, sauna, gymnasium with studio's for classes, sports hall, lounges, a tea room, private dining facilities, a roof garden and retail provision. The subject 'South Tower' is the tallest building outside of London in the UK. It comprises 496 apartments over 65 stories.</p> <p>A central concierge is located to the ground floor of the base of the subject tower, connecting the East, South and West Towers.</p> <p>The structure of the building comprises a reinforced concrete frame with unitised glazed cladding and double glazed windows. The South Tower achieved Practical Completion in January 2020, although areas of the communal space and concierge were not completed until Q2 2021.</p> <p>Deansgate Square is located on Owen Street, towards the south west corner of Manchester city centre. The scheme is located close to the base of Deansgate which runs north-south through the city and is considered to be Manchester's 'High Street'. The River Medlock passes the subject tower to the north and the property is under 100m from Deansgate Rail Station and close to Castlefield Metrolink Station. This is a convenient and popular location, close to a wide range of city centre amenities, employers and transport hubs. Surrounding properties comprise a mixture of residential apartment schemes like the subject, various commercial users, offices, hotels, and some light industrial users.</p> <p>The subject penthouse is located on the 64th and 65th (top) floor, with a dual aspect towards the south and west including. This a spacious unit on two floors measuring 3,079 sq ft in total and comprises an entrance hallway, open plan living room and kitchen, study and cloakroom wc on level 1 whilst on the upper level there are three bedrooms (all with en suite bathrooms) and access to an enclosed balcony (viewing area). The architectural design of the property is exceptional and takes advantage the unit's elevated position.</p>	21 Mar 22	New Build	<p>3 bed (all en-suite), living area study and enclosed balcony (viewing area)</p> <p>64th & 65th (Top) Floor duplex</p> <p>With car parking.</p> <p>Landmark development</p>	286.4	3,079	£12,500	£150,000	£2,225,000 (£722.64 psf)	<p>Deansgate Square is one of the prime Landmark schemes in Manchester city centre. The development has great 'kerb' appeal and is in a convenient location for accessing the city's amenities etc. The subject unit has a specific wow factor being on the top floor of the highest tower in the scheme and is finished to an excellent standard.</p> <p>There is limited evidence of similar apartments that provide the calibre of accommodation that is found within the subject property. That said we understand from Reneker (the developers) that interest is good in the wider scheme and that headline values for smaller, traditional flats within the competing towers averages a sales rate of circa £500 psf. Our assessment of evidence from the subject micro-location is indicative of a healthy 'inner city' market, following the recent pressures in relation to the pandemic. Interest levels appear to be recovering well and gaining pace. We note both investor and owner occupier interest in this location is relatively good, in part due to the proximity of amenities, Deansgate, local employers and transport links.</p> <p>Local estate agency valuers are generally positive in regard to current market conditions. They are reporting improving levels of viewing enquiries and sensible offer levels (for flats with valid EWS1 certificates, good amenities and sought after locations like the subject). The general tone from discussions with local agents is that flats in Deansgate Square continue to let well, being one of the most sought after 'landmark' schemes in the city.</p> <p>We have valued the subject property at £2,225,000 which equates to £722.64 psf whilst on a rate per square foot basis this is significantly higher than the general tone in the wider market we feel that the subject property has a valuation which is reflective of its superior quality and size compared with its completion. Our valuation is supported by A1002 Castle Wharf an inferior development yet closeby which sold in October 2021 for £1.058m demonstrating a sales rate of £670psf.</p> <p>Whilst there is evident demand for high quality apartments in this location there is a limited buyer pool for this type of property meaning that it could take longer to sell the subject compared with more conventional apartments. In addition pricing of 'high value' apartments is more susceptible to adverse market forces. This will need to be monitored carefully going forward.</p>
Sub total							£12,500	£150,000	£2,225,000	
Total							£33,800	£405,600	£7,455,000	

PART 3: MARKET OVERVIEW

1. MARKET OVERVIEW

The UK residential property market hit a record high of c. £8.41 trillion in 2021 despite the pandemic and prevailing economic uncertainty, roughly four times the value of the FTSE100.¹⁰ As an asset class, it offers potential investment returns in the form of rental income and capital growth.

The market comprises owner-occupied properties (c. 65% of households), private residential rental properties (c.19%), with the remainder being social housing supplied by local authority & housing associations¹¹. Although owner occupation remains the most common form of tenure within the residential market, it has been decreasing in recent years as affordability challenges increase. From its peak of 71% in 2003, recent data show the proportion of adults owning their home has fallen to 65%, 37% of those aged 25-34 are living in the private rented sector, and the average age of a first-time buyer is 32.¹²

The underlying structural drivers for this shift include population growth (+3.2%% across the next decade according to the ONS) from an estimated 67.1 million in mid-2020 to 69.2 million in mid-2030 and growth in the rate of house formation (c.160,000 per year between 2018 and 2028), set against a persistent failure to build the extra 340,000 homes estimated to be needed per year).¹³ As a result, the consensus from market commentators is that the structural imbalance will persist into the medium-term.¹⁴

The number of households privately renting has increased from 2.1 million in 1996-97 to 4.4 million in 2020-2021¹⁵ with 5.4 million anticipated to be privately renting by 2023.¹⁶ This increase appears to have been driven in part by the difficulty of saving a deposit to buy a home and by the desire for flexibility. 54% of renters are making an active decision to rent, rather than being forced into it by unaffordable house prices.¹⁷ Despite the increase in the number of private renters, rental affordability has remained steady over the last decade. Rent as a proportion of gross income has averaged 37% for a single earner and those sharing with one other person, rents account for 18.5% of average income.¹⁸

The rental market has been particularly strong as the UK has re-opened after lockdowns relating to COVID-19. Rental growth is close to 10-year highs in all regions except London and Scotland, with UK rents increasing 11%% in the year to April 2022. This appears to be underpinned by a lack of supply, with rental stock levels standing 43% below the 5-year average.¹⁹

¹⁰ Source: Savilles, Insight & Opinion, 31 January 2022 article titled 'UK housing stock value breaks £8 trillion barrier',

¹¹ National Statistics – English Housing Survey Report 2020-2021

¹² Source: Ministry of Housing, Communities & Local Government, English Housing Survey, Headline Report, 2020-2021

¹³ Source: Office for National Statistics, Statistical bulletin - National population projections 2018-based, 21 October 2019

¹⁴ Source: House of Commons Library, Briefing Paper Number 07671, 4 February 2022, 'Tackling the under-supply of housing in England'

¹⁵ National Statistics – English Housing Survey Report 2020-2021

¹⁶ Source: Knight Frank/ Homeviews, Multihousing 2019, PRS Research

¹⁷ Source: Paragon, 'Who are the UK's private rental sector tenants?'
www.paragonbankinggroup.co.uk/news/insights/who-are-the-uks-private-rental-sector-tenants

¹⁸ Source: ZOOPLA - UK rental Market Report Q1 2022

¹⁹ <https://propertyindustryeye.com/uk-rents-to-rise-by-4-5-in-2022-zoopla/>

UK house prices increased by 8.4% in the year to May 2022.²⁰ There is a wide divergence of performance between cities, with the highest growth in Nottingham (10.4%) and the lowest in Aberdeen (-2.0%).²¹ This presents a potential opportunity for the Company to out-perform the average by selecting investments in what it believes are the strongest locations.

Over the last 12 months the property market has remained in good health stimulated by a lack of supply in the domestic housing market and competitive mortgage lending. Despite the COVID19 pandemic continuing to make the 'headlines' albeit less so latterly this has not had a detrimental effect on house prices throughout the UK. Additionally, restrictions relating to evictions in England have now been removed in England, and notice periods have returned to their previous durations. Of course, further negative effects related to COVID-19 and associated government policies cannot be ruled out.

Apartment blocks in the UK have also suffered from the requirement for an External Wall Survey as a result of the Grenfell tragedy, with many blocks requiring expensive remediation work or suffering reduced sale potential or mortgageability while waiting for surveys to be conducted. The Company is fortunate that none of its existing holdings has been affected and all apartment blocks acquired in the future will necessarily be certified as meeting current fire safety regulations at the point of purchase.

Institutional investment in UK property in the form of "Build To Rent" schemes has been increasing, with more than £4 billion invested in the sector in 2021.²² Institutional investors have been attracted to the sector by its potential for delivering long-term, reliable returns. The Build To Rent sector has proved popular with tenants, who appreciate its professional standards of management: 96% of tenants in Build To Rent developments would recommend their landlord.²³

At a national level, the number of properties available to rent during Q4 2021 was 39% lower than the 2017 to 2019 average. This lack of stock has fuelled strong rental growth in nearly all locations in the UK. In fact, national annual rental growth of 7.4% per annum in the year to November 2021 has far outpaced the annualised rate of growth seen between 2011 and 2019 of 2.1% per annum.²⁴

Taken together, the Directors believe that the market presents an opportunity for the Company to achieve above-UK average capital growth on residential real estate investments in a historically stable and popular asset class by selecting locations that are likely to perform strongly, and to deliver inflation-linked income against a backdrop of rising rental demand in general and demonstrated consumer demand for Build To Rent schemes in particular.

2. REGULATORY ENVIRONMENT

The regulatory environment in which the Company's business operates may materially affect that business, directly or indirectly. Much of the relevant regulation applies to residential real estate and will affect the Company indirectly through the effect that such regulation has on the residential real estate sector as a whole.

Regulation applicable to the residential real estate sector includes building regulations, planning permission, safety regulations, insurance, tax, and licensing regulations, appliance testing regulations, consumer protections, laws governing the landlord and tenant relationship, and environmental regulations. There is legislation specific to property, including the Law of Property

²⁰ <https://www.ons.gov.uk/economy/inflationandpriceindices/bulletins/housepriceindex/october2021>

²¹ Zoopla UK House price Index published 30th May 2022

²² Source: Savills, "UK Build to Rent Market Update – Q4 2021

²³ Source: HomeViews, <https://www.ukaa.org.uk/homeviews-report-proves-build-to-rent-is-revolutionising-the-rental-experience/>

²⁴ Savills - UK Build to Rent Market Update – Q4 2021

Act 1925, the Land Registration Act 2002, the Environmental Protection Act 1990, the Town and Country Planning Act 1990 and the Landlord and Tenant Act 1985. Beyond regulation, the principal governmental, economic, fiscal, monetary or political policies or factors that could materially affect, directly or indirectly, the Company's operations are those that affect consumer demand for residential real estate. These include any potential future changes or restrictions on the acquisition of UK real estate by overseas investors or changes to stamp duty land tax.

PART 4: INVESTMENT SELECTION AND PROCESS

1. INVESTMENT APPROACH

The Company intends to meet its investment objective by purchasing and then letting a portfolio of residential properties in and around UK cities where the Investment Advisor recognises the potential for long-term capital growth and a strong, attractive level of rental income.

Currently, the Investment Advisor is targeting investments in and near major cities and towns in the North West, Yorkshire and the Midlands, because this is where it believes capital growth prospects are strongest. However, it may recommend acquisitions in other areas where its investment objectives can be met.

The Investment Advisor considers both houses and flats to recommend to the Company, targeting an average gross entry yield across the portfolio of above 5%, with a typical range of 5% to 7%, although individual investments may fall above or below this range. Typical units will be valued on purchase in the range of £150,000 to £350,000.

The majority of assets are anticipated to be new build and come with the benefit of 10 year National House Building Council or equivalent warranties with a consequently low level of capital expenditure allied to a predictable and low cost maintenance regime.

The Company may purchase individual units, but will aim to purchase either entire apartment blocks or a number of units on a single development, while being mindful of maintaining an appropriate level of diversification. This will allow for efficiencies of management and maximise the ability of the Company to achieve an attractive entry price.

The Company will typically acquire the freehold interest in a property. Where it acquires the leasehold interest, the lease must generally have more than 125 years remaining and not contain any provisions that would mean it was not possible to obtain a mortgage on the property.

The Company may "forward fund" acquisitions by committing funds to developments prior to their completion. The Company will make reasonable efforts to negotiate receipt of coupon payments from the developer such that the developer is paying the Company a return on its investment during the construction phase and prior to the Company leasing the property and receiving rental payments under the terms of a lease.

Where possible, the Company will seek to achieve a discount to market value upon acquisition, although this will not always be achievable and cannot be guaranteed. The priority will always be to make purchases that offer the strongest possible total return over time, rather than maximising discount or yield at the point of purchase.

2. INVESTMENT PROCESS

Macro location

The Investment Advisor will focus on major towns and cities in Central and Northern England. Target locations will be selected on the basis of having strong regional and national transport links by road, rail and air, a strong and diverse economic base, and a range of major local employers.

Additionally, target locations must exhibit local pricing that allows the target yield to be achieved without compromising on stock quality or micro-location. They must also demonstrate further

growth potential via signals such as significant confirmed inward investment, expanding job creation and a growing population.

Examples of target cities and towns that might meet these criteria include Leeds, Sheffield, Nottingham, Crewe and Doncaster. These and other similar locations are those where the Investment Advisor has a long track record of acquiring stock from local and regional developers.

Micro-location

The Investment Advisor will seek potential investments that are well positioned with regard to:

- Local road, rail and bus links
- Access to regional and national transport services
- Employment opportunities
- Leisure facilities
- Schools
- Healthcare facilities

Site identification and approval

The Investment Advisor will identify sites via its existing relationships with national, regional and local developers, plus its network of local agents. The Investment Advisor has a track record of acquiring stock from three FTSE-listed PLC groups plus the biggest developer in Manchester, among others.

Those sites identified will be assessed against the Investment Policy and the other stock selection criteria outlined, and those that pass this initial screening will be subject to the Investment Advisor's assessment process. This process includes:

- Assessing local economic, market and demographic trends
- Conducting site visits
- Obtaining rental estimates from three local letting agents
- Building a financial model to assess likely rental performance
- Obtaining a valuation from a RICS surveyor

The valuation from the RICS surveyor, and the Investment Advisor's own assessment report will then be submitted to the AIFM and the board in the case of larger transactions. The AIFM, and for an initial period the Board of Directors, will consider all investments and shall approve the sites where it is satisfied the opportunities meet the Company's investment objectives and are in accordance with the Company's investment policy.

Due diligence

Upon approval the Investment Advisor will engage solicitors to undertake local searches, ensure that the Company will have good and marketable title, and make all other such checks as are necessary.

For more complex portfolio transactions including the forward funding of developments, the group may procure additional legal, accounting, taxation or advice.

3. INVESTMENT PIPELINE

1. Meadowside, Manchester

This 3-bed city centre apartment is due to complete in Q2 2022 and is located just a 5-minute walk from Ancoats and 10 minutes from Manchester's popular Northern Quarter district and the main high street.

Meadowside sits at the heart of one of the city's biggest transformational change projects which is why the Directors believe rental demand will be strong and positions it well for capital growth in the future.

The purchase price is £432,000 and the expected yield on purchase price will be 6.24%.

2. Nightingale Quarter, Derby

On 1 February 2022, the Company exchanged contracts and paid a 5% deposit on a forward corporate purchase of a 209-unit residential block within a prime city centre regeneration scheme, Nightingale Quarter, Derby. The total completion value is in the region of £33m and expected to be delivered in 2024.

The landmark development by Wavensmere Homes is set in over 18 acres of land and is situated on the site of the former Derbyshire Royal Infirmary. The scheme comprises a range of one, two and three-bedroom new build homes and apartments, attractive amenities and six acres of green space, cycle paths and outdoor communal space for residents to use and enjoy.

The Company enjoys a high degree of optionality in respect of the proposed transaction, including the ability to transfer the ownership of the Property Hub REIT SPV 2, (the subsidiary which is has entered into the sale contract) to the Investment Advisor. The Investment Advisor has agreed by way of a side letter with the Company that it will complete the transaction instead of the Company should the Company decide not to proceed. In these circumstances the Company would be fully reimbursed for any deposits paid at that date. The Company will not proceed with the transaction in the event that upon completion the investment would comprise more than 20% of the total Asset Valuer of the Group's Property, or if the concentration risk investment policy was at risk of breach on completion in 2024. It is anticipated that the sources of funds for the investment will be a combination of capital raised through Share issuances under this (and any future) Issuance Programmes and through the use of leverage within the Group.

PART 5: DIRECTORS, MANAGEMENT AND ADMINISTRATION

1. DIRECTORS

The Directors are responsible for the determination of the Company's Investment Policy and strategy and have overall responsibility for the Company's activities, including the review of investment activity, investment and divestment decisions based on the advice of the Investment Advisor and review of that advice by the AIFM, and the performance and the control and supervision of the AIFM and the Investment Advisor. All of the Directors are non-executive and are independent of the AIFM, the Investment Advisor, and the other service providers. Each of Stephen Vakil and Tim Downing were appointed by way of appointment letters dated 3 February 2021 and Mark Beddy was appointed by way of an appointment letter dated 10 February 2021.

The Directors meet at least four times a year, amongst others, to review and assess the Company's Investment Policy and strategy, the risk profile of the Company and the Group, the Company's investment performance, the performance of the Company's service providers, including the AIFM, the Investment Advisor and the Administrator, and generally to supervise the conduct of its affairs. The audit committee meets at least twice per annum.

The Directors are as follows:

Stephen Vakil *Chair*

Stephen has spent 30 years in the wealth management industry and, as well as managing a significant part of the business at Managing Director level, has played key roles in a number of corporate transactions involving major US financial institutions and private equity. He has also managed the launch of a UK investment trust and the sale of a UK based funds business. His other activities have been in marketing, where he presided over two major rebrands, the design and launch of one of the first model portfolio suites in the private client investment market and a significant involvement in the launch of a then-innovative IFA marketing initiative. He was also chairman and co-founder of a corporate charity. More recently, he has advised a London-based fintech company and sits on the board of a listed investment fund.

Mark Beddy *Chair of the Finance Committee*

Mark is a Chartered Accountant and formerly a Senior Audit Partner in Deloitte LLP, with wide-ranging audit and advisory experience of listed companies, focused on real estate investment, development and construction. He has been a Trustee of a private Real Estate portfolio since 1995. In 2018, he became an independent Non-executive Director of the British Council, where he is Chair of the Finance Committee and a member of the Audit & Risk Committee. Since 2011, he has been a Non-executive Director of English Touring Opera, stepping up to Board Chair in 2015. He joined the board of LSO Productions, the commercial arm of the London Symphony Orchestra, as Chair in 2018. In 2020, he joined the credit committee of a real estate fund as independent member.

Tim Downing

Tim has over 35 years, experience in the UK and East Midlands property and business community and is co- owner of Pygott and Crone, the leading and award winning property consultancy with 13 offices across the Midlands and London, recently voted "Best UK Estate Agency" by the Sunday Times. He is also involved with number of other business to include Hemswell Court, Lincolnshire's premier AA 5 star hotel and banqueting facility (Home of the Dambusters Movie), Downing Developments Ltd, a commercial and residential property investment company. He was previously

chairman of Aviation Heritage Lincolnshire and is a trustee of LIVES Charity and the entrepreneurs charity the Star Trust as well as the City of London Rugby Foundation and is vice chair of Invest Gainsborough. Tim was recently awarded the first Greater Lincolnshire ambassador of the year award and is a Freeman of the City of London

Specialties: The acquisition and sale of commercial and residential land and property throughout the UK and Europe. Promoting inward investment into the East Midlands and offering advice to small and medium size business on marketing and growth.

1. THE INVESTMENT ADVISOR

1.1 Overview

The Company has appointed Property Hub Advisors Limited (the "**Investment Advisor**") as investment advisor to the Company pursuant to an investment advisory agreement dated 4 March 2021 (the "**Investment Advisory Agreement**"). The Investment Advisor is a subsidiary of Property Hub Holdings Limited. It was incorporated on 11 January 2021 in England & Wales with number 13124409 as a private limited company under the Act its address is listed in the section titled "Advisers and Other Services Providers", and its website is www.propertyhubadvisory.com and telephone number is 020 3350 1234. The Investment Advisor's LEI is 2138005X1TPDHLI2ES73.

1.2 Key Personnel

Robert Bence

Rob Bence has worked with property investors for over a decade – first at a national housebuilder (David McLean Homes) and then two major investment companies (Bold Spirit and Gladfish), before leaving to set up his own investment consultancy (originally called RMP Property, and later re-named Property Hub Invest). At Property Hub he has directly negotiated the acquisition of over 1,500 properties on behalf of clients.

Robert Dix

Rob Dix has privately invested in UK property for 12 years, and has been a Director at Property Hub since 2013. He has written four best-selling books about property investment, one of which (The Complete Guide To Property Investment) has received over 1,800 reviews on amazon.co.uk with an average rating of 4.7.

Together, Rob & Rob have co-presented The Property Podcast since 2013. They have published over 475 episodes, and the podcast currently gets downloaded more than 300,000 times per month. It has received more than 1,700 ratings, averaging 4.8, on Apple Podcasts.

1.3 Investment Advisory Agreement

Under the Investment Advisory Agreement, the Investment Advisor has agreed to provide investment advisory services to the Group and the AIFM, including locating, evaluating and negotiating investment opportunities in the residential real estate sector for the Group, subject to the overall control and supervision of the Directors and the AIFM. The Directors will make investment and divestment decisions in respect of the Company's investment portfolio with the benefit of the Investment Advisor's advice unless any such investment or divestment decision is within any approved delegation parameters which may be agreed in writing by the Board of Directors of the Company, which allow the Investment Advisor to execute investment opportunities

and enter into legally binding commitments on behalf of the relevant member of the Group within the scope of the parameters.

From 1 July 2022, the Investment Advisor has provided company secretarial services to the Company and the Group and the Investment Advisory Agreement has been amended to reflect this.

As at the date of this Prospectus, the Investment Advisor is not authorised by the FCA to carry on regulated activities. The Investment Advisor has made an application to the FCA for the relevant authorisations to act as alternative investment fund manager and provided this is approved it is the intention of the parties for the Investment Advisor to act as the Company's AIFM instead of Gallium in the future. This remains at the discretion of the FCA and cannot be assured.

Further details of the Investment Advisory Agreement are set out in Part 12 of this Prospectus.

2. THE AIFM

Pursuant to the AIFM Agreement, a summary of which is set out in Part 12 of this Prospectus, the Company has appointed Gallium Fund Solutions Limited ("**Gallium**"), to act as the Company's external, non-EEA AIFM and to provide or procure the provision of portfolio management services and to provide risk management services. Pursuant to the AIFM Agreement, the AIFM will also act as the operator of the Partnership. The AIFM is party to the Investment Advisory Agreement with the Investment Advisor to enable it to benefit from the ongoing investment advisory services in its role as portfolio and risk manager to the Company and to procure that the Investment Advisor provides investment advisory services to the Company. Pursuant to the Investment Platform Agreement dated 5 November 2021, Gallium has also been appointed as the Operator of the Portfolio App to enable it to carry out certain regulated activities associated with the platform and the trading it facilitates.

Gallium is part of the Gallium group, which has been providing fund management and administration services since 2008. It was incorporated on 1 July 2008 with number 6634506 in England and Wales as a company whose liability is limited by shares. It is authorised and regulated by the FCA with number 487176, its address is listed in the section titled "Advisers and Other Services Providers" and its telephone number is 01732 882642.

The AIFM is licensed by the Financial Conduct Authority to conduct certain restricted activities in relation to collective investment schemes, including acting as an Alternative Investment Fund Manager and operating a collective investment scheme.

Pursuant to the terms of the AIFM Agreement, the AIFM is responsible for the portfolio and risk management of the Company.

The AIFM will also carry out ongoing oversight functions and supervision in respect of the Company and its Property Portfolio and will comply with those provisions of the UK AIFM Rules that are applicable to it as a non-EEA AIFM. The AIFM is legally and operationally independent of the Company, the Investment Advisor and the wider Property Hub Group.

The AIFM also provides the services of an operator, namely managing and operating the Partnership, as well as providing the services of the operator of the Portfolio App. The AIFM also provides Custody services for Shares held via the Portfolio App.

Further details of the AIFM Agreement are set out in Part 12 of this Prospectus.

3. OTHER SERVICE PROVIDERS

3.1 Administrator

Langham Hall UK Services LLP has been appointed by the Company to provide administration services in accordance with the Administration Agreement.

The Administrator provides certain administrative services to the Company which include reporting the Net Asset Value, bookkeeping and accounts preparation.

Further details of the Administration Agreement are set out in Part 12 of this Prospectus.

3.2 Registrar and Receiving Agent

Neville Registrars Limited has been appointed as the Company's Registrar for Ordinary Shares and Warrants pursuant to the Registrar Agreement.

Neville Registrars Limited will also act as the Company's Receiving Agent for the Issuance Programme. Any change of Receiving Agent for all Subsequent Offers under the Issuance Programme will be included in the Final Details.

Details of the Registrar Agreement and the Receiving Agent Agreement are set out in Part 12 of this Prospectus.

3.3 Depositary

Gallium P E Depositary Limited has been appointed as the Company's depositary. The Depositary Agreement which has been entered into between the Company and the Depositary provides, amongst other things, that the Depositary carries out the core duties under the UK AIFM Rules which include cash management, safekeeping of assets (such as financial instruments held directly by the Company, if any) and general oversight of the Property Portfolio.

In accordance with the Depositary Agreement, Gallium P E Depositary Limited will also perform the safekeeping functions of the custodian. The Depositary may delegate its safekeeping of financial instruments and other assets to a suitably qualified sub-custodian; the Depositary shall remain fully liable the performance of its obligations by any such delegate (save to the extent it has discharged all requirements in accordance with article 21(13) and (14) of AIFMD and Regulation 32 of the AIFMD UK Regulation). Any delegation shall be undertaken in accordance with the relevant provisions of FUND and the UK AIFMD Laws. At the date of this prospectus the Depositary has not delegated any safekeeping functions.

Gallium P E Depositary Limited was incorporated on 11 April 2011 under the Act with number 07599626 in England and Wales as a company whose liability is limited by shares. It is authorised and regulated by the FCA with firm reference number 612479, its address is listed in the section titled "Advisers and Other Services Providers", its telephone number is 01732 882642 and it's LEI is 213800S5PPZCUGYWF533.

Further details of the terms of the Depositary Agreement are set out in Part 12 of this Prospectus.

3.4 Auditor

BDO LLP of 55 Baker Street, London, W1U 7EU, which is registered to carry out audit work by the Institute of Chartered Accountants in England and Wales, provides audit services to the Company.

4. CONFLICTS OF INTEREST

4.1 General

The AIFM, the Investment Advisor and any other members of their respective groups and their respective directors and officers (each an "**Interested Party**") may give rise to material potential conflicts of interest which they may have as between their duty to the Company and duties owed

by them to third parties and their other interests. Whenever such conflicts arise, the relevant service provider must endeavour to ensure that they are resolved, and any relevant investment opportunities allocated, fairly.

In particular, the Investment Advisor and its officers and employees may be involved in other financial, investment or professional activities that may on occasion give rise to conflicts of interest with the Company. The Investment Advisor may provide investment management, investment advice or other services in relation to other funds or clients that may have similar investment policies or strategies to that of the Company. Circumstances may arise where investment opportunities will be available to the Company and which are also suitable for one or more such clients of the Investment Advisor. The Directors have satisfied themselves that the Investment Advisor and its affiliates have procedures in place to address potential conflicts of interest including that, where a conflict arises, the Investment Advisor and its affiliates will allocate the opportunity on a fair basis. The Investment Advisory Agreement grants the Company a right of first offer for all investment opportunities which may also be suitable for one or more clients of the Investment Advisor (including the Company).

It is noted that Stephen Vakil has an existing commercial relationship with the Property Hub Group and has made a number of property acquisitions via the Property Hub Group (in his personal capacity), the last of which was completed in 2018. Property Hub Lets continues to provide letting and management services to Mr Vakil in relation to his property portfolio.

It is further noted that Tim Downing in his capacity as an owner of Pygott and Crone, an estate agency business has an ongoing commercial relationship with the Property Hub Lets. Pygott and Crone has previously sold property via Property Hub Invest, the last of which was completed in 2020. Pygott and Crone also has an ongoing relationship with Property Hub Lets, supplying tenants to properties and facilitating introductions with developers.

Additionally, the fact that the AIFM and the Investment Advisor and members of their respective groups may from time to time engage in other business activities may reduce the time each of them spends advising on the Company's investments. A decision to spend time on other activities besides advising on the Company's investments could be influenced by a variety of factors, including the compensation structure of any other investment vehicles and/or business activities as compared to that of the Company.

Portfolio Property Management and Lettings Limited ("**PPMLL**"), a member of the Property Hub Group, may provide certain property and letting management services to the Company including tenant management and letting of vacant properties. PPMLL will also provide these services to third parties. Where PPMLL is providing property and letting management services for multiple units within the same development or region it may be commercially beneficial for it to let units held directly by clients of Property Hub Invest Limited (another Property Hub Group entity to which it provides services) over those of the Company.

Conflict Management

The activities of the Investment Advisor in relation to the Company are subject to the overall direction and review of the AIFM and the Directors. The Board is (except to the extent disclosed in this Prospectus) independent of the Property Hub Group and of the AIFM. The AIFM is fully independent of the Property Hub Group (although this will cease to be the case if and when the Investment Advisor assumes the role of AIFM instead of Gallium). All acquisitions and disposals are reviewed and reported on by the AIFM. The Property Portfolio will be valued at least annually by an External Valuer.

The Investment Advisor will predominantly source investments from developers to recommend to the Company. In order to manage any risk of a conflict of interest arising in the allocation of

investments, the Company will have a right of first refusal on properties identified by the Advisor as being both within the Company's Investment Policy and the investment strategy. At least once every calendar quarter, the Investment Advisor shall provide a report to the Board containing details of any property that falls within the parameters of the Investment Policy but not the investment strategy and that was acquired by any member of the Property Hub Group for themselves, or where the opportunity to acquire the property was offered to others. Such report shall detail all material financial, commercial and other terms in relation to such property.

All investments will have an independent third party valuation at acquisition date as a check on pricing. This is partly to ensure that any acquisitions introduced by the Investment Advisor are fairly priced.

The Investment Advisor may charge transaction arrangement fees to the vendor with respect to properties acquired by the Group and is entitled to retain this for its own account (subject to the cap as set out below). Any transaction arrangement fee, commission or other remuneration received by them on an annual basis will be capped at 5% of the aggregated purchase prices of the property purchased in that period by the Group and the Investment Advisor shall account to the Company and pay to the Company any commission, fee or other such remuneration in excess of this amount. Each property will be subject to a valuation carried out by an independent RICS valuer. There is a potential conflict of interest as it is in the interest of the Investment Advisor to maximise the transaction fee payable by the vendor.

5. CORPORATE GOVERNANCE

5.1 The AIC Code and the UK Corporate Governance Code

The Board has considered the principles and recommendations of the AIC Code by reference to the AIC Guide. The AIC Code, as explained by the AIC Guide, addresses principles set out in the UK Corporate Governance Code, as well as setting out additional principles and recommendations on issues that are of specific relevance to the Company as an investment company. It remains the intention of the Board that, the Company will become a member of the AIC and that it will comply with the principles of good governance contained in the AIC Code and the UK Corporate Governance Code.

The Board considers that reporting against the principles and recommendations of the AIC Code, and by reference to the AIC Guide (which incorporates the UK Corporate Governance Code), will provide better information to Shareholders. Reporting under the AIC Code is contained in the most recent Annual Report and Financial Statements for the period ended 31 March 2022.

The UK 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, the Board considers these provisions are not relevant to the position of the Company, being an externally managed investment company with an entirely non-executive Board. In particular, all of the Company's day-to-day management and administrative functions are outsourced to third parties. The Company does not therefore intend to comply with the above provisions.

The Audit Committee will be chaired by Mark Beddy and consists of all the Directors and will meet at least two times a year. The Board considers that the members of the Audit Committee have the requisite skills and experience to fulfil the responsibilities of the Audit Committee. The Audit Committee will examine the effectiveness of the Company's financial control systems. It will review the half-yearly and annual reports and also receive information from the Investment Advisor. It will also review the scope, results, cost effectiveness, independence and objectivity of the external auditor.

Given the size of the Board, it is not considered necessary to appoint a senior independent director.

The Board had decided not to establish a separate Management Engagement Committee and the functions of a management engagement committee under the AIC Code will be carried out by the full Board.

In view of the fully independent, non-executive nature of the Board, the Board has decided not to establish a separate nomination or remuneration committee and the functions of a nomination and remuneration committee under the AIC Code will be carried out by the full Board.

The Board regularly and directly reviews the accurate management and administration of the Company's affairs and ensures that service provision is on terms which are competitive and reasonable for the Shareholders.

5.2 Directors' Share Dealings

The Board has agreed to adopt and implement a dealing code for directors and other persons discharging managerial responsibility which imposes restrictions on conducting transactions in the Company's shares beyond those imposed by law. Its purpose is to ensure that the Directors, persons discharging managerial responsibility and their closely associated persons do not abuse (and do not place themselves under suspicion of having abused) inside information they may have or be thought to have, in particular during periods leading up to the announcement of the Company's results.

PART 6: FEES AND EXPENSES

1. ISSUANCE PROGRAMME COSTS

The Issue Costs are those fees, expenses and costs necessary for each Issue (and the Issuance Programme as a whole) and include fees payable under the Receiving Agent Agreement, listing fees, legal, advisory, accounting, registration, printing, advertising and distribution costs and any other applicable fees, expenses and costs.

The Company is offering up to a maximum of 200 million Shares in aggregate (including those allotted pursuant to the exercise of the Warrants) and up to a maximum of 33,333,333 Warrants under this Prospectus which comprises a maximum of 200 million Shares under the Issuance Programme. The net proceeds of the Issuance Programme are dependent on the number and Issuance Programme Price of Shares issued pursuant to the Issuance Programme. The Company intends to use the net proceeds to make investments in accordance with the Investment Policy, repay outstanding loans in respect of prior acquisitions and for working capital purposes.

The costs and expenses for the Issuance Programme are estimated to be £170,000 (plus VAT) these will be paid by the Company and not charged directly to Investors.

As the share price for offers under the Issuance Programme is not known as at the date of the prospectus it is not possible to provide the estimated net proceeds of the Issuance Programme. If the price of Shares under the Issuance Programme were to be £1 per Share, and the Company were to issue 166,666,667 million Shares under the Issuance Programme and all 33,333,333 Warrants were exercised at £1.10 per Share, then based on the estimated costs of £170,000, the net proceeds of the Issuance Programme would be £203,163,333.

2. ONGOING ANNUAL EXPENSES

The Company will also incur ongoing annual expenses which will include fees paid to the Directors and service providers as detailed below, travel, accommodation, printing, audit, finance costs, due diligence, regulatory and legal fees. These fees and all reasonable out-of-pocket expenses of the AIFM, the Investment Advisor, the Administrator, the Registrar and the auditor will also be borne solely by the Company.

Ongoing annual expenses will include the following:

2.1 Base Fee and Transaction Fees

In aggregate, the Investment Advisor and the general partner of the Partnership (the "**General Partner**") are entitled to a Base Fee in each year. The Base Fee is equal to 1% of the Group's Net Asset Value plus any VAT and disbursements per annum. The Base Fee accrues and is payable in arrears on a monthly basis, subject to adjustments to take into account issues or buy-backs of Shares during the course of any month. The proportion of the Base Fee payable to each of the Investment Advisor and the General Partner is in proportion to the services provided by each of the Investment Advisor and the General Partner to the Company and Partnership respectively.

No transaction fees or performance fees are payable to the Investment Advisor by the Company, however the Investment Advisor may charge transaction arrangement fees to the vendor in respect of any properties acquired by the Group and is entitled to retain this for its own account, subject to an annual limit of 5% of the aggregated purchase prices of property purchased in that period by the Group. The Investment Advisor shall account to the Company and pay to the Company any commission, fee or other such remuneration in excess of this amount.

2.2 AIFM and Depositary

The AIFM and Depositary are entitled to aggregate fees at a rate equivalent to 0.1% of the Gross Asset Value per annum (subject to an annualised minimum of £50,000) (plus VAT if applicable), subject to an annual RPI index increase which shall be calculated, accrue and payable on a monthly basis in arrears. The AIFM and Depositary are also entitled to an aggregate fee equal to 0.12% of the Company's Net Asset Value per annum, paid on a quarterly basis in arrears. The AIFM will also be entitled to reimbursement of certain expenses properly and reasonably incurred.

2.3 Administrator

The Administrator is entitled to an administration fee payable quarterly at the rate of £40,000 per annum payable quarterly in advance for services to the Company, plus an additional amount for each of the Partnership, any holding company or SPV plus any applicable VAT and disbursements for each. The Administrator will also charge additional fees for services such as NAV calculation, plus one off set-up fees of £8,000 (plus VAT if applicable) for any new SPV.

2.4 Company Secretary

A fee of £20,000 per annum (plus any applicable VAT) is charged by the Company Secretary for the company secretarial services provided to the Company, plus an additional amount for each of the Partnership, any holding company or per special purpose vehicle in respect of which company secretarial services are provided. The Company Secretary may additionally charge the Company in respect of disbursements, or additional services such as additional board meetings, work relating to audit committee meetings, or Shareholder extraordinary meetings or annual general meetings.

2.5 Registrar

The Registrar is entitled to receive from the Company an annual fee calculated on the basis of a fixed fee per Shareholder in respect of the provision of basic registration services, subject to a minimum maintenance charge of £2,040 per annum (plus VAT) which is payable in advance of commencement of services and thereafter yearly in advance. Any amount incurred in excess of the minimum maintenance charge will be invoiced quarterly. Warrant register administration will be charged per warrant stock setup plus additional fees for exercise/conversion. Any additional services provided by the Registrar will incur additional charges and will be invoiced quarterly.

2.6 Receiving Agent

The Receiving Agent is entitled to charge the Company a fee based on a percentage of the sums raised pursuant to the Issuance Programme, subject to a minimum of £4,450 for acting as receiving agent under the Issuance Programme. Works for further subscriptions (using the same subscription site), is subject to a minimum of £2,450 for such further subscriptions. The Company will pay for any out of pocket expenses of the receiving agent, which shall include bank charges, stationery, telephone, postage and AML checks.

2.7 Directors

Each of the Directors is entitled to receive a fee from the Company at such rate as may be determined in accordance with the Articles. Each Director will be entitled to £18,000 per annum. In addition, the chair of the audit committee will receive an additional £4,000 and the Chairman will also receive an additional fee of £4,000 per annum.

The Directors are also entitled to out-of-pocket expenses incurred in the proper performance of their duties. The Board may determine that additional remuneration may be paid, from time to time, to any one or more Directors in the event such Director or Directors are requested by the Board to perform extra or special services on behalf of the Company.

2.8 Property Manager

PPMLL is entitled to receive a property management fee payable monthly for providing or procuring the provision of property management services to the Company's subsidiaries that own properties. PPMLL will have the right to sub-contract property management services to local property managers. The property management fee charged to the Company's subsidiaries that own properties shall be comprised of (a) any fee charged by local managers to which such services are delegated in accordance with the Property Management Agreement, (or where such management is not delegated, charged directly by PPMLL) which is generally expected to be in the range of 7 – 10% of the gross rent received per calendar month for each managed property, plus value added tax if applicable; and (b) an additional fee of 0.5% of the gross rent received per calendar month payable to Property Hub Lets for its work selecting and monitoring the sub-contractors, ensuring continuity, and removing and reappointing sub-contractors if service levels are substandard. The additional fee of 0.5% of gross rent received per calendar month will not apply to any properties managed directly by PPMLL. The fee charged by local managers or by PPMLL (as applicable) will be impacted by factors such as the location, stock type (e.g. flat in a wider development or individual house) and accessibility of each property.

In addition, a letting fee may be charged at the commencement of each new letting of a property to an occupational tenant of the property. The letting fee will not exceed one month's gross rent (plus value added tax if applicable) and will be payable by the Company's subsidiary that owns the property concerned in each case to PPMLL for arranging the letting of the property concerned. If PPMLL sub-contracts arrangement of the letting of a property to a local property manager, PPMLL will not charge the Company or any of its subsidiaries any letting fee in addition to the letting fee payable to the local property manager. If PPMLL lets a property itself (and not through a local property manager), PPMLL will be entitled to a letting fee itself on the basis described above.

The management and letting services described above is under a framework lettings management agreement dated 12 July 2022 between the Company and PPMLL. PPMLL will manage (and arrange lettings of) individual properties by entering into individual contracts with subsidiaries of the Company that will be established to own properties of the Group. Either or both the subsidiary concerned in each case and the Company will be able to enforce these individual contracts against PPMLL.

2.9 Operator of Investment Platform

Gallium Fund Solutions Limited is entitled to be reimbursed by the Company for all third party costs and expenses reasonably and properly incurred by the AIFM and/or the Investment Advisor pursuant to carrying out the Investment Platform Agreement. It is anticipated that this will cover any costs and expenses of appointing a Sub-Custodian or Nominee to hold the legal title to Shares held via the Portfolio App.

2.10 Processing fee on withdrawal requests through the Portfolio App

If a Shareholder wants to withdraw its investment through the Portfolio App and the request is approved (which is subject to the Company having sufficient available cash to buy-back Shares, or unfulfilled subscription requests that can be matched to the withdrawal request), the withdrawal will be processed at the Net Asset Value per Share being withdrawn. The Company reserves the right to deduct from the withdrawal proceeds an amount equal to the stamp duty/SDRT payable (the current rate of which is 0.5%) of the amounts being withdrawn on in connection with the withdrawal transaction which will be borne by the withdrawing Shareholder. Investors requesting a withdrawal will be notified of any deduction in respect of stamp duty/SDRT before a withdrawal request is processed.

This processing fee will not be charged on sales of Shares outside of the Portfolio App.

PART 7: ISSUE ARRANGEMENTS

1. THE SHARE ISSUANCE PROGRAMME

1.1 Introduction

The Directors intend to implement the Issuance Programme to raise capital in the Company from the period from the date of this Prospectus up to 13 July 2023. Up to 200 million Shares in total are available for subscription by investors under the Issuance Programme. The maximum number of Shares available for subscription under each Issue under the Issuance Programme shall be 200 million Shares less (i) the number of Shares issued under previous Issues under the Issuance Programme (ii) 380,364, being the number of Shares which have been issued between 4 March 2022 and the date of this Prospectus, and (iii) any Shares arising from the exercise of the Warrants or that would have arisen had they been exercised in accordance with their terms.

The Company may (but is not required to) utilise various distribution channels for Shares, including making subscription available via connected websites.

Applications under the Issuance Programme from investors who are not currently Shareholders in the Company must be for a minimum subscription amount of £1,000 (subject to the Company retaining the right to accept a lower minimum subscription in its absolute discretion). Any ongoing change to the minimum subscription amount will be announced via the TISE website. There is no minimum subscription amount for applications from existing Shareholders in the Company.

The net proceeds of the Issuance Programme are dependent on: (i) the aggregate number of Shares issued pursuant to the Issuance Programme; (ii) the price at which such Shares are issued; and (iii) the number of Shares issued pursuant to each subsequent Issue under the Issuance Programme.

The terms and conditions of each offer for subscription made pursuant to the Issuance Programme are set out in Part 8.

The Investment Advisor may (but shall not be obliged to) subscribe for Shares at a subscription price greater than the most recent monthly Net Asset Value.

Allocations of the Shares under the Issuance Programme will be determined at the discretion of the Directors (in consultation with the Investment Advisor), who will determine in respect of any particular Issue the basis for allocation of the Shares issued pursuant to that Issue.

The Company will announce the Final Details of any Issue by way of the publication of a notice through a TISE announcement and on the Company's website <https://portfolio.co.uk/investor-centre> in advance of each Issue under the Issuance Programme. Any such announcement will detail the Issuance Programme Price in respect of the relevant Issue, together with an expected timetable and any settlement instructions.

The results of each subsequent Issue under the Issuance Programme will be notified through a TISE announcement as soon as practicable after the Issue has closed.

Multiple applications or suspected multiple applications on behalf of a single client for a single issue under the Issuance Programme are liable to be rejected at the Company's discretion.

The Company will offer Warrants to subscribers of Shares under the Issuance Programme at a ratio of one Warrant for every five Shares subscribed for.

1.2 Applications for Shares

Investors can hold Shares by either:

- (a) investing in the Company (by way of subscription, or through the transfer of Shares) such that an investor is the registered holder of the Shares (the "**Direct Investment Route**"); or
- (b) by acquiring a beneficial interest in the Shares through the Portfolio App, in which case the Shareholder will hold the beneficial interest in the Shares and will be contractually entitled to the economic benefits attributable to such Shares. The Shares will be legally owned by a nominee appointed by the Custodian (or any sub-custodian to which custody services are delegated – a "Sub-Custodian") for the purposes of holding the Shares (the "**Nominee**") (the "**Beneficial Investment Route**").

Shareholders can make applications to acquire an interest in Shares (subject to the terms and conditions set out in Part 8) by investing via the Beneficial Investment Route through the Portfolio App or in such other manner the Company notifies Shareholders and the public by the Company via its website or a TISE announcement from time to time.

During any period in which the Company announces (on its website, via a TISE announcement or by any other means) that Shares can be acquired through the Direct Investment Routes investors may apply for Shares directly by making an application which may be accessed from <https://propertyhub.nevilleregistrars.co.uk>, or in such other manner as may be published by the Company from time to time (subject to the Director's absolute discretion to accept applications in any manner it determines).

Where potential Shareholders make an Application via the Beneficial Investment Route, any Application made via the Portfolio App to acquire Shares which has not been withdrawn prior to each Monthly Trading Date will be irrevocable unless otherwise agreed with the Company.

The basis of allocations of the Shares under each Issue of the Issuance Programme will be determined at the discretion of the Directors (in consultation with the Investment Advisor).

1.3 Issuance Programme Price

The Issuance Programme Price in respect of any Issue will be the most recent monthly NAV (which shall be published on the same date as the Issuance Programme Price is published). The Issuance Programme Price in respect of each Issue will be announced through the publication of a notice through a TISE announcement and on the Company's website in accordance with the Share Issuance Timetable set out below.

1.4 Conditions

Each Issue of Shares and Warrants pursuant to the Issuance Programme will be conditional upon, *inter alia*

- (a) the passing of all necessary Shareholder and Warrantholder authorities required in respect of the relevant allotment and issue being in place; and
- (b) Admission of the Shares issued pursuant to the relevant Issue at such time and on such date as Company may decide, not being later than 13 July 2023.

If any of these conditions are not met in respect of any Issue, that issue of Shares will not proceed.

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

1.5 Share Issuance Timetable

The timetable below provides the expected dates of each Issue under the Issuance Programme. Investors should note that the issuance of new Shares is entirely at the discretion of the Board and the satisfaction of the conditions above. Any changes to the timetable will be notified to investors in advance by a TISE notification.

Expected date for publication of Issuance Programme Price (12 p.m.) on	Date applications for the Issue of Shares under the Issuance Programme Opens (12 p.m.) on	Latest date for receipt of Applications and subscription monies (by 12 p.m.) on	Expected Date of Share Issuance and Admission
15-Jul-22	15-Jul-22	29-Jul-22	4-Aug-22
15-Aug-22	15-Aug-22	22-Aug-22	29-Aug-22
15-Sep-22	15-Sep-22	22-Sep-22	27-Sep-22
17-Oct-22	17-Oct-22	24-Oct-22	31-Oct-22
15-Nov-22	15-Nov-22	22-Nov-22	29-Nov-22
15-Dec-22	15-Dec-22	22-Dec-22	10-Jan-23
16-Jan-23	16-Jan-23	23-Jan-23	30-Jan-23
15-Feb-23	15-Feb-23	22-Feb-23	28-Feb-23
15-Mar-23	15-Mar-23	22-Mar-23	28-Mar-23
17-Apr-23	17-Apr-23	24-Apr-23	01-May-23
15-May-23	15-May-23	22-May-23	29-May-23
15-Jun-23	15-Jun-23	22-Jun-23	29-Jun-23

Settlement

Payment for Shares applied for under the Issuance Programme should be made in accordance with the instructions contained in the Application unless otherwise indicated in the Final Details which shall be published through a TISE announcement and on the Company's website <https://portfolio.co.uk/investor-centre>, in which case settlement should be made in accordance with any instructions contained therein.

2. ALLOCATIONS AND SCALING BACK

Allocation of Shares under each Issue under the Issuance Programme will be determined by the Company and there is no obligation for such Shares to be allocated proportionally.

In the event that valid applications under Issuance Programme exceed the maximum number of Shares available thereunder, applications will be scaled back at the discretion of the Company, with the expectation being that any scaling back will be done on a first-come, first served basis.

The Company reserves the right to decline in whole or in part any application for Shares pursuant to the Issuance Programme. Accordingly, applicants for Shares under the Issuance Programme may, in certain circumstances, not be allotted the number of Shares for which they have applied.

Monies received in respect of unsuccessful applications (or to the extent scaled back) will be returned without interest at the risk of the applicant to the applicant from whom the money was received.

3. PROFILE OF A TYPICAL INVESTOR

The Directors believe that the profile of a typical investor in the Company is a person who is seeking capital growth and income from investing in a diversified portfolio of UK residential properties, who understands and accepts the risks inherent in the Investment Policy and who have sufficient resources to be able to bear any losses that may result therefrom. The Shares may be suitable for investors who are capable of evaluating the risks and merits of such an investment and who have sufficient resources to bear any loss which may result from such an investment. Such investors may wish to consult an independent financial adviser who specialises in advising on the acquisition of shares and other securities before investing in Shares in the Issuance Programme. The Shares are only available to Non-Retail Investors.

4. CREST AND SHARE CERTIFICATES AND WARRANTS

The Shares are in registered form and can be held in certificated or uncertificated form. The Registrar (with registered address as set out at page 34) is responsible for keeping the records in relation to those Shares held in uncertificated form. The Warrants are held in registered form and certificates will be issued in respect of Warrants. The Registrar (with registered address as set out at page 34) is responsible for keeping the register of Warrantholders.

CREST is a paperless settlement procedure enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by written instrument. The Articles permit the holding of Shares under the CREST system. The Company will apply for the Shares to be issued under the Issuance Programme to be admitted to CREST with effect from the relevant Admission. Accordingly, settlement of transactions in the Shares following each relevant Admission may take place within the CREST system if any Shareholder so wishes (provided that the Shares are not held in certificated form).

CREST is a voluntary system and Shareholders who wish to instead receive and retain share certificates will be able to do so. An investor applying for Shares in the Issuance Programme may elect to receive Shares in uncertificated form if such investor is a system-member (as defined in the CREST Regulations) in relation to CREST.

CREST accounts are expected to be credited on the date of the relevant Admission and it is anticipated that, where Shareholders have requested them, certificates in respect of the Shares to be held in certificated form will be dispatched approximately ten business days following Admission of the relevant Shares. Pending receipt by Shareholders of definitive share certificates, if issued, the Registrar will certify any instruments of transfer against the register of members.

Shareholders who are non-US Persons holding definitive certificates may elect at a later date to hold their Shares through CREST in uncertificated form provided that they surrender their definitive certificates and arrange to do so with their nominated CREST participant, nominee or broker.

Shareholders who own their interest in Shares via the currently Beneficial Investment Route will hold a beneficial interest in their shares and will not receive a copy of the share certificate.

5. GENERAL

As at the date of the Prospectus, the Company has not engaged a market maker and the Company does not guarantee that at any particular time market maker(s) will be willing to make a market in the Shares, nor does it guarantee the price at which a market will be made in the Shares. Accordingly, the dealing price of the Shares may not necessarily reflect changes in the Net Asset Value per Share.

It is hoped that a secondary market may develop in the Shares and that Investors will be able to trade in the Shares in such secondary market. However, there is no guarantee that a secondary market will develop or if it does, that Shareholders will be able to trade such Shares at a price that reflects changes to the Net Asset Value per Share.

Pursuant to the CDD Rules with which the Company must comply in the UK, the Company and its agents (and their agents) or the Investment Advisor may require evidence in connection with any application for Shares, including further identification of the applicant(s), before any Shares are issued to that applicant. Each applicant for Shares will be required to certify that it is a Non-Retail Investor.

In the event that there are any significant changes affecting any of the matters described in this Prospectus or where any significant new matters have arisen after the publication of the Prospectus and prior to Admission, the Company will publish a supplementary prospectus. The supplementary prospectus will give details of the significant change(s) or the significant new matter(s). In the event that a supplementary prospectus is published prior to Admission, potential investors in the Issue will have a statutory right of withdrawal.

6. USE OF PROCEEDS

The Company intends to use the net proceeds make investments in accordance with the Investment Policy, repay outstanding loans in respect of prior acquisitions and for working capital purposes.

7. NON-UNITED KINGDOM INVESTORS

The attention of potential investors who are not resident in, or who are not citizens of, the UK is drawn to Part 8 of this Prospectus and to the paragraphs below.

The offer of Shares under the Issuance Programme to Overseas Persons may be affected by the laws of the relevant jurisdictions. Such persons should consult their professional advisers as to whether they require any government or other consents or need to observe any applicable legal requirements to enable them to obtain Shares under the Issuance Programme. It is the responsibility of all Overseas Persons receiving this Prospectus and/or wishing to subscribe for Shares under the Offer Subscription and/ or Issuance Programme to satisfy themselves as to full observance of the laws of the relevant territory in connection therewith, including obtaining all necessary governmental or other consents that may be required and observing all other formalities needing to be observed and paying any issue, transfer or other taxes due in such territory.

No person receiving a copy of this Prospectus in any territory other than the UK may treat the same as constituting an offer or invitation to him/her, unless in the relevant territory such an offer can lawfully be made to him/her without compliance with any further registration or other legal requirements.

Investors should additionally consider the provisions set out under the heading "Important Information" on page 30 of this Prospectus.

The Company reserves the right to treat as invalid any agreement to subscribe for Shares under Issuance Programme if it appears to the Company or its agents to have been entered into in a manner that may involve a breach of the securities legislation of any jurisdiction.

PART 8: TERMS AND CONDITIONS OF THE ISSUANCE PROGRAMME

1. INTRODUCTION

If you apply for Shares under the Issuance Programme, you will be agreeing with the Company, the AIFM, the Operator, the Investment Advisor, the Registrar and the Receiving Agent to the terms and conditions of application set out below. The terms and conditions of the Investment Platform will apply to the use of the Portfolio App.

The Shares are only suitable for Non-Retail 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 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 (or any terms and conditions in place from time to time) in full before completing the Application, or any application via the Portfolio App.

If for any reason it becomes necessary to adjust the expected timetable as set out on page 35 of the Prospectus, the Company will make an appropriate TISE announcement giving details of the revised dates. In particular, the Directors have the discretion to extend the last time and/or date for Applications and any such extension will not affect Applications already made, which will continue to be irrevocable.

In addition to completing the Application, investors will as part of the Application need to provide certain tax residency self-certification information and investor status self-certification information (confirming the category of Non-Retail Investor into which they fall). Please note that the Registrar cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes. It is a condition of application that (where applicable) the tax residency self-certification information and investor status self-certification are included in the Application.

Applications will ordinarily only be accepted by applications through the Portfolio App (the Beneficial Investment Route, as described below). The Directors will have the absolute discretion to open applications by the Direct Investment Route and you will be notified of this by an update to the Website and/or a TISE announcement. It is anticipated that the Direct Investment Route will only be available to Shareholders if the Portfolio App becomes unavailable for any reason. The Nominee will be able to acquire shares directly in the Company in order to facilitate the Beneficial Investment Route.

2. OFFER TO ACQUIRE SHARES

By completing an Application you, as the Applicant (and, if you sign, or complete (if authorised by such party to do so) the Application on behalf of somebody else or a corporation, that person or corporation, except as referred to in paragraph (i) below):

- (a) offer to subscribe for the number of Shares specified in your Application (or such lesser number for which your Application is accepted) at the Issuance Programme Price (as applicable) on the terms of conditions set out in these Terms and Conditions;
- (b) understand and acknowledge that the Issuance Programme Price is not known at the date of the publication of these Terms and Conditions, but will be announced through a TISE announcement as set out in these Terms and Conditions;

- (c) understand and acknowledge that the Issuance Programme is only being made available to Non-Retail Investors and that you must provide a self-certification as to the category of Non-Retail Investor in which you fall, and that if such information is not provided your Application will not be accepted and any payment received will be returned to you without interest and at your risk;
- (d) agree that:
 - (i) where investing via the Beneficial Investment Route any Application which has not been withdrawn prior to the Monthly Trading Date will be irrevocable (subject to your right to withdraw your application which arises as a result of a publication of a supplementary prospectus by the Company prior to Admission of the Shares to be issued pursuant to the Issue) and will constitute a collateral contract between you and the Company (on behalf of itself, and for and on behalf of the Operator) and will become binding upon the submission by you of your Application; and
 - (ii) where investing via the Direct Investment Route, in consideration of the Company agreeing to process your Application, your Application cannot be revoked (subject to your right to withdraw your application which arises as a result of a publication of a supplementary prospectus by the Company prior to Admission of the Shares to be issued pursuant to the Issue) and that this paragraph shall constitute a collateral contract between you and the Company which will become binding upon the submissions by you of, your Application;
- (e) acknowledge that any Application for Shares may be subject to scaling back at the discretion of the Company;
- (f) undertake to pay the subscription amount specified in the Application in full, which is such amount in pounds sterling being the product of (i) the number of Shares to be applied for and (ii) the Issuance Programme Price per Share, by no later than 12 p.m. on the closing date of each Application as set out in the Terms and Conditions or as is announced through a TISE announcement;
- (g) undertake to pay the aggregate Issuance Programme Price (as applicable) for the number of Shares specified in your Application, subject to a minimum subscription amount of £1,000 for Investors' which have not previously invested in the Company;
- (h) agree and warrant to the Company and the Receiving Agent that the remittance accompanying your Application will be honoured on first presentation and agree that if it is not so honoured you will not be entitled to receive the Shares until you make payment in cleared funds for the 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 Shares and may issue or allot such Shares to some other person, in which case you will not be entitled to any payment in respect of such Shares other than the refund to you at your risk for an amount equal to the proceeds (if any) of the remittance accompanying your Application, without interest;
- (i) agree that where on your Application a request is made for Shares to be deposited into a CREST account, the Receiving Agent may amend settlement so that such Shares may be

issued in certificated form registered in the name(s) of the holders specified in your Application (and recognise that the Receiving Agent will so amend the Application if there is any delay in satisfying the identity of the Applicant or the owner of the CREST account or in receiving your remittance in cleared funds);

- (j) agree, in respect of applications for Shares, that (i) in the case of Direct Investment Route any share certificate to which you or, in the case of joint Applicants, any of the persons specified by you in your Application may become entitled or pursuant to paragraph (i) above (and any monies returnable to you) may be retained by the Receiving Agent, or (ii) in the case of the Beneficial Investment Route, the entry of your name on the register of beneficial owners may be delayed:

- (i) pending clearance of your remittance; or
- (ii) pending investigation of any suspected breach of the warranties contained in section 7 below or any other suspected breach of these Terms and Conditions; or
- (iii) pending any verification of identity (to the satisfaction of the Company and its agents, including as may concern the manner in which its identification documents are to be certified) which is, or which the Company and its agents consider may be, required for the purposes of compliance with the prevailing anti-money laundering, anti-terrorism and contributing to the financing of criminal activities legislation, regulations and procedures in force from time to time in the United Kingdom (the "**CDD Rules**"); or
- (iv) pending certification of your status as a Non-Retail Investor, and

any interest accruing on such retained monies shall accrue to and for the benefit of the Company;

- (k) acknowledge that the representations, warranties, undertakings, agreements and acknowledgements contained in these Terms and Conditions are irrevocable, and that the Company, the AIFM, the Investment Advisor, the Receiving Agent and the Operator (as applicable) and their respective affiliates will rely upon the truth and accuracy of such representations, warranties, undertakings, agreements and acknowledgements. You agree that if any of the representations, warranties, undertakings, agreements or acknowledgements made or deemed to have been made by you in connection with your subscription for the Shares are no longer accurate, you shall promptly notify the Company and the Investment Advisor;
- (l) agree, on the request of the Company, Operator or Receiving Agent, to disclose promptly in writing to it such information as the Company, Operator or Receiving Agent may request in connection with your application and authorise the Receiving Agent, Operator or Company (as applicable) to disclose any information relating to your application which it may consider appropriate;
- (m) agree that if, within a reasonable time (in the opinion of the Company) following a request for verification of identity, the Company (or any of its agents) or the Operator has not received evidence satisfactory to it, the Company, Operator or the Receiving Agent may terminate the agreement with you to allot Shares and, in such case, the Shares which would otherwise have been allotted to you may be reallocated or sold to some other party and the lesser of your application monies or such proceeds of sale (as the case may be, with the proceeds of any gain derived from a sale accruing to the Company) will be returned

to the bank account on which the payment accompanying the application was first drawn without interest and at your risk;

- (n) undertake to pay interest at the rate described in section 3 below if the remittance accompanying your Application is not honoured on first presentation;
- (o) agree that the Receiving Agent is acting for the Company in connection with the Issuance Programme and for no-one else and that it will not treat you as its customer by virtue of such application being accepted or owe you any duties or responsibilities concerning the price of the Shares or concerning the suitability of the Shares for you or be responsible to you for providing the protections afforded to its customers;
- (p) warrant and confirm that:
 - (v) you are not applying on behalf of a person engaged in money laundering, drug trafficking or terrorism; and
 - (vi) none of the monies transferred or to be transferred to (or for the account of) the Company or its agents for the purposes of the application are or will be the proceeds of criminal activities;
- (q) agree that, in respect of those Shares for which your Application has been received and is not rejected, acceptance of your Application shall be constituted, at the election of the Company, either (i) by notification to TISE 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 and Operator;
- (r) agree that, the Company may, in its sole discretion, reject any Application made via the Direct Investment Route outside any Relevant Period;
- (s) agree that if you request that Shares are issued to you on a date other than Admission and such Shares are not issued on such date that the Company and its agents and Directors will have no liability to you arising from the issue of such Shares on a different date;
- (t) acknowledge that no person (other than the Investment Advisor where required to do so by law) is authorised in connection with the Issuance Programme to give any information or make any representation other than as contained in the these Terms and Conditions and the Regulatory Information published by the Company prior to Admission of the Shares issued pursuant to the Issuance Programme and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, Operator, the Receiving Agent, the Investment Advisor or any of their affiliates or any other person;
- (u) represent and warrant to the Company, Operator and the Receiving Agent that, if you sign / complete the Application on behalf of somebody else or on behalf of a corporation, you have due authority to do so on behalf of that other person or corporation, and such person or corporation will also be bound accordingly and will be deemed to have given the confirmations, warranties and undertakings contained herein and undertake to provide your power of attorney, or a copy thereof duly certified by a solicitor or bank, with or immediately after the Application;
- (v) confirm to the Company, the Receiving Agent and the Operator (if applicable) that your Application is made solely on the terms of the Terms and Conditions and subject to the Articles of Association of the Company; and

- (w) agree that you will accept warrants which are issued by the Company on the terms of the 2022 Warrant Deed Poll and agree to become a registered holder of Warrants.

3. ACCEPTANCE OF YOUR OFFER

- 3.1** The Company may accept your offer to subscribe or acquire Shares (if your application is received, valid (or treated as valid), processed and not rejected and provided that the tax residency self-certification information has been confirmed as received by the Registrar or Operator (as applicable), if required) by notifying acceptance to the Receiving Agent (or Operator as applicable), or the Receiving Agent (or the Operator as applicable) may accept your offer on behalf of the Company.
- 3.2** The right is reserved by the Company to present all forms of payment on receipt and to retain application monies and refrain from delivering an investors' Shares into CREST or into the Portfolio App, or issuing an investor's Shares in certificated form (as the case may be) or adding the Shareholder's name to the register of beneficial interest owners, pending clearance of the successful investor's payment.
- 3.3** The basis of allocation will be determined by the Company. The right is reserved to reject in whole or in part and/or scale down and/or ballot any Application or any part thereof. The right is reserved to treat as valid any Application not in all respects completed in accordance with the instructions relating to the Application, including if the accompanying payment is for the wrong amount or any Application not complying fully with these terms and conditions. In particular, but without limitation, the Company may accept an application made otherwise than by completion of an Application where you have agreed with the Company in some other manner to apply in accordance with these terms and conditions of application. The Company and Receiving Agent reserve the right (but shall not be obliged) to accept Applications and accompanying remittances which are received otherwise than in accordance with these terms and conditions of application. The Company will return application monies received in respect of any Application which is not accepted without interest at the Applicants' risk.
- 3.4** Any Applications made may be satisfied through matching of withdrawal requests with investment requests and the transfer of Shares from a Shareholder that has submitted a withdrawal request to a Shareholder that has applied for Shares rather than by way of a fresh issue of Shares. Where a request to buy or sell Shares under the Direct Investment Route has been met through the matching of requests and a subsequent transfer of Shares certain documentation may be required to effect the transfer. The Operator, Receiving Agent and the Company are hereby authorised and appointed to execute any documentation and take any actions required to effect the transfer on your behalf (including any stock transfer form or other transfer document).
- 3.5** 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 under the Issuance Programme. 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 in accordance with section 4 of these Terms and Conditions.
- 3.6** The Receiving Agent or Operator (as applicable) will present all payments on receipt and will retain documents of title and surplus monies pending clearance of successful Issuance Programme (as applicable) Applicants' payment. The Receiving Agent or Operator (as applicable) may, as agent of the Company, require you to pay interest or its other resulting costs (or both) if the payment accompanying your application is not honoured on first

presentation. If you are required to pay interest you will be obliged to pay the amount determined by the Receiving Agent or the Operator (as applicable), to be the interest on the amount of the payment from the date on which all payments in cleared funds are due to be received until the date of receipt of cleared funds. The rate of interest will be the then published bank base rate of a clearing bank selected by the Receiving Agent or Operator (as applicable) plus 2%. per annum. The right is also reserved to reject in whole or in part, or to scale down or limit, any application.

- 3.7** You will not be entitled to exercise any remedy of rescission for innocent misrepresentation (including pre-contractual representations) at any time after acceptance. This does not affect any other right you may have.

4. RETURN OF APPLICATION MONIES

- 4.1** Where application monies have been banked and/or received, if any application is not accepted in whole, or is accepted in part only, or if any contract created by acceptance does not become unconditional, the application monies or, as the case may be, the balance of the amount paid on application will be returned without interest and after the deduction of any applicable bank charges back to the bank where the funds originated from if payment is made by electronic transfer.
- 4.2** You agree that (i) any monies returnable to you may be retained pending clearance of your remittance and the completion of any verification of identity required by the UK Money Laundering Regulations and (ii) monies pending allocation will be retained in a separate account and that such monies will not bear interest.

5. CONDITIONS

- 5.1** The contract created by the acceptance of an Application under the Issuance Programme will be conditional on Admission of the Shares to be issued under the relevant Issue becoming effective by not later than 8 a.m. (London time) on each Admission Date published by the Company in the Regulatory Information (or as notified to investors from time to time by a TISE announcement) and on all necessary Shareholder authorities required in respect of the relevant allotment and issue continuing to be in place.

6. WARRANTIES

By completing an Application, you:

- 6.1** warrant that the information contained in your Application is true and accurate;
- 6.2** irrevocably authorise the Company, the Receiving Agent, the Operator (if applicable) or any person authorised by them to do all things necessary to effect registration of any Shares or beneficial interests therein, subscribed by, transferred, 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 Shares or beneficial interests therein has been transferred and authorise any representative of the Company to execute any document required therefor and to enter your name on the register of members of the Company and/or register of beneficial interest holders (as applicable);
- 6.3** warrant that, if you sign the Application on behalf of somebody else or on behalf of a corporation, you have due authority to do so on behalf of that other person and that such other person will be bound accordingly and will be deemed also to have given the confirmations, warranties and undertakings contained in these Terms and Conditions of Application and undertake to enclose your power of attorney (or a complete copy certified by a solicitor or notary together with full identity documents for yourself);

- 6.4** warrant that you are not a U.S. Person, you are not located within the United States, you are acquiring the Shares in an offshore transaction meeting the requirements of Regulation S and are not acquiring the Shares for the account or benefit of a U.S. Person;
- 6.5** warrant, if the laws of any territory or jurisdiction outside United Kingdom are applicable to your application, that you have complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with your application in any territory and that you have not taken any action or omitted to take any action which will result in the Company, the AIFM, the Investment Advisor, Operator or the Receiving Agent, or any of their respective officers, agents or employees, acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside United Kingdom in connection with the Issuance Programme in respect of your application;
- 6.6** confirm that in making an Application you are not relying on any information or representations in relation to the Company and the Shares other than those contained in the Regulatory Information. You agree that the content of the Regulatory Information, including these Terms and Conditions is exclusively the responsibility of the Company and that you have neither received nor relied on any other information (other than the Regulatory Information), representation, warranty, or statement made by or on behalf of the Company, the Investment Advisor, AIFM, Operator or any other person and none of the Company, the Investment Advisor, AIFM, Operator nor any other person will be liable for your decision to participate in the Issuance Programme based on any other information, representation, warranty or statement which you may have obtained or received;
- 6.7** agree that, having had the opportunity to read the Regulatory Information, you shall be deemed to have had notice of all information and representations concerning the Company and the Shares contained therein prior to Admission and no other information, and that in participating under the Issuance Programme you have had access to all information you believe necessary or appropriate in connection with your decision to subscribe for the Shares;
- 6.8** acknowledge that no person is authorised in connection with the Issuance Programme to give any information or make any representation and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, Operator, Investment Advisor, AFIM or the Receiving Agent;
- 6.9** 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, 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 these Terms and Conditions, and the Regulatory Information, published by the Company prior to Admission of the Shares to be issued pursuant to the Issuance Programme or any part of it or involved in the preparation thereof acting in breach of the regulatory or legal requirements of any territory (including in particular FSMA) in connection with the Issuance Programme or your Application;
- 6.10** warrant that, if you are an individual, you are not under the age of 18;
- 6.11** 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;

- 6.12** confirm that you have reviewed the restrictions contained in section 8 below and warrant, to the extent relevant that you (and any person on whose behalf you apply) comply or have complied with the provisions therein;
- 6.13** agree that, in respect of those Shares for which your Application has been received and processed and not rejected, in respect of an investment via the Direct Investment Route acceptance of your Application shall be constituted by the Company instructing the Registrar to enter your name on the register of members of the Company and for those Shares for which your Application has been received and processed and not rejected, in respect of the Beneficial Investment Route, acceptance of your Application shall be constituted by Company instructing the Registrar to enter the name of the Nominee on the register of members and your name on the register of beneficial members;
- 6.14** agree with the Company, the Receiving Agent and the Operator that all Applications, acceptances of Applications and contracts resulting therefrom under the Issuance Programme (including any non-contractual obligations arising under or in connection therewith) shall be governed by and construed in accordance with the law of England and Wales, and that you submit to the exclusive jurisdiction of the courts of England and Wales 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;
- 6.15** agree to provide the Company and Receiving Agent with any information which they may request in connection with your application or to comply with any other relevant legislation (as the same may be amended from time to time) including without limitation satisfactory evidence of identity to ensure compliance with CDD Rules;
- 6.16** agree that the Receiving Agent is acting for the Company in connection with the Issuance Programme and for no one else and that it will not treat you as its customer by virtue of such application being accepted or owe you any duties or responsibilities concerning the price of Shares or concerning the suitability of Shares for you or be responsible to you for providing the protections afforded to its customers;
- 6.17** warrant that no portion of the assets used to purchase, and no portion of the assets used to hold, the Shares or any beneficial interest therein constitutes or will constitute the assets of (i) an "employee benefit plan" as defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") that is subject to Title I of ERISA; (ii) a "plan" as defined in Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), including an individual retirement account or other arrangement that is subject to Section 4975 of the Code; or (iii) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements that is subject to Title I of ERISA or Section 4975 of the Code. In addition, if an investor is a governmental, church, non-U.S. or other employee benefit plan that is subject to any federal, state, local or non-U.S. law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the Code, its purchase, holding, and disposition of the Shares must not constitute or result in a non-exempt violation of any such substantially similar law;
- 6.18** save where you have satisfied the Company that an appropriate exemption applies so as to permit you to subscribe, represent to and agree with the Company that you are not (i) a US Person 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 Tax Code or (ii) a citizen, national or resident of any of the Excluded Territories and you are not acting on a non-discretionary basis for such person;

- 6.19** warrant that you are not subscribing for the Shares using a loan which would not have been given to you or any associate or not given to you on such favourable terms, if you had not been proposing to subscribe for the Shares;
- 6.20** acknowledge that the Company's key information document prepared pursuant to the PRIIPs Regulation can be provided to you in paper or by means of a website, but that where you are applying under the Issuance Programme directly and not through an adviser or other intermediary, unless requested in writing otherwise, the lodging of an Application represents your consent to being provided the key information document via the website at <https://portfolio.co.uk/investor-centre>, or on such other website as has been notified to you. Where your application is made on an advised basis or through another intermediary, the terms of your engagement should address the means by which the key information document will be provided to you;
- 6.21** acknowledge and agree that the procedures for calculating the risks, costs and potential returns as set out in the KID relating to the Shares are prescribed by the UK PRIIPs Laws and the information contained in the KID may not reflect the expected returns for the Company, and that anticipated performance returns cannot be guaranteed;
- 6.22** 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;
- 6.23** if you are applying on behalf of someone else, agree that you will not, and will procure that none of your affiliates will, circulate, distribute, publish or otherwise issue (or authorise any other person to issue) any document or information in connection with the Issue, or make any announcement or comment (whether in writing or otherwise) which states or implies that it has been issued or approved by or prepared in conjunction with the Company or any person responsible solely or jointly for the Offering Documents published by the Company prior to Admission of the Shares to be issued pursuant to the Issuance Programme, or any part thereof or involved in the preparation thereof or which contains any untrue statement of material fact or is misleading or which omits to state any material fact necessary in order to make the statements therein not misleading; and failure by the Company or its agents to receive, process or accept your application for Shares does not give right to any action by any person against the Company, its agents or any other person;
- 6.24** represent and warrant that you, or if you are applying on behalf of someone else that such person, is a Non-Retail Investor; and
- 6.25** acknowledge and confirm that you understand that any request to withdraw your investment through the Portfolio App is subject to the Company having sufficient available cash to buy-back Shares and/or unfulfilled subscription requests that can be matched to the withdrawal request, as well as to the discretion of the Company to process the withdrawal request. ^{A11, 5.1.8}

7. ANTI-MONEY LAUNDERING AND PAYMENT

- 7.1** To ensure compliance with the CDD Rules, the Company (or any of its agents) may require, at its absolute discretion, verification of the identity of the person by whom or on whose behalf an Application is lodged with payment and may further request from you and you will assist in providing identification of:

- (a) the owner(s) and/or controller(s) (the "payor") of any bank account not in the name of the holder(s) on which is drawn a payment by way of a cheque; or
 - (b) where it appears to the Company (or any of its agents) that a holder or the payor is acting on behalf of some other person or persons, such person or persons.
- 7.2** If the Company (or any of its agents) determines that the verification of identity requirements apply to any Application, the relevant Shares (notwithstanding any other term of the Issuance Programme) will not be issued to the relevant Applicant unless and until the verification of identity requirements have been satisfied in respect of that Applicant (or any beneficial holder) or Application. The Company (or any of its agents) is entitled, in its absolute discretion, to determine whether the verification of identity requirements apply to any Application and whether such requirements have been satisfied, and neither the Company nor any agent of it will be liable to any person for any loss or damage suffered or incurred (or alleged), directly or indirectly, as a result of the exercise of such discretion.
- 7.3** Failure to provide the necessary evidence of identity may result in your application being rejected or delays in the despatch of documents or CREST or Portfolio App account being credited.
- 7.4** Submission of an Application with the appropriate remittance will constitute a warranty to each of the Company, the Receiving Agent, the Administrator and the Registrar from the Applicant that the UK Money Laundering Regulations will not be breached by application of such remittance.
- 7.5** If the person whose account is being debited is not a holder you will be required to provide for both the holder and payor an original or copy of that person's passport or driving licence certified by a solicitor and an original or certified copy of two of the following documents, no more than 3 months old, a gas, electricity, water or telephone (not mobile) bill, a recent bank statement or a council tax bill, in their name and showing their current address (which originals will be returned by post at the addressee's risk) together with a signed declaration as to the relationship between the payor and you, the Applicant.
- 7.6** If, within a reasonable period of time following a request for verification of identity, and in any case by 12 p.m. on the closing date of each Issue under the Issuance Programme, the Receiving Agent or Operator (as applicable) has not received evidence satisfactory to it as aforesaid, the Receiving Agent or Operator (as applicable) may, as agent of the Company and upon instruction from the Company, reject the relevant Application and return the relevant Applicant's payment, through the post at the risk of the person(s) entitled thereto, or by means of a return credit to the Applicants bank account (without prejudice to the rights of the Company to undertake proceedings to recover monies in respect of the loss suffered by it as a result of the failure to produce satisfactory evidence as aforesaid).
- 7.7** For the purpose of the UK's Money Laundering Regulations, a person making an application for Shares will not be considered as forming a business relationship with either the Company or with the Receiving Agent but will be considered as effecting a one-off transaction with either the Company or with the Receiving Agent.
- 7.8** For Applicants investing via the Indirect Investment Route:
- (a) The Operator will accept payment from a personal or joint UK account which you are authorised to use as account holder. When you make a payment by Debit Card, this payment will be processed by Stripe, who is authorised as an e-money firm and is therefore, subject to the Payment Services Regulations. These payments typically take 5 business days to reach the Operator (with a maximum of 7 business days), during which time the

money is held by Stripe in an account protected by the FCA's Rules on safeguarding of relevant funds. Payment processing fees will be charged to Investors and notified at the point of making a deposit. As at the date of this Prospectus, no fee is expected for deposits made by bank transfer or Plaid, and a processing fee of up to a 2% will be charged to Shareholders using Stripe or Apple Pay payments.

- (b) The Operator also offers the option of same day bank transfers through Plaid. Plaid is a payment institution authorised and regulated by the UK Financial Conduct Authority ("**FCA**") (with firm reference number 804718) with permission to carry out Account Information Services and Payment Initiation Services. Plaid offers services which allow End-Users to share access to their bank account Information with the Operator and to make online payments directly from their Payment Account through the application.
- (c) Where the Operator makes a payment to you of any amount of money held on your Account this shall be subject to a minimum payment threshold of £10. If the amount to be returned to the Investor falls below such minimum threshold it shall be held by the Operator in a Client Money account until the threshold is met at which point such funds will be returned to you.
- (d) Where the Operator arranges to pay out money to you by Bank Transfer, the money will be paid into an account nominated by you upon settlement of any assets in your account that must be converted to cash in order to make such payment. Where you pay money into your account by Debit Card, and you request a Share sale within 60 calendar days, the Operator reserves the right to return funds to the same Debit Card.
- (e) When you cancel a Debit Card payment, the Operator will debit your Account by the amount being reimbursed. In the event that there is insufficient money in your Account the Operator may convert assets in your account into cash as required and hold you liable if the account is in debit.
- (f) The Operator does not accept in specie transfers and so will only transfer cash to or from you.

7.9 For Applicants investing via the Direct Investment Route:

- (a) Applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for the exact amount shown in the Application by 12 p.m. on the closing date of each Issue under the Issuance Programme. Applicants should send payment to the bank account as detailed on the Application.
- (b) Applicants must ensure that they remit sufficient funds to cover any charges incurred by their bank. The payment instruction relating to the electronic transfer must also include the unique reference provided upon application which should be entered in the reference field on the payment instruction in accordance with the instructions detailed in the Application. The Receiving Agent cannot take responsibility for correctly identifying payments without a unique reference nor where a payment has been received but without an Application having been completed
- (c) Applicants choosing to settle via CREST, that is DVP, will need to input their instructions to the Receiving Agent's Participant account detailed in the Application by no later than 12 p.m. on the closing date of each Issue under the Issuance Programme, allowing for the delivery and acceptance of Shares to be made against payment of the Issuance Programme Price per Share, following the CREST matching criteria set out in the Application.

- (d) By completing your Application you agree that you will do all things necessary to ensure that you or your settlement agent/custodian's CREST account allows for the delivery and acceptance of Shares to be made prior 12 p.m. on the closing date of each Issue under the Issuance Programme against payment of the Issuance Programme Price. Failure by you to do so will result in you being charged interest at a rate equal to the then published bank base rate of a clearing bank selected by the Receiving Agent plus 2% per annum.

- 7.10** The following is provided by way of guidance to reduce the likelihood of difficulties, delays and potential rejection of an Application (but without limiting the Receiving Agent's right to require verification of identity as indicated above) if an Applicant makes the Application as agent for one or more persons, he should indicate on the Application whether he is a UK person or institution (for example a bank or stockbroker) and specify his status. If an Applicant is not a UK person or institution, they should contact the Receiving Agent.

8. NON UNITED KINGDOM INVESTORS

- 8.1** No person receiving a copy of the Regulatory Information and/or an Application 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 complete an Application unless, in the relevant territory, such an invitation or offer could lawfully be made to him or the Application could lawfully be used without contravention of any, or compliance with, any unfulfilled registration or other legal or regulatory requirements.
- 8.2** Persons who are resident in, or citizens of, countries other than the United Kingdom (Overseas Investors) who wish to subscribe for Shares under the Issuance Programme may be affected by the law of the relevant jurisdictions. Such persons should consult their professional advisers as to whether they require any government or other consents or need to observe any applicable legal requirements to enable them to subscribe for Shares under the Issuance Programme. It is the responsibility of any person outside the UK wishing to apply for Shares 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 and any such person will be deemed to have read the notices to overseas investors contained in these Terms and Conditions and the Regulatory Information prior to making any such application.
- 8.3** None of the Shares have been or will be registered under the laws of any Excluded Territory or under the US Securities Act or with any state or other political subdivision of any Excluded Territory. Accordingly, unless an exemption under such Act or laws is applicable, the Shares may not be offered, sold or delivered, directly or indirectly, within an Excluded Territory. If you subscribe for Shares you will, unless the Company agrees otherwise in writing, be deemed to represent and warrant to the Company that you are not a US Person or a resident of an Excluded Territory or a corporation, partnership or other entity organised under the laws of an Excluded Territory and that you are not subscribing for such Shares for the account of a US Person or any resident of an Excluded Territory and will not offer, sell, renounce, transfer or deliver, directly or indirectly, any of the Shares in or into an Excluded Territory or to any resident of an Excluded Territory or to any US Person. No application will be accepted if it shows the applicant, payor or a prospective holder having an address in an Excluded Territory.
- 8.4** Persons (including, without limitation, nominees and trustees) receiving the Prospectus should not distribute or send it to any US Person or in or into the United States, an Excluded Territory, their respective territories of possessions or any other jurisdictions where to do so would or might contravene local securities laws or regulations.

- 8.5 The Company reserves the right to treat as invalid any agreement to subscribe for Shares pursuant to the Issuance Programme if it appears to the Company or its agents to have been entered into in a manner that may involve a breach of the securities legislation of any jurisdiction.

9. DATA PROTECTION

- 9.1 To the extent that personal data is processed by the Company, Investment Advisor, AIFM, Operator and/or Registrar, then:

- clause 9.2 shall apply to Applicants that are natural persons; and
- clauses 9.3-9.5 shall apply to Applicants that are not natural persons.

- 9.2 Where the Applicant is a natural person, he or she acknowledges that by submitting personal data to the Company (including to the Registrar, which acts on the Company's behalf), that personal data will be processed in accordance with the Company's privacy policy which is available for review on the Company's website at <https://portfolio.co.uk/investor-centre> ("**Privacy Policy**"). The Applicant acknowledges that they have read and understand the Privacy Policy.

- 9.3 In connection with any personal data that the Company, the Investment Advisor and the AIFM (the "**Controllers**") process with respect to any past or present Shareholder, each shall be considered to be joint controllers under applicable Data Protection Legislation and the Applicant (here they are processing personal data relating to other data subjects) shall be considered to be an independent controller. Personal data may be retained on record by the Controllers for as long as necessary for the purposes that it is collected. The Controllers will process such personal data at all times in compliance with Data Protection Legislation and shall only process for the purposes set out below (the "**Issuance Programme Purposes**"):

- to the extent and in such manner as is necessary for the performance of its obligations and the service provided under its service contract or these Terms and Conditions (as applicable), including as required by or in connection with its holding of Shares, including processing personal data in connection with credit and money laundering checks on it;
- to communicate with it as necessary in connection with its affairs and generally in connection with its holding of Shares;
- to comply with the legal and regulatory obligations of the Controllers or the Operator; and
- for the Registrar's internal administration.

- 9.4 In order to meet the Issuance Programme Purposes, it will be necessary for the Company, Operator and the Registrar to transfer certain personal data to third parties and outside the UK and EEA. The Applicant therefore agrees that the Company, Operator and Registrar shall be permitted to transfer personal data to:

- third parties located outside of the UK and EEA, if necessary for the Registrar to perform its functions, or when it is necessary for its legitimate interests, and in particular in connection with the holding of Shares; or
- its affiliates, the Company or the Investment Advisor and their respective associates, some of which may be located outside of the UK and EEA.

9.5 In providing the Controllers with personal data, each Applicant hereby represents and warrants to the Controllers that it has:

- notified any data subject of the Issuance Programme Purposes for which personal data will be used and by which parties it will be used, and it has provided a copy of the Privacy Policy; and
- where consent is legally required under applicable Data Protection Legislation, it has obtained the consent of any data subject to the Controllers and its associates holding and using their personal data for the Issuance Programme Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Issuance Programme Purposes set out above in this paragraph 7).
- complied in all other respects with all applicable data protection legislation in respect of disclosure and provision of personal data to the Controllers; and
- it shall immediately on demand, fully indemnify each of the Controllers and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by either of the Controllers in connection with any failure by the Applicant to comply with the provisions of this section 10.

10. MISCELLANEOUS

- 10.1** To the extent permitted by law, all representations, warranties and conditions, express or implied and whether statutory or otherwise (including, without limitation, pre-contractual representations but excluding any fraudulent representations), are expressly excluded in relation to the Shares, the Issuance Programme.
- 10.2** The rights and remedies of the Company, Operator, the Investment Advisor, the Receiving Agent and the Registrar under these terms and conditions of the Issuance Programme are in addition to any rights and remedies which would otherwise be available to any of them and the exercise or partial exercise of one will not prevent the exercise of others.
- 10.3** The Company reserves the right to shorten or extend the closing time and/or date of the Issuance Programme by giving notice to The International Stock Exchange. The Company will notify investors via a TISE announcement and any other manner, according to the requirements of TISE.
- 10.4** The Company may terminate the Issuance Programme, at any time prior to any further Admission. If such right is exercised, the Issuance Programme will lapse, and any monies will be returned to you as indicated at your own risk and without interest and after deducting any applicable bank charges.
- 10.5** The dates and times referred to in these Terms and Conditions may be altered by the Company for any reason.
- 10.6** For any technical or IT support questions in relation to the Portfolio App you can contact Property Hub on Support@portfolio.co.uk. If you have any queries on the Application via the Beneficial Investment Route please contact the Operator on 01732 882 642, or via admin@gallium.co.uk. If you have any queries on the Application via the Direct Investment

Route, please contact the Receiving Agent on 0121 585 1131 or such contact number as shall notified via the Company's website <https://portfolio.co.uk/investor-centre>.

- 10.7** Calls are charged at your network providers standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate.
- 10.8** The Receiving Agent's helpline is open between 9:00 a.m. – 5:00 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that neither the Receiving Agent nor the Operator can provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

PART 9: TERMS AND CONDITIONS OF THE WARRANTS

1. WARRANTS

- 1.1 The Warrants to be issued in connection with the Issuance Programme will be constituted by and issued subject to and with the benefit of the 2022 Warrant Deed Poll. Each registered Warrantholder will be bound by and deemed to have notice of all the matters set out in the 2022 Warrant Deed Poll. The key terms of the 2022 Warrant Deed Poll are set out in these Terms and Conditions of the Warrants.
- 1.2 Subject to the approval of the Warrantholders at a meeting of Warrantholders to be held on 2 August 2022, Warrants will be issued to Shareholders who have subscribed for Shares in the period between 4 March 2022 and the date of this Prospectus in a ratio of 1 Warrant for every 5 Ordinary Shares subscribed.

2. CERTIFICATES

Certificated Warrants registered in a Warrantholder's name will be evidenced by a Warrant certificate issued by the Company. Every certificate shall be under the securities seal of the Company which shall be affixed in such manner as shall be permitted by the Articles of Association for the Company, or otherwise executed on behalf of the Company as determined by the Board of Directors of the Company. Every holder of Warrants in certificated form shall be entitled to receive one certificate for the Warrant(s) held by him but joint holders shall be entitled to only one certificate in respect of the Warrants held jointly by them which certificates shall be delivered to the joint holder whose name stands first in the Register of Warrantholders. The Company shall comply with the terms of the certificates for the Warrants. The Company shall perform and observe the terms and conditions set out in the Schedule hereto and the Warrants shall be held subject to the terms and conditions all of which shall be deemed to be incorporated in this Warrant Instrument and shall be binding on the Company and the Warrantholders and all persons claiming through or under them respectively.

3. SUBSCRIPTION RIGHTS

- 3.1 A registered holder for the time being of a Warrant (a "**Warrantholder**") shall have the right (a "**subscription right**") to subscribe in cash on 1 June and 1 December in each year from 2022 to 2028 (inclusive) (each such date being a "**Subscription Date**") for one Ordinary Share of £0.01 each in the capital of the Company (an "**Ordinary Share**") at the price of £1.10 per Ordinary Share (the "**subscription price**") payable in full in cash on subscription. The number and/or nominal value of Ordinary Shares to be subscribed pursuant to subscription rights and/or the subscription price will be subject to adjustment as provided in paragraph 4 below. Warrants registered in a Warrantholder's name will be evidenced by a Warrant certificate issued by the Company.
- 3.2 In order to exercise the subscription rights in whole or in part, in respect of Warrants held in certificated form on a Subscription Date, the Warrantholder must lodge the Warrant certificate(s), having completed the notice of exercise of subscription rights ("**Notice of Exercise**") thereon (or such other evidence as the directors of the Company for the time being (the "**Directors**") may reasonably require as proof of the title of the person exercising the subscription rights) at the office of the registrar for the time being of the Company (the "**Registrar**") on or within 28 days before the Subscription Date (but not later than 3.00 p.m. on the Subscription Date) (such notice referred to in these terms and conditions as a "**Certificated Subscription Notice**") accompanied by a remittance for the aggregate

amount payable on subscription for the Ordinary Shares arising on the exercise of the subscription rights. The Directors may at their discretion accept as valid notices of exercise of subscription rights which are received after the Subscription Date, provided they are accompanied by the correct remittance, as described above.

- 3.3 Once received by the Company, a Certificated Subscription Notice may not be withdrawn save with the consent of the Directors. The Directors may require, as a condition of exercise of any Warrants, that the beneficial owner of such Warrants certifies that such exercise is not by or on behalf of, or with a view to a transfer of the Ordinary Shares to which the Warrants relate to, a United States Person or delivers such other certifications as to nationality or residence as they deem necessary or desirable for the best interests of the Company. Exercising Warrantholders must also comply with any applicable legal requirements.
- 3.4 Not earlier than eight weeks nor later than six weeks before each Subscription Date, the Company shall give notice in writing to the holders of the outstanding Warrants reminding them of their subscription rights. Such notice may be in electronic form and may be by way of TISE announcement and/or may appear on the Company's website or on or through the Portfolio App. Failure by any holder to receive such notice shall not prejudice his rights, nor those of any other holder, to subscribe for Ordinary Shares pursuant to their Warrants.
- 3.5 Ordinary Shares issued pursuant to the exercise of subscription rights will be allotted to the person in whose name the Warrants are registered at the date of such exercise (and, if more than one, to the first named, which shall be sufficient despatch for all) or (subject as provided by law and to payment of stamp duty, stamp duty reserve tax or any like tax as may be applicable) to such other persons as may be named in the Certificated Subscription Notice not later than 14 days after, and with effect from, the Subscription Date. Unless the Directors otherwise determine, the Ordinary Shares issued pursuant to an exercise of subscription rights shall be allotted in certificated form.
- 3.6 Certificates for Ordinary Shares which are to be issued pursuant to an exercise of subscription rights will be issued free of charge and despatched (at the risk of the person(s) entitled thereto) not later than 28 days after the relevant Subscription Date to the person(s) to whom the Ordinary Shares have been allotted pursuant to paragraph 1.5 (or if more than one, to the first-named, which shall be sufficient despatch for all).
- 3.7 No fraction of an Ordinary Share will be issued on the exercise of any Warrant and no refund will be made to a Warrantholder in respect of that part of the relevant subscription moneys which represents such a fraction (if any), provided that if more than one Warrant is exercised at the same time by the same holder then, for the purposes of determining the number of Ordinary Shares issuable upon the exercise of such Warrants and whether (and, if so, what) fraction of an Ordinary Share arises, the number of Ordinary Shares arising on the exercise of each Warrant shall first be aggregated and, if practicable, sold in the market. The net proceeds of such sale will be paid to the Warrantholders in proportion to the fractions arising on exercise of their Warrants, save that amounts of less than £1 will be retained for the benefit of the Company.
- 3.8 Ordinary Shares allotted pursuant to the exercise of subscription rights will not rank for any dividends or other distributions declared, paid or made on the Ordinary Shares for which the record date is prior to the Subscription Date but, subject thereto, will rank in full for all dividends and other distributions in respect of the then current financial year thereafter and *pari passu* in all other respects with the Ordinary Shares in issue on the Subscription Date.
- 3.9 So long as the Company's Ordinary Shares are listed on the Official List of The International Stock Exchange ("**TISE**"), the Company will apply to TISE for the Ordinary Shares allotted

pursuant to any exercise of subscription rights to be listed on the Official List and the Company will use all reasonable endeavours to obtain such admission as soon as practicable and, in any event, not later than 14 days after the Subscription Date (or the date of allotment of Ordinary Shares if allotted otherwise than on the Subscription Date).

- 3.10 Within seven days following the final Subscription Date (being 1 December 2028) (the "**Final Subscription Date**") the Company may (but shall not be obliged to) appoint a trustee who, provided that in his or her opinion the net proceeds of sale after deduction of all costs and expenses incurred by him will exceed the costs of subscription, shall within the period of 14 days following the Final Subscription Date, either:
- (a) exercise all the subscription rights which shall not have been exercised on the terms on which the same could have been exercised on the Final Subscription Date and sell in the market the Ordinary Shares acquired on such subscription; or
 - (b) (if it appears to the trustee that doing so is likely to realise greater net proceeds for Warrantheolders) accept any offer available to Warrantheolders for the purchase of the Warrants.
- 3.11 The trustee shall distribute pro rata the proceeds less such subscription costs and such other costs and expenses to the persons entitled thereto at the risk of such persons within two months of the Final Subscription Date, provided that entitlements of under £1 shall be retained for the benefit of the Company. If the trustee shall not so exercise the subscription rights as aforesaid (and so that his decision in respect thereof shall be final and binding on all holders of outstanding Warrants), the outstanding Warrants shall lapse at the expiry of the period of 14 days following the Final Subscription Date.
- 3.12 The trustee referred to in paragraph 3.11 above shall have no liability of any nature whatsoever where he has acted honestly and reasonably and shall have no responsibility for the safe custody of, or to earn any interest on, any unpaid or unclaimed money.
- 3.13 The Warrants and the Ordinary Shares issuable on exercise of the Warrants have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction in the United States and the Company has not been and will not be registered under the Investment Company Act. Each Warrant certificate will bear a legend to the effect that the Warrants and the Ordinary Shares to be issued upon their exercise have not been and will not be so registered, and that the Warrants may not be exercised for cash in the United States unless registered under the Securities Act or an exemption from such registration requirements is available. Accordingly, if a Warrant is exercised for cash the exercise notice is required to contain, among other things, a representation and warranty by the person exercising the Subscription Rights that it is outside the United States in an "**offshore transaction**" within the meaning of Regulation S under the Securities Act, failing which the Company may refuse to authorise the issue of Ordinary Shares to such person, except in certain limited circumstances.
- 3.14 Shares that are issued pursuant to the exercise of Warrants shall be either:
- (a) issued to the nominee and credited to the register of beneficial owners if the Warrantheolder holds the Shares to which the Warrants originally relate by the Beneficial Ownership Route; or
 - (b) issued directly to the Warrantheolder if the Warrantheolder holds the Shares to which the Warrants originally relate directly,

subject in all cases to the discretion of the Directors to issue the Shares in a different form if the Directors consider it is in the best interests of the Company to do so.

4. ADJUSTMENTS OF SUBSCRIPTION RIGHTS

Immediately on:

- (a) any allotment of fully paid Ordinary Shares by way of capitalisation of profits or reserves to holders of Ordinary Shares on the register on a date (or by reference to a record date) on or before the Final Subscription Date; or
- (b) any sub-division or consolidation of the Ordinary Shares on a date (or by reference to a record date) on or before the Final Subscription Date,

the number and/or nominal value of Ordinary Shares to be subscribed on any subsequent exercise of subscription rights will be increased or, as the case may be, reduced in due proportion (fractions being ignored) and the subscription price will be adjusted accordingly, so as to maintain the same cost of exercising the subscription rights of each Warrantholder with effect from the record date for such capitalisation, sub-division or consolidation. Such adjustments shall be determined by the Directors and the auditors for the time being of the Company (the "**Auditors**") shall confirm that in their opinion the adjustments have been determined in all material respects in accordance with these terms and conditions. Within 28 days after the relevant event referred to in sub-paragraph 4(a) or subparagraph 4(b) above, notice of such adjustments will be given to each Warrantholder detailing the number of Ordinary Shares for which the Warrantholder is entitled to subscribe in consequence of any such adjustment where, in its discretion, the Company elects to give effect to such adjustment by the issue of additional Warrants (as opposed to an adjustment of the subscription terms of existing Warrants). Such additional subscription rights shall confer the same rights and privileges and be subject to the same restrictions and obligations as the subscription rights which subsist at the date of the relevant capitalisation, sub-division or consolidation subject to any adjustment to the subscription price which is made in pursuance of this paragraph 4. Holders of Warrants in certificated form at that time will also, if the Company considers it necessary or desirable, receive a new Warrant certificate in respect of such adjusted subscription rights.

5. OTHER PROVISIONS

So long as any subscription rights remain exercisable:

- 5.1 the Company shall not (except with the sanction of an extraordinary resolution of the Warranholders):
 - (a) issue securities by way of capitalisation of profits or reserves except fully paid Ordinary Shares issued to the holders of its Ordinary Shares; or
 - (b) on or by reference to a record date falling within the period of six weeks ending on each Subscription Date make any such allotment, sub-division or consolidation as is referred to in paragraph 4 (except by extending to Warranholders or procuring the extension to Warranholders of any such offer or invitation as may be made by a third party);
- 5.2 the Company shall not (except with the sanction of an extraordinary resolution of the Warranholders) in any way modify the rights attached to its existing Ordinary Shares as a class (but so that nothing herein shall restrict the right of the Company to increase or to consolidate or sub-divide its share capital), or create or issue any new class of share capital except for shares which, as compared with the rights attached to the existing Ordinary

Shares, carry rights which are not more advantageous as regards voting, dividend or return of capital. Notwithstanding the foregoing:

- (a) for so long as the Company has only one class of share capital, any modification of the rights of the Ordinary Shares is not to be regarded as a modification of the rights attached to the Ordinary Shares as a class; and
 - (b) any rights as regards return of capital shall not be regarded as more advantageous than those of the Ordinary Shares, if in either case such modification or the creation or issue of any such shares is made in connection with or in contemplation of a winding-up of the Company, provided that for the purposes of calculating the sum (if any) due to Warrantheolders under paragraph 3.10, the Directors shall have regard both to the rights of the Ordinary Shares immediately prior to such modifications and after such modification and to the amount which the Warrantheolder would have received had he been the holder of the Ordinary Shares to which he would have become entitled as provided in paragraph 3.10 and had he exercised any right of election conferred on such Ordinary Shares or the shares so created or issued;
- 5.3 the Company shall not issue any Ordinary Shares credited as fully paid by way of capitalisation of profits or reserves, if as a result, the Company would on any subsequent exercise of the subscription rights be obliged to issue Ordinary Shares at a discount to nominal value;
- 5.5 the Company shall not (except with the sanction of an extraordinary resolution of the Warrantheolders): (a) amend its Articles of Association so as to enable any distribution of capital profits or capital reserves (save as permitted by paragraph 5.1 above); or (b) (except as authorised by sections 610 to 614 (inclusive) or sections 684 to 721(inclusive) of the Companies Act 2006 or except for a reduction not involving any payment to Shareholders) reduce its share capital or any share premium account or capital redemption reserve, and for the avoidance of doubt, nothing in this paragraph 5.5 shall require the sanction of an extraordinary resolution of the Warrantheolders for the reduction of the Company's share premium account as contemplated by the Prospectus issued by the Company on or about the date of this Warrant Instrument;
- 5.6 the Company shall keep available for issue sufficient authorised but unissued share capital to satisfy in full all subscription rights remaining exercisable without the need for the passing of any further resolutions of Shareholders;
- 5.7 the Company shall not make any allotment of fully paid Ordinary Shares by way of capitalisation of capital profits or reserves unless at the date of such allotment the Directors have authority for the purposes of section 551 of the Companies Act 2006 to grant the additional rights to subscribe to which the Warrantheolders would by virtue of paragraph 4 be entitled in consequence of such capitalisation and section 561 of the Companies Act 2006 shall have been disapplied to the extent (if any) necessary to enable such grant;
- 5.8 if at any time the Company invites the holders of its Ordinary Shares to tender in aggregate more than 15 per cent. of the Company's Ordinary Shares then in issue for purchase by the Company, the Company shall simultaneously give notice thereof to the Warrantheolders and each Warrantheolder shall be entitled, at any time while such tender offer or invitation is open for acceptance, to exercise his or her subscription rights on the terms (subject to any adjustments pursuant to paragraph 4) on which the same could have been exercised if they had been exercisable on the day immediately preceding the record date for such tender offer or invitation and so as to take effect as if he had exercised his rights immediately prior to the record date of such tender offer or invitation;

- 5.9 subject to paragraph 5.8, if at any time an offer is made to all holders of Ordinary Shares (or all such holders other than the offeror and/or any company controlled by the offeror and/or persons acting in concert with the offeror) to acquire the whole or any part of the issued ordinary share capital of the Company (including but without limitation pursuant to a scheme of arrangement) and the Company becomes aware that as a result of such offer the right to cast a majority of the votes which may ordinarily be cast on a poll at a general meeting of the Company has or will become vested in the offeror and/or such companies or persons as aforesaid, the Company shall give notice to the Warrantheholders of such vesting within 14 days of its becoming so aware and each Warrantheholder shall be entitled, at any time within the period of 30 days immediately following the date of such notice, to exercise his subscription rights on the terms (subject to any adjustments pursuant to paragraph 4) on which the same could have been exercised if they had been exercisable on the day on which the Company shall become aware as aforesaid. If any part of the 30-day period referred to falls before a Subscription Date, the Warrants shall nevertheless be deemed to be exercisable during all of that period for the purposes of this paragraph 5.9 and if any part of such period falls after the Subscription Date, the Subscription Date shall be deemed to be the last business day of such 30-day period;
- 5.10 if any offer as is referred to in paragraph 5.9 above shall be made whereunder the consideration shall consist solely of the issue of ordinary shares of the offeror and the offeror shall make available an offer of warrants to subscribe for ordinary shares in the offeror in exchange for the Warrants which the financial advisers to the Company shall consider in their opinion (acting as experts and not as arbitrators) to be fair and reasonable (having regard to the terms of the offer and any other circumstances which may appear to the financial advisers to the Company to be relevant), then the Warrantheholders shall not be entitled to exercise their subscription rights on the basis referred to in paragraph 5.9 above and any Director shall be authorised as attorney for the Warrantheholders who have not accepted such offer of Warrants:
- (a) to execute a transfer thereof in favour of the offeror in consideration of the issue of warrants to subscribe for ordinary shares in the offeror as aforesaid whereupon all the Warrants shall lapse; and
 - (b) to do all such acts and things as may be necessary or appropriate in connection therewith,
- subject in the case of both (a) and (b) aforesaid to such offer becoming or being declared unconditional in all respects and the offeror being in a position compulsorily to acquire the whole of the issued ordinary share capital of the Company;
- 5.11 if an order is made or an effective resolution is passed for winding up the Company (except for the purposes of reconstruction, amalgamation or unitisation on terms sanctioned by an extraordinary resolution of the Warrantheholders), each Warrantheholder shall (if in such winding up and on the basis that all subscription rights then unexercised had been exercised in full and the subscription price therefor (taking account of any adjustments to the subscription price pursuant to paragraph 4), had been received in full by the Company there would be a surplus available for distribution amongst the holders of the Ordinary Shares, including for this purpose the Ordinary Shares which would arise on exercise of all the subscription rights (taking account of any adjustments to the subscription price pursuant to paragraph 4), which would on such basis exceed in respect of each Ordinary Share a sum equal to such subscription price) be treated as if immediately before the date of such order or resolution (as the case may be) his subscription rights had been exercisable and had been exercised in full on the terms (subject to any adjustments pursuant to paragraph 4) on which the same could have been exercised if they had been exercisable on the day immediately before the

date of such order or resolution (as the case may be) and shall accordingly be entitled to receive out of the assets available in the liquidation *pari passu* with the holders of Ordinary Shares such a sum as he would have received had he been the holder of the Ordinary Shares to which he would have become entitled by virtue of such subscription after deducting a sum per Ordinary Share equal to the subscription price (subject to any adjustments pursuant to paragraphs 4). If in connection with such winding up the members of the Company approve in accordance with its Articles of Association or section 110 of the Insolvency Act 1986:

- (a) a distribution of assets *in specie* to the members;
- (b) the vesting in trustees of the whole or any part of the assets of the Company on trust for the benefit of the members or any of them;
- (c) a transfer of the whole or part of the Company's business or property as is referred to in section 110 of the Insolvency Act 1986; or
- (d) any similar arrangement,

then for the purposes of this paragraph, the sum that the Warrantholder would have received had he been the holder of the Ordinary Shares to which he would have become entitled by virtue of such subscription shall be such sum as is determined by the Directors on such basis of valuation and valued at such date as the Directors determine with confirmation from the Auditors that each such determination is fair and reasonable. Subject to the foregoing, all subscription rights shall lapse on liquidation of the Company;

- 5.12 the Company shall not (except with the sanction of an extraordinary resolution of the Warrantholders) issue any further warrants or other rights to subscribe for, or convert any security into, Ordinary Shares or any class of share capital except for shares which, as compared with the rights attached to the existing Ordinary Shares, carry rights which are not more advantageous as regards voting, dividend or return of capital.

6. MODIFICATION OF RIGHTS AND MEETINGS

- 6.1 Subject to the existing rights of the holders of the Ordinary Shares, all or any of the rights for the time being attached to the Warrants may from time to time (whether or not the Company is being wound up) be altered or abrogated with the sanction of an extraordinary resolution of the Warrantholders. All the provisions of the Articles of Association for the time being of the Company as to general meetings shall *mutatis mutandis* apply as though the Warrants were a class of shares forming part of the capital of the Company but so that:
- (a) the necessary quorum shall be Warrantholders present in person or by proxy entitled to subscribe for one-third in nominal amount of the Ordinary Shares attributable to such outstanding Warrants;
 - (b) every Warrantholder present in person at any such meeting shall be entitled on a show of hands to one vote and every Warrantholder present in person or by proxy at any such meeting shall be entitled on a poll to one vote for each Ordinary Share for which he is entitled to subscribe;
 - (c) any Warrantholder present in person or by proxy may demand or join in demanding a poll; and
 - (d) at any adjourned meeting those Warrantholders present in person or by proxy shall be a quorum (whatever the number of Warrants held or represented by such Warrantholders).

- 6.2 Any such alteration or abrogation approved as aforesaid shall be effected by deed poll executed by the Company and expressed to be supplemental to the Warrant Instrument. Modifications to the Warrant Instrument which are of a formal, minor or technical nature, or made to correct a manifest error, and which do not adversely affect the interests of the Warrantheolders, may be effected without the sanction of an extraordinary resolution of the Warrantheolders by deed poll executed by the Company and expressed to be supplemental to the Warrant Instrument and notice of such alteration or abrogation or modification shall be given by the Company to the Warrantheolders.
- 6.3 The Company may, by resolution of the Directors and without the sanction of an extraordinary resolution of the Warrantheolders:
- (a) make such amendments to these terms and conditions as are necessary:
 - (i) for the Company to permit the holding of Warrants in uncertificated form and the transfer of title to the Warrants by means of a relevant system under the Regulations; and
 - (ii) to remove inconsistencies between these terms and conditions and the holding of Warrants in uncertificated form, the transfer of title to Warrants by means of a relevant system and the Regulations; and
 - (b) make such other amendments to these terms and conditions as the Directors consider desirable or expedient to facilitate the holding and transfer of Warrants in uncertificated form in CREST or any other relevant system, and the exercise of the rights attached to such Warrants within such relevant system.
- 6.7 The Company may, but shall not be bound to, make arrangements for the Warrants to become a participating security.

7. TRANSFER

Each Warrant held in certificated form will be registered and will be transferable in whole or in part by instrument of transfer in any usual or common form, or in any other form which may be approved by the Directors. No transfer of a right to subscribe for a fraction of an Ordinary Share may be effected. Subject as aforesaid in this paragraph, the provisions of the Articles of Association for the time being of the Company relating to the registration, transfer, compulsory transfer and transmission of Ordinary Shares and the issue and replacement of certificates shall apply *mutatis mutandis* to the Warrants.

8. PURCHASE OR SURRENDER OF WARRANTS

The Company and its subsidiaries shall have the right to purchase Warrants in the market or at any price by tender (available to all Warrantheolders alike) or by private treaty or otherwise and the Company may accept the surrender of a Warrant at any time. All Warrants so purchased or surrendered shall forthwith be cancelled and shall not be available for re-issue or re-sale.

9. GENERAL

- 9.1 The Register of Warrantheolders shall be maintained at all times in the United Kingdom.
- 9.2 The Company will concurrently with the issue of the same to the holders of its Ordinary Shares send to each Warrantheolder (or, in the case of joint holders, to the first named) a copy of each published annual report and accounts of the Company (or such abbreviated or summary financial statement sent to holders of Ordinary Shares in lieu thereof) together

with all documents required by law to be annexed thereto, and copies of all statements, notices, circulars and other documents issued by the Company to holders of Ordinary Shares.

- 9.3 For the purposes of these conditions, "**extraordinary resolution of the Warrantholders**" means a resolution proposed at a meeting of the Warrantholders duly convened and held and passed by a majority consisting of not less than three-fourths of the votes cast, whether on a show of hands or on a poll.
- 9.4 For the purposes of these terms and conditions:
- (a) "**Auditors**" means the auditors of the Company for the time being or such other firm of accountants as may from time to time be appointed by the Directors for these purposes;
 - (b) "**Business Day**" any day (excluding Saturday, Sunday and bank holidays) on which the banks are open for normal, non-automated banking business in London;
 - (c) "**financial year**" means the financial year of the Company as determined in accordance with the Companies Act 2006;
 - (d) "**United States Person**" means any person or entity defined as such in Rule 902(o) of the United States Securities Act 1933, as amended, and, without limiting the foregoing, includes any resident of the United States, or any corporation, partnership or other entity created or organised in or under the laws of the United States (including the estate of any such person, corporation or partnership created or organised in the United States); and
 - (e) "**United States**" mean the United States of America (including the States and District of Columbia), its territories, its possessions and other areas subject to its jurisdiction.
- 9.5 Any determination or adjustment made pursuant to these terms and conditions by the Directors or the Auditors shall be made by them as experts and not as arbitrators and any such determination or adjustment made by them shall be final and binding on the Company and each of the Warrantholders.
- 9.6 Any reference to a statutory provision shall include that provision as from time to time modified or re-enacted.
- 9.7 The provisions of the Company's Articles of Association as to notices to Shareholders and untraced members shall apply *mutatis mutandis* to notices to Warrantholders.
- 9.8 The Warrants shall be governed by, and construed in accordance with, English law.

PART 10: UK TAXATION

UNITED KINGDOM TAXATION OF SHAREHOLDERS AFTER ENTRY INTO THE REIT REGIME

1. INTRODUCTION

The statements set out below are intended only as a general guide to certain aspects of current UK tax law and HMRC published practice as at the date of this Prospectus and apply only to certain Shareholders resident for tax purposes in the UK (save where express reference is made to non-UK resident persons). The summary does not purport to be a complete analysis or listing of all the potential tax consequences of holding Shares.

The tax legislation of each prospective Shareholder's country of incorporation and of the United Kingdom may have an impact on the income received from the Shares. Prospective purchasers of Shares are advised to consult their own independent tax advisers concerning the consequences under UK tax law of the acquisition, ownership and disposition of Shares.

The following paragraphs relate only to certain limited aspects of the United Kingdom taxation treatment of PIDs and Non-PID Dividends (as described in this Part 10) paid by the Company, and to disposals of shares in the Company, in each case after the Company becomes a REIT. The statements are not applicable to all categories of Shareholders, and in particular are not addressed to:

- (a) Shareholders who do not hold their Shares as capital assets or investments or who are not the absolute beneficial owners of those shares or dividends in respect of those shares;
- (b) Shareholders who own (or are deemed to own) 10% or more of the share capital or of the voting power of the Company or are entitled to 10% or more of the Company's distributions;
- (c) Special classes of Shareholders such as dealers in securities, broker-dealers, insurance companies, trustees of certain trusts and investment companies;
- (d) Shareholders who hold Shares as part of hedging or commercial transactions;
- (e) Shareholders who hold Shares in connection with a trade, profession or vocation carried on in the UK (whether through a branch or agency or otherwise);
- (f) Shareholders who hold Shares acquired by reason of their employment;
- (g) Shareholders who hold Shares in a personal equity plan or an individual savings account; or
- (h) Shareholders who are not resident in the UK for tax purposes (save where express reference is made to non-UK resident Shareholders).

2. UK TAXATION OF PIDS

2.1 UK taxation of Shareholders who are individuals

Subject to certain exceptions, a PID will generally be treated in the hands of Shareholders who are individuals as the profit of a single UK property business (as defined in Part 3 of the Income Tax (Trading and Other Income) Act 2005). A PID is, together with any property income distribution from any other company to which Part 12 of the CTA 2010 applies, treated as a separate UK property business. Income from any other UK property business (a **"different UK property**

business") carried on by the relevant Shareholder must be accounted for separately. This means that any surplus expenses from a Shareholder's different UK property business cannot be offset against a PID as part of a single calculation of the profits of the Shareholder's UK property business. A Shareholder who is subject to income tax at the basic rate will be liable to pay income tax at 20% on the PID. Higher rate taxpayers will be subject to tax at 40%. and additional rate taxpayers at 45%.

Credit will be available in respect of the basic rate tax withheld by the Company (where required) on the PID.

Please see also "**Withholding tax and PIDs**" below.

2.2 UK taxation of UK tax resident corporate Shareholders

Subject to certain exceptions, a PID will generally be treated in the hands of Shareholders who are within the charge to corporation tax as profit of a property business (as defined in Part 4 of CTA 2009) ("**Part 4 property business**"). A PID is, together with any property income distribution from any other company to which Part 12 of the CTA 2010 applies, treated as a separate Part 4 property business. Income from any other Part 4 property business (a "**different Part 4 property business**") carried on by the relevant Shareholder must be accounted for separately. This means that any surplus expenses from a Shareholder's different Part 4 property business cannot be offset against a PID as part of a single calculation of the Shareholder's property business profits.

The main rate of UK corporation tax on such profit is currently 19%. This will increase to 25% from April 2023.

Please see also "**Withholding tax and PIDs**" below.

2.3 UK taxation of Shareholders who are not resident for tax purposes in the UK

Where a Shareholder who is resident for tax purposes outside the UK receives a PID, the PID will generally be chargeable to UK income tax as profit of a UK property business and this tax will generally be collected by way of a withholding tax. Under Section 548(7) of the CTA 2010, this income is expressly not non-resident landlord income for the purposes of regulations under section 971 of the Income Tax Act 2007.

Prospective non-UK tax resident Shareholders should consult their own professional advisers on the implications in the relevant jurisdictions of any non-UK implications of receiving PIDs.

Please see also "Withholding tax and PIDs" below.

3. WITHHOLDING TAX AND PIDS

3.1 General

Subject to certain exceptions summarised below, the Company is required to withhold income tax at source at the basic rate (currently 20%.) from its PIDs (whether paid in cash or in the form of a stock dividend). The Company will provide Shareholders with a certificate setting out the gross amount of the PID, the amount of tax withheld, and the net amount of the PID.

3.2 Shareholders solely resident in the UK

Where tax has been withheld at source, Shareholders who are individuals may, depending on their particular circumstances, be liable to further tax on their PID at their applicable marginal rate, incur no further liability on their PID, or be entitled to claim repayment of some or all of the tax withheld on their PID. Shareholders who are corporate entities will generally be liable to pay corporation

tax on their PID and if (exceptionally) income tax is withheld at source, the tax withheld can be set against their liability to corporation tax in the accounting period in which the PID is received.

3.3 Shareholders who are not resident for tax purposes in the UK

It is not possible for a Shareholder to make a claim under a double taxation convention for a PID to be paid by the Company gross or at a reduced rate. The right of a Shareholder to claim repayment of any part of the tax withheld from a PID will depend on the existence and terms of any double taxation convention between the UK and the country in which the Shareholder is resident. Shareholders who are not resident for tax purposes in the UK should obtain their own tax advice concerning tax liabilities on PIDs received from the Company.

3.4 Exceptions to requirement to withhold income tax

Shareholders should note that in certain circumstances the Company is not required to withhold income tax at source from a PID. These include where the Company reasonably believes that the person beneficially entitled to the PID is a company resident for tax purposes in the UK, or a company resident for tax purposes outside the UK with a permanent establishment in the UK which is required to bring the PID into account in computing its chargeable profits or certain charities. They also include, where the Company reasonably believes that the PID is paid to the scheme administrator of a registered pension scheme, the sub-scheme investment manager of certain pension sub-schemes, the account manager of an ISA, the plan manager of a Personal Equity Plan, or the account provider for a Child Trust Fund, in each case, provided the Company reasonably believes that the PID will be applied for the purposes of the relevant fund, scheme, account or plan.

In order to pay a PID without withholding tax, the Company will need to be satisfied that the Shareholder concerned is entitled to that treatment before paying any PID to such Shareholder. For that purpose, the Company will require such Shareholders to submit a valid claim form (copies of which may be obtained on request from the Registrars). Shareholders should note that the Company may seek recovery from Shareholders if the statements made in their claim form are incorrect and the Company suffers tax as a result. The Company will, in some circumstances, suffer tax if its reasonable belief as to the status of the Shareholder turns out to have been mistaken.

4. UK TAXATION OF NON-PID DIVIDENDS

Non-PID Dividends are treated in exactly the same way as dividends received from UK companies that are not REITs. The Company is not required to withhold tax when paying a Non-PID Dividend (whether in cash or in the form of a stock dividend).

4.1 UK taxation of Shareholders who are individuals

All Non-PID Dividends received by an individual Shareholder who is resident in the UK for tax purposes will be dividend income which will form part of that Shareholder's total income for income tax purposes and will constitute the top slice of that income. A nil rate of income tax will apply to the first £2,000 of taxable dividend income received by that Shareholder in tax year commencing 6 April 2022 and in subsequent tax years.

Where an individual Shareholder's total dividend income is above that nil rate dividend allowance, that individual Shareholder will not be subject to tax on dividend income above the nil rate dividend allowance to the extent that, treating that dividend income as the top slice of the Shareholder's income, that income would be within that Shareholder's personal allowance (if applicable). Any amount in excess of the nil rate allowance and the personal allowance (if applicable) will be taxed at the relevant rate, treating such an amount as the top slice of the Shareholder's income (subject

to the most beneficial allocation of the personal allowance (if applicable)). The dividend tax rates are 8.75% to the extent that the excess amount falls within the basic rate tax band, 33.75% to the extent that the excess amount falls within the higher rate tax band and 39.35% to the extent that the excess amount falls within the additional rate tax band.

4.2 UK taxation of UK resident corporate Shareholders

Shareholders who are within the charge to UK corporation tax will be subject to corporation tax on Non-PID Dividends paid by the Company, unless the Non-PID Dividends fall within an exempt class and certain other conditions are met. Whether an exempt class applies and whether the other conditions are met will depend on the circumstances of the particular Shareholder, although it is expected that the Non-PID Dividends paid by the Company would normally be exempt.

4.3 Taxation of Shareholders who are not resident in the UK for tax purposes

Shareholders who are resident outside the UK for tax purposes will not generally be subject to UK tax on Non-PID Dividends received from the Company. However, a Shareholder resident outside the UK may be subject to foreign taxation on dividend income under local law. Shareholders who are not resident for tax purposes in the UK should obtain their own tax advice concerning their tax position on Non-PID Dividends received from the Company.

5. UK TAXATION OF CHARGEABLE GAINS IN RESPECT OF SHARES IN THE COMPANY

For the purpose of UK tax on chargeable gains, the amount paid by a Shareholder for Shares will constitute the base cost of his holding. If a Shareholder disposes of all or some of his Shares, a liability to tax on chargeable gains may arise. This will depend on the base cost which can be allocated against the proceeds, incidental costs of acquisition and disposal, the Shareholder's circumstances and any reliefs or annual exempt amount to which they are entitled.

5.1 UK taxation of Shareholders who are UK tax resident individuals

Subject to the availability of any exemptions, reliefs or allowable losses and/or the annual exempt amount (£12,300 for individuals for the year beginning 6 April 2022), a gain on disposal of Shares by individuals, trustees and personal representatives will generally be subject to capital gains tax at the applicable rate (the current rate being 10% for basic rate taxpayers or 20% for higher or additional rate taxpayers).

5.2 UK taxation of UK tax resident corporate Shareholders

Subject to the availability of any exemptions, reliefs and/or allowable losses, a gain on disposal of Shares by a Shareholder within the charge to UK corporation tax will generally be subject to corporation tax at the current rate of 19% (increasing to 25% from April 2023).

5.3 UK taxation of Shareholders who are not resident in the UK for tax purposes

Following the enactment of the Finance Bill 2019, capital gains tax and corporation tax was extended to gains realised by all non-residents on disposals of all UK real estate, including certain indirect disposals (including shares in REITs). As a result, Shareholders who are not resident in the UK for tax purposes will be liable to UK capital gains tax (if they are individuals) or UK corporation tax (if they are corporates) on chargeable gains arising on the sale or other disposal of their Shares.

Non-resident individuals who sell or dispose of their Shares on which chargeable gains have arisen must deliver a return and pay any tax due in respect of that sale or disposal to HMRC within 30 days following the sale or disposal. Non-resident corporates who sell or dispose of such Shares

must register for UK corporation tax within three months of the sale or disposal (unless they are already so registered) and submit a UK corporation tax return for the relevant period.

Shareholders who are resident for tax purposes outside the UK may be subject to foreign taxation on capital gains depending on their circumstances.

5.4 UK stamp duty and UK stamp duty reserve tax ("SDRT")

General

No UK stamp duty or stamp duty reserve tax will generally be payable on the issue, allotment and registration of the Shares. UK legislation provides for a 1.5% stamp duty or SDRT charge where Shares are transferred (in the case of stamp duty) or issued or transferred (in the case of SDRT) (i) to, or to a nominee or agent for, a person whose business is or includes the provision of clearance services or (ii) to, or to a nominee or agent for, a person whose business is or includes issuing depositary receipts. However, following litigation, HMRC have confirmed that they will no longer seek to apply the 1.5% SDRT charge on an issue of shares or securities into a clearance service or depositary receipt arrangement on the basis that the charge is not compatible with EU law. HMRC's view is that the 1.5% SDRT or stamp duty charge will continue to apply to transfers of shares or securities into a clearance service or depositary receipt arrangement unless they are an integral part of an issue of share capital.

Clearance services may opt, under certain conditions, for the normal rates of stamp duty or SDRT (being 0.5% of the amount or value of the consideration for the transfer) to apply to a transfer of shares into, and to transactions within, the service instead of the higher rate of 1.5% referred to above. If such an election is made then agreements to transfer Shares through the facilities of the relevant clearance service may be subject to SDRT at a rate of 0.5% of the amount or value of the consideration for the transfer, and certain exemptions from SDRT will not be available.

Transfers on sale of Shares will generally be subject to UK stamp duty at the rate of 0.5% of the amount or value of the consideration given for the transfer rounded up to the next £5.00. The purchaser is generally responsible for the stamp duty. An exemption from stamp duty will be available on an instrument transferring the Shares where the amount or value of the consideration is £1,000 or less, and it is certified on the instrument that the transaction effected by the instrument does not form part of a larger transaction or series of transactions for which the aggregate consideration exceeds £1,000. An agreement to transfer Shares will normally give rise to a charge to SDRT at the rate of 0.5% of the amount or value of the consideration payable for the transfer in money or money's worth. If a duly stamped transfer in respect of the agreement is produced within six years of the date on which the agreement is made (or, if the agreement is conditional, the date on which the agreement becomes unconditional), any SDRT paid is repayable, generally with interest, and otherwise the SDRT charge is cancelled. SDRT is, in general, payable by the purchaser.

Agreements to transfer Shares within the CREST system will generally be liable to SDRT at the rate of 0.5%, of the amount or value of the consideration payable. CREST is obliged to collect SDRT on relevant transactions settled within the CREST system. Deposits of Shares into CREST will not generally be subject to SDRT, unless the transfer into CREST is itself for consideration in money or money's worth.

Stamp Duty and SDRT on purchases and sales of Shares within the Portfolio App

The Portfolio App has been designed in order to facilitate investment in the Shares and to facilitate direct and indirect transfers and the buy-back (or buy-backs) of Shares. Any stamp duty/SDRT that arises in respect of indirect transfers and the buy-back (or buy-backs) of Shares will be settled

by the Company and/or the Investment Advisor (as applicable), and no amounts in respect of stamp duty/SDRT will be charged to incoming investors.

The Company reserves the right to deduct from the withdrawal proceeds an amount equal to the stamp duty/SDRT payable (the current rate of which is 0.5%) of the amounts being withdrawn in connection with the withdrawal transaction which will (if the Company so determines) be borne by the withdrawing Shareholder. Investors requesting a withdrawal will be notified of any deduction in respect of stamp duty/SDRT before a withdrawal request is processed.

5.5 ISAs AND SIPPs

It is expected that the Shares will be eligible for inclusion in ISAs and Investment-Regulated Pension Schemes including schemes formerly known as SIPPs (subject to the terms of the particular SIPP).

For the 2022/2023 tax year, ISAs will have a subscription limit of £20,000, all of which can be invested in stocks and shares. For individuals investing in the Shares via ISAs or SIPPs, these individuals are entitled to receive any PIDs gross and will not be required to withhold tax at 20%.

Individuals wishing to invest in the Shares through ISAs should contact their professional advisers regarding their eligibility.

5.6 Information Reporting

The UK has entered into international agreements with a number of jurisdictions which provide for the exchange of information in order to combat tax evasion and improve tax compliance. The International Tax Compliance Regulations 2015 were enacted to meet the United Kingdom's obligations under legislation related to the US Foreign Account Tax Compliance Act ("FATCA"), the Common Reporting Standard ("CRS") developed by the OECD and the EU Directive on Administrative Cooperation in Tax Matters and other similar rules (together, "**Tax Information Reporting Rules**"). In accordance with applicable Tax Information Reporting Rules, the Company will be required to comply with certain due diligence and reporting requirements for the purposes of which the Company may, among other things, be required to collect and report to HMRC certain information regarding Shareholders and other account holders of the Company and HMRC may pass this information on to tax authorities in other jurisdictions in accordance with the relevant international agreements. Shareholders may be required to provide information to the Company to enable the Company to satisfy its obligations under the regulations.

PART 11:
FINANCIAL INFORMATION OF THE COMPANY

10. HISTORICAL FINANCIAL INFORMATION

The published annual report and audited financial statements (including the independent auditor's report) of the Group as at and for the period ended 31 March 2022 have been incorporated by reference in this Prospectus and include, on the pages specified in the table below, the following information:

Reference	Relevant Section	Page number(s)
<i>For the year ended 31 March 2022</i>		
2022 Annual Report	Chairman's Statement	08
2022 Annual Report	Fund Performance Measures	11
2022 Annual Report	Market Conditions and Outlook	12
2022 Annual Report	Property Review	14
2022 Annual Report	Investment Advisor's Report	24
2022 Annual Report	Directors' Report	44
2022 Annual Report	Independent Auditor's Report	68
2022 Annual Report	Consolidated Statement of Comprehensive Income	77
2022 Annual Report	Consolidated Statement of Financial Position	78
2022 Annual Report	Consolidated Statement of Changes in Equity	79
2022 Annual Report	Consolidated Statement of Cash Flows	80
2022 Annual Report	Notes to the Consolidated Financial Statements	81

11. SELECTED FINANCIAL AND OTHER INFORMATION

The following tables present selected financial and other information of the Group as at and for the period ended 31 March 2022 which has been extracted without material adjustment or derived from the 2022 Annual Report. Investors should read the whole of such report and not rely solely on the summarised information set out below:

Statement of Assets and Liabilities

**31 March
2022**

Total assets (£m)	11.301
Total liabilities (£m)	3.538
Net assets (£m)	7.763
Net assets per Ordinary Share (EPRA NRV) (p)	93.9
EPRA Earnings per Ordinary Share (EPRA Loss per Ordinary Share) (p)	(12.7p)

12. NO SIGNIFICANT CHANGE

Save for the (i) issue of 380,364 further Shares (including 15,500 issued to Property Hub Advisors Limited at a premium of £9.99 per share); (ii) the buy-back of 561,990 Shares into treasury at a price of £0.95 per share, there has been no significant change in the Group's financial position or financial performance since 31 March 2022, being the end of the last financial period for which the Group has published audited financial information.

13. CAPITALISATION AND INDEBTEDNESS

The following table shows the Group's unaudited gross indebtedness as at 31 May 2022.

	As at 31 May 2022
	£
Total Current Debt	
Guaranteed	Nil
Secured	Nil
Unguaranteed/Unsecured	Nil
Total Non-Current debt <i>(excluding current portion of long-term debt)</i>	
Guaranteed	Nil
Secured	(3,214,374)
Unguaranteed/unsecured	Nil

The following table shows the Group's unaudited capitalisation as at 31 May 2022

	As at 31 May 2022 £
Shareholders' equity	
Share capital	91,061
Other reserves	8,089,359
Total	8,180,420

Other than the buy-back of 561,990 Shares into treasury on 30 June 2022 at a price of £0.95 per Share there has been no material change in the capitalisation of the Group since 31 May 2022.

The following table shows the Group's unaudited net indebtedness as at 31 May 2022 (being the last date in respect of which unaudited indebtedness information on the Group is available):

Net indebtedness	
Cash	1,970,480
Cash equivalent	17,336
Trading securities	Nil
Cash and cash equivalents	1,987,816
Current financial receivables	2,242,948
Current Bank debt	Nil
Current portion of non current debt	Nil
Other current financial debt	Nil
Current Financial Debt	Nil
Net Current Financial Indebtedness	Nil
Non current Bank loans	(3,214,374)
Bonds Issued	Nil
Other non current loans	Nil
Non current Financial Indebtedness	(3,214,374)
Net Financial Indebtedness	1,016,390

The Group has no indirect or contingent indebtedness other than set out above.

14. WORKING CAPITAL

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

15. OPERATING AND FINANCIAL REVIEW

The 2022 Annual Report includes a description of the changes in the Company's financial condition (in both capital and revenue terms) and details of the Company's investment portfolio and performance for those periods in the sections and on the pages specified in the following table.

16. DOCUMENTS INCORPORATED BY REFERENCE

All of the 2022 Annual Report, including the financial statements shall be deemed to be incorporated in, and form part of, this Prospectus.

A copy of the 2022 Annual Report is available for inspection on the Company's website at <https://portfolio.co.uk/investor-centre>.

Unless it has been incorporated by reference into this document, as set out in this Part 11, neither the information on the Company's website (or any other website) nor the content of any website accessible from hyperlinks on the Company's website (or any other website) is incorporated into, or forms part of this document, or has been approved by the FCA. Investors should base their decision whether or not to invest in the New Ordinary Shares on the contents of this Prospectus alone.

PART 12: ADDITIONAL INFORMATION ON THE COMPANY

1. THE COMPANY

The Company is a closed-ended investment company and was incorporated in England and Wales on 15 December 2020 as a public limited company whose liability is limited by shares. The Company's registered office and principal place of business is at Clayton House 4th Floor, 59 Piccadilly, Manchester, United Kingdom, M1 2AQ (telephone number: 020 3350 1234). By virtue of being incorporated in the UK (and so long that it is not treated as resident elsewhere under the terms of a double tax treaty), the Company will be tax resident in the UK.

The principal legislation under which the Company was formed and now operates (and under which the Shares and Warrants are created) is the Act. The Company will operate in conformity with the Articles. The Shares will conform with the Act and the regulations made thereunder, will have all necessary statutory and other consents and are duly authorised according to the Articles.

Save for its compliance with the Act, the TISE Listing Rules, the UK AIFM Rules, the Prospectus Regulation Rules, and the Takeover Code, the Company is not an authorised or regulated entity. In particular, it is not a collective investment scheme under FSMA and therefore not regulated as such, although it is an AIF for the purposes of the UK AIFMD Laws.

On 3 February 2021, the Company was granted a trading certificate under section 761 of the Act enabling it to commence business and to exercise its borrowing powers.

The Company's accounting reference date is 31 March with the first accounting period ending 31 March 2022. The Company's first annual accounts were published on 28 June 2022. The Company has no employees.

The principal activity of the Company is that of a real estate investment trust investing in residential real estate and letting out its properties generally on an assured shorthold tenancy basis.

2. SHARE CAPITAL

On incorporation, the issued share capital of the Company was 50,000 Management Shares of £1 each and 100 Ordinary Shares of £0.01. The Ordinary Shares and Management Shares were subscribed for by The Property Hub Forum Limited. By special resolution of the founder Shareholder of the Company, passed on 3 March 2021, replacement articles of incorporation were adopted, which set out the restrictions on the types of investor that is eligible to be a Shareholder in the Company.

The Company cancelled the Management Shares on 28 May 2021.

By order of the Court dated 27 July 2021 the Company cancelled its share premium account, as was registered at Companies House on 30th July 2021.

The Company issued the following number of Ordinary Shares under its initial issuance programme and ongoing share issuances on the following dates:

<u>Date</u>	<u>Number of Ordinary Shares Issued</u>
25 March 2021	5,674,500
26 April 2021	111,111

27 May 2021	102,040
24 June 2021	51,547
26 July 2021	707,075
25 August 2021	66,329
24 September 2021	110,313
26 October 2021	252, 579
13 December 2021	790,707
24 January 2022	430,474
28 January 2022	61, 472
28 February 2022	101, 567
29 March 2022	265,913
3 May 2022	237,298
30 May 2022	143,066

Set out below is the issued share capital of the Company as at the date of this Prospectus:

	Nominal Value per Share	Number
<i>Ordinary Shares</i>	£0.01	9,106,091

The Ordinary Shares in issue as at the date of this Prospectus are fully paid up.

Assuming the Company issues the maximum number of 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:

	Nominal Value per Share	Number
Ordinary Shares	£0.01	209,106,091

All Ordinary Shares will be fully paid. The Company will not issue any Shares which are partly paid.

As at the date of this Prospectus the Company holds 561,990 of its Shares in treasury.

As at the date of this Prospectus:

- (a) other than in respect of the Warrants, no subscriptions, issues or options are to be given by the Company, or are already existing, in respect of any securities of the Company, including any that have a prior right over the Shares to a distribution of the profits or assets of the Company;
- (b) save in connection with the Issuance Programme or the Warrants, there are no acquisition rights and/or obligations over any of the Company's authorised but unissued capital and no undertakings to increase the Company's capital;

- (c) other than the Warrants, the Company does not have in issue any securities not representing share capital;
- (d) no Shares are held by or on behalf of the Company itself or by subsidiaries of the Company;
- (e) save in respect of the Warrants, no share or loan capital of the Company has been issued or has been agreed to be issued or proposed to be issued, 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 of any such capital;
- (f) the existing issued Shares have been issued and created in accordance with the Articles and the Companies Law; and
- (g) the Company has not granted any options over its share capital which remain outstanding and has not agreed, conditionally or unconditionally, to grant any such options and the Company has not issued any convertible securities, exchangeable securities or securities with warrants (other than the Warrants, details of which are set out below).

No Shares are currently in issue with a fixed date on which entitlement to a dividend arises or within a time limit after which entitlement to a dividend will lapse in accordance with the Articles and there are no arrangements in force whereby future dividends are waived or agreed to be waived.

No person has voting rights that differ from those of other Shareholders.

There are no pre-emption rights relating to the Shares in the Articles. Statutory pre-emption rights in the Act apply, save to the extent disapplied by the Shareholders as referred to in section 4(b) below or otherwise.

There are no restrictions on the free transferability of the Shares, subject to compliance with applicable securities laws and provisions in the Articles entitling the Board to decline to register certain transfers in a limited number of circumstances, such as where the transfer might cause the Company to be subject to or operate in accordance with ERISA and other US laws or where the transfer is to a Retail Investor.

The Company allocated Warrants to subscribe for Shares to 97 subscribers under the offer for subscription and issuance programme which closed on 3 March 2022, in the ratio of one Warrant to every five Shares subscribed in the Offer for Subscription. A total of 1,415,089 Warrants were issued. Following the cancellation of 111,111 Warrants, the Company currently has 96 warrant holders holding a total of 1,303,978 Warrants. Each Warrant entitles its holder to subscribe for Shares at a subscription price of £1.10 (being a 10% premium to the issue price under the original offer for subscription), from 2021 to 2028, in June and December of each year.

The Company intends, subject to the receipt of Shareholder and Warrantheholder consent at the AGM and a meeting of Warrantheholders respectively, to allocate warrants in the ratio of one Warrant to every five Shares subscribed for in the period from 4 March 2022 until the date of this Prospectus and to Shareholders who subscribe under Issuance Programme as described in this Prospectus. The Warrants will be in certificated form and will not be admitted to trading on the Official List of TISE or on any other stock exchange. Further details of the Warrants are set out in Section 6 of this Part 12 and in Part 9.

3. THE PARTNERSHIP

The Partnership was established on 4 February 2021 as a limited partnership under the Limited Partnerships Act 1907 and was registered at Companies House on 19 February 2021 with registered number LP021557. The principal place of business of the Partnership is at Clayton

House, 4th Floor, 59 Piccadilly, United Kingdom, M1 2AQ. The Partnership is governed by the amended and restated Limited Partnership Agreement dated on or around 4 March 2021 between the General Partner (a wholly-owned special purpose subsidiary of the Investment Advisor) as general partner and the Company as limited partner. Gallium Fund Solutions Limited acts as operator pursuant to the AIFM Agreement, the terms of which include the provision of services to the Partnership as operator. The management and operation of the Partnership on the intended basis may amount to the regulated activity of operating a collective investment scheme under UK legislation. In order to lawfully carry on a regulated activity in the UK a person must be authorised by the FCA to carry on the activity in question unless an exemption applies. As such the AIFM which has been authorised by the FCA to carry on, amongst other things, the regulated activity of operating a collective investment scheme has been appointed as operator of the Partnership.

Under the Limited Partnership Agreement, the General Partner is ultimately responsible for controlling the business and affairs of the Partnership, but it may delegate certain responsibilities to the Investment Advisor and Operator. The General Partner has the right to sign, and execute any deed or other document or do anything which the Investment Advisor may direct the Partnership to do (where such power has been delegated to the Investment Advisor) subject to the requirement to act in accordance with the investment policy and restrictions applying to the Company as set out in this Prospectus (or to appoint on behalf of the Partnership a person that is authorised by the FCA to so manage the assets of the Partnership).

The Limited Partnership Agreement provides that neither the General Partner, Investment Advisor or Operator will be liable for losses incurred by the Partnership or the Company (as limited partner) or any subsidiaries in the absence of gross negligence, fraud, gross professional misconduct, wilful misconduct, in its performance of its duties in relation to the Partnership or any holding company or any material breach of its obligations under the Limited Partnership Agreement, the Investment Advisory Agreement or any other governing agreement, or material violation of law by that person or associate. The General Partner, Investment Advisor, Operator, each officer, director, Shareholder, agent, partner, member or employee of any of them are entitled to be indemnified out of the Partnership assets against any and all liabilities, actions, proceedings, claims, costs, demands, damages and expenses (including reasonable legal fees) incurred or threatened by reason of their acting as such, subject to the same exceptions (and including relating to a material breach of the AIFM Agreement), or if in respect of the AIFM in its capacity as operator to the extent such indemnity would infringe any mandatory requirement under FSMA or the FCA Rules.

Under the Limited Partnership Agreement, the General Partner is entitled to distributions equal to the Base Priority Profit Share save that any such distributions to the General Partner under the Limited Partnership Agreement shall be offset against any payments in respect of the Base Fee to the Investment Advisor pursuant to the Investment Advisory Agreement.

The General Partner can be removed and replaced in certain circumstances such as its fraud, wilful default, gross negligence or reckless disregard for its obligations under the Limited Partnership Agreement, or if the Investment Advisory Agreement is terminated. On the retirement or replacement of Property Hub Advisors Limited as Investment Advisor. The terms upon which the Investment Advisory Agreement can be terminated and Property Hub Advisors Limited removed as Investment Advisor are described at paragraph 10 of this Part 12.

4. SHARE AUTHORITIES AND SHAREHOLDER RESOLUTIONS

Ordinary and special resolutions of the Company's sole Shareholder, were passed at a general meeting of the Company on 3 March 2021, at which the Directors obtained the following Shareholder authorities:

- (a) authority under section 551 of the Act for the Directors to allot Shares up to an aggregate nominal amount of £1,980,000 (for the purposes of the initial offer for subscription, issuance programme and Warrants issued under the 2021 Warrant Deed Poll);
- (b) authority under section 570 of the Act to allot Shares that are issued for the purposes of the Offer for Subscription, Issuance Programme and Warrants for cash on the basis that the statutory pre-emption rights in section 561 of the Act do not apply to such allotment; and
- (c) authority under section 701 of the Act conditional on Admission to make market purchases of Shares up to a maximum aggregate of 14.99% of the issued Shares following Admission subject to a minimum price of £0.01 and a maximum price (exclusive of expenses) of the higher of (i) 5% above the average of the mid-market values of the applicable class of Shares for the five business days before the purchase is made, or (ii) the higher of the price of the last independent trade and the highest current independent bid as stipulated by Regulatory Technical Standards adopted by the European Commission pursuant to Article 5(6) of MAR.

These authorities under (a) and (b) above expired on 4 March 2022 (except with respect to Shares issued pursuant to the Warrants, such power to apply until 31 December 2028), and the authority under (c) above will expire on the earlier of the conclusion of the Company's first annual general meeting and the date falling 18 months after 25 March 2021.

The sole member also approved the following resolutions at the meeting on 3 March 2021:

- (a) the adoption of the Articles in the form summarised in paragraph 5 of this Part 9 in substitution for and to the entire exclusion of the then existing articles of association;
- (b) conditional on Admission, the Directors' authority to offer a scrip dividend alternative to Shareholders in respect of any financial period ending on or before the first annual general meeting of the Company; and
- (c) conditional on Admission, the cancellation of amounts standing to the credit of the Company's share premium (in such amount as may stand at the time of the cancellation taking effect). The resolution was confirmed by the Companies Court on 30 July 2021 and registered with the Registrar of Companies in England & Wales on 12 August 2021.

The Company may, where the Directors consider it appropriate, use the reserve created by the cancellation of its share premium account to pay dividends.

Ordinary and Special resolutions of the Company's Shareholders, were passed at a general meeting of the Company on 3 March 2022, at which the Directors obtained the following Shareholder authorities:

- (a) authority under section 551 of the Act for the Directors to allot Shares up to an aggregate nominal amount of £2,000,000;
- (b) authority under section 570 of the Act to allot Shares that are issued for the purposes of the Issuance Programme for cash on the basis that the statutory pre-emption rights in section 561 of the Act do not apply to such allotment; and
- (c) authority to enter into a buy-back contract with Gallium Fund Solutions Limited pursuant to which the Company may buy-back up to 14.99% of the number of Shares in issue as at the date of the general meeting of the Company.

These authorities under (a) and (b) above shall expire 18 months from the date of the resolution, or on the date of the Company's annual general meeting held in 2023, and the authority under (c) above will expire on 2 March 2027.

The following ordinary and special resolutions have been proposed by the Company be voted on at the Annual General Meeting of the Company which is scheduled to be held on 2 August 2022:

- (a) authority for the Directors to offer a scrip dividend alternative to Shareholders in respect of any financial period ending on or before the 2023 annual general meeting of the Company;
- (b) the re-election of each of the Directors to their positions as non-executive Directors, as Chairman of the Board, and as Chair of the Audit Committee of the Company;
- (c) to receive, consider and adopt the Property Hub REIT plc Annual Report and Accounts including Auditor's Report, for the year to 31 March 2022;
- (d) authority under section 551 for Directors to allot Shares up to an aggregate nominal amount of £333,333 at a price of £1.10 per Share in accordance with the terms of the 2022 Warrant Deed Poll dated on or around the date of the AGM;
- (e) authority under section 570 of the Act to allot Shares that are issued for the purposes of the Warrant Instrument for cash on the basis that the statutory pre-emption rights in section 561 of the Act do not apply to such allotment; and
- (f) the amendment of the Articles of Association of the Company to allow the Directors to resolve to change the name of the Company.

The Company has also called a Warrantholder meeting, which is scheduled to be held on 2 August 2022 at which a resolution to propose the Company issuing new Warrants in accordance with the terms of the 2022 Warrant Deed Poll (as described in section 9 of this Prospectus) will be put to the Company's Warrantholders.

5. SUMMARY OF THE COMPANY'S ARTICLES

The objects for which the Company is established are unrestricted and the Company has the full power and authority to carry out any object not prohibited by law.

5.1 Voting rights

On a vote on a show of hands, each Shareholder present in person has one vote, each duly authorised representative if the Shareholder is a corporation has the same voting rights to which the corporation is entitled, each proxy who is appointed by one or more Shareholders has one vote, and each proxy who has been appointed by more than one Shareholder has one vote for and one vote against the resolution. On a vote on a poll each Shareholder present in person or by proxy or by a representative if a corporation has one vote for each share held by him.

In the case of joint holders, the vote of the person whose name appears first on the Register in respect of the share and who tenders a vote will be accepted to the exclusion of the vote(s) of the other joint holder(s).

A Shareholder is not entitled to vote at any general meeting unless all calls or other sums presently payable in respect of their shares have been paid or the Board otherwise decides.

5.2 General meetings

The Company must hold an annual general meeting within six months of the end of each financial year, in addition to any other general meetings held in the year.

The Company must give at least twenty-one clear days' notice of its annual general meeting. The Company must also give at least twenty-one clear days' notice of all its other general meetings unless the Company passes a special resolution reducing the period of notice to not less than fourteen clear days in which case the Company can then convene a general meeting by not less than fourteen clear days' notice.

The notice for any general meeting must contain prescribed information including on the ability to appoint a proxy, the procedures with which Shareholders must comply and the place, date and time of the meeting. The notice must specify a time by which a person must be entered on the register to have the right to attend or vote at the meeting and for the purpose of determining how many votes that person may cast.

All Shareholders are entitled to receive notice under the Articles, as are each Director and the Auditors.

The right of a Shareholder to participate in the business of any general meeting includes the right to speak, vote, be represented by a proxy or proxies and have access to all documents which the Act and the Articles require to be available at the meeting.

A general meeting cannot transact any business save for the appointment of a chair, unless a quorum is present. The quorum is two persons present, each of whom is a Shareholder or a proxy for a Shareholder or a representative of a Shareholder that is a corporation (including for this purpose two persons who are proxies or corporate representatives of the same Shareholder).

Each Director may attend and speak at any general meeting.

5.3 Dividends

General

Subject to applicable law, the Company may, by Ordinary Resolution, declare dividends to Shareholders in accordance with their respective rights, but no dividend may exceed the amount recommended by the Board.

Subject to applicable law, the Board may pay to the Shareholders interim dividends, or dividends payable at a fixed rate, if the Board considers that is justified by the Company's financial position.

Except as otherwise provided by the rights attached to shares or the terms of issue of on shares, a dividend must be declared, apportioned and paid pro rata according to the amounts paid up on the shares in respect of which the dividend is paid (and all of the Shares will be fully paid).

A resolution of the Company or Board to declare or pay a dividend may state that the dividend is payable to persons registered as Shareholders at the close of business on a particular date or time which may be a date or time before such resolution passed. Unless the resolution of the Company or Board or the terms of the share allotment specify otherwise, a dividend must be paid by reference to a Shareholder's holding of shares on the date of resolution or decision to declare or pay it. In practice, the Company expects to comply with The International Stock Exchange's timetable for dividends, including record dates. No dividend or other money payable in respect of a Share bears interest against the Company, unless otherwise provided by the rights attached to the Share.

If on three consecutive occasions (or one occasion if reasonable enquiries have failed to establish a new address or account for the recipient) a dividend cheque or warrant for the dividend is returned undelivered or left uncashed during the period for which it is valid, or payments to an account fail,

the Company can stop paying dividends until the Shareholder concerned requests dividend payments to recommence. The Board may invest or otherwise use for the Company's benefit any unclaimed dividend until it is claimed. If 12 years have passed from the date on which a dividend became due for payment and the intended recipient has not claimed it, such recipient is no longer entitled to it.

Scrip dividends

The Board may, if authorised by an Ordinary Resolution of the Company, offer Shareholders (excluding in respect of treasury shares) a scrip dividend under which the value of the shares to be allotted instead of any cash dividend is as near as possible to the cash amount (disregarding any tax credit) that the Shareholder elects not to receive by way of a cash dividend, but no greater than such cash amount. The Ordinary Resolution may specify a particular dividend or may specify all of the dividends declare within a specified period, but such period may not end later than five years after the date of the meeting at which the Ordinary Resolution is passed. The Board must decide the basis of allotment so that the value of the shares to be allotted instead of any cash dividend is as near as possible to the cash amount (disregarding any tax credit) that the Shareholder elects not to receive by way of a cash dividend, but no greater than such cash amount.

The Board must notify the Shareholders of the rights of election offered to them in respect of the scrip dividend and must specify the procedure to follow 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 will not be paid and instead further shares will be allotted in accordance with elections duly exercised and the Board must 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 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 make such exclusions from a scrip dividend offer as it may decide as a result of any legal or practical problems under, or expense incurred in connection with the laws of or the requirements of any regulatory authority or stock exchange in any territory.

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.

5.4 Return of capital

Each class of share is entitled to participate in a return of capital (other than on the redemption of redeemable shares or a purchase by the Company of its own shares). In the winding up of the Company (whether by voluntary liquidation or by the court) the liquidator may, with the authority of a Special Resolution and any other sanction required under applicable law, divide among the Shareholders (other than the Company in respect of treasury shares) in specie the whole or any part of the assets of the Company.

5.5 Transfer of Shares

Uncertificated Shares

The Articles provide that the Directors may implement such arrangements as they may think fit in order for any class of shares to be admitted to settlement by means of an Uncertificated System. If the Directors implement any such arrangements, no provision of the Articles shall apply or have effect to the extent that it is in any respect inconsistent with:

- the holding of shares of that class in uncertificated form;

- the transfer of title to shares of that class by means of the Uncertificated System; or
- the Uncertificated Securities Regulations.

Where any class of shares is for the time being admitted to settlement by means of an Uncertificated System such securities may be issued in uncertificated form in accordance with and subject as provided in the Uncertificated Securities Regulations. Unless the Directors otherwise determine such securities held by the same holder in both certificated form and uncertificated form shall be treated as separate holdings. Such securities may be changed from uncertificated to certificated form and from certificated to uncertificated form in accordance with and subject as provided in the Uncertificated Securities Regulations.

Title to such of the shares as are recorded on the register as being held in uncertificated form may be transferred only by means of an Uncertificated System.

Certificated Shares

Subject as provided below, any member may transfer all or any of his shares which are in certificated form by instrument of transfer in any usual form or in any other form which the Directors 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. The Directors may refuse to register any transfer of certificated shares unless (i) the instrument of transfer is duly stamped (if stampable) and lodged at the Company's registered office or another place as the Directors may determine accompanied by the relevant share certificate(s) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; (ii) is in respect of only one class of share; and (iii) is not in favour of more than four transferees. The Directors may refuse to register a transfer of any certificated share or (to the extent permitted) a share in uncertificated form which is not fully paid up.

The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine provided that such suspension shall not be for more than 30 days in any year except that, in respect of any shares which are participating shares in an Uncertificated System, the register of members shall not be closed without the consent of the relevant authorised operator. Any such suspension shall be communicated to the members, giving reasonable notice of such suspension by means of a TISE announcement.

The Board may, in their absolute discretion, refuse to register a transfer of any certificated share to a person that the Board have reason to believe is:

- a Retail Investor;
- an employee benefit plan (within the meaning of Section 3(3) of ERISA) that is subject to Part 4 of Title 1 of ERISA; or
- a plan, individual retirement account or other arrangement that is subject to Section 4975 of 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 which would 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 its investment manager (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; or

- an entity whose underlying assets are considered to include "plan assets" of any such plan, account or arrangement (each of (a), (b) and (c), a "**Plan**"); or
- any person in circumstances where the holding of shares by such person would: (i) give rise to an obligation on the Company to register as an "investment company" under the US Investment Company Act; (ii) preclude the Company from relying on the exception to the definition of investment company under Section 3(c)(7) of the Investment Company Act; (iii) require the Company to register under the Exchange Act, the Securities Act or similar legislation; (iv) result in the Company not being considered a "Foreign Private Issuer" as defined under Rule 3b-4(c) promulgated under the Exchange Act; (v) require the Company's investment manager or adviser to register as a commodity pool operator or commodity trading advisor under the US Commodity Exchange Act of 1974; (vi) cause the Company to be a "controlled foreign corporation" for the purposes of the US Internal Revenue Code, or to suffer any pecuniary disadvantage (including any excise tax, penalties or liabilities under ERISA or the US Internal Revenue Code); (vii) cause the Company to be a "controlled foreign corporation" for the purposes of the US Tax Code; or (viii) result in the Company or its investment manager or adviser becoming subject to any US law or regulation detrimental to it (each person within (d) a "**Prohibited US Person**").

Each person acquiring Shares will by virtue of such acquisition be deemed to have represented to the Company that they are not a Prohibited US Person and are not a Retail Investor.

The Directors shall give written notice to the holder of any share, including where held in uncertificated form, who they believe to be a Prohibited US Person or a Retail Investor requiring him within 30 days to (i) provide sufficient satisfactory documentary evidence that he is not a Prohibited US Person or a Retail Investor, or (ii) sell or transfer such share to another person qualified to own such shares so that it will cease to be held by a Prohibited US Person or a Retail Investor and to provide satisfactory evidence of such sale or transfer within those 30 days. From the date of such notice until registration of such sale or transfer, the Board may suspend, the exercise of any voting or consent rights, rights to receive notice of, or attend meetings of the Company, and rights to receive dividends or other distributions with respect to such shares. The relevant person must repay the Company any amounts distributed to it by the Company during the time such person held the shares. If the requirements are not satisfied within 30 days from the serving of the notice the shares will be deemed to have been forfeited in accordance with the Articles.

5.6 Variation of rights

Subject to applicable law, the rights attached to a class of shares may (unless otherwise provided by the terms of issue of shares of that class) be varied with the written consent of the holders of not less than three-fourths in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares) or with the sanction of a Special Resolution passed at a class meeting of such holders. The Shareholders may not call, or require the Board to call, such a class meeting. The quorum at any such meeting is two Shareholders of such class present in person or by proxy together holding or representing at least one-third in nominal value of the issued shares of that class (excluding any shares of that class held as treasury shares) and at an adjourned meeting the quorum is one holder present in person or by proxy, whatever the amount of his shareholding. Any holder of shares of the class in question present in person or by proxy may demand a poll. Every holder of shares of the class has, on a poll, one vote for every share of the class that they hold.

The rights attached to a class of shares are (unless otherwise expressly provided by the rights attached to those shares) deemed not to be varied by the creation or issue of further shares ranking

equally with or subsequent to them, but the creation or issue of further of shares ranking ahead of them may amount to a variation of class rights.

5.7 Share capital and changes in capital

Subject to applicable law, and without prejudice to any rights attached to any existing shares or class of shares, a share may be issued with such rights or restrictions as the Company may by Ordinary Resolution decide or otherwise as the Board may decide (provided there is no conflict with any other Shareholder resolution).

The Shares are not redeemable.

Subject to the Act and to any rights conferred on the holders of shares, there are no restrictions in the Articles on the purchase by the Company of all or any of its own shares.

The Articles do not impose any conditions governing changes in the capital of the Company which are more stringent than is required by law.

5.8 Restrictions on rights: failure to respond to a section 793 notice

If a Shareholder, or any other person appearing to be interested in shares held by that Shareholder, fails to provide the information requested in a notice given to them under section 793 of the Act by the Company in relation their interest in shares (the "default shares") within 14 days of the notice, or responds in a manner that is false or inadequate in some important way, the Company may restrict the rights relating to the default shares. The restrictions available are the suspension of the right to attend or vote (whether in person or by representative or proxy) at any Shareholders' meeting and, where the default shares represent at least 0.25% of the nominal value of their class (excluding treasury shares), are the withholding of any dividend payable in respect of those shares and the restriction of the transfer of those shares (subject to certain exceptions).

5.9 Non-UK Shareholders

A Shareholder who has no registered address in the UK is not entitled to have a document or other information sent or supplied to them by the Company unless he has notified the Company of any address in the UK at which documents or information in hard copy form may be sent to them, or he has agreed with the Board a method of electronic communications.

5.10 Untraced Shareholders

The Company may sell, in such manner as the Board decides at the best price reasonably obtainable, a share if during a period of 12 years the Company has paid at least three dividends in respect of the share and during that period no dividend cheque or warrant for such Shareholder has been cashed, the Company has at the end of the 12 year period given notice of its intention to sell the share by advertisement in a national newspaper in the UK and in the area of the Shareholder's last known address, and during the 12 year period until three months after the publication of the advertisement the Company has not received any communication from the Shareholder. The sale proceeds are forfeited and belong to the Company. The Company will not be liable for the sale proceeds to any person who would have been entitled to the shares by law. Proceeds may be applied for such good causes as decided by the Directors.

5.11 Borrowing powers

Subject to the Company's published Investment Policy from time to time, the Board may exercise all the Company's powers to borrow money on such terms as the Board decides and for any purpose to issue debentures and other securities and to mortgage or charge all or part of the undertaking, property and assets, or uncalled capital of the Company. The Directors must restrict

the Company's borrowings and exercise all voting and other rights and powers of control exercisable by the Company in relation to its subsidiary undertakings so as to secure that the Group's borrowings comply with applicable law, taking into account the Company's intended status as a REIT, and the Investment Policy.

5.12 Appointment and removal of Directors

Unless and until otherwise required by Ordinary Resolution of the Company, the Company must have at least two Directors (not including alternate Directors) and there is no maximum number of Directors. The Company may by Ordinary Resolution appoint a Director to fill a casual vacancy or as an additional Director. The Board may appoint a Director either to fill a vacancy or as an additional Director. Any person appointed as a Director by the other Directors is required to retire at the Company's next annual general meeting and is then be eligible for reappointment.

Subject to the Articles, at each annual general meeting, every Director must retire from office. A Director who retires at an annual general meeting may, if willing to continue to act, be elected or re-elected at that meeting. If they are elected or re-elected they are treated as continuing in office throughout. If they are not elected or re-elected, they remain in office until the end of the meeting or (if earlier) when a resolution is passed to appoint someone in their place. If no Directors are re-appointed, then two of the Directors who retired at the annual general meeting are deemed to continue as Directors until such time as a general meeting is held to appoint further Directors. Which Directors continue must be decided by ordinary resolution.

A Director may be appointed at a general meeting if he is (i) a Director retiring at that general meeting, (ii) recommended by the Board or (iii) proposed by a Shareholder in accordance with the Articles.

Directors may be removed by Ordinary Resolution and may also cease to be a Director following certain events such as personal insolvency or if he is absent from meetings of the Board for six consecutive months, regardless of whether their alternate attends, and the Board resolves to remove them from office. A Director may also be removed from office by a notice signed by all of the co-Directors to his or her last known address.

5.13 Remuneration of Directors

The non-executive Directors are entitled to be paid a fee for their services, and the Board is entitled to decide on the amount of the fee and the manner and timing of its payment, provided that the total fees payable to the non-executive Directors may not exceed £500,000 in each year or such higher amount as decided by the Company by Ordinary Resolution. The Board and a Director may agree that any fee payable may consist wholly or partly of payments by way of pension contributions or premiums to secure pension benefits. The Board may also decide to award extra fees to a Director who serves on a committee, acts as chairman or deputy chairman, devotes special attention to the Company's business, otherwise performs services which the Board decides are outside the scope of his ordinary duties or who goes or lives abroad in connection with the Company's business. A Director may also be paid reasonably and properly incurred travelling, hotel and other expenses relating to his duties.

5.14 Board meetings

The Board can decide the quorum for meetings of the Board, but it cannot be less than two Directors and/or alternates. Questions arising at a meeting are decided by a majority of votes. The chairman will have a casting vote at meetings.

The Board may authorise, to the fullest extent permitted by law, any matter proposed to them which would otherwise result in a Director breaching his or her duty to avoid a situation in which a Director

has, or can have, a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company and which can reasonably be regarded as likely to give rise to a conflict of interest, but the Director in question cannot vote on the matter or count in the quorum.

5.15 Directors' interests

Subject to applicable law and provided that he has declared the nature and extent of his or her interest in accordance with the procedures in the Articles, a Director may: (i) be a party to or otherwise interested in any transaction or arrangement with the Company or a company in which the Company is interested in; (ii) hold any other office or place of profit (except that of auditor) under the Company on such terms as the Board decides; (iii) act in a professional capacity for the Company other than as auditor on such terms as the Board decides; and (iv) be a director or other officer of, or employee, or holder of any other place of profit under, or member of, or act in a professional capacity to a body corporate or firm which the Company controls or in which it is interested.

5.16 Restrictions on voting

Subject to the Articles, a Director may not vote or count in the quorum in respect of a matter in which they have directly or indirectly an interest save where the matter falls into certain specified categories.

5.17 Indemnities

Subject to applicable law, the Company may indemnify any Director including an alternate director or former director, secretary or employee of the Company or of an associated company of the Company against each loss, cost and liability incurred in connection with their duties, powers or office.

The Company may also purchase and maintain insurance for such persons against such risks as described above.

5.18 Forfeiture of Shares

The provisions in the Articles as to forfeiture of shares apply where (i) a Shareholder fails to pay the amount called in respect of its shares in accordance with the Articles; (ii) a Shareholder believed by the Board to be a Prohibited US Person fails to provide the Board with satisfactory evidence to the contrary or to transfer its shares to a qualified person; and/or (iii) a Shareholder fails to furnish information, representations, certifications, waivers or forms as required for FATCA.

If a share is forfeited: (i) the Board must give notice of the forfeiture to the registered holder; (ii) the forfeited share becomes the Company's property; and (iii) for a period of three years starting the day before the day of forfeiture, the Company is entitled to sell, re-allot or otherwise dispose of the share on such terms and in such manner as the Board decides. The Board may cancel a forfeiture on such terms as it Board decides, at any time before sale, re-allotment or disposal. If after the period of three years the share has not been sold, re-allotted or otherwise disposed, the Board must cancel the share and comply with the Act.

A person whose share has been forfeited ceases to be a member of the Company but remains liable to the Company for all amounts (plus interest) payable by them to the Company at the date of forfeiture in respect of the share. At the time of forfeiture all interest in, claims and demands against the Company in respect of that share as well as other rights and liabilities connected to the share between such person and the Company will be cancelled.

5.19 FATCA

The Board has power and authority to take such necessary or desirable steps (in its reasonable opinion) as regards compliance with FATCA or the requirements of any similar laws or regulations to which the Company may be subject enacted from time to time by any other jurisdiction, including, conducting diligence on Shareholders and providing Company and Shareholder information to taxation authorities. Failure by a Shareholder to provide the Company with any information required in accordance with the Articles may result in withholding or deduction of any tax as required by applicable law or, if other actions would be insufficient to protect the Company, the forfeiture of such Shareholder's shares.

5.20 Substantial Shareholders

The Articles contain provisions relating to Substantial Shareholders. The Company will, following Admission, be a company to which Part 4 of the Finance Act 2006 applies (a REIT). Under the REIT Regime a tax charge may be levied on the Company if it makes a distribution to a company beneficially entitled (directly or indirectly) to 10% or more of the Shares or dividends of the Company or which controls (directly or indirectly) 10% or more of the voting rights of the Company. If, however, the Company has taken "reasonable steps" to prevent the possibility of such a distribution being made, then this tax charge may not arise. The Articles:

- (a) provide the Directors with powers to identify Substantial Shareholders (including giving notice to a Shareholder requiring him to provide such information as the Directors may require to establish whether or not he is a Substantial Shareholder);
- (b) provide the Directors with powers to prohibit the payment of dividends on Shares that form part of a Substantial Shareholding, if certain conditions are met;
- (c) allow dividends to be paid on Shares that form part of a Substantial Shareholding where the Shareholder has disposed of its rights to dividends on its Shares;
- (d) seek to ensure that if a dividend is paid on Shares that form part of a Substantial Shareholding and arrangements of the kind referred to in 4.15(c) are not met, the Substantial Shareholder concerned does not become beneficially entitled to that dividend; and
- (e) provide the Directors with powers if certain conditions are met, to require (1) a Substantial Shareholder; or (2) a Shareholder who has not complied with a notice served in accordance with the power referred to in 4.15(a); or (3) a Shareholder who has provided materially inaccurate or misleading information in relation to the Substantial Shareholder provisions of the Articles, to dispose of such number of their shares as the Directors may specify, or to take such other steps as will cause the Directors to believe the Shareholder is no longer a Substantial Shareholder. If the relevant Shareholder does not comply with such requirements, or if a distribution is paid on a Substantial Shareholding and a tax charge arises, the Directors may arrange for the Company to sell all or some of the shares that form part of the Substantial Shareholding (by such arrangements as the Directors deem appropriate).

In addition, the Articles require a Substantial Shareholder and any registered Shareholder holding Shares on behalf of a Substantial Shareholder to notify the Company if his Shares form part of a Substantial Shareholding. Such a notice must be given within two business days after the day on which that Shareholder becomes a Substantial Shareholder.

5.21 Miscellaneous

The Company may communicate electronically (including notices of meetings) with its Shareholders in accordance with the provisions of the Act and subject to obtaining consents from

Shareholders to electronic or website communications (and subject to such consents not being revoked).

The provisions of section 561 of the Act (which confer on Shareholders rights of pre-emption where shares are issued for cash) will apply to the extent not disapplied by a Special Resolution of the Company. In addition, the Directors may not allot shares except to the extent authorised by an Ordinary Resolution pursuant to section 551 of the Act.

There is nothing contained in the Articles which governs the ownership threshold above which member ownership must be disclosed. There are no provisions in the Articles which would have the effect of delaying, deferring or preventing a change of control of the Company.

Save as set out above, there are no provisions in the Articles or otherwise which give any person enhanced rights in the Company's profits.

The above is a summary only of certain provisions of the Articles, the full provisions of which are available for inspection as described in at the end of this Part 12 below.

6. WARRANTS

The Warrants have been constituted by (i) a separate deed poll of the Company dated on or around the date of this Prospectus (the "**2021 Warrant Deed Poll**") and (ii) subject to the receipt of the consent of the existing Warrantholders at a meeting of Warrantholders and to the consent of existing Shareholders at a meeting of the Shareholders which are expected to be held on 2 August 2022, a deed poll of the Company dated on or around the date of such consent (the "**2022 Warrant Deed Poll**").

The 1,415,089 Warrants were issued to subscribers under the Offer for Subscription and 2021 Issuance Programme. The Warrants issued subject to the 2021 Warrant Deed Poll were issued to subscribers in the ratio of one Warrant to every five Shares subscribed in the original Offer for Subscription, or the Issuance Programme (as set out in the 2021 Prospectus). Each Warrant entitles its holder to subscribe for Shares at a subscription price of £1.10, from 2021 to 2028, in June and December of each year. The Warrants are in certificated form and are not admitted to trading on the Official List of TISE or on any other stock exchange.

Any Warrants issued subject to the 2022 Warrant Deed Poll will be issued on substantially the same terms as those of the 2021 Warrant Deed Poll. The Warrants will be issued to subscribers who were issued Shares in the issues between 4 March 2022 and the date of this Prospectus and under each offer under the Issuance Programme.

The 2021 Warrant Deed Poll provides (and it is intended that the 2022 Warrant Deed Poll will provide) that the Warrants may be exercised on or within 28 days before each subscription date. Shares allotted pursuant to the exercise of subscription rights will not rank for any dividends or other distributions declared, paid or made on the Shares for which the record date is prior to the relevant subscription date but, subject thereto, will rank in full for all dividends and other distributions in respect of the then current financial year thereafter and *pari passu* in all other respects with the Shares in issue on the relevant subscription date.

The Warrants are freely transferable and are not stapled to the Shares subscribed under the Offer for Subscription or Issuance Programme (as applicable). The Warrants have no right to vote at any meetings of the Shareholders and do not entitle the Warrantholders to dividends or other distributions.

So long as the Company's ordinary share capital is listed on the Official List of the TISE, the Company will apply to TISE for the Shares allotted pursuant to any exercise of subscription rights to be admitted to the Official List of the TISE and the Company will use all reasonable endeavours

to obtain such admission as soon as practicable and, in any event, not later than 14 days after the relevant subscription date (or the date of allotment of Shares if allotted otherwise than on a subscription date).

Both the 2021 Warrant Deed Poll and the 2022 Warrant Deed Poll provides (or will provide) for certain adjustment to the subscription rights attaching to the Warrants if (*inter alia*) there are allotments of Shares by way of capitalisation issue or on the sub-division or consolidation of Shares, in order to ensure that the Warrantholders and the existing Shareholders are treated equitably and are not adversely affected by such action.

The 2021 Warrant Deed Poll and the 2022 Warrant Deed Poll contain certain other customary provisions to ensure that the rights of the Warrantholders are not prejudiced by corporate and other actions of the Company.

7. DIRECTORS' AND OTHER INTERESTS

7.1 Directors' remuneration

The Directors (all of whom will be non-executive) are entitled to be paid fees for their services, and the Board is entitled to decide on the amount, manner and timing of payment of the fees and the manner and timing of its payment, but the total fees payable to the non-executive Directors must not exceed £500,000 in each year or such higher amount as decided by the Company by Ordinary Resolution.

The Board may also decide to award extra fees to a Director who serves on a committee, acts as chairman or deputy chairman, devotes special attention to the Company's business, otherwise performs services which the Board decides are outside the scope of his or her ordinary duties or who goes or lives abroad in connection with the Company's business.

The annual remuneration paid to the Directors in respect of the financial period of the Company ending on 31 March 2022 comprised a total of £85,000 being initial fees of £18,000 per annum payable to each Director. The Chairman of the Audit Committee is entitled to an additional fee of £4,000 per annum. The Chair is entitled to an additional fee of £4,000 per annum.

The Directors in their capacity as directors of the Company are not eligible for bonuses, pension benefits, share options, long term incentive schemes or other benefits and so no amount has been set aside for any of these items. There is no amount set aside or accrued by the Company in respect of contingent or deferred compensation payments or any benefits in kind payable to the Directors in their capacity as directors of the Company.

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 2022 was £312.98.

The Directors, in their capacity as directors do not have any options over Shares.

7.2 Directors' contracts with the Company

The Directors have been appointed under letters of appointment with the Company dated 3 February 2021 and 10 February 2021 and do not have a service contract with the Company. Under the terms of their appointment by the Company, each Director is required to retire by rotation and seek re-election each year, and the Directors will do so at the date of the Company's 2022 AGM on 2 August 2022. Each Director's appointment under their respective letter of appointment is terminable by either party by giving three months' prior written notice, and no compensation or benefits are payable upon termination of office as a director of the Company becoming effective.

7.3 Non-Executive Directors' interests

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

Name	Number of Ordinary Shares held	Percentage of issued share capital
Stephen Vakil	50,505	0.6%

As at the date of this Prospectus the following Directors and their connected persons hold the following number of Warrants:

Name	Number of Warrants held
Stephen Vakil	10,101

There are no restrictions on disposal by the Directors within a certain period of time of their holdings in the Company's securities.

The Directors do not intend to subscribe (directly or indirectly) for any Shares under the first issue in the Issuance Programme. The Directors may subscribe for Shares pursuant to one or more subsequent Issues under the Issuance Programme, but do not intend to subscribe for more than five percent of the Shares offered under the Issuance Programme.

7.4 Directors' other interests

Details of those companies (other than the Company and its subsidiaries) and partnerships of which the Directors have been members of the administrative, management or supervisory bodies or partners at any time within the five years ending on 13 July 2022 (being the latest practicable date prior to publication of this Prospectus) are as follows:

Stephen Vakil

<i>Current Directorships and Partnerships</i>	<i>Past Directorships and Partnerships</i>
NB Distressed Debt Investment Fund Limited	Anley Capital Limited
Anley Advisory Limited	Anley Consultancy Limited

Mark Beddy

<i>Current Directorships and Partnerships</i>	<i>Past Directorships and Partnerships</i>
The British Council	Deloitte LLP
English Touring Opera	Deloitte NSE LLP
LSO Productions Limited	
Mark Beddy Limited	

Tim Downing

<i>Current Directorships and Partnerships</i>	<i>Past Directorships and Partnerships</i>
Pygott & Crone Comm Ltd	Full Gas Ltd
Pygott & Crone Holdings Ltd	
Pygott & Crone Estate Agents Ltd	
Pygott & Crone Agriculture Ltd	

Pygott & Crone Developments Ltd
Hemswell Court Ltd
Valecoast Ltd
Pygott & Crone Auctions Ltd
Pygott & Crone Legal Services Ltd
Stonebow Financial Services Ltd
Lives Charity
City Rigby Foundation
TWD Property Ltd

As at the date of this Prospectus none of the Directors:

- (a) has had any convictions in relation to fraudulent offences for at least the previous five years preceding the date of this Prospectus;
- (b) has been associated with any bankruptcies, receiverships, liquidations or administration when acting in the capacity of a member of the administrative, management or supervisory body or a partner of the companies and/or partnerships referred to in paragraph 7.4 above for the five years preceding the date of this Prospectus; or
- (c) has received any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies) or 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 preceding the date of this Prospectus (and for this purpose, "issuer" has the meaning given to it by PRR Appendix 1 to the Prospectus Regulation Rules).

Save as detailed in this paragraph 7 of Part 12 and paragraphs 4 and 5 of Part 5 of the Prospectus, as at the date of this Prospectus, there are no potential conflicts of interest between any duties of the Directors to the Company and their private interests and/or other duties. All of the Directors are independent of the AIFM and any other company or partnership in the same group of companies as the AIFM. There is no family relationship between the Directors.

8. RELATED PARTY TRANSACTIONS

As disclosed in TISE announcements dated 7 June 2022 and 30 June 2022, the Investment Advisor purchased has 15,500 Ordinary Shares at a price of £10.00 per share, the total value of the purchases was therefore £155,000.00. The Shares were issued at a premium of £9.99 per Share whereas all other Shares in the Company issued under the Company's previous share issuance programme, and between 4 March 2022 and the date of this Prospectus were issued at the prevailing NAV plus a 2% premium. The purchase of the Shares by the Investment Advisor were therefore accretive for the Company. The Ordinary Shares purchased by the Investment Advisor were admitted to TISE on 30 May 2022. The Ordinary Shares purchased benefit from no preferential rights or treatment. The Company retains the discretion to accept applications for Shares at a premium in the future.

Save for the entry into of the Investment Advisory Agreement, Property Management Agreement and Investment Platform Agreement each of which is described in paragraph 10 of this Part 12 the Company has not entered into any related party transaction at any time since incorporation.

9. MAJOR SHAREHOLDERS

As at the date of this Prospectus, other than as set out below, the Company is not aware of any persons who, following Admission will be directly or indirectly interested in 3% or more of the Company's issued share capital. No person has voting rights that differ from those of other Shareholders.

Name of Shareholder	No. of Shares	% of Shares in the Company before the Issuance Programme
Winterflood Nominees Limited	6,579,074	72.25
Colin McCrae	800,000	8.79

As at the date of this Prospectus, the Directors are not aware of any person who could, directly or indirectly, jointly or severally, own or exercise control over the Company or of any arrangements, the operation of which may result in a change of control of the Company.

10. MATERIAL CONTRACTS

The following are the only contracts (not being contracts entered into in the ordinary course of business) which as at the date of this Prospectus have been entered into by the Company or any member of its Group, and which are, or may be, material to the Company and/or the Group.

10.1 Investment Advisory Agreement

Property Hub Advisors Limited has been appointed to act as investment advisor to the Company, the Partnership and the AIFM under the Investment Advisory Agreement dated 4 March 2021, as amended on the 6 July 2022.

The services include investment advisory services to the Company, the Partnership and the AIFM including locating, evaluating and negotiating investment opportunities in real property for the Group and reviewing and monitoring investment performance in accordance with the investment policy, subject to the overall control and supervision of the Directors and the AIFM. The Investment Advisor provides investment advice in relation to the purchases and disposals of assets and capital expenditure on the Property Portfolio as well as monitoring the Property Portfolio and the market as a whole and reporting to the Directors and the AIFM. The Investment Advisor also advises in relation to the Group's properties including good estate management, rent collection and monitoring the tenants and leasing arrangements with tenants.

The Investment Advisory Agreement incorporates a procedure to manage any conflicts of interest that may arise as a result of the performance by the Investment Advisor of its services under the Investment Advisory Agreement. In particular under the Investment Advisory Agreement, the Company will be entitled to a right of first refusal on properties identified by the Advisor as being both within the Company's Investment Policy and the investment strategy. At least once every calendar quarter, the Investment Advisor shall provide a report to the Board containing details of any property that falls within the parameters of the Investment Policy but not the investment strategy and that was acquired by any member of the Property Hub Group for themselves, or where the opportunity to acquire the property was offered to others. Such report shall detail all material financial, commercial and other terms in relation to such property.

The Investment Advisor provides company secretarial services to the Company as set out in the amendment agreement to the Investment Advisory Agreement dated 6 July 2022.

Under the Investment Advisory Agreement, the Investment Advisor is entitled to a fee equal to the Base Fee as described in detail in Part 6 of this Prospectus, save that any such payment of the Base Fee to the Investment Advisor under the Investment Advisory Agreement shall be offset against any payments in respect of the Base Priority Profit Share made to the General Partner pursuant to the Limited Partnership Agreement.

The Investment Advisor is also entitled to a fee of £20,000 per year for the Company in respect of the company secretarial services provided.

The Company can terminate the Investment Advisor's appointment on 24 months' notice, given at any time after the fifth anniversary of Initial Admission. The Investment Advisory Agreement may also be terminated earlier in certain circumstances, including unremedied material breach of the Investment Advisory Agreement or an insolvency event occurring in relation to one of the parties. The parties may agree to reduce the scope of the services provided from time to time.

The Property Hub Forum Limited has granted a worldwide, royalty fee, perpetual license for the use of the name "The Property Hub", such license shall terminate upon *inter alia*, the termination of the Investment Advisory Agreement if requested by the Investment Advisor.

The Company has given certain market standard indemnities to the Investment Advisor in respect of losses suffered by the Investment Advisor in the performance of its duties. The Investment Advisor benefits from customary limitation of liability provisions.

The Investment Advisory Agreement is governed by the laws of England and Wales.

10.2 Limited Partnership Agreement

A description of the terms of the Limited Partnership Agreement governing the Limited Partnership (of which the Company is the sole limited partner) is included at paragraph 3 of this Part 12 above.

10.3 Property Management Agreement

The Company entered into a Property Management Agreement dated 4 March 2021 with Property Hub Lets Limited which was novated to Portfolio Property Management and Lettings Limited (the "**Property Manager**") on 12 July 2022. The Property Management Agreement acts as a framework lettings management agreement under which the Property Manager will manage (and arrange lettings of) individual properties by entering into individual contracts with subsidiaries of the Company that will be established to own properties of the Group. The Property Manager has the right to sub-contract all or part of the services provided under the Property Management Agreement.

The agreement may be terminated in whole or in respect of any one or more properties by not less than 6 months' written notice, such notice expiring on or after the third anniversary of Initial Admission. The Property Management Agreement may also be terminated earlier in certain circumstances including unremedied material breach of the Property Management Agreement, or an insolvency event relating to one of the parties.

Portfolio Property Management and Lettings Limited is entitled to receive a property management fee and lettings management fee as described in detail in Part 6 of this Prospectus.

10.4 AIFM Agreement

The Company has entered into the AIFM Agreement dated 4 March 2021 with Gallium Fund Solutions Limited, which has been appointed as the Company's external non-EEA AIFM. The AIFM is responsible, among other, for the Company's risk and portfolio management in accordance with

the terms of the AIFM Agreement and for the management and operation of the Partnership and its investments.

The AIFM will act as the Company's alternative investment fund manager for the purposes of AIFMD. Pursuant to the Investment Advisory Agreement, the AIFM has delegated certain portfolio management functions to the Investment Advisor and receives advice in relation to the Property Portfolio from the Investment Advisor, but will maintain responsibility for implementing appropriate risk measurement and management standards and procedures for the Company, subject to the oversight of the Board.

The Company can terminate the AIFM's appointment on twelve months' notice expiring at any time on or after 18 months from Admission. The AIFM can terminate the AIFM Agreement upon six months' notice expiring at any time after 18 months from Admission. The AIFM Agreement may be terminated earlier in certain circumstances including material breach of the Agreement, or if the AIFM cease to be authorised under FSMA or permitted by the FCA to act as the manager of AIFs.

The AIFM Agreement may also be terminated with immediate effect if the Investment Advisory Agreement is terminated for whatever reason.

The Company has given certain market standard indemnities to the AIFM in respect of losses suffered by the AIFM in the performance of its duties and the AIFM benefits from customary limitation of liability provisions.

The AIFM Agreement is governed by the laws of England and Wales.

10.5 Depositary Agreement

The Company has entered into a Depositary Agreement dated 4 March 2021 pursuant to which the Company has appointed Gallium P E Depositary Limited as the Company's depositary for the purposes of the AIFMD.

The Depositary Agreement will continue until terminated by the Company following an initial period of two years, by six months prior written notice to the Depositary. The Company may also terminate the Depositary Agreement by notice in writing if the Depositary is fraudulent, or commits any material breach of the Depositary Agreement that has not been remedied within 30 days of notice or on the occurrence of certain insolvency events.

Company may also terminate the Depositary Agreement or if the Depositary ceases to be authorised to act as depositary.

The Depositary may terminate the Agreement by twelve months' prior written notice to the Company.

The Company has agreed to indemnify the Depositary and any of its affiliates (together with their members, directors, officers, agents, delegates, employees, partners of Shareholders) in respect of all losses suffered or incurred in in the proper execution or execution reasonably and in good faith of such person's powers, duties, authorities and discretion under the agreement other than as a result of the Depositary's failure to exercise due care and diligence in the discharge of the functions of such person in respect of the Company, or if any loss has arisen as a result of the fraud, negligence, bad faith or wilful misconduct of such person, or breach of the Depositary Agreement.

The Depositary Agreement is governed by the laws of England and Wales.

10.6 Administration Agreement

The Company has entered into the Administration Agreement dated 4 March 2021 with the Administrator. Under the Administration Agreement, the Administrator provides certain administrative services to the Company which includes reporting the Net Asset Value, treasury services, bookkeeping and accounts preparation, annual and interim financial reporting and Investor AML checks.

The Administration Agreement may be terminated by the Administrator on six months prior written notice and by the Company on six months prior written notice following an initial term of twelve months. The Administration Agreement may be immediately terminated by either party in certain circumstances such as insolvency proceedings, or a material breach which is not remedied (which shall include failure to satisfactorily comply with the Administrator's know your client procedures or due diligence requirements within a reasonable period from the date of request by the Administrator). The Administration Agreement contains customary indemnities from the Company in favour of the Administrator.

The Administration Agreement is governed by the laws of England and Wales.

10.7 Registrar Agreement

Pursuant to the Registrar Agreement dated 4 March 2021 between the Company and the Registrar, the Registrar has been appointed to act as the Company's registrar for the Ordinary Shares and Warrants.

The Registrar's appointment will continue unless it is terminated on six weeks' notice by either party.

The Registrar Agreement is governed by the laws of England and Wales.

10.8 Receiving Agent Agreement

Pursuant to the Receiving Agent Agreement dated 4 March 2021 between the Company and the Receiving Agent, the Receiving Agent agrees to provide receiving agent services to the Company in relation to the Issuance Programme.

10.9 Auditors

BDO LLP has been appointed to provide audit services to the Company under the terms of an agreement dated 2 November 2021. The terms under which they are appointed are the Auditors' standard terms for a listed company. The fees charged by the Auditors will 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.

All fees of the service providers above are exclusive of Value Added Tax which (if applicable) will be payable in addition to the fees above.

10.10 TISE Sponsorship Agreement

Pursuant to the TISE Sponsorship Agreement dated on or around 4 March 2021 between the Company and the TISE Sponsor whereby the TISE Sponsor was appointed to act as TISE listing sponsor to the Company.

TISE Sponsor has been appointed to provide guidance and advice in respect of preparing the application to list the Company's securities on TISE, to assist in ensuring that the Company has satisfied all relevant conditions for listing of the Shares and that the Directors understand the nature of their responsibilities and intend to honour their obligations under the TISE Listing Rules and to communicate with the Authority on all matters arising in connection with the continuing obligations

of the Company. The liability of the TISE Sponsor to the Company is limited and the Company indemnifies TISE Sponsor in relation to its role and Prospectus, except to the extent of the fraud, bad faith, wilful default or gross negligence of TISE Sponsor.

TISE Sponsorship Agreement may be terminated including by either party giving not less than twenty days' notice in writing, or such shorter period as may be agreed by the parties, or immediately upon the occurrence of certain events (including the insolvency of the Company, the Shares being suspended from dealing on TISE, or a party committing a material breach of the TISE Sponsorship Agreement which has not been remedied).

The TISE Sponsorship Agreement is governed and construed in accordance with the laws of the island of Jersey.

10.11 Investment Platform Agreement

The Company has entered into an agreement on 5 November 2021 (the "**Investment Platform Agreement**") with the AIFM and the Investment Advisor in relation to the operation of a direct promotion and distribution framework and trading facility in respect of the Company's Shares (the "Investment Platform").

The Investment Platform Agreement details the rights and responsibilities of the AIFM and the Investment Advisor in relation to the operation of the Investment Platform, and the transfer of certain rights and responsibilities from the AIFM to the Investment Advisor if and when the Investment Advisor obtains the necessary FCA authorisations and permissions to operate the Investment Platform. The Investment Platform Agreement also contains a licence for the Company to use the Investment Platform and associated intellectual property for such time as the Investment Advisor is the investment advisor to the Company under the Investment Advisory Agreement.

There are no fees payable by the Company under the Investment Platform Agreement, although the Company shall reimburse all third party costs and expenses reasonably and properly incurred by the AIFM and/or the Investment Advisor pursuant to carrying out their duties under the Investment Platform Agreement.

The Investment Platform Agreement is for a minimum period of nine months from the date of the Investment Platform Agreement (the "Initial Period") and will continue thereafter until terminated by any party in accordance with its terms. The Investment Platform Agreement may be terminated by any party on at least six months' notice given at any time, such notice not to expire before the end of the Initial Period. The Company may also terminate the Investment Platform Agreement immediately in certain circumstances such as the insolvency or revocation of any required FCA authorisation of the AIFM.

The Company has agreed to indemnify each of the AIFM, the Investment Advisor and their respective directors, officers or employees (the "IPA Indemnified Parties") against any and all loss, liability, actions, proceedings, claims, costs, demands or expenses (together, "IPA Losses") by reason of the relevant IPA Indemnified Party carrying out any of its duties under the Investment Platform Agreement, provided however that the IPA Indemnified Parties shall not be so indemnified with respect to their own taxation or any matter resulting from any IPA Indemnified Party's fraud, negligence, wilful misconduct, bad faith or disregard or breach of its obligations and duties in relation to the Company or from any breach of any duties and liabilities which any IPA Indemnified Party may have under the FCA Rules or any liabilities which any IPA Indemnified Party may have under FSMA.

The IPA Indemnified Parties benefit from customary limitation of liability provisions that provide that they will have no liability for any IPA Losses of the Company or any director or Shareholder of the Company arising in connection with any services to be performed under the Investment Platform

Agreement by any such IPA Indemnified Party, other than IPA Losses incurred as a result of (amongst other things) the Indemnified Party's fraud, fraudulent misrepresentation, negligence, wilful misconduct, or bad faith.

10.12 Share Buy-back contract

Pursuant to a contract dated 3 March 2022 the Gallium Fund Solutions Limited (acting in its capacity as custodian of Shares held through the Beneficial Ownership Route) shall direct the Nominee to sell the Shares held to the Company upon receipt of notice from the Company requesting such sale. All buy-backs will be undertaken at a price equal to the NAV per Share as at the most recent monthly issuance date of the Company, provided that if such buy-back will be undertaken at the NAV per Share at that date. The purpose of the Share-buy-back contract is to facilitate the ability of Shareholders to sell their Shares to the Company.

The Company reserves the right to deduct from the withdrawal proceeds an amount equal to the stamp duty/SDRT payable (the current rate of which is 0.5%) of the amounts being withdrawn in connection with the withdrawal transaction which will (if the Company so determines) be borne by the withdrawing Shareholder. Investors requesting a withdrawal will be notified of any deduction in respect of stamp duty/SDRT before a withdrawal request is processed.

11. AUDITORS

The financial years of the Company and the Partnership end on 31 March of each year. The Company and relevant subsidiaries have appointed BDO LLP as Auditor.

12. LITIGATION

There have been no governmental, legal or arbitration proceedings (including, in so far as the Company is aware, any governmental, legal or arbitration proceedings which are pending or threatened) during the period since the Company's incorporation on which may have, or have had in the recent past, a significant effect on the Company or the Group's financial position or profitability.

13. MANDATORY BIDS, SQUEEZE-OUT AND SELL-OUT RULES

13.1 Mandatory bids

The Company is subject to the provisions of the Takeover Code. Under Rule 9 of the Takeover Code, any person or group of persons acting in concert with each other which, taken together with shares already held by that person or group of persons, acquires 30% or more of the voting rights of a public company which is subject to the Takeover Code or holds not less than 30% but not more than 50% of the voting rights exercisable at a general meeting and acquires additional shares which increase the percentage of their voting rights, would normally be required to make a general offer in cash or with a cash alternative at the highest price paid within the preceding 12 months for all the remaining equity share capital of the Company.

Under Rule 37 of the Takeover Code, when a company purchases its own voting shares, a resulting increase in the percentage of voting rights carried by the shareholdings of any person or group of persons acting in concert will be treated as an acquisition for the purposes of Rule 9. Under note 1 to Rule 37, any person who, as a result of the company's repurchase, exceeds the limits under Rule 9 of the Takeover Code will not normally be obliged to make a mandatory offer unless that person is a director or is a person acting, or presumed to be acting, in concert with any of the directors (although the a proposed redemption in itself does not create a presumption that all the directors (or any two or more directors) are acting in concert). However, under note 2 to Rule 37, where a Shareholder has acquired shares at a time when it had reason to believe that a purchase by the company of its own voting shares may take place, an obligation to make a mandatory bid

under Rule 9 may arise in certain circumstances. The buy back by the Company of Shares could, therefore, have implications for Shareholders with significant shareholdings.

13.2 Squeeze-out

Under the Act, if an offeror was to acquire 90% of the issued Shares then, before the expiry of three (3) months from the last day on which such offer can be accepted, that offeror could compulsorily acquire the remaining 10%. It would do so by sending a notice to the holders of the outstanding shares within the aforementioned period, telling them that it will compulsorily acquire their shares and then, six (6) weeks later, it would execute a transfer of the outstanding shares in its favour and pay the consideration to the Company, which would hold the consideration on trust for such Shareholders. The consideration offered to the Shareholders whose shares are compulsorily acquired under the Act must (in general) be the same as the consideration that was available under the takeover offer.

13.3 Sell-out rules

The Act gives minority Shareholders in the Company a right to be bought out in certain circumstances by an offeror who has made a takeover offer. If a takeover offer related to all the Shares and, at any time before the end of the period within which the offer could be accepted, the offeror held or had agreed to acquire not less than 90% of the Shares, any holder of shares to which the offer relates who has not accepted the offer can require the offeror to acquire his shares. The offeror would be required to give any Shareholder notice of their right to be bought out within one (1) month of that right arising. The offeror may impose a time limit on the rights of minority Shareholders to be bought but that period cannot end less than three (3) months after the end of the acceptance period. If a Shareholder exercises its rights, the offeror is bound to acquire those shares on the terms of the offer or on such other terms as may be agreed.

13.4 Takeover bids

As at the date of this Prospectus, there have been no public takeover bids by third parties in respect of the Company's share capital since incorporation.

14. DISCLOSURES UNDER FUND 3.2.2 AND ARTICLE 23 OF THE EU AIFM DIRECTIVE

Under the EU Alternative Investment Fund Managers Directive (2011/61/EU) ("**AIFMD**") and the UK AIFM Laws, the Company is categorised as an alternative investment fund (AIF) and the AIFM as a non-EEA alternative investment fund manager (AIFM). The AIFM is therefore required to make available certain information to prospective investors prior to their investment in accordance with Article 23(1) and (2) of the AIFMD, pursuant to Article 42 of the AIFMD.

The conditions specified in Article 42(1)(a) of the AIFMD and FUND 3.3.2 include, inter alia, a requirement that the Company make certain specified disclosures to prospective investors prior to their investment in the Company, in accordance with Article 23 of the AIFMD. 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 Company of certain of these disclosures) are set out below.

1. Parts 1 and 4 of the Prospectus contain 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 the Investment Policy.
2. Part 1 and the section entitled "Risk Factors" of this Prospectus also contain a description of the circumstances in which the Group may use leverage, the types and sources of leverage permitted, restrictions on the use of leverage and the maximum level of leverage

which the Group is permitted to employ. There are no collateral or reuse arrangements in place.

3. The key risks associated with the investment strategy, objectives and techniques of this Company and with the use of leverage by the Group are contained in the section of the Prospectus entitled "Risk Factors".
4. The Company is not a fund of funds and so there is no master AIF for the purposes of the AIFMD.
5. A description of the main legal implications of the contractual relationship entered into for the purposes of investment in the Company, including information on jurisdiction and applicable law, is contained the terms and conditions of any offer which is available at <https://portfolio.co.uk/investor-centre> and Part 8 of the Prospectus. In particular, the Offer for Subscription and Issuance Programme are governed by English law and subject to the jurisdiction of English courts, the same law and jurisdiction under which the Company is established.
6. Details of the identities of the Company's AIFM, Investment Advisor and other service providers to the Company, their duties to the Company and investors' rights (exercised through the Company) are contained in Part 5 of the Prospectus, and paragraph 10 of Part 12 of the Prospectus.
7. To cover potential professional liability risks resulting from the activities it may carry out under AIFMD, the AIFM has appropriate insurance arrangements to cover potential liability risks arising from professional negligence in accordance with applicable rules.
8. The AIFM will delegate certain functions to the Investment Advisor under the Investment Advisory Agreement. Potential conflicts of interest are described in Part 5 of the Prospectus.
9. A description of the Company's valuation procedures and of the pricing methodology for valuing assets, which includes the methods that will be used in valuing hard-to-value assets, is contained in Part 1 of the Prospectus.
10. The Company is a closed-ended investment company and there are therefore no redemption rights in respect of the Shares. However, the Shares are to be admitted to trading on The International Stock Exchange, and (subject to the restrictions outlined in the Prospectus and Articles of Association on transfers to Retail Investors or Prohibited US Persons), will be freely transferable. As regards liquidity risk management, a description of the withdrawal and discount management mechanisms which may be employed by the Company is contained in Part 1 of the Prospectus, although it should be noted that the Directors' exercise of these rights is entirely discretionary.
11. A description of all fees, charges and expenses and of the maximum amounts thereof (to the extent that this can be assessed) which are borne by the Company and thus indirectly by investors is contained in Part 6 of the Prospectus.
12. All its Shares are to be admitted to the official list of The International Stock Exchange, the Company will be required to comply with (inter alia) the relevant provisions of the Takeover Code, which operate to ensure a fair treatment of investors. Investors who have invested £1,000,000 or more may receive the right to a fee rebate. Other than in respect to potential fee rebates no investor has obtained preferential treatment or the right to obtain preferential treatment.
13. the Company's interim results are available on the TISE webpage (www.tisegroup.com/market/securities/12712) and in the Annual Report which was

published on 28 June 2022 The Company's historical performance is described in these and its other financial statements, which are also available on the TISE website;

14. The procedure and conditions for the issue and sale of Shares is contained in Part 8 of this Prospectus.
15. The Company has not engaged the services of any prime broker.
16. The Company has appointed Gallium P E Depositary Limited as Depositary, and the Depositary is responsible for the safekeeping of the Company's assets, the monitoring the Company's cash and the oversight of the Company's operations in accordance with AIFMD.
17. The information required under paragraphs 4 and 5 of Article 23 of the AIFMD will be disclosed to investors in the Company's annual report.
18. If there are any material changes to any of the information referred to in this section, such changes will be notified in the Company's annual report in accordance with Article 23 of the AIFMD.

15. THIRD PARTY INFORMATION

Where information in this Prospectus has been sourced from third parties such information has been accurately reproduced and, as far as the Company is aware and is able to ascertain from information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The Valuer accepts responsibility for the information and opinions contained in the Valuation Report found in the Appendix to Part 2 of this Prospectus (the "**Valuation Report**") for the purposes of Prospectus Regulation Rule 5.3.2(2)(f). To the best of the Valuer's knowledge, the Valuation Report and any other information and opinions contained in this Prospectus related to or attributed to it are in accordance with the facts and this Prospectus does not omit anything likely to affect the import of such information or opinions.

16. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection during Business Hours on any weekday (Saturdays, Sundays and public holidays excepted) at the offices of Hogan Lovells International LLP at Atlantic House, Holborn Viaduct, London EC1A 2FG and at the Company's registered office until close of business on 13 July 2023 (being the last possible Admission date under the Issuance Programme) and shall be available on the Company's website at <https://portfolio.co.uk/investor-centre>:

- (a) the up to date Memorandum and Articles of Association; and
- (b) this Prospectus.

17. AVAILABILITY OF THE PROSPECTUS

In addition, copies of this Prospectus are available free of charge from the registered office of the Company and the offices of Hogan Lovells International LLP at Atlantic House, Holborn Viaduct, London EC1A 2FG. Copies of this Prospectus are also available for access at the National Storage Mechanism which is located at <http://www.morningstar.co.uk/uk/NSM> and the Company's website, <https://portfolio.co.uk/investor-centre>.

PART 13: THE REIT REGIME

1. THE UK REIT REGIME

The summary of the UK REIT Regime below is intended to be a general guide only and constitutes a high-level summary of the Company's understanding of certain aspects of current UK law and HMRC practice relating to the UK REIT Regime, each of which is subject to change, possibly with retrospective effect. It is not an exhaustive summary of all applicable legislation in relation to the REIT Regime. The UK REIT Regime was introduced by the UK Finance Act 2006 and subsequently re-written into Part 12 of the CTA 2010.

Investing in property through a UK taxable corporate investment vehicle has the disadvantage that, in comparison to a direct investment in property assets, some categories of Shareholder may effectively bear tax twice on the same income: first, indirectly, when the corporate investment vehicle pays direct tax on its profits, and secondly, directly (subject to any available exemption) when the Shareholder receives a dividend. UK non-tax paying entities, such as UK pension funds, bear tax indirectly when investing through a taxable closed-ended corporate vehicle that is not a REIT, which they would not suffer if they were to invest directly in the property assets.

As part of a group UK REIT, UK resident Group REIT members would no longer pay UK direct taxes on income and capital gains from their Qualifying Property Rental Businesses in the UK and elsewhere (and non-UK resident Group REIT members with a UK Qualifying Property Rental Business would no longer pay UK direct taxes on income and capital gains from their UK Qualifying Property Rental Businesses), provided that certain conditions are satisfied. Instead, distributions in respect of the tax-exempt Qualifying Property Rental Businesses will be treated for UK tax purposes as UK property income in the hands of Shareholders. Part 10 of this Prospectus contains further detail on the UK tax treatment of Shareholders in a REIT.

An exemption applies for REITs which means that a proportion of the gain arising on a disposal of shares benefits from the REIT Regime exemption. The proportion of the gain that is not subject to tax if a company is disposed of is A/B , where A is the value of that company's assets derived directly or indirectly from assets used for a UK Qualifying Property Rental Business and B is the total value of that company's assets. As such, a gain on a disposal of shares in a subsidiary whose sole activity is the carrying on of a UK property rental business, with all of its assets held for the purposes of that UK property rental business, should generally be treated as a gain arising from the REIT Group's Qualifying Property Rental Business and benefit in full from the exemption. Any such gains would be treated as exempt gains of the Qualifying Property Rental Business and would therefore be treated as a PID when paid to Shareholders and be subject to 20% withholding tax (subject to certain exceptions).

In addition, Group REIT members will remain subject to overseas direct taxes in respect of any property rental business carried on outside the UK, and UK and overseas direct taxes are still payable in respect of any income and gains from the Group REIT's businesses (generally including any property trading business) not included in the Qualifying Property Rental Business (the "**Residual Business**").

Whilst within the REIT Regime, the Qualifying Property Rental Business will be treated as a separate business for corporation tax purposes from the Residual Business and a loss incurred by the Qualifying Property Rental Business cannot be set off against profits of the Residual Business (and vice versa).

A dividend paid by the Company relating to profits or gains of the Qualifying Property Rental Business of the members of the Group is referred to as a PID. Other normal dividends paid by the Company (including dividends relating to the Residual Business) are referred to as Non-PID Dividends. Both PIDs and Non-PID Dividends may be satisfied by stock dividends.

In this Prospectus, references to a company's accounting period are to its accounting period for UK corporation tax purposes. This period can differ from a company's accounting period for other purposes.

2. QUALIFICATION AS A REIT

A group becomes a UK group REIT by the principal company serving notice on HMRC before the beginning of the first accounting period for which it wishes the group members to become a REIT. In order to qualify as a REIT, the Group REIT must satisfy certain conditions set out in the CTA 2010. A non-exhaustive summary of the material conditions is set out below. Broadly, the principal company must satisfy the conditions set out in the paragraphs entitled "**Company conditions**", "**Share capital restrictions**", "**Borrowing restrictions**", "**Financial Statements**" and "**Distribution condition**" below and the Group REIT as a whole must satisfy the conditions set out in the paragraph entitled "**Conditions for the Qualifying Property Rental Business (including the Balance of Business conditions)**".

2.1 Company conditions

The principal company must be solely UK resident for tax purposes, admitted to trading on a recognised stock exchange and it must not be an open-ended investment company. The principal company's shares must either be listed on a recognised stock exchange throughout each accounting period or traded on a recognised stock exchange in each accounting period (subject to certain relaxations for REITs which are 70% owned by qualifying institutional investors). This listing/traded requirement is relaxed in the Group REIT's first three accounting periods, but the Group REIT can benefit from this relaxation only once. The principal company must also not (apart from in circumstances where it is only a close company because it has as a participator an institutional investor as defined in section 528(4A) of the CTA 2010 (which, for these purposes, also includes UK REITs and overseas entities that are equivalent to UK REITs)) be a "**close company**" (as defined in section 439 of the CTA 2010 as adapted by section 528(5) of the CTA 2010) (the "**close company condition**"). In summary, the close company condition amounts to a requirement that the company cannot be under the control of 5 or fewer participators, or of participators who are directors (and participators for these purposes is defined in section 454 of the CTA 2010), subject to certain exceptions. The close company condition is relaxed for the Group REIT's first three years.

2.2 Share capital restrictions

The principal company must have only one class of ordinary share in issue. The only other shares it may issue are non-voting restricted preference shares, including shares which would be restricted preference shares but for the fact that they carry a right of conversion into shares or securities in the Company.

2.3 Borrowing restrictions

The principal company must not be party to any loan in respect of which the lender is entitled to interest which exceeds a reasonable commercial return on the consideration lent or where the interest depends to any extent on the results of any of its business or on the value of any of its assets (subject to exceptions). In addition, the amount repayable must either not exceed the amount lent or must be reasonably comparable with the amount generally repayable (in respect of an equal amount lent) under the terms of issue of securities listed on a recognised stock exchange.

2.4 Financial Statements

The principal company must prepare financial statements (the "**Financial Statements**") in accordance with statutory requirements set out in Sections 532 and 533 of the CTA 2010 and

submit these to HMRC. In particular, the Financial Statements must contain the information about the Qualifying Property Rental Business and the Residual Business separately.

2.5 Conditions for the Qualifying Property Rental Business (including the Balance of Business conditions)

The Group REIT must satisfy, amongst other things, the following conditions in respect of each accounting period during which the Group REIT is to be treated as a REIT:

- (a) the Qualifying Property Rental Business must throughout the accounting period involve at least three properties;
- (b) throughout the accounting period no one property may represent more than 40% of the total value of the properties involved in the Qualifying Property Rental Business. Assets must be valued in accordance with international accounting standards and at fair value when international accounting standards offers a choice between a cost basis and a fair value basis;
- (c) the income profits arising from the Qualifying Property Rental Business must represent at least 75% of the Group REIT's total income profits for the accounting period (the **"75%profits condition"**). Profits for this purpose means profits calculated in accordance with international accounting standards (with fair value of assets), before deduction of tax and excluding, broadly, gains and losses on the disposal of property and gains and losses on the revaluation of properties, and certain exceptional items; and
- (d) at the beginning of the accounting period the value of the assets in the Qualifying Property Rental Business must represent at least 75% of the total value of assets held by the Group REIT (the **"75% assets condition"**). Cash held on deposit and gilts are included in the value of the assets relating to the Qualifying Property Rental Business for the purpose of meeting this condition.

In addition, the Qualifying Property Rental Business does not include any property which is classified as owner-occupied in accordance with generally accepted accounting practice (subject to certain exceptions).

2.6 Distribution condition

The principal company of the REIT (which, for the purposes of this Part, will be the Company) will be required (to the extent permitted by law) to distribute to Shareholders (by way of cash or stock dividend), on or before the filing date for the principal company's tax return for the accounting period in question, at least 90% of the income profits (broadly, calculated using normal UK corporation tax rules) of the UK resident members of the Group REIT in respect of their Qualifying Property Rental Business and of the non-UK resident members of the Group REIT insofar as they are derived from their UK Qualifying Property Rental Business arising in each accounting period (the **"90% distribution condition"**). In addition, the principal company of a REIT will be required to distribute 100% of the PIDs received by the REIT from its investment in other UK REITs. Failure to meet this requirement will result in a tax charge calculated by reference to the extent of the failure, although in certain circumstances where the profits of the period are increased from the amount originally shown in the Financial Statements delivered to HMRC, this charge can be mitigated if an additional dividend is paid within a specified period which brings the amount of profits distributed up to the required level. For the purpose of satisfying the distribution condition, any dividend withheld in order to comply with the 10% rule (as described below) will be treated as having been paid.

3. INVESTMENT IN OTHER REITS

A distribution of profits or gains of the Qualifying Property Rental Business of one REIT to another REIT is exempt from UK corporation tax. The investment by one REIT in another REIT will effectively be treated as a Qualifying Property Rental Business asset for the purposes of the 75% assets condition.

4. EFFECT OF BECOMING A REIT

4.1 Tax exemption

- (a) As a REIT, the Group REIT will not pay UK corporation tax on profits and gains from the Qualifying Property Rental Business. Corporation tax will still apply in the normal way in respect of the Residual Business.
- (b) Corporation tax could also be payable were the shares in a member of the Group REIT to be sold (as opposed to property involved in the Qualifying Property Rental Business). However, relief is available for the proportion of any gain that relates to the value of that member's assets used for a UK Qualifying Property Rental Business compared to its total assets. The Group REIT will also continue to pay all other applicable taxes including VAT, stamp duty land tax, stamp duty, PAYE, rates and national insurance contributions in the normal way.

4.2 Dividends

- (a) When the principal company of a REIT pays a dividend, that dividend will be a PID to the extent necessary to satisfy the 90% distribution condition. If the dividend exceeds the amount required to satisfy that test, the REIT may determine that all or part of the balance is a Non-PID Dividend to the extent that the Company has sufficient non-PID reserves to make a non-PID distribution. Any remaining balance of the dividend (or other distribution) will generally be deemed to be a PID, firstly in respect of the income profits of the Qualifying Property Rental Business for the current year or previous years and secondly, in respect of capital gains which are exempt from tax by virtue of the REIT Regime (in either case distributed as a PID). Any remaining balance will be attributed to other Non-PID distributions.
- (b) Subject to certain exceptions, PIDs will be subject to withholding tax at the basic rate of income tax (currently 20%). Further details of the United Kingdom tax treatment of certain categories of Shareholder while the Group is in the REIT Regime are contained in Part 10 of this Prospectus.
- (c) If the Group REIT ceases to be a REIT, dividends paid by the principal company may nevertheless be PIDs to the extent they are paid in respect of profits and gains of the Qualifying Property Rental Business whilst the Group REIT was within the REIT Regime.

4.3 Rebasing of assets

The base cost of assets held by the Group REIT as part of its property rental business will be treated as sold and reacquired at market value at the time of entry into the REIT regime. Any gain arising as a result of this readjustment is not subject to corporation tax.

4.4 Interest cover ratio

A tax charge will arise if, in respect of any accounting period, the Group REIT's ratio of income profits (before capital allowances) to financing costs (in both cases in respect of its Qualifying Property Rental Business) is less than 1.25:1. The amount (if any) by which the financing costs

exceeds the amount of those costs which would cause that ratio to equal 1.25 (subject to a cap of 20% of the income profits) is chargeable to corporation tax (and shall be deemed to constitute tax-interest income).

4.5 The "10% rule"

- (a) The principal company of a REIT may become subject to an additional tax charge if it pays a dividend to, or in respect of, a person beneficially entitled, directly or indirectly, to 10% or more of the principal company's dividends or share capital or that controls, directly or indirectly, 10% or more of the voting rights in the principal company. Shareholders should note that this tax charge does not apply to entities which are entitled to payment of PIDs without tax being deducted (such as UK companies) and otherwise only applies where a dividend is paid to persons that are companies or bodies corporate established in the UK or are treated as bodies corporate in accordance with the law of an overseas jurisdiction with which the UK has a double taxation agreement, or in accordance with such a double taxation agreement. It does not apply where a nominee has such a 10% or greater holding unless the persons on whose behalf the nominee holds the shares meets the test in their own right.
- (b) This tax charge will not be incurred if the principal company has taken reasonable steps to avoid paying dividends to such a person. HMRC guidance describes certain actions that might be taken to show it has taken such "reasonable steps". One of these actions is to include restrictive provisions in the principal company's articles of association to address this requirement. The Articles (as summarised in section 5 of Part 12 of this Prospectus) are consistent with the provisions described in the HMRC guidance.

4.6 Property development and property trading by a REIT

A property development undertaken by a member of the Group REIT can be within the Qualifying Property Rental Business provided certain conditions are met. However, if the costs of the development exceed 30% of the fair value of the asset at the later of: (a) the date on which the relevant company becomes a member of a REIT, and (b) the date of the acquisition of the development property, and the REIT sells the development property within three years of completion of the development, the property will be treated as never having been part of the Qualifying Property Rental Business for the purposes of calculating any gain arising on disposal of the property. Any gain will be chargeable to corporation tax.

If a member of the Group REIT disposes of a property (whether or not a development property) in the course of a trade, the property will be treated as never having been within the Qualifying Property Rental Business for the purposes of calculating any profit arising on disposal of the property. Any profit will be chargeable to corporation tax.

4.7 Movement of assets in and out of Qualifying Property Rental Business

In general, where an asset owned by a UK resident member of the Group REIT and used for the Qualifying Property Rental Business begins to be used for the Residual Business, there will be a tax exempt market value disposal of the asset. Where an asset owned by a UK resident member of the Group REIT and used for the Residual Business begins to be used for the Qualifying Property Rental Business, this will generally constitute a taxable market value disposal of the asset for UK corporation tax purposes, except for capital allowances purposes.

4.8 Joint ventures

The REIT Regime also makes certain provisions for corporate joint ventures. If one or more members of the Group REIT are beneficially entitled, in aggregate, to at least 40% of the profits

available for distribution to equity holders in a joint venture company and at least 40% of the assets of the joint venture company available to equity holders in the event of a winding up, that joint venture company (or its subsidiaries) is carrying on a Qualifying Property Rental Business which satisfies the 75% profits condition and the 75% assets condition (the "**JV company**") and certain other conditions are satisfied, the principal company may, by giving notice to HMRC, elect for the assets and income of the JV company to be included in the Qualifying Property Rental Business for tax purposes (on a proportionate basis). In such circumstances, the income and assets of the JV company will count towards the 90% distribution condition and the 75% profits condition, and its assets will count towards the 75% assets condition (on a proportionate basis).

The Group REIT's share of the underlying income and gains arising from any interest in a tax transparent vehicle carrying on a Qualifying Property Rental Business, including offshore unit trusts or partnerships, should automatically fall within the REIT tax exemption, and will count towards the 75% profits and assets conditions, provided the Group REIT is entitled to at least 20% of the profits and assets of the relevant tax transparent vehicle. The Group REIT's share of the Qualifying Property Rental Business profits arising will also count towards the 90% distribution condition.

4.9 Acquisitions and takeovers

If a REIT is taken over by another REIT, the acquired REIT does not necessarily cease to be a REIT and will, provided the conditions are met, continue to enjoy tax exemptions in respect of the profits of its Qualifying Property Rental Business and capital gains on disposal of properties in the Qualifying Property Rental Business.

The position is different where a REIT is taken over by an acquiror which is not a REIT. In these circumstances, the acquired REIT is likely in most cases to fail to meet the requirements for being a REIT (unless the acquirer qualifies as an institutional investor under Section 528(4A) CTA 2010 and the REIT's shares continue to be admitted to trading on a recognised stock exchange and are either listed or traded) and will therefore be treated as leaving the REIT Regime at the end of its accounting period preceding the takeover and ceasing from the end of that accounting period to benefit from tax exemptions on the profits of its Qualifying Property Rental Business and capital gains on disposal of property forming part of its Qualifying Property Rental Business. The properties in the Qualifying Property Rental Business are treated as having been sold and reacquired at market value for the purposes of corporation tax on chargeable gains immediately before the end of the preceding accounting period. These disposals should be tax exempt as they are deemed to have been made at a time when the acquired REIT was still in the REIT Regime and future capital gains on the relevant assets will therefore be calculated by reference to a base cost equivalent to this market value. If the acquired REIT ends its accounting period immediately prior to the takeover becoming unconditional in all respects, dividends paid as PIDs before that date should not be re-characterised retrospectively as normal dividends.

4.10 Certain tax avoidance arrangements

If HMRC believes that a member of the Group REIT has been involved in certain tax avoidance arrangements, it may cancel the tax advantage obtained and, in addition, impose a tax charge equal to the amount of the tax advantage. These rules apply to both the Residual Business and the Qualifying Property Rental Business. In addition, if HMRC consider that the circumstances are sufficiently serious or if two or more notices in relation to the obtaining of a tax advantage are issued by HMRC in a ten-year period, they may require the Group REIT to exit the REIT Regime.

5. EXIT FROM THE REIT REGIME

The principal company of the Group REIT can give notice to HMRC that it wants to leave the REIT Regime at any time. The Board retains the right to decide that the Group REIT should exit the

REIT Regime at any time in the future without Shareholder consent if it considers this to be in the best interests of the Group REIT.

If the Group REIT (or a member of the Group REIT) voluntarily leaves the REIT Regime within ten years of joining and disposes of any property that was involved in its Qualifying Property Rental Business within two years of leaving, any uplift in the base cost of the property as a result of the deemed disposals on entry into and exit from the REIT Regime (or as a movement from the Qualifying Property Rental Business to the Residual Business) is disregarded in calculating the gain or loss on the disposal.

It is important to note that it cannot be guaranteed that the Company or the Group REIT will comply with all of the REIT conditions and that the REIT Regime may cease to apply in some circumstances. HMRC may require the Group REIT to exit the REIT Regime if:

- it regards a breach of the conditions relating to the REIT Regime (including in relation to the Qualifying Property Rental Business), or an attempt to obtain a tax advantage, as sufficiently serious; or
- the Group REIT or the Company has committed a certain number of breaches of the conditions in a specified period; or
- HMRC has given members of the Group REIT two or more notices in relation to the obtaining of a tax advantage within a ten year period of the first notice having been given.

In addition, if the conditions for REIT status relating to the share capital of the principal company and the prohibition on entering into loans with abnormal returns are breached or the principal company ceases to be UK resident, becomes dual resident or an open-ended company, or (in certain circumstances) ceases to satisfy the close company condition (as described above) or ceases to be listed or traded, it will automatically lose REIT status. Where the Group REIT automatically loses REIT status or is required by HMRC to leave the REIT Regime within ten years of joining, HMRC has wide powers to direct how it is to be taxed, including in relation to the date on which the Group REIT is treated as exiting the REIT Regime.

Shareholders should note that it is possible that the Group REIT could lose its status as a REIT as a result of actions by third parties (for example, in the event of a successful takeover by a company that is not a REIT) or other circumstances outside the Group REIT's control.

**PART 14:
DEFINITIONS AND GLOSSARY**

The meanings of the following terms shall apply throughout this Prospectus unless the context otherwise requires.

"2021 Warrant Deed Poll"	means the deed poll that constitutes the Warrants dated on 4 March 2021
"2022 Warrant Deed Poll"	means any deed poll that constitutes the Warrants dated following the receipt of the consent of the Warrantholders at a meeting of Warrantholders;
"Act"	means the UK Companies Act 2006, as amended from time to time;
"Administrator"	means Langham Hall UK Services LLP;
"Admission"	means the Admission of the Shares issued pursuant to each Issue under the Issuance Programme (as the context may require) to TISE;
"Advisor Affiliated Parties"	means the Investment Advisor, its principals and their respective affiliates;
"AIC Code"	means the AIC Code of Corporate Governance, as amended from time to time;
"AIC Guide"	means the AIC Corporate Governance Guide for Investment Companies, as amended from time to time;
"Affiliate"	means an affiliate of, or person affiliated with, a specified person, including a person that directly, or indirectly through one or more intermediate holding companies, controls or is controlled by, or is under common control with, the person specified;
"AIF"	means an alternative investment fund within the meaning of the EU AIFM Directive or the UK AIFMD Laws (as applicable);
"AIFM"	<p>means:</p> <ul style="list-style-type: none">• when used in a general context, an alternative investment fund manager within the meaning of the EU AIFM Directive or the UK AIFMD Laws (as applicable); and• in respect of the Company, its alternative investment fund manager from time to time as appointed pursuant to the AIFM Agreement, <p>the current such AIFM being Gallium Fund Solutions Limited;</p>
"AIFM Agreement"	means the Agreement dated the date of this prospectus between the Company and Gallium Fund Solutions Limited, a summary of which is set out in Part 12 of the Prospectus;

"AIFM Regulations"	means the Alternative Investment Fund Managers Regulations 2013 (SI 2013/1773) as amended from time to time;
"UK AIFM Rules"	means the AIFM Directive and all applicable rules and regulations implementing the AIFM Directive in the UK, including without the limitation the AIFM Regulations and all relevant provisions of the FCA Handbook expressed to be binding on the AIFM and/or the Company (as applicable);
"Applicant"	means a person or persons (in the case of joint applicants) whose name(s) appear(s) on the registration details of an Application;
"Application"	means the subscription for Shares under the Issuance Programme (as applicable) on the terms and conditions set out in Part 8 of this Prospectus which may take the form of an application for Shares under the Direct Investment Route by the completion of an electronic application (as may be accessed by the Company's website, https://propertyhub.nevilleregistrars.co.uk/), or an application for the beneficial interest in Shares under the Beneficial Investment Route made through the Portfolio App (as the context requires);
"Articles" or "Articles of Association"	means the articles of association 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 BDO LLP who are registered with the Institute of Chartered Accountants in England and Wales having been approved as the Company's auditors as at the date of this Prospectus;
"Audit Committee"	means the Company's audit committee;
"Base Fee"	means the annual asset management fee/ profit share to which the Investment Advisor and the General Partner are in aggregate entitled to as described in Part 6 of this Prospectus under the heading "Base Fee";
"Beneficial Investment Route"	means the acquisition of a beneficial interest in the Shares through the Portfolio App where the Shares will be legally owned by a nominee appointed by the Custodian (or any sub-custodian to which custody services are delegated);
"Board" or "Directors"	means the directors of the Company from time to time or any duly constituted committee thereof, and "Director" is to be construed accordingly;
"Business Day"	means a day on which both The Channel Island Stock Exchange and banks in England and Wales and Jersey are normally open for business;
"Cash and Cash Equivalents"	has the meaning given to it in Part 1 of this Prospectus;
"CDD Rules"	means the prevailing anti-money laundering, anti-terrorism and contributing to the financing of criminal activities legislation,

	regulations and procedures in force from time to time in the United Kingdom;
"Chairman" or "Chair"	means the chairman of the Board from time to time;
"COBS"	means the FCA Conduct of Business sourcebook;
"Company"	means The Property Hub REIT plc, a company incorporated in England & Wales with registered number 13083766;
"Company Secretary"	means Property Hub Advisors Limited;
"Companies Court"	means the Companies Court of England and Wales;
"CREST"	means a paperless settlement procedure operated by Euroclear UK & Ireland Limited, a company incorporated in England and Wales with registered number 2878738, enabling system securities to be evidenced otherwise than by written instrument;
"CREST Regulations" or the "Uncertificated Securities Regulations"	means the Uncertificated Securities Regulations 2001 (SI 2001 No 01/378), as amended;
"CRS"	means the Common Reporting Standard developed by the OECD;
"CTA 2009"	means the UK Corporation Tax Act 2009, as amended
"CTA 2010"	means the UK Corporation Tax Act 2010, as amended;
"Data Protection Legislation"	means applicable data protection legislation (including the UK GDPR, and the EU GDPR) and regulatory requirements in the UK and/or the EEA, as appropriate, in force from time to time;
"Depository"	means Gallium P E Depository Limited;
"Depository Agreement"	means the depository agreement dated the date of this Prospectus between the Company, the Investment Advisor and the Depository, summarised in Part 12 of this Prospectus;
"Data Controller"	means, to the extent it receives personal data, the Company;
"Data Processor"	means, to the extent it receives personal data, the AIFM, the Investment Advisor, the Registrar, the Depository and the Receiving Agent;
"Direct Investment Route"	means the subscription for Shares (by way of the issue or transfer of Shares) directly with the Company such that the investor is the registered holder of Shares.
"EEA State"	means a member state of the EEA and the United Kingdom;
"ERISA"	means the United States Employee Retirement Income Security Act of 1974 and the regulations promulgated thereunder (in each case as amended from time to time);

"Euroclear"	Euroclear UK & International Limited;
"EU AIFM Delegated Regulation"	means the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision;
"EU AIFM Directive"	Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU)No 1095/2010, and the EU AIFM Delegated Regulation;
"EU GDPR"	means the General Data Protection Regulation (EU) 2016/679);
"EU MiFID II"	means EU Directive 2014/65/EU on markets in financial instruments, as amended and Regulation (EU)_ No 600/2014 on markets in financial instruments and amending Regulation (EU) 648/2012 ("MiFIR") and together with MiFID, MiFID II);
"EU PRIIPs Regulation"	means Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs) and its implementing and delegated acts;
"EU Prospectus Regulation"	means Regulation (EU) 2017/1129 of the European Parliament and of the European Council, of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC;
"Excluded Territory"	Means Australia, Canada, the Republic of South Africa, New Zealand or Japan, their territories and possessions and any other jurisdictions where the extension or availability of an offer of Shares would breach any applicable law or regulation;
"External Valuer"	means an independent third party valuer that the Company has appointed to value the Property Portfolio;
"FATCA"	means the US Foreign Account Tax Compliance Act;
"FCA "	means the UK Financial Conduct Authority;
"FCA Handbook"	means the FCA's handbook of rules and guidance, as amended and updated from time to time;
"Final Date"	means the earliest of (i) the day immediately preceding the first anniversary of publication of this Prospectus; (ii) the date on which all Shares available for issue under the Issuance Programme have been issued; and (iii) such other date as may be agreed by the Company;
"Final Details"	means the final details of any Issue published by way of a notice through a TISE announcement as well as on the Company's

	website and confirming detailing the Issuance Programme Price in respect of the relevant Issue, together with an expected timetable and any settlement instructions;
"Financial Statement"	has the meaning given to it in Part 11 of this Prospectus;
"FSMA"	means the UK Financial Services and Markets Act 2000, as amended from time to time;
"Gross Net Asset Value"	means, in respect of any entity or undertaking, the aggregate value of the total assets of that entity or undertaking, including cash;
"Gross Issuance Programme Proceeds"	means the aggregate gross proceeds of each Issue under the Issuance Programme;
"Group"	means the Company and each of its subsidiaries, Property Hub No.1 LP, Property Hub REIT Holdings Ltd, Property Hub REIT SPV 1 Ltd and Property Hub REIT SPV 2 Ltd;
"Group REIT"	means a group UK REIT within the meaning of Part 12 of the CTA 2010;
"High Net Worth Individual"	means an individual who (i) during the previous financial year had an annual income of greater than or equal to GBP 100,000; and/or (ii) throughout the previous financial year he/she held net assets equal to or greater than GBP 250,000, but excluding: (a) primary residence or a loan secured on that residence; (b) any rights under a "qualifying contract of insurance"; and (c) any pension or other benefits payable on termination of service, death or retirement to such person or their dependants);
"HMRC"	means Her Majesty's Revenue & Customs;
"Initial Admission"	means the Admission of the Shares issued pursuant to the initial offer for subscription of the Shares on 25 March 2021;
"Investment Advisor"	means the Investment Advisor for the Company appointed pursuant to the Investment Advisory Agreement, the first such Investment Advisor being Property Hub Advisors Limited;
"Investment Advisory Agreement"	means the investment advisory agreement dated the date of this Prospectus between the Company, the AIFM and the Investment Advisor, a summary of which is set out in Part 12 of this Prospectus;
"Investment Advisory Fee"	means the investment advisory fee payable to the Investment Advisor under the Investment Advisory Agreement;
"Investment Policy"	means the investment policy of the Company as detailed in Part 1 of this Prospectus under the heading "Investment Policy";
"Interested Party"	has the meaning given to it in Part 5 of this Prospectus;
"ISA"	means an account to which the Individual Savings Account Regulations 1998 apply;

"Issue"	means, as the context requires, an issue of Shares undertaken pursuant to the Issuance Programme;
"Issue Price"	means £1.00 per Share;
"Issuance Programme"	means the programme pursuant to which Shares will be issued, as described in Part 7 of this Prospectus;
"Issuance Programme Price"	means the price at which Shares will be issued in respect of each Issue made pursuant to the Issuance Programme, which will be determined as explained in Part 7 of this Prospectus;
"Issue Costs"	means the costs, commissions, fees and expenses incidental to each Issue which will be borne by the Company to be paid on or around Admission of the shares issued pursuant to the Issuance Programme and which includes any non-recoverable Value Added Tax payable;
"JV company"	has the meaning given to it in Part 13 of this Prospectus;
"Key Information Document"	means the key information document dated on or around the date of this Prospectus relating to the Company produced pursuant to the PRIIPs Regulation, as amended from time to time;
"LEI"	means Legal Identity Identifier;
"Listing Rules"	means the listing rules made by the FCA under section 73A of FSMA;
"LHFMJ"	means Langham Hall Fund Management (Jersey) Limited
"London Stock Exchange" or "the LSE"	means London Stock Exchange plc;
"Main Market"	means the main market of the London Stock Exchange for listed securities;
"Management Engagement Committee"	means the management engagement committee of the Company;
"Net Asset Value" or "NAV"	means: <ul style="list-style-type: none"> (a) in relation to the Company (or the Group, as the case may be), the net asset value of the Company (or the Group, as the case may be) as a whole on the relevant date calculated in accordance with the Company's normal accounting policies; and (b) in relation to a Share, the net asset value of the Company on the relevant date calculated in accordance with the Company's normal accounting policies divided by the total number of Shares then in issue (excluding, for the avoidance of doubt, any Shares held in treasury);
"Nomination Committee"	means the Company's nomination committee;
"Non-PID Dividend"	means a dividend paid by the Company that is not a PID;

"Non-Readily Realisable Securities"	has the meaning given to it in the FCA Handbook;
"Non-Retail Investor"	means an investor who falls into any one of the following categories: (a) a High Net Worth Individual; (b) a Sophisticated Investor; (c) a Restricted Investor; or (d) a Professional Investor;
"Official List"	means the official list maintained by the UK Listing Authority pursuant to Part VI of FSMA;
"Offer for Subscription"	means the offer for subscription of Shares made in accordance with the Company's Prospectus published on 4 March 2021.
"Operator"	means the operator of the investment platform Portfolio App, the current operator being Gallium Fund Solutions;
"Ordinary Resolution"	means a resolution passed by not less than 50% majority in accordance with the Act;
"Overseas Person"	means any person who is not resident in, or who is not a citizen of, the UK;
"PAYE"	means the Pay As You Earn system established by HMRC for the direct deduction of taxes and national insurance contributions payable from employees' wages;
"Personal Equity Plan" or "PEP"	means the UK investment scheme whereby individual investors may invest a limited sum per year in shares or unit trusts in UK companies without liability for tax on dividends or capital gains arising therefrom;
"PID" or "Property Income Distribution"	means a distribution referred to in section 548(1) or 548(3) of the CTA 2010, being a dividend or distribution paid by the Company in respect of profits or gains of the Qualifying Property Rental Business of the Group (other than gains arising to non-UK resident Group companies) arising at a time when the Group is a REIT insofar as they derive from the Group's Qualifying Property Rental Business;
"Portfolio App"	means the application operated by Gallium Fund Solutions through which investors may purchase a beneficial interest in Shares;
"Portfolio Interest"	means any residential real estate asset acquired by the Group in accordance with the Investment Policy;
"Privacy Policy"	means the Company's privacy policy which is available for consultation of the Company's website: https://portfolio.co.uk/investor-centre ;
"PROD Handbook"	means the Product Intervention and Product Governance Sourcebook contained in the FCA's Handbook;
"Product Governance Requirements"	means (i) the EU Directive 2014/65/EU on markets in financial instruments, as amended; (ii) Articles 9 and 10 of Commission

	Delegated Directive (EU) 2017/593 supplementing MiFID II; and (iii) any local implementing measures;
"Professional Investor"	means a person who would satisfy the definition of a professional client under the FCA's Handbook of Rules and Guidance;
"Prohibited US Person"	shall have the meaning given to it in Part 12;
"Property Hub Group"	means Property Hub Holdings Limited and each of its respective affiliates;
"Property Portfolio"	means investments acquired by the Group;
"Prospectus"	means this document;
"Prospectus Regulation"	means Regulation (EU) 2017/1129 of the European Parliament and of the European Council, of 14 June 2017 as amended by the Prospectus (Amendment etc.) (EU Exit) Regulations 2019 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market within such states as are subject to such regulation and amendments thereto;
"Prospectus Regulation Rules"	means the prospectus rules made by the FCA under section 73A of FSMA;
"QIB"	means a Qualified Institutional Buyer, as defined under Rule 144A under the US Securities Act;
"QP"	a qualified purchaser for the purposes of section 3(c)(7) of the Investment Company Act;
"Qualifying Property Rental Business"	property rental business within the meaning of Section 205 of the CTA 2009 or an overseas property business within the meaning of Section 206 CTA 2009, but in each case excluding certain specified types of business (as per Section 519(3) of the CTA 2010);
"Receiving Agent"	means Neville Registrars Limited or such entity as may be appointed by the Company from time to time and notified to the market;
"Receiving Agent Agreement"	means the receiving agent agreement between the Company and the Receiving Agent dated on or around the date of this prospectus, a summary of which is set out in Part 12 of this Prospectus;
"Register"	the register of members of the Company;
"Registrar"	means Neville Registrars Limited;
"Registrar Agreement"	means the agreement dated on or around the date of this prospectus between the Company and the Registrar, summarised in Part 12 of this Prospectus;
"Regulatory Information"	means the regulatory disclosure documents published by the Company from time to time which may include (as the context

requires): (i) any prospectus that has not expired, (ii) the most recent terms and conditions of any application for Shares (iii) the AIFMD Disclosure Memorandum, (iv) the KID, and (v) the annual report and accounts.

"REIT"	means a company or group to which Part 12 of the CTA 2010 applies;
"Restricted Investor"	means a person who has made a Restricted Investor Statement;
"Restricted Investor Statement"	means a statement signed by an individual confirming that (i) in the twelve months preceding investment in the Company, that individual has not invested more than 10% of his or her net assets in Non-Readily Realisable Securities; and (ii) in the 12 months following investment in the Company, that individual will not invest more than 10% of its net assets in Non-Readily Realisable Securities, with net assets excluding (a) primary residence or a loan secured on that residence; (b) any rights under a "qualifying contract of insurance"; and (c) any pension or other benefits payable on termination of service, death or retirement to such person or their dependants);
"Retail Investor"	means any person other than a Non-Retail Investor;
"REIT Regime"	means Part 12 of the CTA 2010;
"Regulation S"	means Regulation S under the US Securities Act;
"Residual Business"	has the meaning given to it in Part 13 of this Prospectus;
"RPI"	means the Retail Price Index produced by the United Kingdom Office for National Statistics and "RPI Inflation" means inflation over a period of 12 months from time to time calculated by reference to RPI;
"SDRT"	means UK stamp duty reserve tax;
"SEC"	means the U.S. Security and Exchange Commission;
"Shareholder"	means a registered holder of a Share;
"Shares"	means ordinary shares of £0.01 each in the capital of the Company, designated as such and having the rights and being subject to the restrictions specified in the Articles and "Share" means any one of them;
"Sophisticated Investor"	means an individual who (i) is working, or has worked in the two years preceding investment in the Company, in a professional capacity in the private equity sector, or in the provision of finance for small and medium enterprises; (ii) is a member of a network or syndicate of business angels and has been so for at least the last six months preceding investment in the Company; (iii) has made more than one investment in an unlisted company in the two years preceding investment in the Company; or (iv) is currently, or has been in the two years preceding investment in

	the Company, a director of a company with an annual turnover of at least GBP 1,000,000;
"Special Resolution"	means a resolution passed by not less than 75% majority in accordance with the Act;
"SPV"	means special purpose vehicle;
"Subsidiaries"	means each of Property Hub No.1 LP, Property Hub REIT Holdings Ltd, Property Hub REIT SPV 1 Ltd and Property Hub REIT SPV 2 Ltd
"Takeover Code"	means the City Code on Takeovers and Mergers;
"Target Market Assessment"	means the target market assessment for the Shares as summarised on page (ii) of this Prospectus;
"Tax Information Reporting Rules"	shall have the meaning given to it in Part 10;
"TISE"	means The International Stock Exchange;
"TISE Official List"	means the official list of The International Stock Exchange;
"UK or United Kingdom"	means the United Kingdom of Great Britain and Northern Ireland;
"UK AIFM Laws"	<p>means (i) the Alternative Investment Fund Managers Regulations 2013 (SI 2013.1773) and any other implementing measure which operated to transpose EU AIFM Directive into UK law before 31 January 2020 (as amended from time to time including by the Alternative Investment Fund Managers (Amendment) (EU Exit) Regulations 2019 (SI 2019/328)); and</p> <p>(ii) the UK versions of the EU AIFM Delegated Regulation and any other delegated regulations in respect of the EU AIFM Directive, each being part of UK law by virtue of the European Union (Withdrawal) Act 2018, as further amended and supplemented from time to time including by the Alternative Investment Fund Managers (Amendment) (EU Exit) Regulations 2019 (SI 2019/328), the Technical Standards (Alternative Investment Funds Management Directive) (EU Exit) Instrument 2019 (FCA 2019/37) and the Exiting the European Union: Specialist Sourcebooks (Amendments) Instrument 2019 (FCA 2019/25);</p>
"UK Corporate Governance Code"	means the UK Corporate Governance Code as published by the Financial Reporting Council in July 2018 and as subsequently amended from time to time;
"UK GDPR"	means the UK version of the EU GDPR which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended and supplemented from time to time including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419)

"UK MiFID Laws"

means (i) the Financial Services and Markets Act 2000 (Markets in Financial Instruments) Regulations 2017 (SI 2017/791), the Data Reporting Services Regulations 2017 (SI 017/699) and the Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) Order 2017 (SI 2017/488), and any other implementing measure which operated to transpose EU MiFID II into UK law before 31 January 2020 (as amended and supplemented from time to time including by: (1) Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2018 (SI 2018/1403); (2) The Financial Regulators' Powers (Technical Standards etc) and Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2019 (SI 2019/576); (3) The Financial Services (Miscellaneous) (Amendment) (EU Exit) Regulations 2019 (SI 2020/628) and (4) The Financial Services (Electronic Money, Payment Services and Miscellaneous Amendments) (EU Exit) Regulations 2019 (SI 2019/1212); and

(ii) in the UK version of Regulation (EU) No 600/2014 of the European Parliament, which is part of UK law by virtue of the European Union (Withdrawal) Act 2018, as amended and supplemented from time to time including by (a) Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2018 (SI 2018/1403); (b) The Financial Regulators' Powers (Technical Standards etc) and Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2019 (SI 2019/576); (c) The Financial Services (Miscellaneous) (Amendment) (EU Exit) Regulations 2019 (SI 2020/628) and (d) The Financial Services (Electronic Money, Payment Services and Miscellaneous Amendments) (EU Exit) Regulations 2019 (SI 2019/1212);

"UK Money Laundering Regulations"

means the UK Money Laundering Regulations 2017 (SI 2017/692) as amended by The Money Laundering and Terrorist Financing (Amendment) Regulations 2019 (SI 2019/1511) and any other applicable anti-money laundering guidance, regulations or legislation;

"UK PRIIPs Laws"

means the UK version of the EU PRIIPs Regulation which is part of UK law by virtue of the European Union (Withdrawal) Act 2018 as amended and supplemented from time to time including by the Packaged Retail and Insurance-based Investment Products (Amendment)(EU Exit) Regulations 2019 (SI 2019/403);

"UK Prospectus Amendment Regulations 2019"

the Prospectus (Amendment etc.) (EU Exit) Regulations 2019/1234;

"UK Prospectus Regulation"

means the UK version of the EU Prospectus Regulation which is part of UK law by virtue of the European Union (Withdrawal) Act 2018 (as amended and supplemented from time to time (including, but, not limited to, by the UK Prospectus Amendment Regulations 2019 and The Financial Services and Markets Act 2000 (Prospectus) Regulations 2019));

"Uncertificated System"	means any computer-based system and its related facilities and procedures that are provided by Euroclear or another authorised operator and by means of which title to units of a security (including shares) can be evidenced and transferred in accordance with the Uncertificated System Rules, without a written certificate or instrument;
"Uncertificated System Rules"	the rules, including any manuals, issued from time to time by Euroclear or another authorised operator governing the admission of securities to and the operation of the Uncertificated System managed by such authorised operator;
"US" or "United States"	means the United States of America (including the District of Columbia), its territories and possessions, any state of the United States of America and all other areas subject to its jurisdiction or any political sub-division thereof;
"US Investment Company Act"	means the United States Investment Company Act of 1940, as amended;
"US Person"	has the meaning given to it in Regulation S of the US Securities Act;
"US Securities Act"	means the United States Securities Act of 1933, as amended;
"US Tax Code"	means the US Internal Revenue Code of 1986, as amended;
"VAT or Value Added Tax"	means UK value added tax and/or any other value added tax or sales tax applicable in the UK or any other country; and
"Warrant"	means a warrant to subscribe for Shares on the terms and subject to the conditions of the 2021 Warrant Deed Poll or the 2022 Warrant Deed Poll (as applicable).