

Seraphim Space Investment Trust plc

Share Issuance Programme

Summary • Registration Document • Securities Note

June 2021

SUMMARY

1.	Introduction and warnings
a.	Name and ISIN of securities
	The ISIN of the Ordinary Shares is GB00BKPG0138. The SEDOL of the Ordinary Shares is BKPG013. The ticker for the Ordinary Shares is SSIT.
b.	Identity and contact details of the issuer
	<p>Name: Seraphim Space Investment Trust plc (the “Company”) (incorporated in England and Wales with registered number 13395698)</p> <p>Registered Office: 5th Floor 20 Fenchurch Street, London EC3M 3BY</p> <p>Tel: +44 (0)20 7367 8300</p> <p>Legal Entity Identifier (LEI): 2138002THGUZBGZC2V85</p>
c.	Identity and contact details of the authority approving the prospectus
	<p>Name: Financial Conduct Authority</p> <p>Address: 12 Endeavour Square, London, E20 1JN, United Kingdom</p> <p>Tel: +44 (0) 20 7066 1000</p>
d.	Date of approval of the prospectus
	22 June 2021
e.	Warnings
	This summary should be read as an introduction to the Prospectus. Any decision to invest in the Ordinary Shares should be based on a consideration of the Prospectus as a whole by the prospective investor. The investor could lose all or part of the invested capital. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only where the summary is misleading, inaccurate or inconsistent, when read together with the other parts of the Prospectus, or where it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the Ordinary Shares.
2.	Key information on the issuer
a.	Who is the issuer of the securities?
i.	<p>Domicile and legal form, LEI, applicable legislation and country of incorporation</p> <p>The Company is a public limited company, registered and incorporated in England and Wales under the Companies Act 2006 (the “Companies Act”) on 14 May 2021 with registered number 13395698. The Company’s LEI is 2138002THGUZBGZC2V85. The Company is registered as an investment company under section 833 of the Companies Act and intends to conduct its affairs so as to enable it to qualify as an investment trust within the meaning of Chapter 4 of Part 24 of the Corporation Tax Act 2010.</p>
ii.	<p>Principal activities</p> <p>The principal activity of the Company is to invest in Space Tech businesses in accordance with its investment policy and with a view to achieving its investment objective.</p>
iii.	<p>Investment objective</p> <p>The investment objective of the Company is to generate capital growth over the long term through investment in a diversified international portfolio of Space Tech businesses.</p> <p>“Space Tech businesses” means businesses which rely on space-based connectivity or precision, navigation and timing signals or whose technology or services are already addressing, originally derived from, or of potential benefit to the space sector.</p>
iv.	<p>Major Shareholders</p> <p>As at the date of this Prospectus, insofar as known to the Company, except as stated below, there are no parties known to have a notifiable interest under English law in the Company’s capital or voting rights. Pending the allotment of Ordinary Shares pursuant to the Initial Issue, the Company is controlled by the AIFM, holding as at the date of this Prospectus one Ordinary Share in the Company. Save for this, the Company and the Directors are not aware of any person who, directly or indirectly, jointly or severally, exercises or could exercise control over the Company.</p>
v.	<p>Directors</p> <p>Will Whitehorn (Chair), Sue Inglis and Christina McComb.</p>

vi.	Statutory auditor BDO LLP of 55 Baker Street, London W1U 7EU, United Kingdom.
b.	What is the key financial information regarding the issuer? The Company is newly incorporated and has no historical financial information.
c.	What are the key risks that are specific to the issuer? <ul style="list-style-type: none"> There can be no guarantee that the Company will achieve its investment objective. There is no guarantee that the Company will achieve its stated target total return and therefore achieve its return objective. The Company's target total return is based on the AIFM's assessment of appropriate expectations for returns on the investments that the Company proposes to make and the ability of the AIFM to enhance the return generated by those investments through active asset management. There can be no assurance that these assessments, expectations and assumptions will be proved correct and failure to achieve any or all of them may materially adversely impact the Company's ability to achieve the target total return. Prior to the Company entering into an agreement to acquire an investment in a company, the AIFM, on behalf of the Company, will perform due diligence on the company concerned. There can be no assurance, however, that any due diligence examinations will reveal all of the risks associated with an investment in that company, or the full extent of such risks. To the extent that the AIFM underestimates or fails to identify risks and liabilities associated with the company in question, this may have a material adverse effect on the Company's profitability, the NAV and the price of the Ordinary Shares. The success of the Company could be significantly impacted by catastrophic events around the world. Catastrophic events, such as fires, earthquakes, explosions, hurricanes, floods, severe storms, acts of God, pandemics (such as COVID-19) or other occurrences including climate change, terrorism or war, widespread power blackouts, solar phenomena, orbital collisions as well as other events that are beyond the control of the Company and the AIFM, could interrupt the operations of the Company or its portfolio companies. The Company has not entered into any legally binding contractual arrangements to acquire any investments save for the Initial Portfolio and the Retained Assets. There can therefore be no assurance as to how long it will take for the Company to fully invest the Net Issue Proceeds. Any delays in full deployment of the Net Issue Proceeds may have an impact on the Company's results of operations and cash flows and the ability of the Company to achieve the stated target total return. As all of the Company's assets will be invested in or exposed to Space Tech businesses, any downturn in the Space Tech sector and its economy or regulatory changes impacting the sector, could have a material adverse effect on the Company's results of operations or financial condition. It is expected that the Company will hold primarily minority, non-controlling interests in its investments and, therefore, may have a limited ability to protect its position in such investments. As a non-controlling investor, the Company may have relatively little ability to influence the operation of the investee companies in which it invests. The Company is expected to invest its assets in, and expects to have a long-term focus on, Space Tech businesses that are in their early stages which, by their nature, may be smaller capitalisation companies. Such companies can be expected to have less mature businesses, a more restricted depth of management and a higher risk profile than larger and more established companies. The value of the Company's investments in portfolio companies may decline if the portfolio companies are not able to commercialise their technology, products, business concepts or services. The ability of the Company to successfully pursue its investment objective and investment policy may, among other things, depend on the ability of the AIFM to retain its existing staff and/or to recruit individuals of similar experience and calibre. The retention of key members of the team cannot be guaranteed. In the event of a departure of a key employee of the AIFM, there is no guarantee that the AIFM would be able to recruit a suitable replacement or that any delay in doing so would not adversely affect the performance of the Company. The past performance of the Seraphim Space Fund and of the AIFM and its affiliates cannot be relied upon as an indicator of the future performance of the Company. The AIFM and its affiliates will provide services to other clients, which could compete directly or indirectly with the activities of the Company and may be subject to conflicts of interest in respect of their activities on behalf of the Company. A failure to obtain or maintain HMRC approval as an investment trust, including as a result of a change in tax law or practice, could result in the Company not being able to benefit from the current exemption for investment trusts from UK tax on chargeable gains and could affect the Company's ability to provide returns to Shareholders.

3.	Key information on the securities
a.	What are the main features of the securities?
i.	<p>Type, class and ISIN of the securities being admitted to trading on a regulated market</p> <p>The securities that may be issued under the Initial Issue and under the Share Issuance Programme are Ordinary Shares of £0.01 each in the capital of the Company. The ISIN of the Ordinary Shares is GB00BKPG0138.</p>
ii.	<p>Currency, denomination, par value, number of securities issued and term of the securities</p> <p>The Ordinary Shares are denominated in pounds sterling and have nominal value £0.01 each. The Ordinary Shares have no fixed term.</p> <p>The Company is targeting gross proceeds of up to £180 million through the issue of up to 180 million Ordinary Shares by way of the Initial Placing, the Offer for Subscription, Direct Subscriptions and the Intermediaries Offer at 100 pence per Ordinary Share. This is expected to comprise:</p> <ul style="list-style-type: none"> an issue of up to 150 million Ordinary Shares by way of the Initial Placing, the Offer for Subscription, Direct Subscriptions (other than any Direct Subscription in connection with the Company's acquisition of the Initial Portfolio) and the Intermediaries Offer; and an issue of up to 30 million Ordinary Shares to be subscribed by way of Direct Subscriptions in connection with the Company's acquisition of the Initial Portfolio. <p>Following completion of the Initial Issue, further Ordinary Shares may be issued pursuant to the Share Issuance Programme. The maximum number of Ordinary Shares that may be issued pursuant to the Initial Issue and the Share Issuance Programme is 500 million.</p>
iii.	<p>Rights attached to the securities</p> <p>Holders of the Ordinary Shares are entitled to receive, and to participate in, any dividends declared in relation to the Ordinary Shares. The Ordinary Shares carry the right to receive notice of, attend and vote at general meetings of the Company. On a winding-up or a return of capital by the Company, the net assets of the Company shall be divided <i>pro rata</i> among the holders of the Ordinary Shares after taking into account any net assets attributable to C Shares (if any) in issue. There are no C Shares in issue as at the date of the Prospectus and the Company does not have the ability to issue C Shares under the Initial Issue or under the Share Issuance Programme.</p> <p>The consent of the holders of the Ordinary Shares will be required for the variation of any rights attached to the Ordinary Shares. The Ordinary Shares are not redeemable.</p>
iv.	<p>Relative seniority of the securities in the event of insolvency</p> <p>On a winding-up or a return of capital by the Company, the net assets of the Company shall be divided <i>pro rata</i> among the holders of the Ordinary Shares after taking into account any net assets attributable to C Shares (if any) in issue. There are no C Shares in issue as at the date of the Prospectus and the Company does not have the ability to issue C Shares under the Initial Issue or under the Share Issuance Programme.</p>
v.	<p>Restrictions on free transferability of the securities</p> <p>There are no restrictions on the free transferability of the Ordinary Shares, subject to compliance with applicable securities laws and the restrictions on transfer contained in the Articles.</p> <p>Under the Articles, the Directors may refuse to register the transfer of a share in certificated form which is not fully paid, or a share in uncertificated form where it is entitled to refuse to register the transfer under the CREST Regulations, provided that such refusal does not prevent dealings in the shares from taking place on an open and proper basis.</p> <p>The Directors may also refuse to register a transfer of a share in certificated form unless the instrument of transfer:</p> <ol style="list-style-type: none"> is lodged, duly stamped, at the registered office of the Company or such other place as the Directors may appoint and is accompanied by the certificate for the share to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; is in respect of only one class of share; and is not in favour of more than four transferees. <p>There are also certain limited circumstances in which the Board may, under the Articles and subject to certain conditions, compulsorily require the transfer of shares.</p>
vi.	<p>Target returns and dividend policy</p> <p>The Directors intend to manage the Company's affairs to achieve Shareholder returns through capital growth rather than income.</p> <p>The Company has no formal benchmark. However, the Company will target an annualised NAV total return on the Company's portfolio of at least 20 per cent. over the long-term. This is intended to be a target only and reflects the AIFM's expectations of the potential returns that can be generated by investing in a portfolio of early and growth stage private companies which have the potential to generate substantial returns for their shareholders over the long-term and recognises that not all portfolio companies will achieve their potential and that some may fail in their</p>

	<p>entirety. It should not be taken as an indication of the Company's expected future performance, return or results over any period and does not constitute a profit forecast. The actual return generated by the Company over any period will depend on a wide range of factors including, but not limited to, the performance of its investee companies, the terms of the investments made, general economic and market conditions, fluctuations in currency exchange rates and the other risks described in the section of this Registration Document headed "Risk Factors". Accordingly, prospective investors should not place any reliance on the target return referred to above in deciding whether to invest in the Ordinary Shares.</p> <p>As the Company's priority is to produce capital growth over the long term, it has no dividend target and will not seek to provide Shareholders with a particular level of distribution. However, the Company intends to comply with the requirements for maintaining investment trust status for the purposes of section 1158 of the Corporation Tax Act 2010 regarding distributable income. Therefore, in accordance with regulation 19 of the Investment Trust (Approved Company) (Tax) Regulations 2011, the Company will not (except to the extent permitted by those regulations) retain more than 15 per cent. of its income (as calculated for UK tax purposes) in respect of each accounting period and any excess will be distributed in the form of a final dividend.</p>
b.	Where will the securities be traded?
	Applications will be made to the Financial Conduct Authority for all of the Ordinary Shares to be issued pursuant to the Initial Issue and the Share Issuance Programme to be admitted to the premium segment of the Official List and to the London Stock Exchange for such Ordinary Shares to be admitted to trading on the premium segment of the London Stock Exchange's main market.
c.	What are the key risks that are specific to the securities?
	<ul style="list-style-type: none"> • The market price of the Ordinary 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. While the Directors may seek to mitigate any discount to NAV per Ordinary Share through such discount management mechanisms as they consider appropriate, there can be no guarantee that they will do so or that such mechanisms will be successful. • Shareholders do not have a right for their Ordinary Shares to be redeemed and the Company does not have a fixed winding-up date. While the Directors retain the right to effect repurchases of Ordinary Shares, they are under no obligation to use such powers or to do so at any time and Shareholders should not place any reliance on the willingness of the Directors so to act. Shareholders wishing to realise their investment in the Company may therefore be required to dispose of their Ordinary Shares in the market. There can be no guarantee that a liquid market in the Ordinary Shares will exist or that the Ordinary Shares will trade at prices close to their underlying NAV. Accordingly, Shareholders may be unable to realise their investment at such NAV or at all. • The Company may issue new equity in the future pursuant to the Share Issuance Programme or otherwise. Where statutory pre-emption rights are disapplied, any additional equity financing will be dilutive to those Shareholders who cannot, or choose not to, participate in such financing.
4.	Key information on the admission to trading on a regulated market
a.	Under which conditions and timetable can I invest in this security?
i.	<p>General terms and conditions</p> <p><i>The Initial Issue</i></p> <p>Ordinary Shares are being made available under the Initial Issue at the Issue Price of 100 pence per Ordinary Share. The Initial Issue comprises the Initial Placing, the Offer for Subscription, the Direct Subscriptions and the Intermediaries Offer.</p> <p>Deutsche Bank and JPMC have each agreed to use their reasonable endeavours to procure subscribers pursuant to the Initial Placing for the Ordinary Shares on the terms and subject to the conditions set out in the Share Issuance Agreement. The Initial Placing will close at 5.00 p.m. on 9 July 2021 (or such later date as the Company, Deutsche Bank and JPMC may agree). If the Initial Placing is extended, the revised timetable will be notified through an RIS.</p> <p>Applications under the Offer for Subscription must be for a minimum subscription of 1,000 Ordinary Shares and then in multiples of 100 Ordinary Shares thereafter, although the Board may accept applications below the minimum amounts stated above in its absolute discretion. Completed Application Forms and payments under the Offer for Subscription must be received by 11.00 a.m. on 9 July 2021.</p> <p>Investors may subscribe for Ordinary Shares at the Issue Price pursuant to the Intermediaries Offer. Only the Intermediaries' retail investor clients in the United Kingdom are eligible to participate in the Intermediaries Offer. Investors may apply to any one of the Intermediaries to be accepted as their client. A minimum application of 1,000 Ordinary Shares per Underlying Applicant will apply and thereafter an Underlying Applicant may apply for any higher amount.</p> <p>The Initial Issue is conditional, <i>inter alia</i>, on: (a) the Share Issuance Agreement becoming unconditional (save as to Initial Admission) in respect of the Initial Issue and not having been terminated in accordance with its terms prior to Initial Admission; (b) Initial Admission becoming effective by not later than 8.00 a.m. on 14 July 2021 (or such later time and/or date as Deutsche Bank, JPMC and the Company may agree, being not later than 31 August 2021); and (c) the minimum gross proceeds of £126.1 million ("Minimum Gross Proceeds") (or such lesser</p>

	<p>amount as the Company, the AIFM, Deutsche Bank and JPMC may agree) being raised. If the Minimum Gross Proceeds, or such lesser amount as the Company, the AIFM, Deutsche Bank and JPMC in their absolute discretion may decide, are not raised, the Initial Issue will not proceed and application monies received under the Initial Placing, Offer for Subscription and Intermediaries Offer will be returned to applicants without interest at the applicants' risk.</p> <p><i>The Share Issuance Programme</i></p> <p>The Company may issue further Ordinary Shares pursuant to the Share Issuance Programme during the period from 14 July 2021 to 21 June 2022 (or any earlier date on which it is fully subscribed). The Share Issuance Programme may be implemented by a series of Subsequent Placings, Direct Subscriptions and/or by way of open offers, offers for subscription and/or intermediaries offers.</p> <p>Ordinary Shares are being made available under the Share Issuance Programme at the Share Issuance Programme Price. The Share Issuance Programme Price of any Subsequent Issue will be determined by the Company and will (subject to the following) be not less than the prevailing Net Asset Value per Ordinary Share at the time of issue plus a premium to cover the costs and expenses of such issue.</p> <p>Any new Ordinary Shares issued pursuant to Direct Subscriptions in connection with the acquisition of the Retained Assets will be issued at 100 pence per Ordinary Share.</p> <p>Each Subsequent Issue under the Share Issuance Programme is conditional, <i>inter alia</i>, on: (a) the Share Issuance Programme Price being determined by the Directors as described in the Securities Note; (b) Admission of the Ordinary Shares being issued pursuant to such Subsequent Issue; (c) the Share Issuance Agreement becoming otherwise unconditional in respect of the relevant Subsequent Issue in all respects and not having been terminated on or before the date of such Admission; and (d) a valid Future Summary and/or Future Securities Note and/or Future Registration Document being published by the Company if such is required by the Prospectus Regulation Rules.</p>
ii.	<p><i>Expected Timetable</i></p> <p style="text-align: right;">2021</p> <p>Initial Issue</p> <p>Initial Issue opens Tuesday 22 June</p> <p>Latest time and date for receipt of completed Offer for Subscription Application Forms and payment in full under the Offer for Subscription 11.00 a.m. on Friday 9 July</p> <p>Latest time and date for receipt of completed applications from the Intermediaries in respect of the Intermediaries Offer 3.00 p.m. on Friday 9 July</p> <p>Latest time and date for commitments under the Initial Placing 5.00 p.m. on Friday 9 July</p> <p>Announcement of results of the Initial Issue Monday 12 July</p> <p>Initial Admission and dealings in Ordinary Shares commence 8.00 a.m. on Wednesday 14 July</p> <p>CREST accounts credited with uncertificated Ordinary Shares in respect of the Initial Issue as soon as possible on Wednesday 14 July</p> <p>Where applicable, definitive share certificates in respect of the Ordinary Shares issued pursuant to the Initial Issue despatched by post in the week commencing Monday 19 July (or as soon as possible thereafter)</p> <p>Subsequent Issues under the Share Issuance Programme</p> <p>Subsequent Issues under the Share Issuance Programme between 14 July 2021 and 21 June 2022</p> <p>Publication of Share Issuance Programme Price in respect of each Subsequent Issue as soon as practicable in conjunction with each Subsequent Issue</p> <p>Announcement of the results of each Subsequent Issue as soon as practicable following the closing of a Subsequent Issue</p> <p>Admission and crediting of CREST accounts in respect of each Subsequent Issue as soon as practicable following the allotment of shares pursuant to a Subsequent Issue</p> <p>Definitive share certificates in respect of the Ordinary Shares issued pursuant to each Subsequent Issue despatched by post within 10 business days following the Admission of any Ordinary Shares pursuant to a Subsequent Issue</p>
iii.	<p><i>Details of admission to trading on a regulated market</i></p> <p>Applications will be made to the FCA for all of the Ordinary Shares to be issued pursuant to the Initial Issue and the Share Issuance Programme to be admitted to the premium segment of the Official List and to the London Stock Exchange for such Ordinary Shares to be admitted to trading on the premium segment of the London Stock Exchange's main market.</p>

iv.	<p>Plan for distribution</p> <p>The Company is targeting gross proceeds of up to £180 million through the issue of up to 180 million Ordinary Shares by way of the Initial Placing, the Offer for Subscription, Direct Subscriptions and the Intermediaries Offer at 100 pence per Ordinary Share. This is expected to comprise:</p> <ul style="list-style-type: none"> an issue of up to 150 million Ordinary Shares by way of the Initial Placing, the Offer for Subscription, Direct Subscriptions (other than any Direct Subscription in connection with the Company's acquisition of the Initial Portfolio) and the Intermediaries Offer; and an issue of up to 30 million Ordinary Shares to be subscribed by way of Direct Subscriptions in connection with the Company's acquisition of the Initial Portfolio. <p>Following completion of the Initial Issue, the Directors are authorised to issue further Ordinary Shares pursuant to the Share Issuance Programme. The maximum number of Ordinary Shares that may be issued pursuant to the Initial Issue and the Share Issuance Programme is 500 million.</p>
v.	<p>Amount and percentage of immediate dilution resulting from the issue</p> <p>The Initial Issue will not result in dilution.</p> <p>Assuming that 180 million Ordinary Shares are issued pursuant to the Initial Issue, if 320 million Ordinary Shares are then issued pursuant to the Share Issuance Programme, for those Shareholders who do not participate in any of the Subsequent Issues there would be a dilution of approximately 177 per cent. to their ownership and voting interests in the Company.</p>
vi.	<p>Estimate of the total expenses of the issue</p> <p>The costs and expenses of the Initial Issue are expected to be approximately 2 per cent. of the Gross Issue Proceeds.</p> <p>The costs and expenses of each issue of Ordinary Shares under the Share Issuance Programme will depend on subscriptions received but are expected to be approximately 2 per cent. of the gross proceeds of each such issue under the Share Issuance Programme.</p> <p>Assuming 500 million Ordinary Shares are issued pursuant to the Initial Issue and the Share Issuance Programme (being the maximum number of Ordinary Shares available thereunder), and assuming such shares are issued at the Issue Price, this would result in gross issue proceeds of £500 million, with the costs and expenses payable by the Company expected to be approximately £10 million.</p>
vii.	<p>Estimated expenses charged to the investor</p> <p>The expenses of, or incidental to, the Initial Issue will be paid by the Company. There are no commissions, fees or expenses to be charged directly to investors by the Company.</p> <p>All expenses incurred by any Intermediary are for its own account. Investors should confirm separately with any Intermediary whether there are any commissions, fees or expenses that will be applied by such Intermediary in connection with any application made through that Intermediary pursuant to the Intermediaries Offer.</p> <p>The costs and expenses of any Subsequent Issue will be paid by the Company.</p>
b.	Why is this prospectus being produced?
i.	<p>Reasons for the issue</p> <p>The Initial Issue is being made, and the Share Issuance Programme is being implemented, in order to raise funds for the purpose of investment in accordance with the investment policy and objective of the Company, including through the acquisition of the Initial Portfolio and the Retained Assets.</p> <p>The Company has agreed, pursuant to the Sale and Purchase Agreement and conditional on Initial Admission, to acquire the Initial Portfolio from the Seraphim Space Fund. The Initial Portfolio had an aggregate valuation of £26.1 million as at 31 May 2021.</p> <p>On Initial Admission, the Company will, by virtue of the acquisition of the Initial Portfolio, have a portfolio of 15 investments. Following the sale of the Initial Portfolio, the Seraphim Space Fund will still hold investments in four Space Tech businesses, being Arqit, Iceye, D-Orbit and Spire. These companies are currently subject to corporate activity which may have a material impact on the value of those investments. Pending the completion of the relevant corporate activity or confirmation that the corporate activity is no longer expected to conclude in the near term, the Company will also acquire all or a proportion of these assets from the Seraphim Space Fund (the "Retained Assets") on or before 31 December 2021 and as separate transactions.</p> <p>The Company shall pay for the Initial Portfolio in cash but the Limited Partners have agreed to subscribe all or substantially all of the cash distributed to them pursuant to the sale for new Ordinary Shares at the Issue Price as part of the Initial Issue. The Ordinary Shares to be acquired pursuant to these arrangements will be subject to a lock-in period of six months from (and including) Initial Admission.</p> <p>The Company has agreed, pursuant to the Subsequent Sale and Purchase Agreements and conditional on Initial Admission, to acquire the Retained Assets from the Seraphim Space Fund. The Company shall pay for each of the Retained Assets in cash but the Limited Partners and the Founder Partner (or its partners) (in respect of the carried interest entitlement) have agreed to subscribe all or substantially all of the cash distributed to them</p>

	<p>pursuant to the sale for new Ordinary Shares at a price of 100 pence per Ordinary Share by way of Direct Subscriptions as part of the Share Issuance Programme. The Ordinary Shares to be acquired pursuant to these arrangements will also be subject to a lock-in period. The Founder Partner, through which Mark Boggett, James Bruegger and Rob Desborough will be entitled to approximately 48 per cent. of the carried interest distributed pursuant to the sale of the Retained Assets, has executed subscription letters so that such distribution, less any amount retained to meet tax liabilities, will be subscribed by those individuals (or on their behalf) in Ordinary Shares.</p>
ii.	<p><i>The use and estimated net amount of the proceeds</i></p> <p>The total number of Ordinary Shares to be issued pursuant to the Initial Issue, and therefore the Net Issue Proceeds, is not known as at the date of the Prospectus but will be notified by an RIS announcement prior to Initial Admission.</p> <p>Similarly, the net issue proceeds of any Subsequent Issue under the Share Issuance Programme will depend on the number of Ordinary Shares issued and the relevant Share Issuance Programme Price.</p> <p>Assuming 500 million Ordinary Shares are issued pursuant to the Initial Issue and the Share Issuance Programme (being the maximum number of Ordinary Shares available thereunder), and assuming such shares are issued at the Issue Price, this would result in gross issue proceeds of £500 million and net issue proceeds of approximately £10 million.</p> <p>The Company will invest the net issue proceeds of the Initial Issue and any Subsequent Issue in accordance with the Company's investment objective and policy, including through the acquisition of the Initial Portfolio and the Retained Assets.</p>
iii.	<p><i>Underwriting</i></p> <p>Neither the Initial Issue nor the Share Issuance Programme is being underwritten.</p>
iv.	<p><i>Material conflicts of interest</i></p> <p>As at the date of the Prospectus, there are no interests that are material to the Initial Issue or the Share Issuance Programme and no conflicting interests.</p>

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THIS REGISTRATION DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to what action you should take you are recommended to seek your own financial advice immediately from an independent financial adviser who specialises in advising on shares or 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 Registration Document, the Securities Note and the Summary together comprise a prospectus (the “**Prospectus**”) relating to Seraphim Space Investment Trust plc (the “**Company**”) prepared in accordance with the Prospectus Regulation Rules of the Financial Conduct Authority (“**FCA**”) made pursuant to section 73A of FSMA.

This Registration Document has been approved by the FCA under the UK Prospectus Regulation. The FCA only approves this Registration Document 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 issuer that is the subject of this Registration Document.

This Registration Document is valid for a period of 12 months following its publication and, save in circumstances where the Company is obliged to publish a supplementary prospectus or a supplement to the Registration Document, will not be updated. A future prospectus for any issuance of additional Ordinary Shares may, for a period of up to 12 months from the date of the publication of this Registration Document, consist of this Registration Document, a Future Summary and Future Securities Note applicable to each issue and subject to a separate approval by the FCA on each issue. Persons receiving this Registration Document should read the Prospectus together as a whole and should be aware that any update in respect of a Future Summary and Future Securities Note may constitute a material change for the purpose of the Prospectus Regulation Rules.

The Company and each of the Directors, whose names appear on page 15 of this Registration Document, accept responsibility for the information contained in this Registration Document. To the best of the knowledge of the Company and the Directors, the information contained in this Registration Document is in accordance with the facts and the Registration Document makes no omission likely to affect its import.

Seraphim Space Investment Trust plc

(Incorporated in England and Wales with company number 13395698 and registered as an investment company under section 833 of the Companies Act 2006)

REGISTRATION DOCUMENT

AIFM

Seraphim Space (Manager) LLP

Sponsor and Joint Bookrunner

Deutsche Bank AG, London Branch

Joint Bookrunner

J.P. Morgan Cazenove

Each of Deutsche Bank AG, London Branch (“**Deutsche Bank**”) and J.P. Morgan Securities plc (which conducts its UK investment banking activities as J.P. Morgan Cazenove) (“**JPMC**”) is acting exclusively for the Company and for no-one else in connection with the Initial Issue, the Share Issuance Programme and the other arrangements referred to in the Prospectus and will not regard any other person (whether or not a recipient of this Registration Document) as its client in relation to the Initial Issue, the Share Issuance Programme and the other arrangements referred to in the Prospectus and will not be responsible to anyone other than the Company for providing the protections afforded to its clients, nor for providing advice in connection with the Initial Issue, the Share Issuance Programme, any Admission and the other arrangements referred to in the Prospectus.

JPMC is authorised by the Prudential Regulation Authority (“**PRA**”) and regulated in the United Kingdom by the PRA and the FCA.

Deutsche Bank AG is a joint stock corporation incorporated with limited liability in the Federal Republic of Germany, with its head office in Frankfurt am Main where it is registered in the Commercial Register of the District Court under number HRB 30 000. Deutsche Bank AG is authorised under German banking law. The London branch of Deutsche Bank AG is registered in the register of companies for England and Wales (registration number BR000005) with its registered address and principal place of business at Winchester House, 1 Great Winchester Street, London EC2N 2DB. Deutsche Bank AG is authorised and regulated by the European Central Bank and the German Federal Financial Supervisory Authority (BaFin). With respect to activities undertaken in the UK, Deutsche Bank AG is authorised by the Prudential Regulation Authority with deemed variation of permission. It is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

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The Ordinary Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**US Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered or sold into or within the United States, except pursuant to an exemption from the registration requirements of the US Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States. Outside the United States, the Ordinary Shares may be sold pursuant to Regulation S under the US Securities Act (“**Regulation S**”). Neither the US Securities and Exchange Commission nor any US state securities commission has approved or disapproved of these securities or determined if this document is truthful or complete. Any representation to the contrary is a US criminal offence.

The Prospectus does not constitute an offer to sell, or the solicitation of an offer to acquire or subscribe for, Ordinary Shares in any jurisdiction where such offer or solicitation is unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements on the Company, Deutsche Bank or JPMC. The offer and sale of Ordinary Shares has not been and will not be registered under the applicable securities law of Canada, Japan, Australia, the Republic of South Africa or any member state of the EEA. Subject to certain exemptions, the Ordinary Shares may not be offered to or sold within Canada, Japan, Australia, the Republic of South Africa or any member state of the EEA or to any national, resident or citizen of Canada, Japan, Australia, the Republic of South Africa or any member state of the EEA. None of the Company, Deutsche Bank or JPMC, or any of their respective representatives, is making any representation to any offeree or purchaser of the Ordinary Shares regarding the legality of an investment in the Ordinary Shares by such offeree or purchaser under the laws applicable to such offeree or purchaser. Each investor should consult with his or her own advisors as to the legal, tax, business, financial and related aspects of a purchase of the Ordinary Shares.

Copies of this Registration Document, the Securities Note and the Summary (along with any Future Securities Note and/or Future Summary and any supplementary prospectus issued by the Company) will be available on the Company's website at www.seraphim.vc/investors and the National Storage Mechanism of the FCA at <https://data.fca.org.uk/#/nsm/nationalstoragemechanism>.

Dated: 22 June 2021

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Risk Factors

An investment in the Company carries a number of risks including (without limitation) the risk that the entire investment may be lost. In addition to all other information set out in the Prospectus, the following specific factors should be considered (alongside the section headed “Risk Factors” in the Securities Note) when deciding whether to make an investment in the Company.

The risks set out below are those which are considered to be the material risks relating to an investment in the Company but are not the only risks relating to the Company.

An investment in the Company is suitable for institutional investors, professional investors, high net worth investors, professionally advised private investors and retail investors seeking capital growth from exposure to a portfolio of investments in Space Tech businesses. Investors should understand the risks and merits of such an investment and have sufficient resources to be able to bear any losses (which may equal up to the whole amount invested) that may result from such an investment. Furthermore, an investment in the Company should constitute part of a diversified investment portfolio. Additional risks and uncertainties of which the Company is presently unaware or that the Company currently believes are immaterial may also adversely affect its business, financial condition, results of operations or the value of the Ordinary Shares.

As required by the UK Prospectus Regulation, the risk that the Directors consider to be the most material risk in each category, taking into account the negative impact on the Company and the probability of its occurrence, has been set out first. Given the forward-looking nature of the risks, there can be no guarantee that any such risk is, in fact, the most material or the most likely to occur. Investors should, therefore, review and consider each risk.

1 Risks relating to the Company, its investment strategy and operations

The Company may not meet its investment objective or return 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 capital growth over the long-term. There is no guarantee that the Company will achieve the stated target total return referred to in this Registration Document and therefore achieve its return objective.

The Company's targeted returns are averages of long-term performance based on estimates and assumptions that are inherently subject to significant uncertainties and contingencies, and the actual rate of return may be materially lower than the targeted returns

The Company's target total return set out in this Registration Document is a long-term target only (and, for the avoidance of doubt, is not a profit forecast). There can be no assurance that the Company will meet this target on an annual basis, or any other level of return. The Company may not be able to implement its investment objective and investment policy in a manner that generates returns in line with its targets.

Although the target total return figure is presented as a specific figure in this Registration Document, the actual returns achieved by the Company's investment portfolio may vary from the target total return and these variations may be material. The target total return figure is based on the AIFM's assessment of appropriate expectations for returns, averaged over a five-year period, on the investments that the Company proposes to make and the ability of the AIFM to enhance the return generated by those investments through active asset management. There can be no assurance that these assessments, expectations and assumptions will be proved correct and failure to achieve any or all of them may materially adversely impact the Company's ability to achieve the target total return.

In addition, numerous factors, including, without limitation, taxation and fees payable by the Company, could prevent the Company from achieving its target total return, even if the individual investments made by the Company were to achieve returns in line with the Company's stated targets.

The target total return figure is based on estimates and assumptions about a variety of factors including, without limitation, purchase price, yield and performance of the Company's investments, which are inherently subject to significant business, economic and market uncertainties and contingencies, all of which are beyond the Company's control and which may adversely affect the Company's ability to achieve its targeted returns. In particular, the Company's stated target total return assumes no material changes occur in government regulations or other policies, or in law and taxation, and that the Company is not affected by the occurrence of risks described elsewhere in this Registration Document. There is no guarantee that actual (or any) returns can be achieved at or near the levels set out in this Registration Document. Accordingly, the actual rate of return achieved may be materially lower than that targeted, or may result in a partial or total loss, which could have a material adverse effect on the Company's profitability, the NAV and the price of the Ordinary Shares.

The past performance of the Seraphim Space Fund and of the AIFM and its affiliates cannot be relied upon as an indicator of the future performance of the Company. Total returns will be dependent upon the Company successfully pursuing its investment objective and investment policy. There can be no assurance that the AIFM will be able to invest the Company's assets on attractive terms or generate any investment returns for Shareholders or indeed avoid investment losses.

The Company's due diligence may not identify all risks and liabilities in respect of an investment

Prior to the Company entering into an agreement to acquire an investment in a company, the AIFM, on behalf of the Company, will perform due diligence on the company concerned. There can be no assurance, however, that any due diligence examinations will reveal all of the risks associated with an investment in that company, or the full extent of such risks. To the extent that the AIFM underestimates or fails to identify risks and liabilities associated with the company in question, this may have a material adverse effect on the Company's profitability, the NAV and the price of the Ordinary Shares.

A due diligence failure may also result in investments failing to perform in accordance with projections, which may have a material adverse effect on the Company's ability to achieve its targeted returns.

Even where the AIFM has been able to identify relevant risks and liabilities associated with a potential investment through the due diligence process, the contractual protections in the investment documentation may not be sufficient to protect the Company from such risks and liabilities. As a consequence, the Company may be affected by or exposed to risks against which it has insufficient or no protection or available remedies which may have a material adverse effect on the Company's financial condition, business, prospects and results of operations.

Notwithstanding that the Company has taken reasonable steps to verify the accuracy of the information provided to it by the investee companies that comprise the Initial Portfolio and the Retained Assets, there can be no assurance that such information, some of which has been included in the Prospectus, reveals or highlights accurately all relevant facts and circumstances that may be necessary or helpful in evaluating such investee company.

Disruption due to catastrophic events

The success of the Company could be significantly impacted by catastrophic events around the world and in space. Catastrophic events, such as fires, earthquakes, explosions, hurricanes, floods, severe storms, acts of God, pandemics (such as COVID-19) or other occurrences including climate change, terrorism or war, widespread power blackouts, solar phenomena, orbital collisions as well as other events that are beyond the control of the Company and the AIFM, could interrupt the operations of the Company or its portfolio companies. If a major loss were to occur with respect to an investment, this may lead to volatility in the trading price of the Ordinary Shares and cause the Company's results for a particular period not to be indicative of its performance in a future period and this may materially adversely affect the performance of the Company, the NAV, the Company's earnings and returns to Shareholders.

Contingent liabilities on disposition of investments

In connection with the disposition of an investment in a portfolio company, the Company may be required to make representations about the business and financial affairs of such company typical of those made in connection with the sale of a business. The Company may be required to indemnify

the purchasers of such investment to the extent that any such representations are inaccurate. These arrangements may result in the incurrence of contingent liabilities.

Cash management and delays in deployment of the Net Issue Proceeds

The Company has not entered into any legally binding contractual arrangements to acquire any investments save for the Initial Portfolio and the Retained Assets. There can therefore be no assurance as to how long it will take for the Company to fully invest the Net Issue Proceeds.

Even where the AIFM has identified and approved an investment in line with the Company's investment objective and investment policy it may encounter a number of delays before the investment is finally acquired. These delays may arise as a result of, *inter alia*, conducting full and proper due diligence on the investment and proceeding to completion of the acquisition.

In addition, the Company will also face competition from other investors in identifying and acquiring suitable investments. Competitors may have greater financial resources than the Company and a greater ability to raise equity or borrow funds to acquire investments.

Any delays in full deployment of the Net Issue Proceeds may have an impact on the Company's results of operations and cash flows and the ability of the Company to achieve the stated target total return referred to in this Registration Document.

It is expected that the Company will hold a sufficient amount of its gross assets in cash or cash equivalent investments, for the purpose of making follow-on investments in accordance with the Company's investment policy and to manage the working capital requirements of the Company. This may affect opportunities to increase the Net Asset Value. Any material cash or cash equivalent holdings may have an adverse impact on the Company's financial position, results of operations and returns to investors.

Control over portfolio companies

It is expected that the Company will hold primarily minority, non-controlling interests in its investments and, therefore, may have a limited ability to protect its position in such investments. As a non-controlling investor, the Company may have relatively little ability to influence the operation of the investee companies in which it invests and may have little control over the timing and value of any exit.

In particular, investment documentation may contain certain minority restrictions that may impact on the ability of the Company to have control over its underlying investments and/or expose the Company to the risk that other investors may individually or collectively act in a way that is contrary to the Company's interests.

The Company is subject to the risk that the investee companies in its portfolio may make business decisions with which it disagrees and which may decrease the value of the Company's investment in that company or, in some circumstances, cause reputational damage to the Company.

The foregoing factors may reduce the investment returns generated by portfolio companies and have a material adverse effect on the Company's financial position, results of operations and returns for investors.

In connection with the Company's investments, the AIFM may negotiate the right to appoint a member (or observer) to a portfolio company's board of directors. Although such positions in certain circumstances may be important to the AIFM's investment strategy and may enhance the AIFM's ability to manage the Company's investments, they could result in the board representative being named as a defendant in litigation, including claims of breach of duty of duty and other director-related claims which may have an adverse effect on the AIFM's ability to manage any such investment. These positions may also impair the AIFM's ability to sell the related securities when, and upon the terms, it may otherwise desire. Typically, portfolio companies will have insurance to protect directors and officers, but this insurance may be inadequate. The Company may, pursuant to the Investment Management Agreement, be required to indemnify the AIFM and its principals for liabilities incurred in connection with operations of the Company, including liabilities arising from such claims.

Investment in equity securities

The Company may have holdings of publicly quoted equity securities. Equity securities are subject to risks associated with such investments, including fluctuations in market prices, adverse issuer or market information and the fact that equity securities are subordinate in the right of payment to other corporate securities, including debt securities. The value of these securities varies with the performance of the respective issuers and movements in equity markets generally. As a result, the Company may suffer losses if it invests in equity securities of issuers where performance falls below market expectations or if equity markets in general decline or the Company has not successfully hedged against such a general decline.

Liquidity of investments

The Company is expected to invest a significant proportion of its assets in securities that are not readily tradable, which may make it difficult for the Company to sell its investments and may lead to volatility in the market price of the Ordinary Shares. Investments made by the Company are expected to predominantly comprise unquoted interests in portfolio companies which are not publicly traded or freely marketable and a sale will be conditional on the prevailing mergers and acquisition conditions and may require the consent or cooperation of other interested parties. Investments that are traded on a public exchange may be small companies by market capitalisation and therefore have a more limited secondary market than the securities of larger companies.

Such investments may therefore be difficult to value and realise. Such realisations may involve significant time and cost and/or result in realisations at levels below the value of such investments estimated by the Company.

Changes in laws or regulations governing the Company's operations may adversely affect the Company's business

The Company will be subject to laws 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. The Company must comply with the Listing Rules, Prospectus Regulation Rules, the Disclosure Guidance and Transparency Rules, the UK Market Abuse Regulation and the rules of the London Stock Exchange.

Any change in the law and regulation affecting the Company may have a material adverse effect on the ability of the Company to carry on its business and successfully pursue its investment policy and on the value of the Company and the Ordinary Shares. In such event, the investment returns of the Company may be materially adversely affected.

Unsuccessful transaction costs may adversely affect the Company's business, financial condition, results of operations and prospects

The Company and the AIFM expect to incur significant time and costs in connection with potential investments, including in relation to due diligence, negotiating transaction documentation and legal and accounting costs. Where prospective investments do not proceed to completion, those costs incurred may adversely affect the Company's business, financial condition, results of operations and prospects.

Risks associated with borrowings

The Company may, from time to time, use borrowings for the purpose of bridging investments, to manage its working capital requirements or for efficient portfolio management purposes. The use of borrowings could enhance the total return on the Ordinary Shares where the return on the Company's investment portfolio exceeds the cost of borrowing but will have the opposite effect where the return on the Company's investment portfolio is lower than the cost of borrowing. The use of borrowings by the Company may increase the volatility of the NAV per Ordinary Share.

To the extent that a fall in the value of the Company's investments causes gearing to rise to a level that is not consistent with the Company's borrowing policy or loan covenants, the Company 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.

The Company will pay interest on any borrowings. As such, the Company will be exposed to interest rate risk due to fluctuations in the prevailing market rates to the extent that it has borrowed funds outstanding.

Currency, interest rate and hedging risks

The Company's reporting currency and Ordinary Share price quotation will be sterling. However, the Company may make investments denominated in currencies other than sterling, including dollars. In addition, an element of the income from the Company's investments will be generated in currencies other than sterling.

The Company may hedge currency risk in respect of its portfolio if the Board so determines. Any such hedging may include the use of foreign currency borrowings to finance foreign currency assets and derivatives including forward foreign exchange contracts. The Company will not engage in currency trading for speculative purposes. The Company will review its hedging strategy on a regular basis.

There can be no assurance that any hedging can be performed effectively; hedging may also be costly and may reduce the Company's earnings and returns to Shareholders. Furthermore, hedging arrangements may result in counterparty risk and losses in the event of the default or bankruptcy of a counterparty.

Prospective investors should be aware that currency derivatives designed to provide currency hedging may not perfectly hedge the cash flows of the underlying investments. This may result in differences between the value of any such investments and the hedge that relates to it.

Where currency derivatives are used and the reference exchange rate moves significantly from the rate prevailing at the time the particular contract was entered, the Company may be required to deliver a payment, known as "margin", to the counterparty to collateralise the negative value of a hedging instrument. Depending on the resources available to the Company, its ability to deliver margin may be constrained and may require the Company to sell investments.

The Company has no operating history

The Company is a newly formed company incorporated in England and Wales on 14 May 2021. The Company has no operating results, and it will not commence operations until it has obtained funding through the Initial issue. As the Company lacks an operating history, investors have no basis on which to evaluate the Company's ability to achieve its investment objective. Any investment in the Ordinary 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.

2 Risks relating to venture capital investment

Early-stage companies and smaller capitalisation companies have a higher risk profile than larger and more established companies

The Company is expected to invest its assets in, and expects to have a long-term focus on, Space Tech businesses that are in their early stages which, by their nature, may be smaller capitalisation companies. Such companies can be expected to have less mature businesses, a more restricted depth of management and a higher risk profile than larger and more established companies. As smaller capitalisation companies often do not have the financial strength, diversity and resources of larger and more established companies, they may find it more difficult to operate successfully, especially in periods of low economic growth. The risk of bankruptcy of such companies is generally higher and it can be more challenging to access publicly available information in respect of such companies. Early-stage companies and smaller capitalisation companies are more likely to depend on the management talents of a founder or small group of persons and, if any such persons were to cease to be involved in the management or support of the relevant company, this could have a material adverse impact on their businesses and prospects and the value of the investments in them made by the Company.

The types of investments that the Company anticipates making involve a high degree of risk. Early-stage and growth-stage companies often experience unexpected problems in the areas of product development, manufacturing, marketing, financing and general management, which, in some cases,

cannot be adequately solved. The percentage of such companies that survive and prosper can be small.

Valuation risk

The Company's investments (including the Initial Portfolio and the Retained Assets) will include securities and other interests that are very thinly traded, for which no market exists or which are restricted as to their transferability under applicable laws and/or the relevant investment documentation. Whilst the valuations of the Company's investments will be on the basis of fair value in accordance with the International Private Equity and Venture Capital Valuation Guidelines, these investments are very difficult to value accurately. Such valuations are subject to a range of uncertainties and will involve the AIFM exercising judgement.

All valuations made by or on behalf of the Company will be made, in part, on valuation information provided by investee companies and the Company and the AIFM may not be in a position to confirm the completeness, genuineness or accuracy of such information or data. In addition, such financial reports are typically provided on a periodic basis and generally are issued a number of months after their respective valuation dates. Consequently, each periodic Net Asset Value will contain information that may be out of date and that requires updating and completing. Shareholders should bear in mind that the actual Net Asset Values may be materially different from and may be lower than these periodic valuations and that the reported Net Asset Values of the Company are only required to be audited annually.

There can be no guarantee that the basis of calculation of the value of the Company's investments used in the valuation process will reflect the actual value achievable on realisation of those investments. This may lead to volatility in the valuation of the Company's portfolio and, as a result, volatility in the price of the Ordinary Shares.

The Seraphim Space Fund has agreed to sell to the Company its interests in the Retained Assets at a purchase price dependent on whether the relevant Retained Asset is the subject of a successful corporate action (being either an acquisition and an attendant listing by a purchaser or a meaningful private fundraising (meaningful being, for these purposes, of a value of £15 million or more)). In the event that there is no corporate action by 20 December 2021 the Company will acquire the relevant interests on or by 31 December 2021 at the fair value thereof as at 31 May 2021. In the event that there is no corporate action in respect of a Retained Asset and the Company acquires the relevant asset by 31 December 2021 at the fair value as at 31 May 2021, in the event there is a material adverse change affecting that company prior to the date of its acquisition by the Company, it may have an adverse effect on the value of the Company's portfolio and the Net Asset Value per Ordinary Share.

Need for further investment

The Company may require additional capital in the future for potential follow-on investments in existing investee companies. If the Company is not able to obtain additional capital on acceptable terms, or at all, this may mean that the Company will not be able to participate in subsequent funding rounds carried out by portfolio companies which would result in the interest which the Company holds in such businesses being diluted and could result in the bankruptcy of the portfolio company which may have a material adverse effect on the Company's financial position, results of operations and returns for investors.

3 Risks relating to investment in Space Tech businesses

Regulations and enhanced scrutiny

Recent developments and the changing paradigm of space commercialisation, from being dominated by government programmes to being driven by the interests of private companies, are a challenge for regulators. Regulation generally as well as regulation more specifically addressed to the space sector, including tax laws, could increase the cost of acquiring, holding or divesting of investments in portfolio companies, the profitability of enterprises and the cost of operating the Company. There can be no assurance that any such enhanced scrutiny will not have an adverse impact on the Company or not otherwise impede the Company's activities.

As alternative asset managers have become more influential participants in global financial markets and economy generally, and as the investment funds industry and the reach of transactions

consummated by its participants has continued to grow, the industry has become subject to enhanced political, governmental and regulatory scrutiny around the globe.

This enhanced oversight and regulation, and the need for significant additional rule-making by various governmental bodies, may create uncertainty in the financial markets and, in particular, the private funds industry (such as CFIUS (the Committee on Foreign Investment in the United States) in the US and National Security and Investment Act in the UK). Many of the regulators to which the Company, the AIFM or their respective affiliates are expected to be subject globally, including governmental agencies and self-regulatory organisations, are empowered to conduct investigations and administrative proceedings that can result in fines, suspensions of personnel or other sanctions, including censure, the issuance of cease-and-desist orders or the suspension or expulsion of applicable licenses or members. Even if an investigation or proceeding did not result in a sanction or the sanction imposed against the Company, the AIFM or their respective affiliates were small in monetary amount, the adverse publicity relating to the investigation, proceeding or imposition of these sanctions could harm the Company, the AIFM or their respective affiliates' reputations which may adversely affect the Company's investment performance by hindering its ability to obtain favourable financing or consummate a potentially profitable investment.

There is also a material risk that regulatory agencies in the United Kingdom, Europe, the United States and beyond will continue to adopt burdensome new laws or regulations (including tax laws or regulations), or change existing laws or regulations, or enhance the interpretation or enforcement of existing laws and regulations, at the local and the global economy level. Any such events or changes could occur and may adversely affect the Company's ability to operate and/or pursue its investment strategies. Such risks are often difficult or impossible to predict, avoid or mitigate in advance.

Regulation generally as well as regulation more specifically addressed to the funds and investment industry, including tax laws and regulation, could increase the cost of acquiring, holding or divesting of investments in portfolio companies, the profitability of enterprises and the cost of operating the Company. There can be no assurance that any such enhanced scrutiny will not have an adverse impact on the Company or not otherwise impede the Company's activities.

Risks inherent in investment in Space Tech businesses

Venture capital investment into Space Tech businesses remains a relatively new, largely unproven investment category. The changes in business models of companies operating within the space sector precipitated by the advent of low cost, miniaturised satellites have generally not yet been fully validated. The future success of many Space Tech businesses, including those in which the Company may invest, is reliant upon the anticipated expansion of existing and/or development of entirely new market opportunities within the space market which may or may not materialise.

Furthermore, the capital-intensive nature of many Space Tech businesses will likely result in many of the Company's portfolio companies requiring more capital than the Company is capable of financing in its own capacity. Consequently, the Company will be dependent on the ongoing appetite for non-sector specific investors to continue investing in Space Tech businesses.

Although the Company will maintain a diversified portfolio of investments with a view to spreading investment risk, all of the Company's assets will be invested in or exposed to Space Tech businesses. Consequently, any downturn in the Space Tech sector and its economy or regulatory changes impacting the sector, could have a material adverse effect on the Company's results of operations or financial condition.

Technology and commercialisation risks

The value of the Company's investments in portfolio companies may decline if the portfolio companies are not able to commercialise their technology, products, business concepts or services. Additionally, although some of the Company's portfolio companies may already have a commercially successful product or product line at the time of the Company's investment, technology-related products and services often have a more limited market or life span than products in other industries. Thus, the ultimate success of these companies often depends on their ability to innovate continually in increasingly competitive markets. If they are unable to do so, the Company's investment returns could be adversely affected.

The Company's portfolio companies may be unable to acquire or develop successful new technologies and the intellectual property they currently hold may not remain viable. Even if the Company's portfolio companies are able to develop commercially viable products, the market for new products and services is highly competitive and rapidly changing. Neither the Company nor its portfolio companies will have any control over the pace of technology development. Commercial success is difficult to predict, and the marketing efforts of the Company's portfolio companies may not be successful.

4 Risks relating to service providers

The Company is dependent on the expertise of the AIFM and its key personnel to evaluate investment opportunities and to assist in the implementation of the Company's investment objective and investment policy

The Company will be reliant upon, and its success will depend on, the AIFM and its personnel, services, market intelligence, relationships and expertise.

The ability of the Company to successfully pursue its investment objective and investment policy may, among other things, depend on the ability of the AIFM to retain its existing staff and/or to recruit individuals of similar experience and calibre. The retention of key members of the team cannot be guaranteed. In the event of a departure of a key employee of the AIFM, there is no guarantee that the AIFM would be able to recruit a suitable replacement or that any delay in doing so would not adversely affect the performance of the Company.

The Company is subject to the risk that the Investment Management Agreement may be terminated and that no suitable replacement will be found. If the Investment Management Agreement is terminated and a suitable replacement is not secured in a timely manner or key personnel of the AIFM are not available to the Company with an appropriate time commitment, the ability of the Company to execute its investment objective and investment policy may be materially adversely affected.

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

The Company has no employees and the Directors have all been appointed on a non-executive basis. Whilst the Company has taken all reasonable steps to establish and maintain adequate procedures, systems and controls to enable it to comply with its obligations, the Company is reliant upon the performance of third-party service providers for certain of its executive functions. In particular, the AIFM, the Administrator, the Depositary and the Registrar perform services which are integral to the operation of the Company, such as the calculation of the Company's NAV, the preparation of the Company's financial statements and the safekeeping of the Company's investments. Failure by any service provider to carry out its obligations to the Company in accordance with the terms of its appointment could have a materially detrimental impact on the operation of the Company and potentially expose the Company to regulatory penalties, reputational damage or even impact the value of the Company's investments, causing losses for the Company.

The AIFM and its affiliates may provide services to other clients which could compete directly or indirectly with the activities of the Company and may be subject to conflicts of interest in respect of its activities on behalf of the Company

The AIFM and its affiliates are involved in other activities which may on occasion give rise to conflicts of interest with the Company. In particular: (i) the AIFM or its affiliates may manage and/or advise other funds or entities and may provide investment management, investment advisory or other services in relation to these funds, future funds or entities which may have similar investment policies to that of the Company; (ii) the AIFM and its affiliates may carry on investment activities for their own accounts and for other accounts in which the Company has no interest; and (iii) the AIFM and its affiliates may give advice and recommend investments to other managed accounts or investment funds which may differ from advice given to, or investments recommended or bought for, the Company, even though their investment policies may be the same or similar. If these conflicts of interest are managed to the detriment of the Company by the AIFM they could materially and adversely affect the performance of the Company.

The AIFM may, from time to time, cause the Company to invest alongside other entities, purchase investments from other entities and/or cause the Company to sell all or a portion of investments to

other entities. The appropriate allocation between the Company and any other entities of expenses and fees generated in the course of evaluating investments which are not consummated, such as out-of-pocket fees associated with due diligence, legal fees and the fees of other professionals, will be determined by the AIFM in good faith in accordance with its policies and procedures. The AIFM believes that the expected significant investment of its key personnel in the Company, as well as the AIFM's interest in the performance fee payable under the Investment Management Agreement, will operate to align, to some extent, the interest of the AIFM with the interest of Shareholders, although the AIFM has or may have economic interests in such other investment funds and investments as well and receive management fees and carried interests relating to these interests. In the event the Company and any other entities invest at the same, different or overlapping levels of a portfolio company's capital structure, or hold different securities (including with respect to their relative seniority, and whether such securities are purchased contemporaneously or otherwise), the AIFM and its affiliates may be presented with decisions where there is a potential for conflicts of interest in determining the terms of each such investment. There can be no assurance that any such conflict can be resolved in a manner that is beneficial to the Company, and actions may be taken that are adverse to the Company.

5 Risks relating to taxation

Risks associated with the inability to obtain or maintain investment trust status

It is the intention of the Directors to apply to HMRC for, and to conduct the affairs of the Company so as to satisfy the conditions for, approval of the Company as an investment trust under Chapter 4 of Part 24 of the Corporation Tax Act 2010. A failure to obtain or maintain HMRC approval as an investment trust, including as a result of a change in tax law or practice, could result in the Company not being able to benefit from the current exemption for investment trusts from UK tax on chargeable gains and could affect the Company's ability to provide returns to Shareholders. 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 an investment trust, as the Ordinary 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 an investment trust, will, as soon as reasonably practicable, notify Shareholders of this fact.

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

Changes in taxation legislation or practice, whether in the UK or elsewhere, could affect the value of the investments held by the Company, 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).

Important information

Forward-looking statements

This Registration Document 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 variations or similar expressions. These forward-looking statements relate to matters that are not historical facts. They appear in a number of places throughout this Registration Document and include statements regarding the intentions, beliefs or current expectations of the Company, the Directors and the AIFM concerning, amongst other things, the investment strategy, financing strategies, investment performance, results of operations, financial condition, prospects and the dividend policies of the Company and the instruments in which it will invest. Such forward-looking statements involve unknown risks, uncertainties and other factors which may cause the actual results, financial condition, performance or achievements of the Company, or industry results, to be materially different from any future results, 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 Registration Document. Subject to its legal and regulatory obligations (including under the Prospectus Regulation Rules), the Company expressly disclaims any obligations to update or revise any forward-looking statement contained herein to reflect any change in expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based unless required to do so by law or any appropriate regulatory authority, including FSMA, the UK Prospectus Regulation, the Prospectus Regulation Rules, the Disclosure Guidance and Transparency Rules, the UK Market Abuse Regulation and the Listing Rules.

Nothing in the preceding two paragraphs should be taken as limiting the working capital statement in paragraph 5 of Part 4 of the Securities Note.

General

This Registration Document should be read in its entirety, along with the Summary and the Securities Note and any Future Summary and Future Securities Note, before making any application for Ordinary Shares. Prospective investors should rely only on the information contained in the Prospectus (which comprises this Registration Document, together with the Summary and the Securities Note and any Future Registration Document, Future Summary or Future Securities Note and any supplementary prospectus issued by the Company).

No broker, dealer or other person has been authorised by the Company to issue any advertisement or to give any information or to make any representations in connection with the offering or sale of Ordinary Shares other than those contained in the Prospectus and, if issued, given or made, such advertisement, information or representation must not be relied upon as having been authorised by the Company, Deutsche Bank, JPMC or any of their respective affiliates, officers, directors, employees or agents.

Without prejudice to the Company's obligations under the UK Prospectus Regulation, the Prospectus Regulation Rules, the Listing Rules, the UK Market Abuse Regulation and the Disclosure Guidance and Transparency Rules, neither the delivery of the Prospectus nor any subscription for or purchase of Ordinary Shares made pursuant to the Initial Issue or the Share Issuance Programme shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since, or that the information contained in the Prospectus is correct as at any time subsequent to, the date of the Prospectus.

All Shareholders are entitled to the benefit of, are bound by, and are deemed to have notice of, the provisions of the Company's memorandum of association and the Articles which investors should review. A summary of the Articles is contained in paragraph 3 of Part 7 of this Registration Document under the section headed “The Articles”.

Statements made in this Registration Document are based on the law and practice in force in England and Wales as at the date of this Registration Document and are subject to changes therein.

Market, economic and industry data

This Registration Document includes certain market, economic and industry data obtained by the Company from industry publications, data and reports compiled by professional organisations, analysts and data from other external sources. Where information has been referenced in this Registration Document, the source of that third-party information has been disclosed. The Company and the Directors confirm that such data has been accurately reproduced and, so far as they are aware and are able to ascertain from information published from such sources, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Currency presentation

All references in the Prospectus to “GBP”, “pounds sterling”, “£”, “pence” or “p” are to the lawful currency of the UK.

Definitions

A list of defined terms used in this Registration Document is set out at Part 8 of this Registration Document.

No incorporation of website information

The contents of the Company’s website (www.seraphim.vc/investors), or the contents of any website accessible from hyperlinks on the Company’s website or any other website referred to in the Prospectus, do not form part of the Prospectus. Investors should base their decision whether or not to invest in the Ordinary Shares on the contents of the Prospectus alone.

Times and dates

References to times and dates in this Registration Document are, unless otherwise stated, to United Kingdom times and dates.

Directors, management and advisers

Directors	<p>Will Whitehorn (Non-executive Chair)</p> <p>Sue Inglis (Non-executive Director)</p> <p>Christina McComb (Non-executive Director)</p> <p><i>all independent and of the registered office below:</i></p>
Registered Office	<p>5th Floor 20 Fenchurch Street</p> <p>London</p> <p>EC3M 3BY</p>
AIFM	<p>Seraphim Space (Manager) LLP</p> <p>167 City Road</p> <p>London</p> <p>EC1V 1AW</p>
Sponsor and Joint Bookrunner	<p>Deutsche Bank AG, London Branch</p> <p>Winchester House</p> <p>1 Great Winchester Street</p> <p>London</p> <p>EC2N 2DB</p>
Joint Bookrunner	<p>J.P. Morgan Securities plc</p> <p>25 Bank Street</p> <p>Canary Wharf</p> <p>London</p> <p>E14 5JP</p>
Intermediaries Offer Adviser	<p>Solid Solutions Associates (UK) Limited</p> <p>1 Forest Lane</p> <p>Hightown Hill</p> <p>Ringwood</p> <p>BH2 3HF</p>
Legal Adviser to the Company	<p>Stephenson Harwood LLP</p> <p>1 Finsbury Circus London</p> <p>EC2M 7SH</p>
Legal Adviser to the Joint Bookrunners	<p>Travers Smith LLP</p> <p>10 Snow Hill</p> <p>London</p> <p>EC1A 2AL</p>
Administrator and Company Secretary	<p>Ocorian Administration (UK) Limited</p> <p>5th Floor 20 Fenchurch Street</p> <p>London</p> <p>EC3M 3BY</p>
Depository	<p>Ocorian Depository (UK) Limited</p> <p>5th Floor 20 Fenchurch Street</p> <p>London</p> <p>EC3M 3BY</p>
Registrar	<p>Computershare Investor Services PLC</p> <p>The Pavilions</p> <p>Bridgewater Road</p> <p>Bristol</p> <p>BS99 6ZZ</p>

Receiving Agent

Computershare Investor Services PLC
Corporate Actions Projects
Bristol
BS99 6AH

Reporting Accountant and
Auditors

BDO LLP
55 Baker Street
London
W1U 7EU

Part 1

Investment highlights

Space sector undergoing transformational growth: The economics of space have changed with the costs of building and launching a satellite having fallen by a factor of more than 100x since 2010. This paradigm shift is leading to the space sector being central to some of the megatrends that will reshape our world, helping to address some of the world's most pressing problems and in the process helping to unlock US\$ trillions of value.

Sector leadership: Since launching the world's first 'New Space' technology venture fund in 2016 (the Seraphim Space Fund), Seraphim has established itself as the "go to" VC for Space Tech entrepreneurs. Across Seraphim's space investment initiatives, the firm has developed a portfolio of over 50 international space-related companies – becoming the most prolific specialist Space Tech investment group globally.

Space experience: The Seraphim team is comprised of seasoned venture capitalists and some of the sector's most successful entrepreneurs who scaled their Space Tech businesses to multi-billion dollar exits. Seraphim has become a recognised "thought leader" within the space domain through its quarterly space investment index, space-tech market map publications and frequent keynote speeches and conference panels.

Track record: Seraphim has demonstrated its ability to invest early into some of the most notable emerging Space Tech companies, three of which have announced their plans to go public via SPAC-merger transactions, and with the Seraphim Space Fund currently demonstrating an IRR of 31 per cent.

Corporate partnerships: Seraphim leverages relationships with leading global multi-national space companies, many as investors in its funds, including Airbus, SES and Telespazio. This provides access to their business units and expert staff for deal flow origination, thematic ideation, due diligence evaluation, portfolio company commercial collaboration and M&A potential. This capability provides Seraphim with even greater conviction to invest and back the most ambitious entrepreneurs.

Deal flow: Seraphim already routinely receives a significant proportion of the global deal flow in the space sector. This provides the AIFM with a high degree of information asymmetry over each sub-category within the domain. Seraphim enjoys a global profile as a leading investor in the sector, which is continually being developed by publishing proprietary research, regular commentary in global press and publications and consistently speaking as keynote or on panels at industry events around the world. Seraphim has a proven history of originating off-market investment opportunities.

Venture relationships: Central to its leadership position in the Space Tech domain is the collective power of Seraphim's connections and networks. Seraphim can demonstrate extensive relationships within the global venture community, with a proactive framework in place to ensure continual engagement, not least through the VC targeted thought leadership publications such as the space-tech market map, space investment index and the smallsat constellation research coverage.

Seeded portfolio: The Initial Portfolio and the Retained Assets comprise a diverse group of 19 international companies including a range of businesses now considered to be category leaders. Seraphim has a deep understanding of these businesses and has conviction to deploy significant additional capital to support proven teams to address their global vision.

De-risking early stage investment: The AIFM filters the most promising seed stage opportunities into an affiliated accelerator programme – Seraphim Space Camp – which operates twice per year. Each cohort of typically 7-10 companies participate in a 12-week programme. During this time they engage extensively with corporate partners that include multinational space leaders which in the past have included the likes of Inmarsat, Rolls Royce, Eutelsat, Cyient and Airbus along with space agencies including the UK and European Space Agencies. This provides a programmatic due diligence exercise offering a 360-degree view from industry experts on the capabilities of the companies, their technologies and founders. The programme culminates with an investor day where typically over 200 global VC firms attend and then syndicate to provide seed funding to the most promising Space Tech start-ups from each cohort.

Optionality: A key element of Seraphim's playbook is that the AIFM takes an option for the benefit of the funds it manages to invest £250,000 in each of the companies participating in the Space Camp programme. The AIFM typically looks to back the best performing one or two companies from each cohort. These options have a two-year duration which means that the AIFM can monitor traction over a period of time post a company completing the accelerator programme and retains a future right to invest in the best performing companies in any financing rounds they raise within this period.

Due diligence capability: Seraphim has pioneered the multi-corporate model in the space sector. Through a combination of investment in its funds and sponsorship of the Seraphim Space Camp, Seraphim has access to a range of the world's leading space corporates. This provides access to their respective business units for informal (quick email to several parties) or formal (in-depth meetings and analysis) purposes. This comprehensive privileged access to the broadest range of sector experts provides Seraphim with capability to build even greater conviction.

Highly capable and incentivised fund investment team: Seraphim has global investment experience, a disciplined, methodical and well documented process developed over the past decade of the team working together to identify and invest in future market leading companies. Supplemented by the entrepreneurial experiences of the Investment Advisory Committee who have themselves founded and scaled to US\$ billions some of the most successful businesses in the sector.

Intensive focus on adding value to portfolio companies: The AIFM will seek to identify value creation opportunities during the due diligence process and work closely with portfolio company management to implement their business plan. In addition, the AIFM intends to drive strategic priorities by defining and monitoring portfolio company key performance indicators. Over the course of diligence and throughout the investment hold period, the AIFM expects to continually evaluate senior management and to leverage its network and experience to support critical hires, conduct strategic reviews, facilitate investment and M&A and provide market intelligence.

Robust pipeline: Due to significant monthly deal flow the investment team is in the privileged position to have a high degree of information asymmetry in relation to private companies within the global space domain. Pipeline opportunities for the Company have been extensively pre-identified so that the Company can deploy capital raised quickly and efficiently. Seraphim has an identified pipeline of assets currently in excess of £400 million.

Part 2

Information on the Company

1 Introduction

The Company is a newly established closed-ended investment company incorporated in England and Wales on 14 May 2021 with registered number 13395698. The Company intends to carry on business as an investment trust within the meaning of Chapter 4 of Part 24 of the Corporation Tax Act 2010.

An investment in the Company will provide investors with exposure to a portfolio of investments in Space Tech businesses.

The Company has an independent board of non-executive directors and has appointed Seraphim Space (Manager) LLP as its alternative investment fund manager (AIFM).

Further information on the investment opportunity offered by the Company is set out in Part 3 of this Registration Document. Further information on the Board and the AIFM is set out in Part 5 of this Registration Document.

The Company has agreed, pursuant to the Sale and Purchase Agreement and conditional on Initial Admission, to acquire the Initial Portfolio from the Seraphim Space Fund. The Initial Portfolio had an aggregate valuation of £26.1 million as at 31 May 2021.

On Initial Admission, the Company will, by virtue of the acquisition of the Initial Portfolio, have a portfolio of 15 investments. Following the sale of the Initial Portfolio, the Seraphim Space Fund will still hold investments in four Space Tech businesses, being Arqit, Iceye, D-Orbit and Spire. These companies are currently subject to corporate activity which may have a material impact on the value of those investments. Pending the completion of the relevant corporate activity or confirmation that the corporate activity is no longer expected to conclude in the near term, the Company will also acquire all or a proportion of these assets from the Seraphim Space Fund (the “**Retained Assets**”) on or before 31 December 2021 and as separate transactions.

The Company shall pay for the Initial Portfolio in cash but the Limited Partners have agreed to subscribe all or substantially all of the cash distributed to them pursuant to the sale (being not less than 95 per cent. of the purchase price for the assets) for new Ordinary Shares at the Issue Price as part of the Initial Issue. The Ordinary Shares to be acquired pursuant to these arrangements will be subject to a lock-in period of six months from (and including) Initial Admission, a summary of which is set out in paragraph 7.3 of Part 4 of the Securities Note.

The Company has agreed, pursuant to the Subsequent Sale and Purchase Agreements and conditional on Initial Admission, to acquire the Retained Assets from the Seraphim Space Fund. The Company shall pay for each of the Retained Assets in cash but the Limited Partners and the Founder Partner (or its partners) (in respect of the carried interest entitlement) have agreed to subscribe all or substantially all of the cash distributed to them pursuant to the sale (being not less than 94.5 per cent. of the purchase price for the assets) for new Ordinary Shares at a price of 100 pence per Ordinary Share by way of Direct Subscriptions as part of the Share Issuance Programme. The Ordinary Shares to be acquired pursuant to these arrangements will also be subject to a lock-in period, a summary of which is set out in paragraphs 7.2 and 7.3 of Part 4 of the Securities Note. The Founder Partner, through which Mark Boggett, James Bruegger and Rob Desborough will be entitled to approximately 48 per cent. of the carried interest distributed pursuant to the sale of the Retained Assets, has executed subscription letters so that such distribution, less any amount retained to meet tax liabilities, will be subscribed by those individuals (or on their behalf) in Ordinary Shares.

Further information on the Initial Portfolio and the Retained Assets is set out in Part 4 of this Registration Document and summaries of the Lock-in Deed, the Sale and Purchase Agreement and the Subsequent Sale and Purchase Agreements are set out at paragraphs 8.4, 8.10 and 8.11, respectively, of Part 7 of this Registration Document.

2 Investment objective

The Company's investment objective is to generate capital growth over the long term through investment in a diversified international portfolio of Space Tech businesses.

"Space Tech businesses" means businesses which rely on space-based connectivity or precision, navigation and timing signals or whose technology or services are already addressing, originally derived from, or of potential benefit to the space sector.

3 Investment policy

The Company will seek exposure to early and growth stage privately financed Space Tech businesses.

The Company will purchase the Initial Portfolio following Initial Admission and thereafter will seek to acquire primarily minority holdings in early and growth stage investments in unquoted Space Tech businesses. The Company intends to realise long term value through exiting its investments over time.

The Company will invest internationally with a view to maintaining a diversified portfolio primarily located in the US, UK and Europe. Once fully invested, the Company's portfolio is expected to comprise 20 to 50 holdings. The Company will at all times invest and manage the portfolio in a manner consistent with spreading investment risk.

It is anticipated that investments will mainly be in the form of equity and equity-related instruments although the Company may invest in a range of financial instruments including, without limit, securities, derivatives, warrants, options, futures, convertible bonds, convertible loan notes, convertible loan stocks or convertible preferred equity. The Company may also on occasion invest in other debt-based investments not referred to above, including, without limit, loan stock, payment-in-kind instruments and shareholder loans. In addition to participating in new issues, the Company may also undertake secondary transactions that involve the acquisition of existing stakes.

The Company may invest in companies as well as other forms of legal entity, including partnerships and limited liability partnerships. The Company may acquire investments directly or by way of holdings in special purpose vehicles, intermediate holding entities or other structures. The Company will not invest in other listed closed-ended investment funds.

The Company will generally only invest in publicly quoted companies that constitute part of the Initial Portfolio or the Retained Assets or in circumstances where it has already made an initial investment prior to the portfolio company's initial public offering. However, the Company may invest in aggregate up to 5 per cent. of Gross Asset Value in aggregate, calculated at the time of investment, in publicly quoted companies that do not constitute part of the Initial Portfolio or the Retained Assets or in which it has not already made an initial investment prior to an initial public offering.

Investment restrictions

The Company will invest and manage its assets with the object of spreading risk through the following investment restrictions:

- the aggregate value of the Company's holding in any single portfolio company or other entity will represent no more than 15 per cent. of Gross Asset Value, provided that the aggregate value of one holding in any single portfolio company or other entity may represent up to 20 per cent. of Gross Asset Value; and
- the Company's aggregate investment in publicly quoted companies will represent no more than 30 per cent. of Gross Asset Value.

Each of the restrictions above will be calculated at the time of investment. For the avoidance of doubt, any process by which an unlisted investment of the Company becomes listed shall be deemed not to be a new investment by the Company. The Company will not be required to dispose of any investment or to rebalance the portfolio as a result of a change in the respective valuations of its assets.

Hedging and derivatives

Save for investments made using equity-related instruments as described above, the Company will not employ derivatives of any kind for investment purposes other than to potentially hedge downside risk on a quoted portfolio company for specific reasons, such as where the Company is subject to lock-up provisions. Derivatives may be used for currency hedging purposes.

Borrowing policy

Although the Company does not intend to use structural gearing with a view to enhancing returns on investments, the Company may, from time to time, use borrowings for the purpose of bridging investments, to manage its working capital requirements and for efficient portfolio management purposes. Borrowing will not exceed 10 per cent. of Net Asset Value, calculated at the time of drawdown of the relevant borrowing.

Cash management

The Company 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 or Cash Equivalents that the Company may hold or where it is held.

Cash and Cash Equivalents will be held with approved counterparties and in line with prudent cash management guidelines agreed between the Board and the AIFM.

The Company will hold sufficient Cash or Cash Equivalents for the purpose of making follow-on investments in accordance with the Company’s investment policy and to manage the working capital requirements of the Company.

Changes to the investment policy

No material change will be made to the investment policy without the approval of Shareholders by ordinary resolution. Non-material changes to the investment policy may be approved by the Board.

In the event of a breach of the investment policy set out above and the investment and gearing restrictions set out therein, the AIFM shall inform the Board upon becoming aware of the same and if the AIFM and/or the Board consider(s) the breach to be material, notification will be made to a Regulatory Information Service.

4 Investment period

The Company intends that the Net Issue Proceeds will be invested as quickly as practicable following Initial Admission. Based on the opportunities for investment that the AIFM has identified, including the acquisition of the Initial Portfolio and the Retained Assets, the AIFM estimates that the remaining Net Issue Proceeds should be substantially invested within 6 to 12 months of Initial Admission, on the assumption that target gross proceeds of £180 million are raised pursuant to the Initial Issue (including pursuant to Direct Subscriptions from the Limited Partners in connection with the acquisition of the Initial Portfolio).

5 Target returns and distribution policy

The Directors intend to manage the Company’s affairs to achieve Shareholder returns through capital growth rather than income.

The Company has no formal benchmark. However, the Company will target an annualised NAV total return on the Company’s portfolio of at least 20 per cent. over the long-term. This is intended to be a target only and reflects the AIFM’s expectations of the potential returns that can be generated by investing in a portfolio of early and growth stage private companies which have the potential to generate substantial returns for their shareholders over the long-term and recognises that not all portfolio companies will achieve their potential and that some may fail in their entirety. It should not be taken as an indication of the Company’s expected future performance, return or results over any period and does not constitute a profit forecast. The actual return generated by the Company over any period will depend on a wide range of factors including, but not limited to, the performance of its investee companies, the terms of the investments made, general economic and market conditions, fluctuations in currency exchange rates and the other risks described in the section of this Registration Document headed “Risk Factors”. Accordingly, prospective investors should not

place any reliance on the target return referred to above in deciding whether to invest in the Ordinary Shares.

As the Company's priority is to produce capital growth over the long term, it has no dividend target and will not seek to provide Shareholders with a particular level of distribution. However, the Company intends to comply with the requirements for maintaining investment trust status for the purposes of section 1158 of the Corporation Tax Act 2010 regarding distributable income. Therefore, in accordance with regulation 19 of the Investment Trust (Approved Company) (Tax) Regulations 2011, the Company will not (except to the extent permitted by those regulations) retain more than 15 per cent. of its income (as calculated for UK tax purposes) in respect of each accounting period and any excess will be distributed in the form of a final dividend.

6 Valuation and NAV

The unaudited Net Asset Value and the unaudited Net Asset Value per Ordinary Share will be calculated in sterling by the Administrator on a quarterly basis. Such calculations will be notified through a Regulatory Information Service.

The Net Asset Value is the value of all assets of the Company less its liabilities to creditors (including provisions for such liabilities) determined in accordance with applicable accounting standards.

The value of the assets of the Company shall be calculated on the following bases:

- the value of investments that are not publicly traded will be valued using recognised valuation methodologies in accordance with the International Private Equity and Venture Capital Association valuation guidelines (IPEVCA Guidelines) or any other guidelines the AIFM and Board consider appropriate. These methods will include primary valuation techniques, such as revenue or earnings multiples, discounted cash flow analysis or recent transactions, in accordance with the IPEVCA Guidelines;
- where an investment in an unlisted business has been made recently the Company may use cost as the best indicator of fair value. In such a case changes or events subsequent to the relevant transaction date would be assessed to ascertain if they imply a change in the investment's fair value;
- publicly traded securities will be valued by reference to their bid price or last traded price, if applicable, on the relevant exchange in accordance with the Association of Investment Companies' valuation guidelines and applicable accounting standards. Where trading in the securities of an investee company is suspended, the investment in those securities will be valued at the estimate of its net realisable value. In preparing these valuations, account will be taken, where appropriate, of latest dealing prices, valuations from reliable sources, comparable asset values and other relevant factors; and
- any value otherwise than in pounds sterling shall be converted into pounds sterling at the rate (whether official or otherwise) which the Directors shall in their absolute discretion deem appropriate to the circumstances.

If in any case a particular value is not ascertainable as above provided, or if the Directors shall consider that some other method of valuation better reflects the fair value of the relevant investments, then in such case the method of valuation of the relevant investment shall be such as the Directors shall determine. For the purposes of ascertaining or obtaining any price, quotation, rate or other value referred to in the preceding paragraphs for use in determining the value of any asset, the AIFM shall be entitled to use the services of any reputable information or pricing service but only to the extent designated by the Directors.

The calculation of the NAV may be suspended, by order of the Board, in circumstances where the underlying data necessary to value the investments of the Company cannot readily, or without undue expenditure, be obtained or in other circumstances (such as a systems failure of the Administrator) which prevents the Company from making such calculations.

Details of any suspension in making such calculations will be announced through a Regulatory Information Service as soon as practicable after any such suspension occurs.

7 Reports and accounts

The annual report and accounts of the Company will be made up to 30 June in each year with a copy being made available to Shareholders within the following four months. The Company will also publish unaudited half-yearly reports to 31 December. Copies of the unaudited half-yearly reports will be made available within the following three months.

The Company's financial statements will be prepared in accordance with UK IAS.

8 Share rating management

The Board recognises the need to address any sustained and significant imbalance of buyers and sellers which might otherwise lead to the Ordinary Shares trading at a material discount or premium to their NAV. The Board has not adopted any formal discount or premium targets which would dictate the point at which the Company would seek to buy-back or issue Ordinary Shares. However, the Board is committed to utilising its share buyback and issuance authorities where appropriate in such a way as to mitigate the effects of any such imbalance. In considering whether buyback or issuance might be appropriate in any particular set of circumstances, the Board will take into account, amongst other things, prevailing market conditions, the cash resources readily available to the Company, the Company's immediate pipeline of investment opportunities; the level of the Company's existing borrowings; the Company's working capital requirements; and the degree of NAV accretion that will result from the buyback or issuance, and, in the case of buybacks, whether higher returns would be made from investing capital than buying back Ordinary Shares. The Board will keep Shareholders informed, on a regular and ongoing basis, of the approach which it has adopted to share rating management, principally through commentary in the Company's annual and half-yearly reports.

A special resolution has been passed granting the Directors authority to repurchase up to 14.99 per cent. of the Company's issued Ordinary Share capital immediately following Initial Admission during the period expiring at the conclusion of the first annual general meeting of the Company. Renewal of this buy-back authority is expected to be sought at each annual general meeting of the Company. Ordinary Shares purchased by the Company may be held in treasury or cancelled.

Shareholders should note that, notwithstanding the intention of the Directors set out above, the purchase of Ordinary Shares by the Company on each occasion is at the absolute discretion of the Directors and is subject to the working capital requirements of the Company and the amount of cash available to the Company (whether through the availability of cash in the Company or realisation of liquid assets or otherwise) to fund such purchases. Accordingly, no expectation or reliance should be placed on the Directors exercising such discretion on any one or more occasions.

Any Ordinary Shares repurchased pursuant to the general authority referred to above may be held in treasury. The Companies 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 Ordinary 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 Ordinary Shares will be sold from treasury at a price less than the NAV per Ordinary Share at the time of the sale unless they are first offered *pro-rata* to existing Shareholders.

The Company may issue up to 500 million Ordinary Shares less the number of Ordinary Shares to be issued under the Initial Issue, on a non-pre-emptive basis, following Initial Admission, pursuant to the Share Issuance Programme.

Investors should note that the issuance of new Ordinary Shares is entirely at the discretion of the Board, and no expectation or reliance should be placed on such discretion being exercised on any one or more occasions.

Unless authorised by Shareholders, no Ordinary Shares will be issued at a price less than the last published Net Asset Value per Ordinary Share at the time of their issue unless they are first offered *pro-rata* to existing Shareholders.

9 Continuation vote

The Company has no fixed life but pursuant to the Articles an ordinary resolution proposing that the Company continue in existence as an investment company will be proposed at the annual general meeting of the Company to be held in 2026 and, if passed, every five years thereafter. Upon any such resolution not being passed, proposals will be put forward by the Directors within three months after the date of the resolution to the effect that the Company be wound up, liquidated, reconstructed or unitised

10 Profile of a typical investor

An investment in the Company is designed to be suitable for institutional investors, professional investors, high net worth investors, professionally advised private investors and retail investors seeking capital growth over the long term from exposure to a portfolio of investments in Space Tech businesses. Investors should understand the risks and merits of such an investment and have sufficient resources to be able to bear any losses (which may equal up to the whole amount invested) that may result from such an investment. Furthermore, an investment in the Company should constitute part of a diversified investment portfolio. It should be remembered that the market price of Ordinary Shares and any income from them can go down as well as up.

Part 3

Investment opportunity, investment strategy and investment process

1 Investment opportunity

The AIFM believes that Space Tech is highly attractive to investors for several reasons:

- **Impact:** Space has a unique role in helping address the world's most pressing problems. Space will be an enabler for connectivity and autonomous mobility whilst addressing the crisis faced in climate, sustainability and population growth.
- **Long-term growth:** Space is at the nexus of a number of long-term megatrends including autonomous transport, smart cities, climate sustainability, Internet of Things ("IoT"), 3D printing and Artificial Intelligence.
- **The economics of space have changed:** Technological advances are overturning traditional models for operating in space, as low-cost access to space becomes a reality with innovations such as reusable rockets. The cost of building and launching a satellite has fallen by a factor of more than 100x since 2010.
- **Timing is now:** Today there are approximately 3,700 satellites in orbit – over the next decade over 100,000 satellites are planned. This will create a new digital infrastructure in space that will deliver capabilities that will define societal change over the forthcoming decade.
- **First mover advantage:** The space industry has steep learning curves and being first to market might confer an advantage by providing a "head start". Being first to develop the technical know-how, first to undertake extensive patenting to protect technical intellectual property, customer relationships, learning curves and regulatory relationships are likely to prove beneficial to long-term success. Economies of scale create a moat through buying in bulk, and scaling purchasing to drive down unit costs.
- **Limited access via private equity or public markets:** The majority of companies in the Space Tech industry are privately owned and financed. An investment in the Company offers public market investors the opportunity to access a diversified portfolio of early and growth staged Space Tech business.

The space sector today

As illustrated in Figure 1 below, Space is a US\$366 billion industry¹. Satellites are the hidden lynchpin powering many facets of our everyday lives. This encompasses both the familiar in the satellite navigation in our cars and location-based apps like Google Maps and Uber on our smartphones, through to the less obvious such as telecommunications networks, broadcast television, weather forecasting, emergency services, transport, agriculture, global trade and indeed even the internet itself.

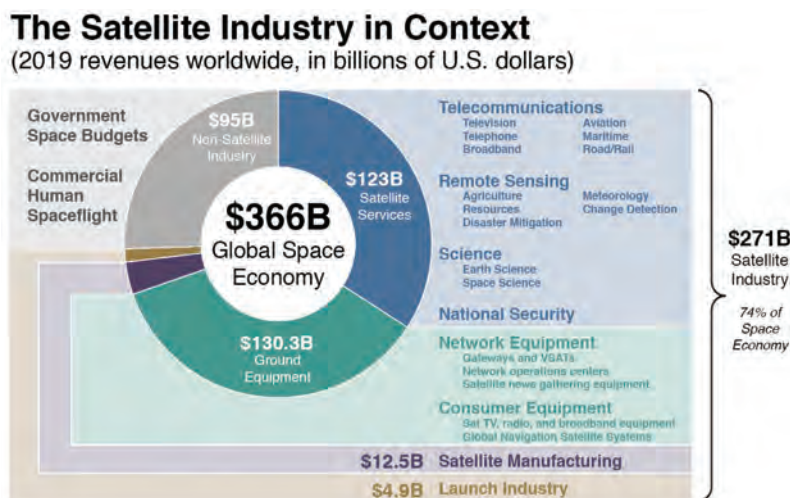


Figure 1. Source: Satellite Industry Association/Bryce Space 2020

¹ Satellite Industry Association / Bryce Space – State of the Satellite Industry Report 2020.

Discounting the non-satellite segments of the market relating to government programs and human spaceflight, the remaining 74 per cent. (US\$271 billion) of the global space sector relates to the satellite industry which consists of four main areas, as illustrated in Figure 2 below:

- (i) *Satellite Services (US\$123 billion market)* – provision of connectivity, communications and the collection of data about the Earth from space.
- (ii) *Ground Equipment (US\$130 billion market)* – satellite dishes for receiving satellite TV, chipsets for receiving GPS signals, network equipment for receiving connectivity.
- (iii) *Satellite Manufacturing (US\$13 billion market)* – development and building of satellites.
- (iv) *Launch (US\$5 billion market)* – launching of satellites into orbit via rockets.

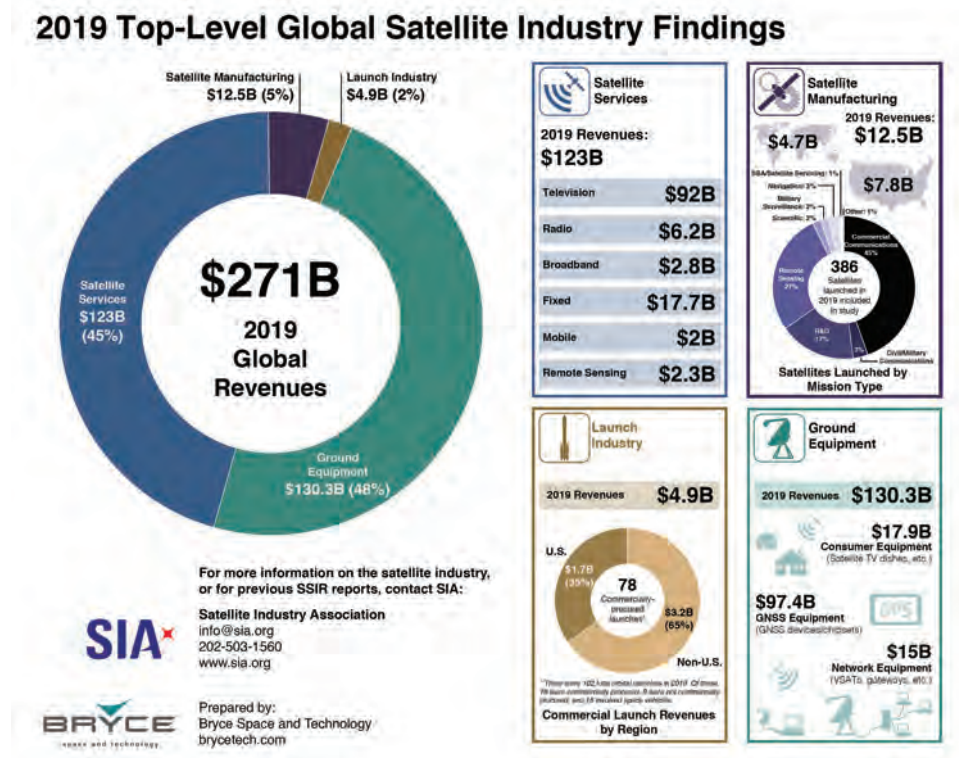


Figure 2: Breakdown of global satellite industry market
Source: Satellite Industry Association/Bryce Space 2020

There are three distinct types of satellites, each servicing very different markets and applications:

- (i) *Satellite Communications (US\$121 billion market)*

The Satellite Communications ('satcoms') market primarily consists of Consumer Services (US\$99 billion), namely satellite TV and radio broadcasting and broadband internet. Other elements include Fixed (US\$18 billion) which is mainly using satellite connectivity for terrestrial telecoms network backhaul and Mobile (US\$2 billion) which relates to the provision of connectivity to moving platforms such as aircraft, ships, trains and land vehicles.

(ii) Positioning, Navigation & Timing (US\$97 billion GNSS devices and chipsets)

Global navigation satellite systems (GNSS) are constellations of satellites operated by governments that transmit time signals that can be triangulated on Earth for positioning, navigation and timing (PNT) applications. The US' Global Positioning System – GPS – is perhaps the best known of these constellations and has become shorthand for the ubiquitous automotive satellite navigation systems that are built upon its signals. GNSS also power the eponymous 'blue dot' utilised in smartphone location-based services such as Google Maps. Equally, GNSS signals enable precise timestamping that also plays a critical role in everything from communications systems, electrical power grids and financial networks. Since GNSS systems first became publicly available in the 1980s, they are estimated to have created US\$1.4 trillion of economic benefits in the US alone², and directly support more than 10 per cent. of the UK's GDP³.

With all current GNSS constellations government-operated, the value of the market for PNT is in the ground segment rather than the space segment, namely the chipset / equipment for receiving GNSS signals found in every smartphone and every navigation device.

(iii) Earth Observation (US\$2 billion)

The Earth Observation data market consists of the use of satellites to collect information about the Earth. In addition to optical images, different types of sensors can be used to capture other datasets such as infrared, hyperspectral (i.e. beyond just visible light), radar and radio signals. Together, this information can capture unique insights about our world that have broad applicability across a wide array of different sectors. To date, governments (primarily for defence and intelligence applications) have been the largest consumers of this data, with the energy, natural resources, maritime, financial services and insurance sectors also significant users.⁴ Earth observation data also has a critical role in responding to natural disasters, monitoring the environment and measuring the impact of climate change. The Earth Observation analytics market – which takes Earth Observation data and applies analytical techniques such as Machine Learning to extract insights tailored to particular industries – is worth a further approximately US\$3 billion.⁵

The emergence of a new paradigm: 'New Space'

Radical changes already underway within the space sector are leading to more than a 100-fold decrease in the cost of accessing space, which in turn is catalysing rapid growth that could see the sector grow to more than US\$1 trillion in value within the next decade.⁶

These changes are being driven by technological advances which are overturning traditional models for operating in space and dramatically reducing the cost of both building and launching satellites. Often referred to as 'New Space', this new paradigm consists of miniaturised satellites constructed from predominantly off-the-shelf componentry alongside innovations such as reusable rockets from the likes of SpaceX.

Moore's Law, the microelectronics revolution and the space sector collide

Moore's Law – named after the founder of Intel Corporation – observed that the number of transistors in a dense integrated circuit (IC) doubles about every two years. This phenomenon underpinned the US\$500 billion microelectronics revolution⁷ which has seen mainframe computers in the 1970s that were previously the size of rooms, having exponentially reduced in size whilst increasing in capability such that today the smartphones in everyone's pockets are more powerful than the 'supercomputer' that was used on the Apollo spacecraft that first took astronauts to the moon⁸.

It is only in the last handful of years that space has started to benefit from these advances in consumer electronics. Satellites are only recently being built with the same commercial-off-the-shelf (COTS) components – such as the sensors, batteries, processors – found in devices such as laptops and smartphones.

² RTI International – Economic Benefits of the Global Positioning System (GPS) (2019)

³ London School of Economics – The Economic Impact on the UK of A Disruption to GNSS (2017)

⁴ Euroconsult – Earth Observation Market Report (2020)

⁵ Euroconsult – Earth Observation Market Report (2020)

⁶ Bank of America – Why the space industry may triple to 1.4 trillion by 2030 (2020)

⁷ Deloitte – Semiconductors the next wave (2019)

⁸ The Independent – Apollo 11 Anniversary: Could an iPhone fly me to the moon? (2019)

As Figures 3 and 4 below illustrate, just like mainframe computers before them, until recently satellites were very large – as big as a car or a bus – and each costing US\$500 million to US\$1 billion, now satellites can be the size of a microwave oven or even small enough to fit in the palm of your hand, costing US\$100,000 to low US\$ millions each. Just as the miniaturisation and cost reduction of microelectronics led to the PC, cloud, and smartphone revolutions, so too is the advent of smaller, low cost satellites opening up huge new market opportunities within the space sector.

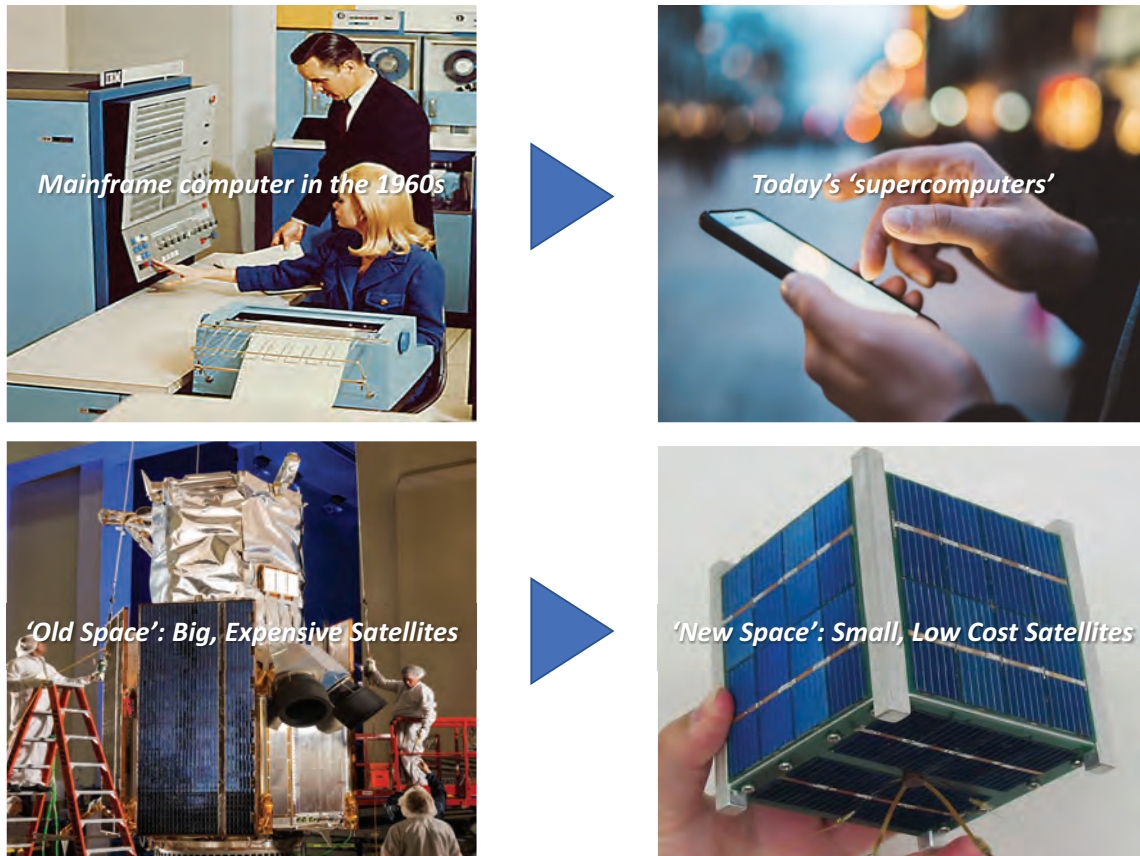


Figure 3: How New Space is mirroring the miniaturisation of the microelectronics revolution

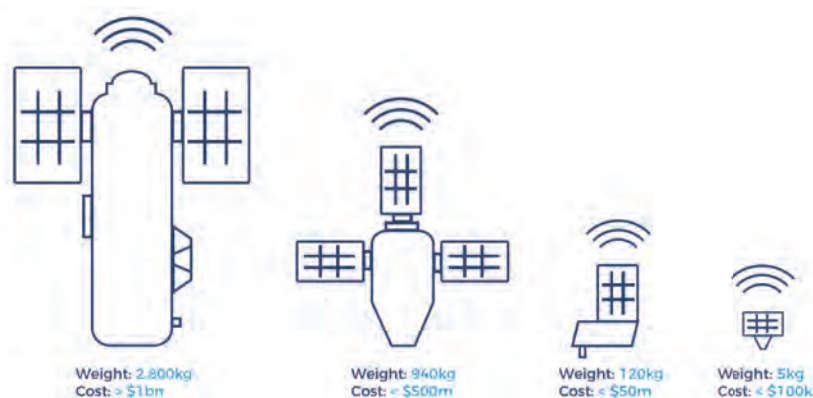


Figure 4: How New Space has resulted in a 100-fold decrease in the size and cost of satellites.
Source: Satellite Applications Catapult – Small Is The New Big Report (2015)⁹

SpaceX and the advent of reusable rockets

Coupled with the dramatic reduction in the size and cost of satellites has been a commensurate fall in the cost of launching satellites into orbit. Elon Musk's SpaceX in particular has had a significant

⁹ Satellite Applications Catapult, Small Is The New Big Report 2015

impact on the launch market. Its Falcon 9 rockets are the first commercial grade launchers capable of being reused multiple times. Whereas traditionally rockets could only be used once, SpaceX has pioneered the ability to re-land their rockets after they have launched their payloads into space. This ability to re-use their rockets has enabled SpaceX to deliver substantial cost advantages. As shown in Figure 5 below, SpaceX has driven costs below the US\$1,000 per kilogram threshold, representing a 10-fold decrease in costs relative to SpaceX's first-generation Falcon 1 rocket.

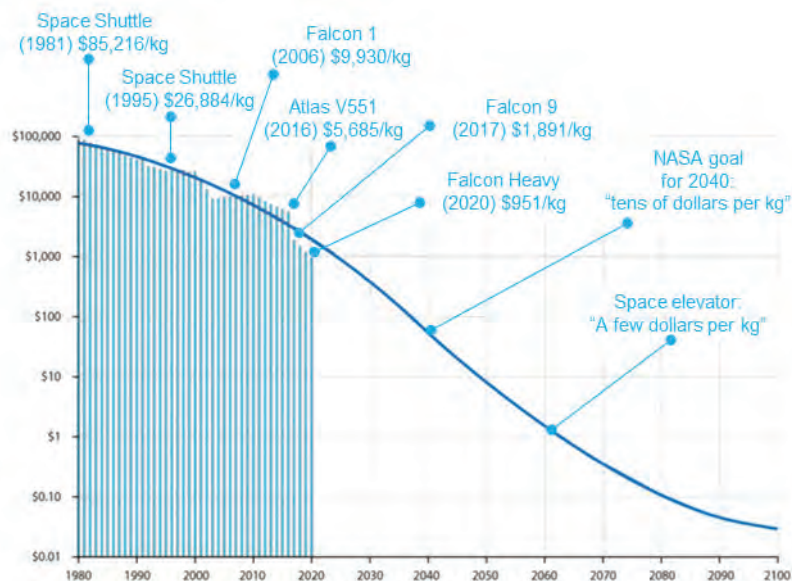


Figure 5: Cost per kilogram for launching to Low Earth Orbit
Source: Futuretimeline.net – Launch costs to low Earth Orbit, 1980-2100 (2018)

A new digital infrastructure in the sky

Whereas historically, constellations of more than a relative handful of satellites were cost-prohibitive, the New Space paradigm of combining low cost launch and low cost miniaturised satellites means it is now possible to deploy constellations of hundreds – or even thousands – of satellites for the equivalent cost of a small constellation of traditional satellites.

Constellations of such a size mean it is now feasible to pass over every single point of the Earth every hour, using cutting-edge sensors to capture novel information about the Earth in exquisite detail and in close to real time, from the individual object level all the way up to global scale. These datasets are of an enormous scale, diversity and depth and hold the potential to open up entirely new insights that could transform virtually every sector.

To help put this in context, the amount of data about the Earth being collected from space is currently estimated to be around 400 petabytes (equivalent to 400 million gigabytes) a year.¹⁰ This represents a small fraction of the amount of data that Facebook generates from its users every year.¹¹ With the numbers of Earth Observation satellites expected to launch in the next few years, it is possible that the amount of space data being collected could soon surpass that of Facebook.

'Mega-constellations' of thousands of satellites from the likes of SpaceX, OneWeb, Amazon and Telesat also hold the promise of blanketing the entire world in ubiquitous broadband internet connectivity. By some estimates, these systems are expected to result by themselves in a 20-fold increase in the capacity of satellite-based connectivity within the next five years¹². With almost half the world's population still suffering from 'internet poverty' through an inability to get online¹³, the pervasive connectivity these systems are expected to offer could have a profound impact by potentially facilitating billions of people joining the global digital economy for the first time.

Together, such universal abundant connectivity combined with the collection of vast quantities of data about every square metre of the planet represents a new digital infrastructure in the sky that

¹⁰ Data Center Frontier – Terabytes from space satellite imaging is filling data centers (2020)

¹¹ Facebook – Facebook's Top Open Data Problems (2014)

¹² Morgan Stanley – LEO Satellites: Possibilities and Obstacles Abound (2020)

¹³ Statista – Global Digital Population (2021)

will deliver capabilities that will power many of the key technologies that will define societal change over the next decade and beyond.

Space Tech's US\$1 trillion future

Although today we are only in the early stages of what is expected to be a multi-decade trend, the changes being wrought by the emergence of large constellations of low-cost satellites are already underway. A data and connectivity tsunami is now building and could unleash a wave of disruption that could leave few sectors untouched. The pace of change is set to accelerate dramatically over forthcoming years as these constellations capturing and communicating all of this data reach critical mass. This in turn is expected to catalyse some of the megatrends that will reshape the world, in the process helping to unlock US\$ trillions of value.¹⁴

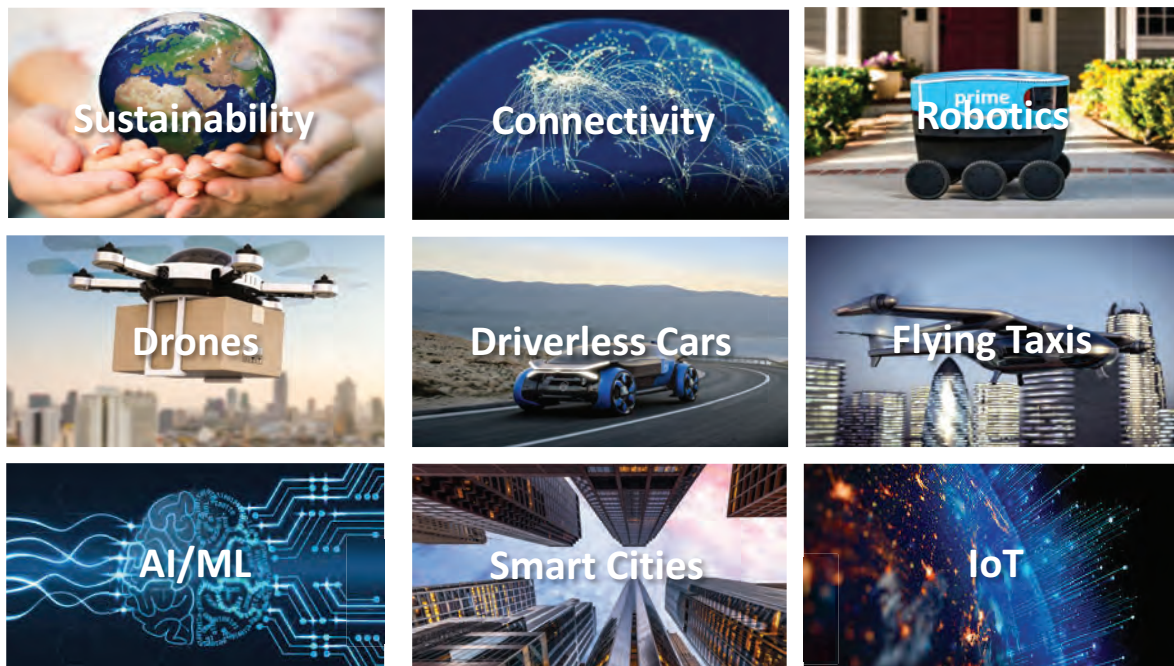


Figure 6: Space is at the nexus of some of the mega-trends that will define societal change over forthcoming decades.

Artificial intelligence

Combining the vast quantities of space data with cloud-enabled data analytics and artificial intelligence will enable governments and businesses alike to understand changes around the globe in unrivalled fidelity and in close to real time. This will drive ever greater levels of automation and intelligent decision making, providing insight into the otherwise invisible or hidden, and allowing the detection, monitoring and analysis of the heartbeat of the global economy at both a macro and micro level. Such insights have broad applicability across a diverse range of sectors that include:

- **Agriculture** – being able to monitor the health of individual plants in a corn field through to predicting the yield of crops globally.
- **Finance** – knowing in near real time how many people are visiting a shopping mall, how many new cars are rolling off a production line, how many shifts a factory is running, or how much oil is being pumped out of the ground.
- **Insurance** – being able to automatically price risk premiums at global scale or automatically process pay-outs relating to a natural disaster.
- **Logistics** – knowing the precise time a cargo ship is going to dock, what its cargo is, which trucks are available to collect the cargo and how long it will take them to reach the warehouse.

¹⁴ Bank of America – Why the space industry may triple to 1.4 trillion by 2030 (2020)

- *Energy* – knowing in advance how long the sun will shine and how long the wind will blow. Being able to monitor thousands of miles of pipeline remotely and accurately measure emissions.

Sustainability and climate change

Combatting climate change, mitigating its consequences and living more sustainably pose some of the biggest challenges of our times. Today, more than half the world's population lives in urban areas. In spite of occupying just 3 per cent. of the world's landmass, these cities produce 75 per cent. of all carbon emissions.¹⁵ The agricultural sector required to feed the world's population consumes 70 per cent. of the world's freshwater. Land degradation, water scarcity, malnourishment, over-fishing and loss of biodiversity already affects billions of people. Based on current consumption patterns, by 2050 the equivalence to three Earths would be required to provide natural resources needed to sustain current lifestyles.¹⁶ Mankind must find sustainable ways to do more with less.

Such global scale challenges need global scale solutions, and the space sector has a critical role to play in addressing these issues. Space data and connectivity is now making it possible to measure, model, and predict whole earth systems. By providing a more powerful global view of climate data and environmental science, space is therefore playing an increasingly central role in climate action and ESG reporting through improved carbon accounting and carbon reduction measures.

Just some of the ways in which the space sector is helping the drive towards Net Zero¹⁷ include:

- *Greenhouse-gas monitoring*: identifying and monitoring emissions at their source (for example, from a particular oil well, farm or factory).
- *Food security*: farm-level traceability – every cow, every sheep from the farm to the supermarket, monitoring illegal fishing and deforestation, improving crop yields with weather, soil moisture and crop health data.
- *Supply-demand optimisation*: monitoring the global supply chain, including mining, ground transport, shipping and port activity, as well as activities that create demand, such as building demolitions and construction.
- *Renewable energy*: monitoring of energy usage, identification of optimal sites for renewable energy projects, accurate weather predictive analytics.

Connecting the unconnected

Constellations of thousands of communication satellites holds the promise of reliable high-speed broadband anywhere on the planet. The impact of these systems' ability to reach people and places where terrestrial networks are uneconomical or unfeasible will be significant. The vast majority of the estimated 3 to 4 billion people still without internet access live in the developing world¹⁸. Providing them with an ability to connect to the internet to communicate, to learn and to trade could in time help lift hundreds of millions of people out of extreme poverty.

Autonomous systems

The coming automation revolution – be it robots, drones, autonomous cars or flying taxis – all rely on precise navigation and fail-safe connectivity. Next generation GNSS will deliver the centimetre level positioning accuracy all these systems will require, whilst satellite communications' ability to deliver resilient connectivity on the move will be a key enabler for new urban mobility modalities.

Smart cities & IoT

Smart cities will require the network resilience that satellite communications can provide and will likewise rely upon satellite navigation systems for hyper-localised, geolocation-enabled on-demand services. Space will also provide the connectivity for vast Internet of Things sensor networks that will be seamlessly fused with all the data generated from space to enable the tracking of supply chains down to the individual component.

¹⁵ United Nations – Cities & Pollution (2016)

¹⁶ World Wildlife Fund – Living Planet Report (2012)

¹⁷ The term 'Net Zero' means achieving a balance between the carbon emitted into the atmosphere, and the carbon removed from it. This balance – or Net Zero – will happen when the amount of carbon we add to the atmosphere is no more than the amount removed.

¹⁸ World Economic Forum – Where will the next billion internet users come from? (2020)

Science fiction becoming science fact

The anticipated ongoing reductions in the cost of accessing space are expected by the second half of the decade to lead to the infrastructure required to enable the in-space economy to begin to be built. Initially this may include in-space transportation and logistics, in-orbit satellite servicing and space debris removal. In time, it will also include various industries – including solar farms, datacentres, manufacturing and natural resource extraction (mining) – all moving off-world. Such infrastructure will become the building blocks for enabling the future colonisation of the moon – and even potentially Mars – albeit not for a considerable amount of time.

The New Space ecosystem

The massive decrease in the cost of building and launching satellites is already having the effect of democratising access to space. With characteristics now broadly analogous to other mainstream technology markets (i.e. software centric, modularity, fast iteration, reduced capital intensity) and with commensurate risk / reward profiles, innovation within the space sector is now being driven by a new generation of privately financed start-ups. This has led to a flourishing ecosystem of thousands of Space Tech start-ups, where innovation is occurring right across the space sector and on a truly global basis. An example of the breadth of this privately financed innovation is captured in the Seraphim-produced Space Tech market map in Figure 7 below.

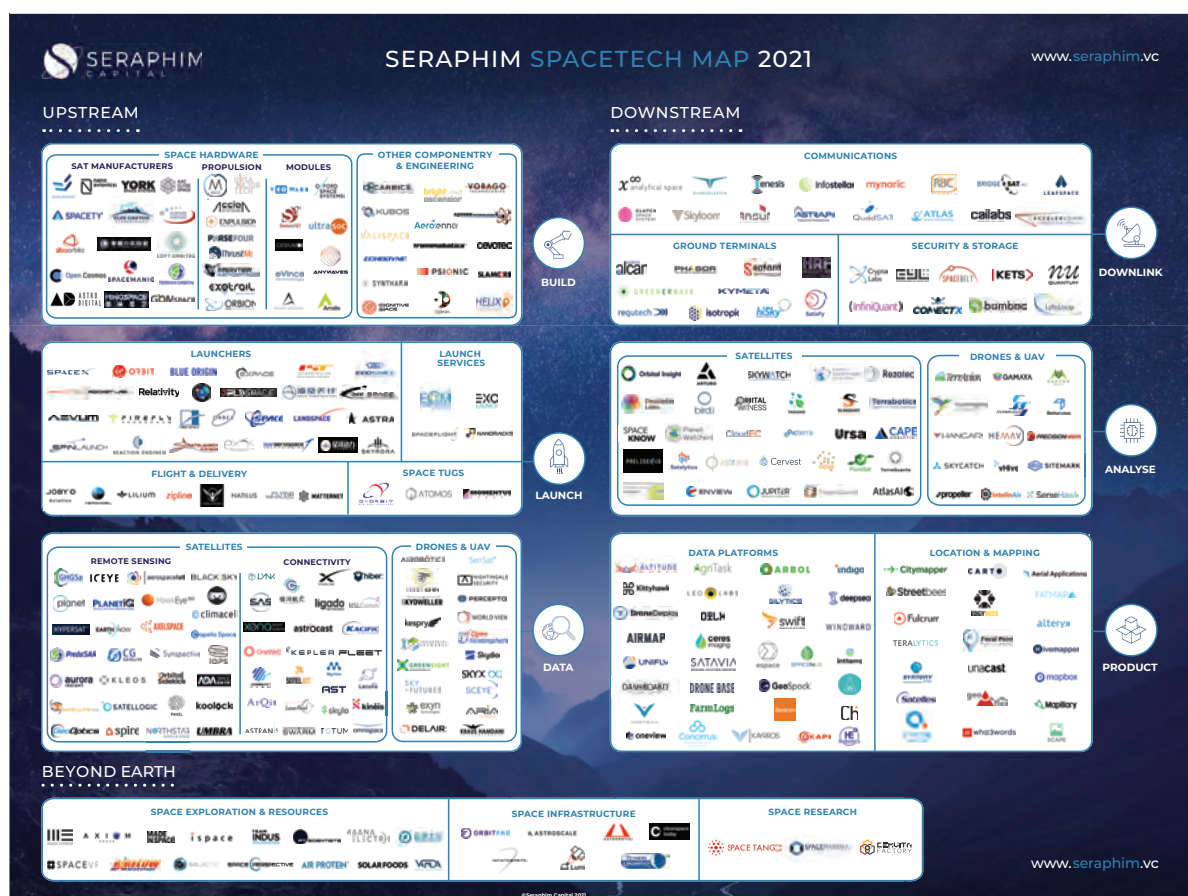


Figure 7: Seraphim Space Tech Map
Source: Seraphim Capital (2021)

Alongside this ecosystem of start-ups, a burgeoning investment market has also developed with nearly 1,000 different entities having now invested in at least one Space Tech business.¹⁹ This includes leading entrepreneurs such as Elon Musk (SpaceX, Tesla, Paypal), Jeff Bezos (Amazon) and Richard Branson (Virgin Group) having invested considerable personal wealth in their own space companies, alongside nearly 500 different venture capital funds. Non-US-based funds now account for a majority (60 per cent.) of investment activity, with China, Japan and the UK the major investment hubs outside the US.

¹⁹ Bryce Space – Start-Up Space Report (2020)

The amount of venture capital invested into Space Tech has increased 9-fold in the last five years relative to the preceding five years.²⁰ 2020 saw a record US\$7.7 billion invested into some 221 Space Tech businesses, representing a 70 per cent. annual increase in investment levels on 2019.²¹

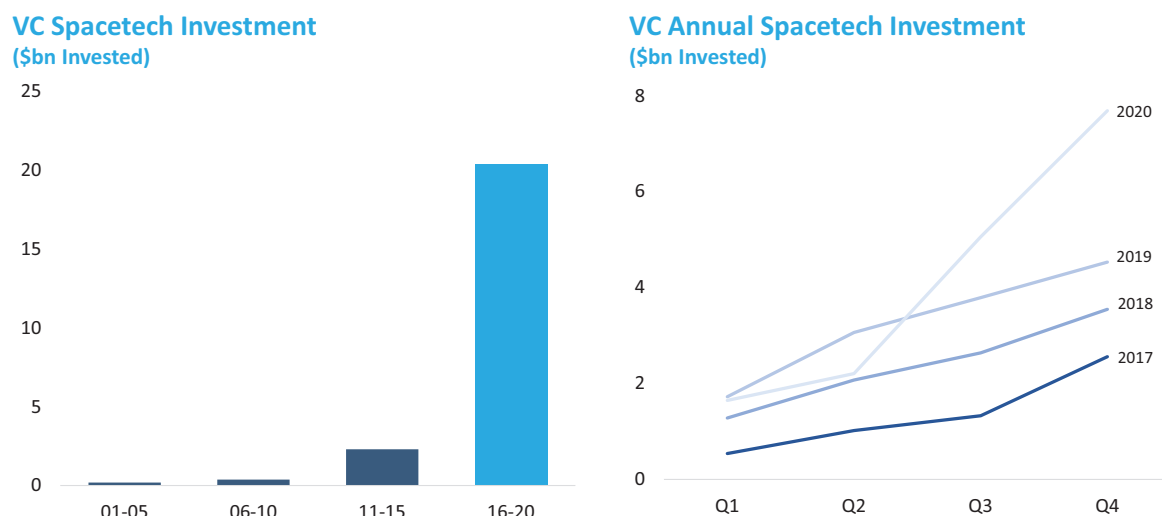


Figure 8: Venture capital investment in the space sector
Source: Seraphim Capital – Seraphim Space Tech Index (Q4 2020)

Much of the recent growth in investment has been in the more capital-intensive, infrastructure-related segments of the market, principally the launch (i.e. rockets) and data (i.e. satellite constellation) categories. These segments have been characterised by some very large (i.e. US\$100 million+) funding rounds for emerging category leaders. Such heavy investment in these platforms for reaching orbit and then collecting and communicating data has been a necessary pre-requisite for the anticipated downstream exploitation of all the space data and connectivity being generated.

North America (primarily the US) accounts for approximately 50 per cent. of investment deals and approximately 60 per cent. of investment amounts. This is reflective of the greater maturity of America's broader technology start-up and investment ecosystem. Europe (primarily the UK) and Asia (primarily China) are the regions which account for most of the rest of recent investment activity.

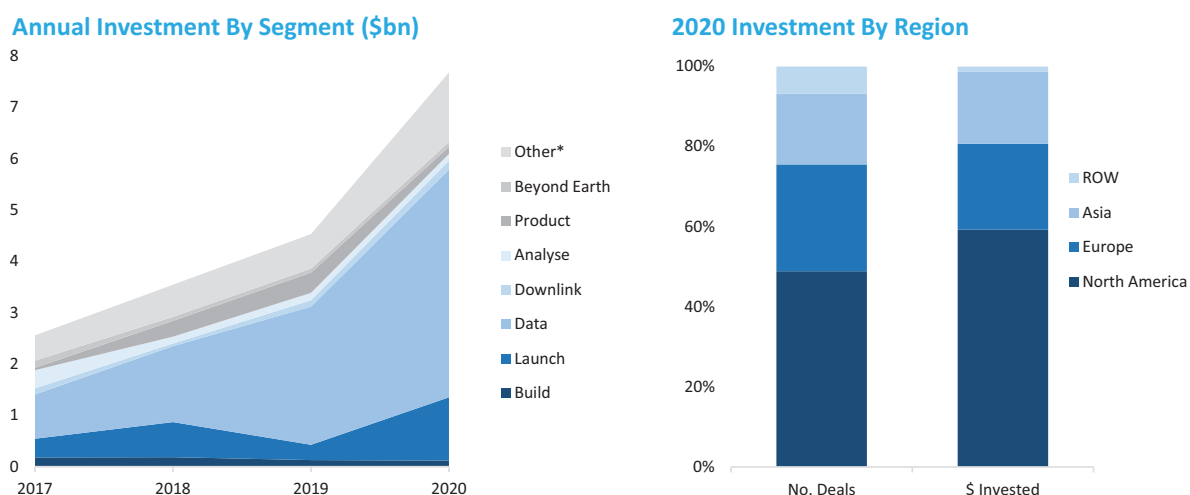


Figure 9: Venture capital investment in the space sector by market segment and by region
Source: Seraphim Capital – Seraphim Space Tech Index (2021)

²⁰ Seraphim Capital – Seraphim Space Tech Index (2021)

²¹ Seraphim Capital – Seraphim Space Tech Index (2021)

Average deal sizes for later stage / growth stage companies (namely Series C and beyond) have grown considerably in recent years in contrast to early stage deals (specifically at Seed and Series A stage) which are little changed. This is in part due to the impact of a small number of very large later stage transactions for the likes of SpaceX and OneWeb, but is also reflective of investors' broader appetite for growth stage Space Tech opportunities. This is reflected by the fact that in 2020 although growth stage companies represented only approximately 15 per cent. of the number of deals, they accounted for more than 75 per cent. of the capital invested.

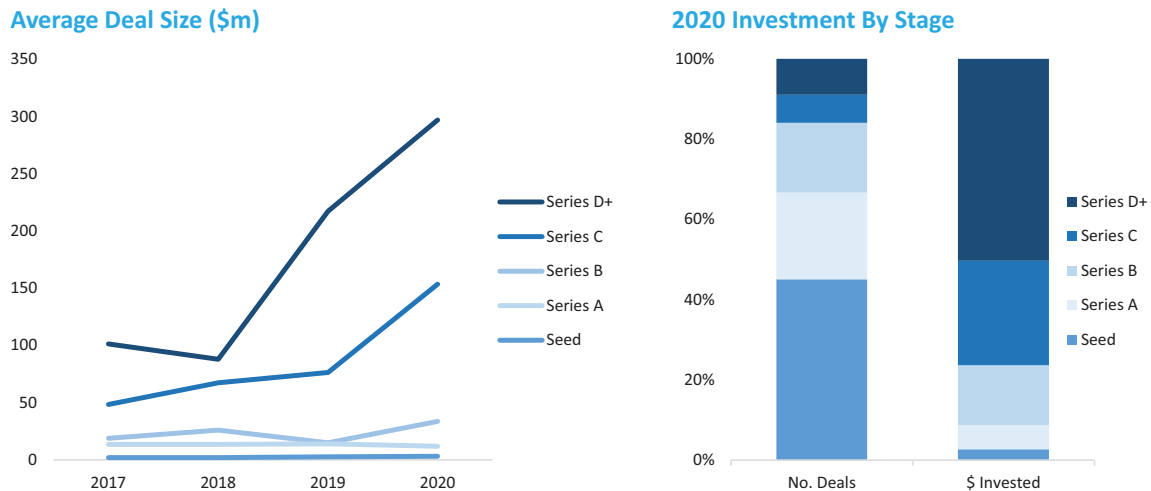


Figure 10: Venture capital investment in the space sector by stage
Source: Seraphim Capital – Seraphim Space Tech Index (2021)

The trend of larger investment rounds concentrated in a few companies follows the general technology investments in other industries. This has translated into a growing number of 'Unicorns' (privately held start-up companies valued at over US\$1 billion). According to the Financial Times, 11 privately financed Space Tech companies became unicorns in the past 12 months. Alongside growing valuations, the pace of space industry exits is accelerating. Over the past five years the volume of M&A activity has tripled²².

Why invest now?

The Space Tech market is now at a key inflection point. Since Sputnik first reached orbit in 1957 to mark the dawn of the Space Age, a total of approximately 11,000 satellites have been launched²³ and more than 2,000 of these satellites have been launched in the last handful of years by just four privately financed Space Tech companies – SpaceX, OneWeb, Planet Labs and Spire. These four companies by themselves plan to launch a further approximately 50,000 satellites and have collectively raised multiple US\$ billions in venture capital funding to enable them to do this²⁴.

Factoring in the more than 200 other companies – that includes the likes of Amazon – also seeking to develop their own constellations of smallsats, means that, to date, plans to launch in excess of 100,000 satellites have been announced²⁵. This means that as illustrated in Figure 11 below, it is likely that in the next few years more new satellites will be launched than in the entire history of the Space Age combined.

²² Space News – The space sector is finally finding its way to the exits (2020)

²³ Union of Concerned Scientists – Satellite Database (2021)

²⁴ Seraphim Capital – Seraphim Space Index (2021)

²⁵ Seraphim Capital – Smallsat Constellation Market Map (2020)

Cumulative Number of Satellites Launched

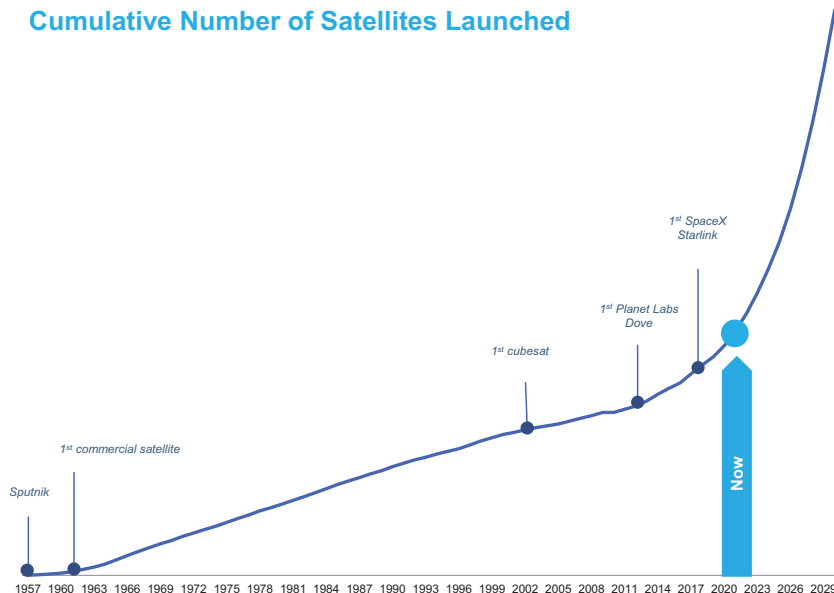


Figure 11: The space market is now at an inflection point with more satellites likely to be launched in the next few years than in the history of the entire Space Age combined

Source: Union of Concerned Scientists – Satellite Database (2021); MIT Technology Review – The coming explosion of constellations (2019); Seraphim forecasts (2021)

Over the last five years the first generation of ‘New Space’ companies (such as those identified above) have emerged. These companies have now demonstrated the feasibility of building, launching and operating highly capable miniaturised satellites built out of commercial-off-the-shelf consumer electronics componentry that cost 1/100th of traditional satellites.

The impact of the new data and connectivity being delivered by these operators is already starting to be felt across a broad array of different sectors. With these companies now starting to mature out their constellations, and in excess of a further 70 other companies having also already successfully launched their first satellites in to orbit, Seraphim believes the pace of change precipitated by this data and connectivity is now set to accelerate dramatically.

With first mover advantages within the space sector remaining considerable, Seraphim believe that it is likely that over the next few years it will be these companies that establish themselves as the category leaders in building out the next generation of space infrastructure that will underpin the sector’s expected US\$ trillion growth. Seraphim therefore believes that now is the optimum time to invest in the formative stages of these future category leaders as they establish their positions of potential future market dominance.

2 Investment strategy

Space sector focus

The Company will seek to invest in what the AIFM considers to be the high potential businesses from within the Space Tech ecosystem. The Company’s primary investment thesis will be on identifying investment opportunities whose technology is facilitating solutions to some of the world’s most pressing problems through the collection and communication of data from above.

As illustrated in Figure 12 below, this comprises both the Space Tech infrastructure collecting and communicating this data – namely satellites, high-altitude platforms and drones / unmanned aerial vehicles – and drones – as well as the broader enabling technology building blocks that facilitate the exploitation of this data for terrestrial applications that are typically aimed at enterprise customers.

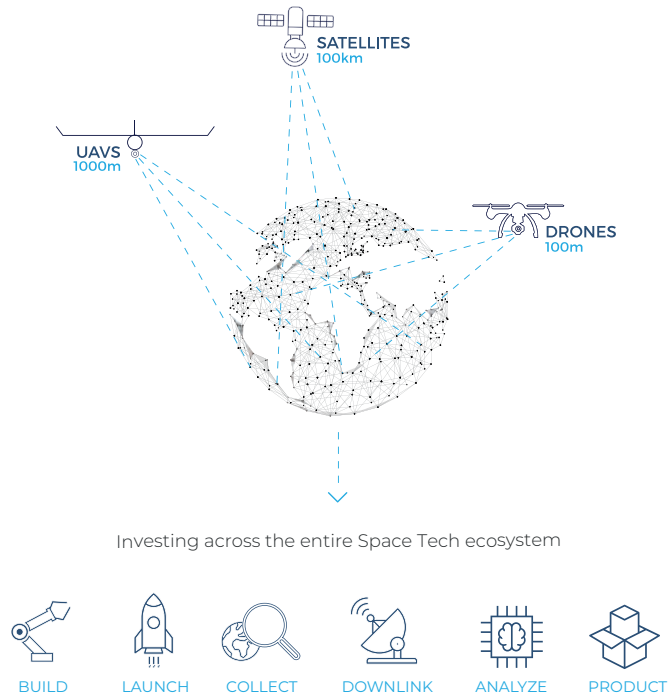


Figure 12: Graphical representation of the Company's primary areas of interest within the Space Tech ecosystem

The Company will look to use the taxonomy of the space sector developed by the AIFM to inform its investment strategy. Table 1 below illustrates this taxonomy with some examples of the specific technologies that constitute each element of the taxonomy.







Seraphim Taxonomy	Examples Technologies & Areas of Interest
	<ul style="list-style-type: none"> Building & selling satellites, drones, autonomous systems. Components, sub-systems, complete systems Hardware (i.e. sensors, propulsion), software (i.e. control system), hybrid (i.e. machine vision)
	<ul style="list-style-type: none"> Building & launching rockets Space tugs and launch-related services Deliver (i.e. air taxis, drone delivery)
	<ul style="list-style-type: none"> Any data collection / communication / space platform (i.e. satellites, drones, high altitude platforms) Multi-modal platforms: look, listen, communicate
	<ul style="list-style-type: none"> Facilitate transmission of data from space / aerial platform back down to earth Satellite communications & terrestrial communication networks Data storage, processing, cybersecurity
	<ul style="list-style-type: none"> Analysis of space data, large unstructured datasets Artificial intelligence, machine learning, predictive analytics
	<ul style="list-style-type: none"> Packaging of and fusing different data streams (space & non space) Tailored to specific use cases in specific verticals for the provision of amongst others: location, monitoring, insight, mapping solutions

Table 1: Illustrative example of space sector taxonomy developed by the AIFM

Although not a primary area of focus, the Company may also target investments from other nascent, longer term areas of opportunity within the space sector, including but not limited to:

- i) *Space infrastructure*: in orbit servicing and refuelling of satellites, space debris removal, in orbit transportation, space-based solar farms and datacentres;
- ii) *Space research*: micro gravity research and experimentation as it pertains to both human space flight and terrestrial applications such as the production of novel materials and compounds; and
- iii) *Space exploitation*: companies developing technologies / solutions to broaden human spaceflight, enable the lunar economy, and extraction of natural resources.

Stage of investments

The Company will aim to invest in a mixture of early stage and growth stage companies. The different stages of investment opportunity the Company anticipates primarily focusing on are outlined in Table 2 below:






	Core area of focus				
					
Typical Stage	Seed	A Series	B Series	Growth (C+ Series)	Pre IPO
Typical Round Size	\$1-2m	\$10-20m	\$30-50m	\$75-\$100m+	\$200m+
Typical Milestones	<ul style="list-style-type: none"> Develop concept Validate demand 	<ul style="list-style-type: none"> Complete design Launch proof of concept offering, 1st customers 	<ul style="list-style-type: none"> Deploy full offering 1st recurring revenues 	<ul style="list-style-type: none"> Scale out complete offering Diversify products 	<ul style="list-style-type: none"> Hit profitability Prepare for exit
Typical Attributes	<ul style="list-style-type: none"> Strong founding team Highly differentiated proposition Benchtop prototype 	<ul style="list-style-type: none"> Near term pathway to retiring key technical risk Evidence of customer engagement 	<ul style="list-style-type: none"> Key technical risk retired Demonstrated product – market fit Senior leadership team in place 	<ul style="list-style-type: none"> Establishing market leadership potential Demonstrated repeatable sales model Strong unit economics 	<ul style="list-style-type: none"> Consolidated category leadership Best-in-class metrics Clear pathway to IPO / exit within 24 months
Initial Portfolio/ Retained Assets Examples	<ul style="list-style-type: none"> NuQuantum Opteran Quadsat 	<ul style="list-style-type: none"> Xona Space Systems SatelliteVu PlanetWatchers 	<ul style="list-style-type: none"> Altitude Angels Edgybees 	<ul style="list-style-type: none"> Isotropic Systems LeoLabs 	<ul style="list-style-type: none"> Iceye D-Orbit Arqit

Table 2: Table depicting core areas of focus for investment by the Company

It is anticipated that the funds invested by the Company will predominantly be targeting growth stage businesses, typically characterised as those companies that:

- i) are Series B and beyond;
- ii) have retired fundamental technology risk;
- iii) have achieved meaningful commercial traction; and
- iv) are primed for very rapid growth / scale out.

Investment criteria

The AIFM aims to seek out high growth Space Tech businesses that demonstrate a number of the following characteristics:

- *Disruptors with outsized potential:* companies with outsized return potential whose technology is pushing the boundaries of what is possible, and which are in the process disrupting very large existing markets or creating entirely new ones.
- *Addressing global scale challenges:* companies with very large directly addressable market opportunities with a pathway for potentially scaling revenues into the hundreds of millions and billions.
- *Multi decade growth trajectory:* companies that match the infinite potential of space with a vision for catalysing change and evolving their business over very long-time horizons.
- *First mover advantage with greenfield opportunity:* companies that have pioneered new technologies / solutions in large addressable markets that remain uncrowded and difficult to enter.
- *Mavericks and veterans:* Tight-knit founding teams who are either mavericks challenging the status quo, or industry veterans with a track record of scaling relevant businesses to a successful outcome.
- *Proprietary technology:* IP-led businesses whose value centres on their proprietary – often times patented – technology.
- *Strong competitive differentiation:* businesses that have developed defensible competitive advantages, through any combination of first mover, scale, technology and/or execution.
- *Vertical integration:* businesses that are either developing most of their technology in-house and/or looking to capture as large a proportion as possible of the value chain of the markets they are seeking to address.
- *Hardware the tool, data the business:* companies whose technology may be hardware-related, but whose value is derived from the data captured / generated / communicated by this hardware, rather than from the hardware itself.
- *Strong environmental, social and governance (ESG) credentials:* companies whose products are well aligned with at least one of the United Nations' Sustainable Development Goals.

The Company's investments will typically:

- be minority stakes with, where agreed, board participation and information rights in portfolio companies;
- allow the Company to participate in later follow-on funding rounds in order to minimise any dilution where possible; and
- potentially require the Company to invest £10 million to £30 million of equity over the course of several funding rounds.

3 Investment process

To execute the Company's investment strategy, the AIFM will rely upon the same systematic and thorough investment process honed over the preceding five years of operating the Seraphim Space Fund. This has resulted in Seraphim having reviewed approximately 5,000 investment opportunities as part of its process for building its portfolio of 20 companies. The overall investment process will typically involve the following steps: Deal Flow Sourcing, Early Stage Review, Investment Committee Review, Investment Committee Approval, and Fund Investment.

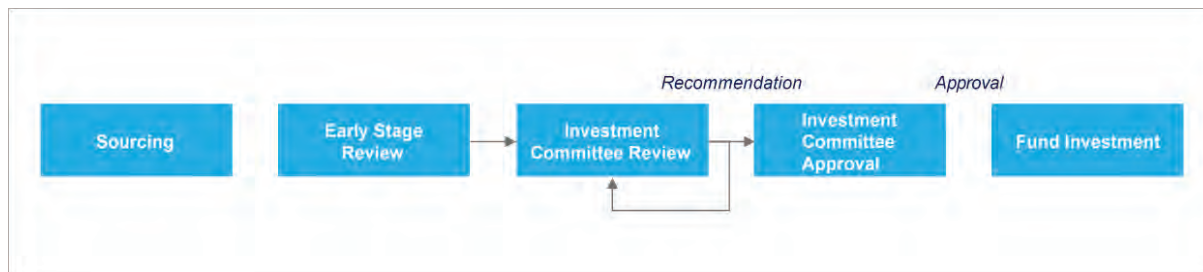


Figure 13: Summary of investment process

Deal Flow Sourcing

The AIFM has a proven history of originating investment opportunities. More than half of the portfolio of the Seraphim Space Fund were off-market originated deals not available to other investors in the wider venture capital community. Seraphim routinely generates around 50 Space Tech opportunities per month – representing a significant proportion of the global deal flow in the sector. This provides the AIFM with a deep understanding of the competitive strengths and weaknesses of companies across each category of the Space Tech domain – indeed this information asymmetry is core to the Seraphim investment strategy. Important sources of deal flow include but are not limited to:

Industry relationships: The AIFM leverages corporate partnerships with leading global multi-national space companies, many as investors in its funds, including Airbus, SES and Telespazio. This provides valuable access to their business units and expert staff for deal flow origination, thematic ideation, due diligence evaluation, portfolio company commercial collaboration and M&A potential. This capability provides the AIFM with even greater conviction to invest and back the most ambitious entrepreneurs.

Thought leadership: The AIFM enjoys a global profile as a leading investor in the sector, continually being developed by publishing proprietary research such as the quarterly Seraphim Space Index which monitors in-depth trends in global private investment within the space domain. Other publications include sector maps identifying emerging privately financed category leaders. Seraphim enjoys regular commentary in global press and publications and frequently speaking as key-note speakers or on panels at industry events around the world.

Proprietary feeder activities: Through the activities of Seraphim Space Camp Accelerator Ltd (“**Seraphim Space Camp**”), which is owned by some of the principals of the AIFM, the AIFM is able to engage with a broad array of Space Tech businesses which could in time become investment candidates for the Company. Seraphim Space Camp operates its own accelerator programme which selects the most promising early stage Space Tech investment opportunities from the AIFM’s deal flow and each year puts upwards of 15 international companies through a comprehensive 3-month investment readiness programme. As part of this programme, the AIFM is granted a two-year time limited option to invest in each participating company. Seraphim Space Camp also operates the Amazon Web Services Space Accelerator on behalf of Amazon. This new programme supports a cohort of 10 of the most promising start-up and scale-up space companies that can benefit from Amazon’s world-leading cloud computing platform.

Venture relationships: The AIFM can demonstrate extensive relationships within the global venture community, with a proactive framework in place to ensure continual engagement, including through the VC targeted thought leadership publications such as the space-tech market map, space investment index and the smallsat constellation research coverage.²⁶ Recent investor days marking

²⁶ See www.seraphim.vc/research for examples of Seraphim’s thought leadership publications.

the culmination of the Seraphim Space Camp accelerator programme have attracted in excess of 200 investors from around the world.

Early Stage Review

Screening

Once sourced, all inbound investment opportunities are logged into a cloud-based deal flow transaction and customer relationship management platform. Statistics are monitored on a monthly basis to ensure a disciplined approach.

Logged opportunities are distributed between the AIFM's team for initial review and initial call or meeting with the company's management team. The initial screening of potential investments draws upon the relevant investment team member's knowledge of the space market and, where relevant, from across the Seraphim ecosystem to analyse the calibre of the management team, in addition to the company's competitive differentiation, technical validation, commercial traction, future prospects and key risks. The key findings of the initial screening are presented to a weekly deal flow meeting to assess interest to proceed.

Initial due diligence

Initial due diligence is undertaken which includes, where appropriate, engagement with corporate partners as a conduit into the business units of the most relevant space corporates. A briefing note is prepared for Investment Committee review (see below) which is designed to highlight areas for in-depth probing during the meeting.

Investment Committee Review

The Investment Committee Review ("ICR") is a key decision-making forum for potential investment opportunities. It is constituted on a deal-by-deal basis. All of the AIFM's investment professionals, Investment Advisory Committee and Investment Committee members (see below) are eligible to attend. Investment opportunities can be subject to several ICR meetings as part of an iterative process designed to identify appropriate risks and mitigants, agree on pricing, and oversee progress of negotiations and due diligence through to signing of legal documentation and completion of the investment. ICR meetings are eligible to authorise the submission of non-binding proposals for prospective investment targets and require a majority vote of the Investment Committee for such approval.

Due diligence & deal structuring

Focus: A 'Deal Team' is formed to agree terms, undertake extensive due diligence and run the transaction. A follow up investment paper is sent to the ICR that outlines the key questions to address and identifies the approach to due diligence. The AIFM adopts a hypothesis driven approach to due diligence of aiming to validate the key assumptions identified as underpinning the attractiveness of the investment opportunity.

Depth: Detailed due diligence is then undertaken by the Deal Team, typically more than 20 external reference calls. An important element of this exercise – that is central to the AIFM's model – is the ability to draw heavily upon the wider Seraphim ecosystem and network including successful space tech entrepreneurs and partner space corporates. This ultimately provides access to senior executives within relevant business units of the corporate partners who can where appropriate provide their views on the relative merits of a particular investment opportunity. It should be noted that any such interactions are based exclusively on information already in the public domain and not any sensitive information the target company may have shared with the AIFM's investment team.

Financial: The Deal Team considers a broad range of considerations and analysis in determining whether or not to proceed with an investment and then the price at which it will proceed. As the Deal Team progresses through its due diligence process, a comprehensive financial analysis will be conducted with the key assumptions refined based on input from the AIFM's wider investment team, Investment Advisory Committee, third-party advisors, market intelligence, strategic perspective of the target company, and magnitude of potential revenue growth or operating improvements. Once a comprehensive model has been constructed, the Deal Team anticipates establishing a base case scenario and stress testing the key assumptions to evaluate upside and downside scenarios. Opportunities are further evaluated against comparable public and private market transactions.

In addition to leveraging its significant internal resources, on an as-needed basis, the AIFM engages a robust suite of third-party consultants and advisors when evaluating investment opportunities and on an as-needed basis for asset-management purposes. These consultants and advisors include:

Senior advisors: Through the AIFM's network and general industry relationships, the AIFM identifies senior executives with relevant industry experience to take an active role in the due diligence processes. As required, these individuals provide valuable strategic, commercial, and financial insights into the potential investment including an understanding of specific industry dynamics, management capabilities, potential business downsides, and opportunities for growth.

Market/industry or strategic guidance: The AIFM seeks to work with specialised experts who are closest to the issues being examined rather than general strategy consultants. It is the AIFM's experience that the right expert(s) can often provide valuable insight immediately, while a generalist consultant may require months of research that often results in vague guidance. The AIFM will seek to identify and connect with experts, most of whom are expected to be former executives with direct experience in the relevant sector.

Specific areas of expertise. Subject to the needs of each transaction, the AIFM selectively seeks to engage a variety of third-party experts to support the due diligence and transaction execution processes including but not limited to:

- legal diligence, structuring and documentation;
- accounting and tax diligence and structuring;
- technical and operational diligence;
- environmental, social, and governance diligence;
- insurance and financial risk diligence; and
- human resources diligence and management referencing.

An investment paper is then prepared for the ICR, the meeting is attended by all investment staff that were in the Deal Team. Alongside the investment paper, a compliance paper is also circulated to the Investment Committee as a checkbox for governance and to demonstrate the transaction is within the investment policy and regulatory requirements.

Investment Committee Approval

Once a prospective investment has been approved at the ICR level, the Deal Team can begin the preparation of a final investment memorandum to be presented to the Investment Committee for consideration and approval. Seraphim believes that Investment Committee meetings in this context provide the setting for a robust interrogation of the Deal Team's investment thesis, diligence outcomes, and proposed valuation. Approval at the Investment Committee level is required to submit final binding proposals and execute definitive legal documentation.

There are three members of the Investment Committee: Mark Boggett, James Bruegger and Rob Desborough. Approval of an investment requires unanimous consent from the Investment Committee members. The Investment Advisory Committee members currently consists of Matt O'Connell and Candace Johnson who advise upon but do not formally vote on final investment decisions.

Portfolio management

Active portfolio management

The AIFM's investment professionals have broad experience and have developed an active approach to realise optimal value as well as drive value creation across a portfolio of investments.

Where the Company is the lead investor, representatives of the AIFM are expected to be appointed as non-executive directors (or observers) to the boards of directors of portfolio companies. Their role is to act as shareholder representative; coordinate and ensure that the portfolio company's policies are appropriate and up-to-date (including in relation to matters of health and safety, anti-bribery and corruption, D&I, ESG and other regulatory / good practice issues); and review management and company performance, including debating corporate direction and strategy. Where appropriate, the relevant members of the AIFM team will look to take up rights to join the remuneration and audit committees and typically get involved with the interview process for key senior executive hires.

Fundamental components of the AIFM's active asset management approach include:

- meaningful board representation;
- ensuring each investment has appropriately skilled and on-the-ground resources;
- enhanced financial reporting systems and regular portfolio monitoring;
- leveraging the AIFM's extensive global network of space industry executives, investors and advisors to support portfolio companies;
- actively driving long-term value-creation initiatives; and
- assessing ESG & diversity and inclusion considerations and implementing improvements.

Active management also enables the AIFM to quickly identify potential issues with respect to investments that may adversely impact value, allowing steps to be taken promptly to mitigate loss or further enhance value.

Exit preparation and experience in managing processes is an area in which the AIFM has significant experience to help support portfolio companies. Planning for an exit in advance is good practice, and the AIFM typically starts to lay the groundwork years before any formal process. The AIFM draws upon an extensive network of M&A advisors and brings considerable trade sale and IPO experience.

Portfolio company value creation

The AIFM will operate a quarterly 'Portfolio Review' whereby the nominated team representative for each portfolio company provides the AIFM's wider investment team with a detailed account of the board meeting and key matters are discussed at length. This is the conduit for the AIFM team to collectively use their experience to support the team representative to provide a 'Seraphim house view' on strategic matters. KPIs are used as the basis for the portfolio reporting to provide insights regarding the key drivers of the business.

Central to the AIFM's investment management is the execution of value creation initiatives. The AIFM will focus on driving portfolio company value creation for the Company using the following key levers:

Value creation projects: The AIFM gains access to competitive deals through being a sector specialist. The AIFM seeks to focus on the specific value creation initiatives with the portfolio company management teams such as winning large non-dilutive grants, accessing specific potential customers or supply chain relationships. The AIFM will coordinate with management teams at portfolio companies throughout the investment period to strategise and prioritise value creation projects that may also include the sourcing and execution of mergers and acquisitions, partnership opportunities, capital markets initiatives, and strategic expansion.

People: The AIFM seeks to back and build strong management teams. Beginning during the due diligence phase, the AIFM will evaluate the existing senior management team to determine if changes or additions are required. Evaluating and supporting the development of staff compensation is a focus to ensure a well-aligned structure. Once an investment has been made, a comprehensive feedback process is undertaken providing guidance. This serves as an important step in building the desired relationship with portfolio company management and boards as well as establishing the foundation and momentum for the value creation process. The AIFM will continue to assess the management team to ensure they are properly resourced and aligned to execute strategic priorities effectively. When changes to the senior management team are necessary, the AIFM will work with the portfolio company to recruit appropriate talent. Likewise, in cases where unique skills or knowledge are required, the AIFM will seek to augment the management team by accessing its extensive network of operating executives and other specialists.

Environmental, Social, and Governance (ESG): The AIFM will seek to work with portfolio company management to enhance ESG compliance and implement appropriate levels of governance for a company of its scale and size. The AIFM will also elevate environmental and social matters to the board of directors of the portfolio company to ensure proper focus on ESG & D&I matters continues throughout the Company's ownership. The AIFM is a signatory to Principles for Responsible Investment.

Diversity & Inclusion: The AIFM will look to drive best practice in portfolio companies initially via term sheets requiring investees to develop a D&I plan within 6 months of investment. The AIFM has a focused approach to HR/recruitment, internal policy and culture, deal flow sourcing and portfolio support to cultivate an environment open to all backgrounds. The Company will be certified by the Diversity VC Standard and assessed annually to ensure it is upholding D&I policies and practices and to be advised on any new ones to adopt.

Part 4

Initial Portfolio, Retained Assets and pipeline

1 Initial Portfolio and Retained Assets

The Company has agreed, pursuant to the Sale and Purchase Agreement and conditional on Initial Admission, to acquire the Initial Portfolio from the Seraphim Space Fund. On Initial Admission, the Company will, by virtue of the acquisition of the Initial Portfolio, have a portfolio of 15 investments.

The aggregate purchase price for the Initial Portfolio at the date of the Sale and Purchase Agreement is £26.1 million but this is subject to adjustment prior to Initial Admission to reflect that one of the assets, AST SpaceMobile Inc, which is listed on Nasdaq, will be valued at its closing price on the date falling 3 business days prior to Initial Admission.

The Company shall pay for the Initial Portfolio in cash but the Limited Partners have agreed to subscribe all or substantially all of the cash distributed to them pursuant to the sale for new Ordinary Shares at an issue price of 100 pence per Ordinary Share.

The terms of the Sale and Purchase Agreement are summarised in paragraph 8.10 of Part 7 of this Registration Document.

Table 3 below summarises the 15 investments within the Initial Portfolio which had an aggregate valuation of £26.1 million as at 31 May 2021 as determined by the AIFM.

Trading Name	Legal Name	Valuation £m	Investment type	Percentage shareholding in portfolio company	Percentage shareholding in the Company
LeoLabs	LeoLabs, Inc.	9.6	Preference Shares	4.5%	5.4%
Altitude Angel	Altitude Angel Ltd	3.7	Preference Shares	18.6%	2.1%
PlanetWatchers	PlanetWatchers Ltd.	3.0	Preference Shares	30.5%	1.7%
AST SpaceMobile	AST SpaceMobile Inc	2.1	Listed on Nasdaq	0.4%	1.2%
Edgybees	Edgybees	1.4	Preference Shares	5.0%	0.8%
Isotropic Systems	Isotropic Systems	1.4	Preference Shares	2.8%	0.8%
Bamboo Systems	Bamboo Systems Group Limited	1.3	Preference Shares	33.4%	0.7%
QuadSAT	QuadSAT ApS	1.1	Preference Shares	14.1%	0.6%
Satellite Vu	Satellite Vu	0.6	Preference Shares	12.5%	0.4%
TransRobotics	TransRobotics Inc	0.5	Preference Shares	21.6%	0.3%
Xona Space Systems	Xona Space Systems	0.5	Preference Shares	5.0%	0.3%
Ch.ai	Commodities Ai Ltd	0.5	Convertible Loan Notes	8.4%	0.3%
Opteran	Opteran	0.3	A Ordinary Shares	3.6%	0.1%
NuQuantum	NuQuantum	0.1	A Ordinary Shares	1.0%	0.1%
Nightingale Intelligent Systems	Nightingale Intelligent Systems Inc	0.0	Common Stock	5.9%	0.0%

Table 3: Summary details of the Initial Portfolio. The percentage shareholding in the Company that appears in the last column of this table assumes that gross proceeds of £150 million are raised pursuant to the Initial Issue plus the value of the Initial Portfolio.

Following the sale of the Initial Portfolio, the Seraphim Space Fund will still hold investments in four Space Tech businesses, being Arqit, Iceye, D-Orbit and Spire (the “**Retained Assets**”). These companies are currently subject to corporate activity which may have a material impact on the value of those investments.

Table 4 below summarises the four investments that comprise the Retained Assets which had an aggregate valuation of £49.9 million as at 31 May 2021 as determined by the AIFM.

Legal Name	Transaction	Percentage shareholding in portfolio company	31 May '21 Valuation £
Spire	SPAC announced 01.03.21	0.8%	4,909
Arqit Limited	SPAC announced 12.5.21	5.5%	27,859
D-Orbit S.p.A	Transaction underway	N/A*	7,362
Iceye Oy	Pre IPO transaction underway	N/A*	9,755
			49,886

Table 4: Summary of Fair Value of Retained Assets as at 31st May 2021²⁷

The Company has agreed to purchase the Retained Assets (or a portion thereof) pursuant to the Subsequent Sale and Purchase Agreements (the terms of which are summarised in paragraph 8.11 of Part 7 of this Registration Document). The Seraphim Space Fund has agreed to sell to the Company its interests in the Retained Assets at a purchase price dependent on whether the relevant Retained Asset is the subject of a successful corporate action (being either an acquisition and an attendant listing by a purchaser or a meaningful private fundraising (meaningful being, for these purposes, of a value of £15 million or more)) by a longstop date of 31 December 2021.

In the event that there is no successful corporate action by 20 December 2021 the Company will acquire the relevant interests on or by 31 December 2021 at the fair value thereof as at 31 May 2021.

In the event that there is a successful corporate action by 20 December 2021 the Company will acquire the relevant interests at a price per share: (i) where the corporate action involves a listing following an acquisition, equal to the volume weighted average price per share for the interests owned by the Seraphim Space Fund for the five days trading from and including the date of the relevant listing; and (ii) where the corporate action involves a meaningful fundraise, at the price per share implied by the price at which that fundraise was undertaken.

The Seraphim Space Fund has agreed to sell all of its interests in the Retained Assets where there is no successful corporate action prior to 20 December 2021, except for its interests in Arqit which will only be transferred as to 50 per cent. If there is a successful corporate action in respect of Iceye and Spire, the Company will acquire all of the interests owned by the Seraphim Space Fund but capped, if applicable, to such amount as is equal to 20 per cent. (for Iceye) and 15 per cent. (for Spire) of the prevailing Net Asset Value immediately prior to completion. If there is a successful corporate action in respect of Arqit and D-Orbit, the Company will acquire the lower of (a) 50 per cent. and 30 per cent. respectively of each of these companies and (b) such amount in value as is equal to 15 per cent. of the prevailing Net Asset Value immediately prior to completion. The Subsequent Sale and Purchase Agreements each provide that the Company shall never acquire assets where to do so would breach its investment policy and investment restrictions.

Each of the Subsequent Sale and Purchase Agreements provides that if the relevant cap referred to above (and in Table 6 below) is reached on the initial transfer of the Retained Asset, the surplus shall nevertheless be transferred to the Company on the same terms where completion of such subsequent transfer would not cause the relevant cap to be breached. This would likely occur where the Net Asset Value had increased. Any acquisitions of such surplus amounts must take place by the date on which the Company announces its Net Asset Value as at 31 December 2021.

The Company and the Seraphim Space Fund have agreed that completion of the acquisition of each Retained Asset shall not take place within 5 days of each other so as to demonstrate the fact that the Company will always have sufficient cash to purchase each Retained Asset.

²⁷* D-Orbit and Iceye holdings not disclosed due to sensitivity pertaining to corporate activity currently underway.

Table 5 below summarises the amount of each Retained Asset to be purchased by the Company in the event that there is no successful corporate action on or before 20 December 2021:

Retained Asset	Percentage of the Seraphim Space Fund's holding to be transferred
Arqit Limited	50%
D-Orbit S.p.A	100%
Iceye Oy	100%
Spire	100%

Table 5: Percentage of asset to be purchased where no successful corporate action

Table 6 below summarises the amount of each Retained Asset to be purchased by the Company in the event that there is a successful corporate action on or before 20 December 2021:

Retained Asset	Percentage of the Seraphim Space Fund's holding to be transferred
Arqit Limited	50% capped at 15% of NAV
D-Orbit S.p.A	30% capped at 15% of NAV
Iceye Oy	100% capped at 20% of NAV
Spire	100% capped at 15% of NAV

Table 6: Percentage of asset to be purchased in the event of a successful corporate action

The Company shall pay for each of the Retained Assets in cash but the Limited Partners and the Founder Partner (or its partners) (in respect of the carried interest entitlement) have agreed to subscribe all or substantially all of the cash distributed to them pursuant to the sale for new Ordinary Shares at an issue price of 100 pence per Ordinary Share.

The Initial Portfolio (plus the Retained Assets) is segmented into four different elements²⁸:

- *Unicorns*: those companies now valued at in excess of US\$1 billion.
- *Soonicorns*: those companies with the potential to be valued at in excess of US\$1 billion within the next 1-2 years.
- *Minicorns*: those companies with the potential to be valued at in excess of US\$1 billion within the next 3-4 years.
- *Seedcorns*: those companies less mature than Minicorns.

Each of the assets in the Initial Portfolio is summarised below:

Unicorns

AST SpaceMobile Inc, HQ USA, Invested July 2020 Series B

AST SpaceMobile (AST) is aiming to deliver worldwide 4G broadband connectivity from space. It is launching a satellite constellation that will act as 'cell towers in Space' by delivering connectivity to any smartphone.

The AIFM believes that AST is transforming how the world connects. By launching a constellation of 'cell towers in Space', AST is building the world's first and only Space-based cellular broadband network that the AIFM believes will deliver high speed internet connectivity direct to any smartphone anywhere on the planet. Compatible with all existing five billion mobile phones without requiring any modifications to the handset, AST will also provide connectivity to the 70 per cent. of the world that the AIFM believes currently has no cellular coverage. Once deployed, its services will integrate seamlessly with mobile network operators' networks providing 'roaming' to eliminate connectivity gaps. Last quarter AST raised \$460 million and began trading on Nasdaq in April 2021 at a \$1.8 billion market capitalisation.

²⁸ There can be no guarantee that any of the portfolio companies in the Initial Portfolio or the Retained Assets will achieve a valuation at or over the ranges indicated above. These potential valuations are based on a number of assumptions which may or may not materialise.

Some of the primary reasons the AIFM elected to back AST are set out below:

- the satellite communications market is constrained by the requirement for expensive antennas and bespoke expensive satellite phones;
- the AIFM believes that no other company today can deliver telephone and broadband from space direct to the cell phones everyone is already using;
- AST has first mover advantage which is very significant, with high barriers to entry and protection from 1,000 patent claims;
- AST has already signed memoranda of understanding to partner with seven leading mobile network operators who collectively have a subscriber base of 1.3 billion users;
- AST's founder scaled a previous satcoms business to a \$500 million exit; and
- AST is backed by leading industry players including Vodafone, Rakuten and American Tower.

Soonicorns

LeoLabs Inc, HQ USA, Invested Dec 2018 Series A, Next Round: Series D

LeoLabs is providing the mapping service for Space by deploying a network of ground based antennas capable of detecting objects as small as 2cm as far as 1,000km away.

Space debris represents systemic risk to the modern world. A collision event between one satellite and either another one or with a piece of 'space junk' could have potentially catastrophic consequences. LeoLabs uses a network of proprietary ground-based radars to track every piece of space debris down to 2cm in size as far as 1,000km up in orbit. By mapping the skies in real time and monitoring 10x more objects than existing government-operated systems, LeoLabs is aiming for its cloud-based data platform to become the 'air traffic control' system for Space that every rocket launcher, every satellite operator, the market regulators and insurers will rely upon.

Some of the primary reasons the AIFM elected to back LeoLabs are set out below:

- space situational awareness – the tracking of objects in Space – is already a multi \$billion market. Satellite operators are currently reliant on inaccurate and infrequent tracking data provided by the US Air Force to manage their constellations and avoid collisions;
- the AIFM believes that this current paradigm cannot scale to meet the needs of the thousands of new satellites being launched;
- spun out from the world famous SRI International Labs, the LeoLabs team has deep domain expertise, proprietary radar technology that provides it with a strong competitive moat and first mover advantage; and
- by tracking 10x more space debris objects than is currently possible, LeoLabs low cost antenna network could become the commercial tracking service required to support the satellite industry's growth.

Minicorns

Altitude Angel, HQ UK, Invested December 2017 Pre-Series A, Next Round: Series B

Altitude Angel is aspiring to become the operating system for the skies. It operates a cloud-based automated air traffic control platform for drones and flying taxis. Its software powers the world's first sky corridor for drones.

The air traffic control market today relies on a small number of highly trained air traffic controllers to make our skies safe for aviation. These systems are already struggling to cope with the volumes of still largely manual drone flights occurring in and around restricted airspace. The global air taxis and autonomous drone delivery market is forecast to reach \$2.9 trillion by 2040. For this to become a reality, air traffic control services will need to be automated, safely integrating both manned and unmanned aviation. Altitude Angel has developed a market-leading drone traffic management platform to enable this future. Its platform aggregates real-time information from maps, weather, regulations and flight tracks for manned aircraft and other drones to provide a four dimensional real-time map of the world's airspace.

Some of the primary reasons the AIFM elected to back Altitude Angel are set out below:

- drone air traffic control is a fundamental enabler of expected growth in the wider drone ecosystem;
- the AIFM believes Altitude Angel could become the industry's central data exchange, organising the world's aviation information;
- the company is now taking its 'operating systems for the sky' and using it to deploy the world's first commercial drone 'sky corridor' in unrestricted airspace in the UK;
- this provides the blueprint for a network of interlinking drone corridors which, the AIFM believes, could revolutionise the transportation of goods – from medical supplies and fast-food deliveries to 'Amazon-like' parcel drop off and collections;
- Altitude Angel partners with the likes of DJI, Thales, BT and Inmarsat; and
- its founding team comprises ex-Microsoft engineers.

Edgybees, HQ Israel, Invested August 2020, Series A, Next Round: Series B

Edgybees has developed an A.I powered augmented reality platform that uses satellite data for real-time information overlays for any video stream.

To make use of all the video feeds being generated from satellites and drones, operators need to first understand where they are looking and what they are looking at. Existing solutions for overlaying such geospatial information on top of video and imagery lack both the accuracy and the latency required for making real-time decisions. Edgybees is addressing these shortcomings by developing a new capability in visual intelligence and situational awareness. Edgybees' A.I.-powered solution utilises satellite-generated geographical positioning imagery, coupled with computer vision and machine learning algorithms, to deliver low latency, high accuracy geospatial visual overlays on real-time video feeds. Edgybees empowers defence, public safety and critical infrastructure operators to understand any operational scene instantly.

Some of the primary reasons the AIFM elected to back Edgybees are set out below:

- video feeds from satellites, drones, aircraft, CCTV, dashcams and bodycams generate far too much data for humans to process and understand, yet demand for actionable insights on lifesaving missions grows ever greater;
- by fusing geospatial information from multiple different sources into augmented reality overlays for video streams, Edgybees helps organisations make sense of all this data, which in turn helps them make quicker and better decisions in mission-critical environments;
- this has broad potential applicability across multiple, very large, markets including defence, emergency services, smart cities, industrial and automotive; and
- Edgybees' software has already been validated through customer wins with high profile defence customers.

Isotropic Systems, HQ UK, Invested October 2020 Series B, Next Round: Series C

Isotropic Systems (Isotropic) is aiming to create a mesh network of satellite connectivity by developing an antenna capable of connecting to any satellite in any constellation in any orbit.

Thanks to the thousands of communications satellites being launched by the likes of SpaceX, Amazon and OneWeb, space-based connectivity is expected to grow 20-fold over the next five years. Whilst this holds the promise of eventually delivering ubiquitous connectivity across the planet, having the satellite dishes / antennas needed to actually connect to all these satellites remains a major potential bottleneck. Current terminals are expensive, bulky, lack the ability to track fast moving satellites across the sky and are not well-suited for non-stationary applications. Isotropic is resolving these issues by developing a high bandwidth, low power, flat panel digital antenna that can connect to any satellite. This enables Isotropic to mesh satellites together, seamlessly linking to multiple satellite services for uninterrupted connectivity.

Some of the primary reasons the AIFM elected to back Isotropic are set out below:

- with 45 per cent. of the world's population still lacking access to broadband, satellites have a critical role to play in connecting the parts of the world terrestrial networks cannot reach;

- Isotropic's optical beamforming technology is highly differentiated with an ability to connect to any satellite from the same antenna. By converging multiple satellite and cellular networks, it is the AIFM's belief that Isotropic's technology could help deliver connectivity where there currently is none;
- the modular design of Isotropic's technology will enable it to address both high value applications in maritime and defence as well as ultimately high volume ones such as consumer broadband and connected cars; and
- Isotropic's founder was previously part of the team that scaled the satcoms operator O3B to a \$2.3 billion sale to SES.

Satellite Vu, HQ UK, Invested December 2020 Series Seed. Next Round: Series A

Satellite Vu is aiming to become the Earth's smart energy meter by launching the first infrared imaging smallsat constellation capable of monitoring the thermal footprint of any building on Earth every few hours.

Infrared (IR) has a unique capability to 'see' inside buildings / objects. This holds vast potential for gathering intelligence, be that for defence, economic activity or energy efficiency applications. Existing IR satellites are government-operated, cost hundreds of millions and lack the resolution or revisit frequency required for these applications. Satellite Vu is developing the world's first constellation of mid-wave infrared small satellites that represent a 10-100x reduction in cost and weight versus existing government satellites. Satellite Vu's constellation will have the potential to measure the thermal footprint of any building on the planet every few hours to determine valuable insights into economic activity, energy efficiency and carbon footprint. Such capability could have a crucial role to play in the drive towards Net Zero.

Some of the primary reasons the AIFM elected to back Satellite Vu are set out below:

- with 40 per cent. of all carbon emissions coming directly / indirectly from buildings, finding a way to pinpoint the worst energy wasting buildings at global scale is a pressing issue if the world is to achieve Net Zero;
- by measuring the thermal footprint of any building on the planet, Satellite Vu's high resolution, high revisit infrared satellite constellation holds the key to resolving this;
- this technology opens up the ability to monitor in near real-time everything from the energy being wasted by poorly insulated buildings through to measuring economic activity by observing how many shifts a factory is operating and how much energy a power station is generating; and
- Satellite Vu is founded by a satellite industry veteran with decades of experience, including at several different satellite operators several of which sold for more than \$1 billion.

Xona Space Systems, HQ USA, Invested March 2020 Series Seed. Next Round: Series A

Xona Space Systems (Xona) is aiming to provide GPS navigation for the age of autonomy by launching what is believed to be the world's first smallsat GPS constellation delivering centimetre level accuracy and enhanced security.

Global Navigation Satellite System (GNSS) – or GPS as it is more commonly referred to – is the invisible utility driving the world. The position, navigation and timing (PNT) capabilities it delivers powers \$trillions within the global economy. While GPS has been an adequate solution for the world of today, legacy systems are not able to keep up with the commercial demands for accuracy, security or availability. In particular GPS' current 5-10 metre accuracy and vulnerability to hacking / spoofing fails to meet the requirements for autonomous systems. These systems – such as autonomous cars, drones and robots – need much greater precision and security in order to operate safely. By launching its own constellation of GPS signal boosting smallsats, Xona is aiming to deliver centimetre level precision with greatly enhanced security required by such autonomous systems.

Some of the primary reasons the AIFM elected to back Xona are set out below:

- the accuracy of existing GNSS is sufficient for turn-by-turn navigation instructions and ordering an Uber, but insufficient for autonomous cars to know with confidence exactly which lane they are in;

- other companies are seeking to address these shortcomings by innovating on the ground segment by making better GPS receivers or trying to enhance GPS signals;
- conversely, Xona is innovating in the space segment by launching its own constellation of smallsats that can both act independently of and act as signal boosters for existing government operated GNSS constellations;
- the enhanced accuracy and security Xona's system promises could, in the AIFM's view, help enable the age of autonomy. This would represent first mover advantage in a multi \$billion global market; and
- Xona's founding team includes ex-SpaceX and Blue Origin engineers.

Seedcorns

Ch.AI, HQ UK, Invested June 2021 Series Seed. Next Round: Pre Series A

Artificial Intelligence enabled predictive analytics platform to predict commodity prices (metals, oil/gas, energy, agricultural) using a variety of data sources including satellite imagery.

NuQuantum, HQ UK, Invested September 2020 Series Seed, Next Round: Pre Series A

Proprietary advanced single photon quantum photonics systems, integral to building quantum secure communications infrastructure.

Opteran, HQ UK, Invested November 2020 Series Seed, Next Round: Pre Series A

Developing a chipset for computer vision enabling simultaneous localisation and mapping based on the biomimicry of bee brains.

PlanetWatchers, HQ Israel, Invested June 2018 Series Seed, Next Round: Pre Series B

Artificial Intelligence enabled analytics platform utilising synthetic aperture radar imagery from satellites for crop monitoring and insurance and automated insurance claims assessments.

Quadsat, HQ Denmark, Invested December 2018 Series Seed, Next Round: Series A

Test and calibration of satellite antennas using a drone platform.

Transrobotics, HQ USA, Invested December 2017 Pre-Series A, Next Round: Series A

Software-defined digital radar built using standard wifi chips for enabling machine vision for autonomous systems.

Bamboo Systems, HQ UK, Invested October 2018, Series Seed, Next Round: Series A

Low power miniaturised servers based on ARM microprocessors.

Nightingale Security, HQ USA, Invested October 2017, Pre-Series A, Next Round: Series B

Security drone that deploys autonomously when activated by the security system; displaces manned guards.

Each of the Retained Assets is summarised below:

Unicorns

Arqit Ltd, HQ UK, Invested March 2018 Series Seed, Next Round: SPAC-merger / IPO

Arqit is developing encryption reborn for the cloud era. It is deploying a constellation of laser communications satellites that utilise quantum technology to distribute quantum-safe, un-hackable encryption keys for securing any end device.

The advent within the next few years of quantum computers capable of hacking the encryption technologies that underpin the internet could render the cybersecurity behind the entire global digital economy obsolete. Arqit is a player in the nascent field of quantum cryptography and is aiming to resolve this issue. It is deploying a constellation of 'quantum key distribution' satellites that use lasers to transmit un-hackable, quantum safe encryption keys that rely on fundamental physics rather than mere computational difficulty for their security. With equivalent terrestrial, fibre-based

solutions incapable of operating over long distances, the AIFM believes that Arqit could become the foundation for how the internet, communications, data storage is secured.

Some of the primary reasons the AIFM elected to back Arqit are set out below:

- the 'public key infrastructure' currently used to encrypt most of the world's communications is known to be potentially vulnerable to attack by quantum computers. It is recognised that addressing this vulnerability with new forms of quantum-safe encryption is now a pressing priority;
- Arqit's symmetric encryption technology holds the promise of potentially addressing this by facilitating the distribution of quantum secure encryption keys to any end device;
- the AIFM had an existing relationship with Arqit's founder who had previously founded, funded, scaled and successfully listed another satcom business, Avanti Communications; and
- Arqit has a high calibre team of satellite and cybersecurity industry veterans, supported by world-class consortium partners and significant non-dilutive funding from the European Space Agency.

On 12 May 2021, Arqit announced that it had entered into a definitive agreement to undertake a business combination with Centricus Acquisition Corp (Nasdaq: CENH) to enable it to list on the Nasdaq. This transaction provides a *pro forma* enterprise value of approximately US\$1.0 billion and is expected to complete during August 2021.

Spire Global Inc, HQ USA, Invested January 2017, Series B, Next Round: SPAC-merger / IPO

Spire Global (Spire) is aiming to monetise the weather. It operates one of the world's largest satellite constellations, collecting radio frequency signals for weather forecasting and for tracking the global maritime and aviation fleets.

Spire is disrupting the \$14 billion weather data and forecasting market. Weather variability – and our inability to accurately predict it – creates approximately \$3 trillion of economic loss every year. This problem is growing because of climate change-induced extreme weather events. Spire utilises its constellation of more than 100 shoebox size, multi-purpose satellites to collect high fidelity, real time global weather and climate data from beneath the Earth's surface to the edge of the atmosphere. Via its SaaS-based predictive analytics engine, Spire uses this data to create a highly accurate, proprietary global weather forecast. Spire's satellites also collect signals for tracking ships and aircraft.

Some of the primary reasons the AIFM elected to back Spire are set out below:

- the multi \$billion satellite weather market represents one of the next major growth opportunities in the ongoing commercialisation of the Space sector;
- as with the launcher and earth observation (imagery) markets before it, satellite weather collection is starting to shift from governments to commercial players. Operating the world's largest constellation of 'listening' satellites, Spire has built a significant competitive moat within this sizeable market;
- having access to its own proprietary, high frequency, high resolution weather data enables Spire to generate its own global weather forecasts at equivalent or better accuracy than those upon which the world currently relies; and
- Spire's ability to use its satellites to collect multiple datasets (weather, maritime, aviation) enables it to address multiple diversified markets.

On 1 March 2021, Spire entered into a binding agreement to undertake a business combination with NavSight Holdings Inc. (NYSE:NSH). This transaction provides a *pro forma* enterprise value of approximately US\$1.2 billion and is expected to complete during August 2021.

Soonicorns

D-Orbit, HQ Italy, Invested April 2019 Series A. Next Round: Pre IPO

D-Orbit is aiming to be the world's first space logistics infrastructure company, utilising its multi-purpose spacecraft to deliver customers' satellites before fulfilling high value secondary missions

D-Orbit is aiming to become the 'Fedex of Space', having already launched the world's first ever in-space last mile delivery service. D-Orbit's aggregates its customers' small satellites into its own 'cargo satellite' which then uses the likes of a SpaceX rocket to reach orbit. Once in Space, D-Orbit's spacecraft then transports its cargo to its precise target orbit. This has the advantage of getting the satellite to its ultimate destination quickly and cost effectively. Each of D-Orbit's spacecraft can then take on a number of different secondary missions that include satellite servicing, debris removal, communication relays and even datacentres, paving the way for the future in-space economy.

Some of the primary reasons the AIFM elected to back D-Orbit are set out below:

- by combining the benefits of low cost launchers from the likes of SpaceX with the more precise orbital delivery capabilities of smallsat launchers from the likes of RocketLab, D-Orbit's 'lon' cargo spacecraft represents a new paradigm for addressing the smallsat launch bottleneck;
- having now completed two successful missions delivering cubesats from the likes of Planet (the operator of one of the world's largest constellations), D-Orbit has first mover advantage in the race to become the world's first in-space transportation system;
- D-Orbit's lon is a multi-purpose, multi mission platform capable of undertaking a range of secondary applications after delivering customers' satellites. Several of these applications formed part of the two successful missions already completed; and
- with D-Orbit's cubesat customers financing each mission, each lon launched incrementally increases its fleet of multi-purpose spacecraft at potentially marginal / no cost to the company.

D-Orbit has a potentially significant transaction relating to pre IPO funding currently underway.

Icye Oy, HQ Finland, Invested August 2017 Series A. Next Round: D series/Pre IPO

Icye has built the world's first and largest constellation of miniaturised satellites that use radars to capture information about the Earth day and night and in all weather conditions.

Satellites that use optical cameras to take images of the Earth have in recent decades spawned the \$5 billion 'Earth Observation' market. However, with two thirds of the world either in darkness or covered by cloud at any given time, much of the world cannot be imaged from Space using traditional optical cameras. By using radars rather than cameras to take images, it is possible to monitor the Earth day and night and in all weather conditions. Previously the preserve of just a handful of nation-states, Icye has built the world's largest constellation of radar satellites that are 1/100th of the size and cost of incumbent systems. Through its constellation, Icye aims to provide actionable information on every square metre of the Earth every hour for sectors that include maritime, disaster management, insurance, finance, security and intelligence.

Some of the primary reasons the AIFM elected to back Icye are set out below:

- Icye is looking to use a low-cost constellation of smallsats to disrupt government-dominated incumbents on the basis of price and high temporal resolution with a vertically integrated model;
- as the first company globally to miniaturise space-grade SAR successfully, the AIFM believes that Icye has the opportunity to build a next generation SAR satellite company;
- by democratising access to SAR imagery, Icye is addressing substantial latent demand from both nation states and corporations; and
- combining Icye's ability to image the Earth in all conditions with artificial intelligence will enable the company to monitor change detection around the world in close to real time.

Icye has a potentially significant transaction relating to pre IPO funding currently underway.

Valuation methodology

The value of the stake in each Retained Asset to be acquired by the Company pursuant to the Subsequent Sale and Purchase Agreements will be based on either (a) the relevant corporate action to which it is subject being completed or, failing which (b) the fair value of the holding as at 31 May 2021.

In the case of Arqit and D-Orbit, should their respective transactions be consummated as currently anticipated, the Seraphim Space Fund will sell to the Company 50 per cent. and 30 per cent. respectively of its holding in these two companies, subject in each case to the value of each such holding being no greater than 15 per cent. of the Net Asset Value at such time. In the case of each company, should it be confirmed that the relevant transaction is no longer expected to conclude by 20 December 2021, the Company will seek to acquire 50 per cent. of the shares held by the Seraphim Space Fund in Arqit and 100 per cent. of the shares held by the Seraphim Space Fund in D-Orbit.

In the case of Iceye and Spire, the Seraphim Space Fund will sell to the Company 100 per cent. of its holdings irrespective of whether or not the relevant corporate action is concluded by 20 December 2021 but capped, if applicable, to such amount as is equal to 20 per cent. (for Iceye) and 15 per cent. (for Spire) of the prevailing Net Asset Value immediately prior to completion. A more complete summary of the acquisition of the Retained Assets is set out above in this Part 4 and in Tables 5 and 6.

Table 7 below summarises the fair value of each of the four Retained Assets as at 31 May 2021. The table also includes the implied fair value of Arqit, Iceye, D-Orbit and Spire based on the currently expected terms of their respective transactions. These implied values have not been verified by BDO LLP or any other independent valuer on behalf of the Company and will remain subject to potential variation ahead of the transactions being finalised.

Retained Asset	Seraphim Space Fund Fair Value As At 31/05/2021 £m	Estimated Transaction Fair Value £m	% Seraphim Space Fund holding to be acquired by Company %	Implied Value of holding to be acquired by Company £m
Arqit Limited	27.9	31.3	50%	15.7
D-Orbit S.p.A	7.4	70.7	30%	21.2
Iceye Oy	9.8	28.1	100%	28.1
Spire Global Inc	4.9	5.5	100%	5.5

Table 7: Summary details of potential value of the Retained Assets to be acquired by the Company.

The valuations provided in Table 7 above in relation to potential value post the relevant corporate activity and on acquisition by the Company are provided for illustrative purposes only and actual valuations may differ materially from those indicated.

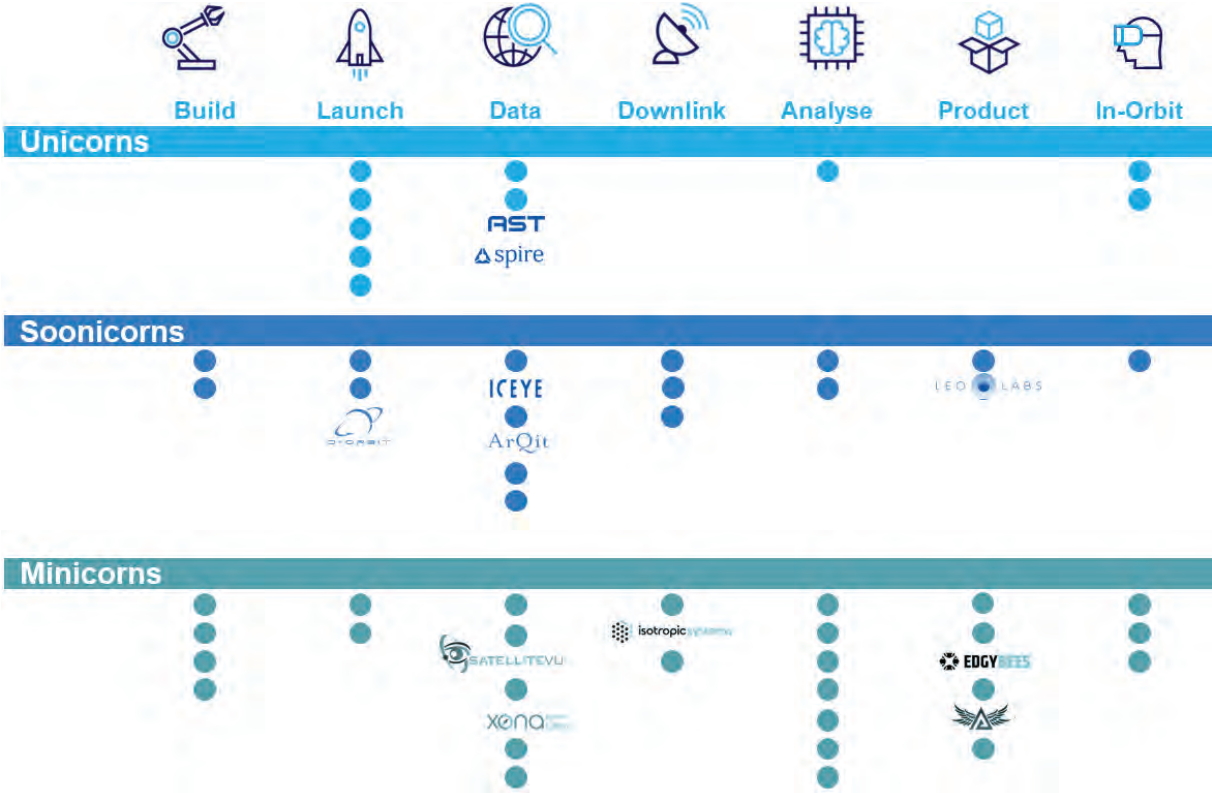
2 Pipeline

The chart below maps out the pipeline the AIFM has developed for the Company. Across the top axis, there are seven key segments of the Space Tech market namely: **Build** (satellite construction/manufacturing/components); **Launch** (rockets); **Data** (constellations of satellites in orbit); **Downlink** (data from space to earth in a cyber secure manner); **Analyse** (Artificial intelligence applied to large datasets from space); **Product** (space datasets fused with terrestrial data targeted at a vertical such as construction, agriculture, oil and gas); and **In-Orbit** (activity in space).

On the left axis the pipeline is segmented into **Unicorns** (companies valued >US\$1 billion), **Soonicorns** (unicorns within one to two years) and **Minicorns** (Soonicorns within one to two years).

The chart plots some of the Initial Portfolio and Retained Assets (which can be identified by their logos), where the AIFM has an expectation of making additional follow-on investments, alongside other target companies (represented by the anonymised circular icons) that the AIFM has identified as prospective investment opportunities.

Using its information asymmetry, the AIFM has identified those companies it believes have the potential to be game changers within their category. The new potential investees have often been tracked by the AIFM over several years, providing the AIFM with in-depth information on their respective technology, team capability, commercial development and customer pipelines.



The Company aims to substantially deploy the remaining Net Issue Proceeds, following the acquisition of the Initial Portfolio, within 6 to 12 months of Initial Admission, including through the aquisition of the Retained Assets.

The pipeline information is indicative only and there can be no assurance that any of the opportunities in the pipeline will be acquired by the Company.

Part 5

Directors, management and administration

1 Directors

The Directors are responsible for the determination of the Company's investment policy and have overall responsibility for the Company's activities, including the review of investment activity and performance and the control and supervision of the Company's service providers. All of the Directors are non-executive and are independent of the AIFM. The Directors will meet at least four times per annum.

The Company expects to appoint a further director to the Board following Initial Admission. The Directors at the date of this Registration Document are as follows:

Will Whitehorn, non-executive Chair

Will Whitehorn was formerly a director of Virgin Group and President of Virgin Galactic until 2010. He has since pursued a private equity and non-executive career. He is the President of UKSpace, the trade body that represents the space industry in the UK, chair of AAC Clydespace, a listed satellite manufacturing company, Good Energy PLC, Scottish Event Campus Limited and Craneware PLC. He also sits on the board of the Royal Air Force and has recently retired as deputy chair of Stagecoach Group PLC after serving on its board for nine years. Will has been a Fellow of the Royal Aeronautical Society since 2013.

Sue Inglis, non-executive Director

Sue Inglis has a wealth of experience from more than 30 years advising listed investment companies and financial institutions. Before embarking on a non-executive career, her executive roles included managing director – Corporate Finance in the Investment Companies teams at Cantor Fitzgerald Europe (2012–2018) and Canaccord Genuity (2009–2012). Sue is a qualified lawyer and was a partner and head of the funds and financial services group at Shepherd & Wedderburn, a leading Scottish law firm. In 1999 she was a founding partner of Intelli Corporate Finance, an advisory boutique firm focusing on the asset management and investment company sectors, which was acquired by Canaccord Genuity in 2009. Sue is currently the chair of The Bankers Investment Trust PLC, the senior independent director of Baillie Growth US Growth Trust plc and a non-executive director of BMO Managed Portfolio Trust plc and Momentum Multi-Asset Value Trust plc.

Christina McComb, non-executive Director

Christina McComb has over 25 years' experience of venture capital investment, as a former director of 3i plc and other venture funds. She has also held a number of senior public sector roles, including a non-executive role at the British Business Bank and advising Government on initiatives to support access to finance in UK SMEs. She is currently chair of OneFamily, a leading UK financial mutual and Chair of Standard Life European Private Equity Trust plc. She is also a Trustee of Nesta where she chairs the Trust Investment Committee. She was awarded an OBE in the Queen's Birthday Honours 2018 for services to the economy.

2 AIFM

The Company has appointed Seraphim Space (Manager) LLP as its alternative investment fund manager (the "AIFM"). The AIFM is currently authorised and subject to regulation by the FCA as a small authorised UK AIFM and intends to apply to the FCA to become authorised as a full-scope UK AIFM.

The AIFM has managed the Seraphim Space Fund since October 2016. The AIFM's performance record in respect of Space Tech investments is set out in the table below. This predominantly comprises investments made through the Seraphim Space Fund and which will comprise the Initial Portfolio and the Retained Assets.

As at 31 March 2021, Seraphim had invested in 19 portfolio companies, generating a fund level IRR of 31 per cent. The table below is as at 31 March 2021 and is taken from the audited figures for the Seraphim Space Fund.²⁹

Type	Number of companies	Total Cost £m	Proceeds £m	Residual Value £m	Gain / Loss £m	Gross Multiple x	Gross IRR %
Realisations	1	1.3	2.0	0.3	1.0	1.8	81%
Growth	6	12.7		57.7	44.9	4.5	75%
Early Stage / Other	11	15.1		12.2	-2.8	0.8	-14%
Stopped Supporting	1	3.8		0.0	-3.8	0.0	—
	19	32.9	2.0	70.2	39.3	2.2	43%

The Seraphim partners have worked together for the past 15 years, having honed their investment experience whilst collectively working at YFM Equity Partners. The Company intends to leverage the Seraphim team's years of experience, expertise and networks in the Space Tech sector to drive value creation in its investee companies.

The key individuals responsible for executing the Company's investment strategy are:

Mark Boggett

Mark Boggett, CEO of Seraphim, is a venture capitalist with a focus on mission-driven companies at the cutting edge of disruptive technology and new industry formation. Mark is a pioneer in Space Tech investment having co-founded the Seraphim Space Fund. Previously, Mark was a director at YFM Equity Partners, the firm behind the high profile British Smaller Companies VCT 1 & 2. He also worked at Brewin Dolphin and Williams de Broe. He completed his undergraduate degree in Accounting & Finance, Masters in Economics and Finance from the University of Leeds and professional qualifications include the Institute of Investment Management & Research.

James Bruegger

James Bruegger, the co-founder and CIO of Seraphim, is a prolific venture capitalist investor in the global Space Tech domain, having primary responsibility for building Seraphim Space Fund's portfolio. James was the early VC investor in recognised category leaders such as Iceye, LeoLabs and D-Orbit and led investments in several companies that have since announced their intention to go public including Arqit, Spire Global and AST. Previously he worked at YFM Equity Partners and Burlington Consultants, a boutique strategy consultancy focussed on mergers and acquisitions that was acquired by Deloitte. James holds a first-class degree in History from University College London.

Rob Desborough

Rob Desborough is a partner in the Seraphim Space Fund and CEO of Seraphim Space Camp, now one of the world's leading accelerator programmes for Space Tech start-ups, which he launched in 2018. Rob heads up the Early Stage Investment activity for Seraphim. Rob has over 20 years' technology Venture Capital experience in both investment and operational roles from start-up and university spin-out through to early-stage, growth, development, and IPOs. Prior to Seraphim, Rob was with YFM Equity Partners as an Investment Director. He has been a board observer or director for over 30 companies. Rob holds a BSc (Hons) in Biomedical Sciences from the University of Glasgow and a Postgraduate Diploma (PGDip) in Information Technology Systems from the University of Strathclyde.

Candace Johnson

Candace Johnson is a member of the Investment Advisory Committee. Candace has a long and distinguished career as founder/co-founder of such space ventures as SES ASTRA, SES Global, Loral-Teleport Europe, Europe Online, as well as having played critical roles in bringing about space sector leaders including Iridium and ILS. An experienced venture capitalist and investor, Candace has been a member of the Strategic Committee of Iris Capital for the past decade and until recently

²⁹ Figures include accrued loan note interest but exclude subscription costs associated with unexercised Incentive Equity Units in AST SpaceMobile Inc.

has served as President of the European Business Angel Network, now President Emeritus. She serves and has served on the boards of a number of emerging space leaders including NorthStar Earth and Space and Kacific. She is also the founding president of the VATM, the Association of Private Telecom Operators, co-founder of the Global Telecom Women's Network (GTWN) and co-founder of the Middle East and North Africa Business Angel Network (MBAN) and the African Business Angel Network (ABAN). Candace has received Lifetime Achievement Awards from the World Communications Awards and Women in Aerospace Europe. She has been decorated as Commander of the Order of Merit and Officer of the Oak Leaf Crown of Luxembourg and as Officer of the Federal German Order of Merit for her services to the global telecommunications and space sectors.

Matt O'Connell

Matt O'Connell is a member of the Investment Advisory Committee. He is a recognised thought leader in the geospatial intelligence industry. Matt is an Operating Partner at US venture firm DCVC. From October 2015 to July 2016, he was CEO of OneWeb, a telecom start-up seeking to build a constellation of satellites to provide affordable high-speed Internet access for the world's unconnected. Prior to joining OneWeb, he was President and CEO of GeoEye. In January 2013, he concluded the sale of GeoEye to DigitalGlobe for US\$1.3 billion. From 2003 he grew GeoEye from 60 employees producing US\$9 million of revenue per year to 760 employees producing US\$360 million (2012). Headquartered in Herndon, Virginia, GeoEye was a leading global provider of satellite and aerial imagery and geospatial information products and solutions. GeoEye was publicly traded on the Nasdaq exchange and listed on the Russell 3000 index.

Investment Management Agreement

The Company and the AIFM have entered into the Investment Management Agreement, a summary of which is set out in paragraph 8.3 of Part 7 of this Registration Document, under which the AIFM has agreed to provide the Company with portfolio management and risk management services and to be the Company's alternative investment fund manager.

Details of the fees and expenses payable to the AIFM are set out in paragraph 6 of this Part 5 below.

3 Administrator and Company Secretary

Ocorian Administration (UK) Limited has been appointed as administrator and company secretary to the Company. The Administrator will provide the day-to-day administration of the Company and is also responsible for the Company's general administrative functions, such as calculation of the NAV and maintenance of the Company's accounting and statutory records. The Administrator will also provide the company secretarial functions required by the Companies Act.

4 Registrar

Computershare Investor Services PLC has been appointed registrar of the Company. Under the terms of the Registrar Services Agreement the Registrar has responsibility for maintaining the register of Shareholders, receiving transfers of Ordinary Shares for certification and registration and receiving and registering Shareholders' dividend payments together with related services.

5 Depositary

Ocorian Depositary (UK) Limited has been appointed as depositary to provide cash monitoring, safekeeping and asset verification and oversight functions.

6 Fees and expenses

Formation and initial expenses

The formation and initial expenses of the Company are those which are necessary for the incorporation of the Company, the Initial Issue and Initial Admission. These expenses include fees and commissions payable under the Placing Agreement, the Receiving Agent's fees, admission fees, printing, legal, valuation and accounting fees and any other applicable expenses.

Ongoing annual expenses

Ongoing annual expenses include the following:

6.1 AIFM

Under the Investment Management Agreement, the AIFM is entitled to a management fee of 1.25 per cent. per annum of Net Asset Value up to £300 million and 1.00 per cent. per annum of Net Asset Value above £300 million, payable quarterly in advance. The AIFM is also entitled to a performance fee of 15 per cent. over an 8 per cent. hurdle with full catch-up, calculated on NAV annually, details of which are set out below.

The AIFM is entitled to receive a performance fee where the Adjusted Net Asset Value at the end of a Calculation Period exceeds the higher of the Performance Hurdle and the High Water Mark (such excess being the “**Outperformance**”) (the “**Performance Fee**”).

The Performance Fee shall be equal to the sum of the following:

- (i) (catch-up element) the lower of:
 - (a) 17.65 per cent. of the Performance Hurdle minus the opening Net Asset Value at the beginning of the Calculation Period immediately following the Calculation Period in respect of which a Performance Fee was last earned or, if no Performance Fee has yet been earned, an amount equal to the gross IPO proceeds; and
 - (b) the Outperformance; and
- (ii) (additional performance element) if the Outperformance is greater than any catch-up element payable in respect of the Calculation Period pursuant to (a) above (such difference being the “**Balance**”), an additional amount equal to 15 per cent. of the Balance,

provided always that the Performance Fee in respect of each Calculation Period shall never require a payment to the extent that such payment would reduce the Adjusted Net Asset Value less the Performance Fee that would otherwise be payable in respect of that Calculation Period to be less than the higher of the Performance Hurdle and the High Water Mark.

Subject to the below, the Performance Fee will be payable to the AIFM in arrears within 30 calendar days of the publication of the Company’s audited accounts for the date on which each Calculation Period ends unless, within such period the Company has given notice in writing to the AIFM of any error in relation to the calculation, in which case, the due date for payment will be delayed until 30 calendar days after such error is resolved. To the extent that the Company does not have available cash to pay the Performance Fee on the date on which such amount becomes payable (having taken into account the Company’s reasonable working capital requirements) the payment date shall be deferred by three months (or such shorter or longer period as may be agreed in writing by the Company and the AIFM).

The accrued Performance Fee shall be payable by the Company to the extent that the Available Amount is greater than the Performance Fee Amount (which shall both be calculated as at the end of each Calculation Period) and, to the extent that the Available Amount is less than the Performance Fee Amount, an amount equal to the difference shall be carried forward and included in the Performance Fee Amount calculated as at the end of the next Calculation Period (and such amount shall be paid before any Performance Fee accrued at a later date). Save for in limited circumstances, no accrued but unpaid Performance Fees carried forward in accordance with this paragraph will be able to be cancelled by the Company once they become payable.

In respect of each payment of Performance Fee (other than one immediately prior to a winding up of the Company):

- (i) in the event that the Ordinary Shares are trading at a premium at the time the Performance Fee is paid, the AIFM shall subscribe within 28 days of receipt of the relevant payment (or as soon thereafter as it would be lawful to do so) for such number of Ordinary Shares as is equal to $A = B/C$, where “**A**” is the number (rounded to the nearest whole number) of Ordinary Shares to be subscribed, “**B**” equals the sterling amount equal to 15 per cent. of the Performance Fee paid to the AIFM and “**C**” equals the prevailing Net Asset Value per Ordinary Share;

- (ii) in the event that the Ordinary Shares are trading at a discount at the time the Performance Fee is paid, the AIFM shall use all reasonable endeavours to buy in the market within 28 days of receipt of the relevant payment (or as soon thereafter as it would be lawful to do so) Ordinary Shares of a value equal to the amount of “B” above (the “**Relevant Amount**”). If, at the expiry of 28 days, the AIFM has not been able to use all of the Relevant Amount to purchase Ordinary Shares in the market it shall subscribe the balance left over for new Ordinary Shares at a price equal to the prevailing Net Asset Value per Ordinary Share.

If the requirement to acquire shares would result in the AIFM or any person who is or is deemed to be acting in concert with it incurring an obligation to make an offer under Rule 9 of the Takeover Code the relevant amount of the Performance Fee will be settled in cash.

For the purposes of the foregoing paragraphs:

“Adjusted Net Asset Value at the end of a Calculation Period” shall be the audited Net Asset Value (or, if the Company determines otherwise, a Net Asset Value based on an independent valuation of the Company’s unlisted investments) in sterling at the end of the relevant Calculation Period:

- (i) plus an amount equal to any accrued performance fee actually paid in respect of the relevant Calculation Period;
- (ii) plus an amount equal to all dividend or other income distributions paid to Shareholders during the relevant Calculation Period;
- (iii) minus an amount equal to all dividend or other income distributions to Shareholders declared in respect of the relevant Calculation Period but which have not already reduced the audited Net Asset Value; and
- (iv) minus the Net Capital Change where the Net Capital Change in the relevant Calculation Period is positive or, correspondingly, plus the Net Capital Change in the relevant Calculation Period where such Net Capital Change is negative;

“Available Amount” means the sum of:

- (i) aggregate net realised profits on Investments since the start of the relevant Calculation Period;
- (ii) plus an amount equal to each IPO Investment Unrealised Gain where the IPO of the relevant Investment takes place during the relevant Calculation Period; plus or minus (as applicable);
- (iii) plus or minus (as applicable) an amount equal to the Listed Investment Value Change attributable to that Calculation Period; and
- (iv) plus the aggregate amount of all dividends or other income received from Investments of the Company in that Calculation Period (other than Investments made pursuant to the cash management policy of the Company as stated in the investment policy);

“Calculation Period” means each twelve-month period ending on 30 June, except that the first Calculation Period shall be the period commencing on Initial Admission and ending on 30 June 2022. The Performance Fee will be calculated in respect of each Calculation Period. If at the end of a Calculation Period no Performance Fee has been earned in respect of that period, the Calculation Period shall be extended for an additional twelve-month period (or until that Calculation Period otherwise comes to an end) and will be deemed to be the same Calculation Period and this process shall continue until a Performance Fee is next earned at the end of the relevant period;

“High Water Mark” means the opening Net Asset Value at the beginning of the Calculation Period immediately following the Calculation Period in respect of which a Performance Fee was last earned or if no Performance Fee has yet been earned, an amount equal to the Gross Issue Proceeds;

“Investments” means all unquoted equity and equity equivalent investments and all other securities, currencies, shares, equity, futures, options, warrants, forward contracts, contracts for differences, derivatives, convertible or exchangeable debt, bonds, notes, cash, interests in businesses, joint ventures, syndicated investments, consortiums, partnerships or limited partnerships or the like, and any other property whatsoever (quoted or traded on an investment exchange or not), including income derived therefrom, procured by the AIFM for the Company in accordance with the investment policy, from time to time;

"IPO Investment Unrealised Gain" means the aggregate unrealised gain attributable to each Investment in a private portfolio company that subsequently conducts an IPO in the relevant Calculation Period (for the avoidance of doubt the process by which an unlisted investment becomes listed, for example through a SPAC merger, shall be deemed to be an IPO). The unrealised gain of the Company for this purpose shall be calculated using the issue price set as part of the IPO of the relevant shares comprising the Investment and the investment costs attributable to the corresponding shares. For the purposes of this calculation an Investment in listed shares that is held following the IPO but disposed of prior to the end of the relevant Calculation Period in which the IPO took place shall not be included in the calculation of the IPO Investment Unrealised Gain (and, to the extent that part of the Investment is disposed of prior to the end of the relevant Calculation Period, the amount of the relevant IPO Investment Unrealised Gain shall be reduced by a corresponding proportion to the percentage of the total holding sold);

"Listed Investment Value Change" means the aggregate price increase or decrease attributable to each Investment in listed shares that is held as at the end of the relevant Calculation Period and shall be calculated as follows:

- (i) in respect of a Calculation Period in which the shares are first listed or acquired by the Company, the Listed Investment Value Change shall be calculated in respect of the period from the date of admission or acquisition (as applicable) of those shares to the end of the relevant Calculation Period and shall be calculated using the issue price of those shares and the mid-market closing price as at the last business day of the relevant Calculation Period; or
- (ii) in respect of each other Calculation Period, the Listed Investment Value Change shall be calculated using the closing mid-market price as at the last business day of the previous Calculation Period and last business day of the relevant Calculation Period using the closing mid-market price on such dates provided that if the Listed Investment Value Change attributable to such shares is positive but the mid-market closing price as at the end of the Calculation Period is less than the higher of (a) the price of such shares on admission (in respect of shares held by the Company on the date of their admission to trading) and (b) the highest mid-market closing price as at the end of any prior Calculation Period when such shares were held by the Company, the Listed Investment Value Change in respect of such shares shall be deemed to be zero;

"Net Capital Change" equals "I" minus "R" where:

"I" is the aggregate of the net proceeds of any Share issue over the relevant period (other than the first issue of Ordinary Shares); and

"R" is the aggregate of amounts disbursed by the Company in respect of Share redemptions or repurchases over the relevant period;

"Performance Fee Amount" means the sum of the Performance Fee calculated in respect to the relevant Calculation Period plus any amount of Performance Fees payable in respect of prior Calculation Periods but which were deferred and remain unpaid as at the end of the relevant Calculation Period;

"Performance Hurdle" means, in relation to each Calculation Period, ("A" multiplied by "B") + "C" where:

"A" is 8 per cent. (expressed for the purposes of this calculation as 1.08 and calculated as an annual rate and adjusted to the extent the relevant Calculation Period is greater or shorter than one year);

"B" is:

- (i) in respect of the first Calculation Period the Gross Issue Proceeds; or
- (ii) in respect of each subsequent Calculation Period, the Net Asset Value at the beginning of that Calculation Period,

in each case, plus (where such sum is positive) or minus (where such sum is negative) the sum of:

- (x) in respect of each Share issue undertaken in the relevant Calculation Period being assessed, an amount equal to the Net Capital Change attributable to that Share issue multiplied by the sum of the number of days between admission to trading of the relevant Shares and the end of the relevant Calculation Period divided by total number of days in the relevant Calculation Period; minus
 - (y) in respect of each repurchase or redemption of Shares undertaken in the relevant Calculation Period being assessed, an amount equal to Net Capital Change attributable to that Share purchase or redemption multiplied by the number of days between the relevant disbursement of monies to fund such repurchase or redemption and the end of the relevant Calculation Period divided by total number of days in the relevant Calculation Period;
- “C” is -1 multiplied by the sum of: the issue adjustment for the Calculation Period; and the reduction adjustment for the Calculation Period; and

“Share” means Ordinary Share and/or C Share.

6.2 Administrator and Company Secretary

Under the terms of the Administration and Company Secretarial Services Agreement, the Administrator is entitled to receive a fee of 0.06 per cent. of Net Asset Value per annum on Net Asset Value up to £200 million, 0.03 per cent. of Net Asset Value per annum on Net Asset Value above £200 million and up to £400 million and 0.01 per cent. of Net Asset Value per annum on Net Asset Value in excess of £400 million, subject to a minimum annual fee of £95,000.

6.3 Depositary

Under the terms of the Depositary Agreement, the Depositary is entitled to receive a fee of £55,000 per annum. The Depositary may delegate the safekeeping of custodial assets to a custodian. Custody fees will be payable directly by the Company to any custodian.

6.4 Registrar

Under the terms of the Registrar Services Agreement, the Registrar is entitled to a fee per Shareholder account, which is subject to an annual minimum amount of £4,800, plus certain additional activity fees.

6.5 Directors

Each of the Directors is entitled to receive a fee from the Company at such rate as may be determined in accordance with the Articles. The current annual fees are £50,000 for each Director.

Each of the Directors is also entitled to be paid all reasonable expenses properly incurred by them in attending general meetings, board or committee meetings or otherwise in connection with the business of the Company. 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.

6.6 Other operational expenses

Other ongoing operational expenses (excluding fees paid to service providers as detailed above) of the Company will be borne by the Company including travel, accommodation, printing, audit, finance costs, legal fees (including those incurred on behalf of the Company by the AIFM), corporate broking fees, annual London Stock Exchange fees and AIC membership fees.

All reasonable out of pocket expenses of the AIFM, the Administrator and Company Secretary, the Registrar, the Company's other service providers and the Directors relating to the Company will be borne by the Company.

The AIFM has prepared a key information document required under the UK PRIIPs Regulation in relation to the Ordinary Shares. That regulation requires costs to be calculated and presented in accordance with detailed and prescriptive rules. The key information document is available on the Company's website (www.seraphim.vc/investors).

7 Conflicts of interest

The AIFM and its officers, members, employees, agents and affiliates and any person or company with whom they are affiliated or by whom they are employed (each an “Interested Party”) may from time to time be involved in other financial, investment or professional activities. In particular,

Interested Parties may act for other clients or manage or advise other companies, funds or accounts ("**Other Clients**"), which may have similar investment objectives and policies to that of the Company.

The AIFM anticipates that relationships between an Interested Party and any such Other Client could benefit the Company by virtue of enabling the AIFM to engage with a broader array of Space Tech businesses which could, in time, become investment candidates for the Company.

No Interested Party shall be liable to account for any profit, commission or remuneration made or received from any such services.

To the extent that the Company has available cash proceeds for investment (having regard to the anticipated pipeline of potential investments and working capital requirements), the AIFM has agreed that, prior to the date on which the Company's assets are 85 per cent. invested or committed or allocated for investment, the Company shall have a right of first refusal in respect of any growth stage investment opportunities that it or any of its associates receives that would be suitable for investment by the Company in accordance with the Company's investment policy. This right of first refusal in relation to any single investment shall be in respect of an allocation up to a maximum of 10 per cent. of the Net Asset Value of the Company at such time in order to ensure appropriate diversification of capital deployment. For these purposes cash and cash equivalents pending investment shall not be deemed to be invested or committed for investment.

Subject to the above, the investment opportunities appropriate for the Company and such Other Clients may from time to time overlap, which may result in situations where it is desirable for the Company and Other Clients to acquire interests in a given targeted investment at the same time. With respect to allocations of investment opportunities, the AIFM will, to the extent practicable, allocate investment opportunities between the Company and such other clients based on the AIFM's allocation policy.

The Directors have satisfied themselves that the AIFM has procedures in place to address potential conflicts of interest with regards to the allocation of investment opportunities and that, where a conflict arises, the AIFM will allocate opportunities on a fair basis in accordance with its conflicts of interest and allocation policies.

Subject at all times to compliance with the related party transaction rules contained in the Listing Rules, in the event that any Interested Party has, either directly or indirectly, a material interest or relationship of any description with a business that the Company is seeking to invest in, or divest of, any such investment shall be subject to the Directors being satisfied with the measures implemented by the AIFM to mitigate such a conflict of interest, which would include, but not be limited to, ensuring that the proposed investment is effected on terms which are no less favourable to the Company than if the potential conflict had not existed.

The Directors have noted that the principals of the AIFM, as at the date of this Registration Document, have a pre-existing interest in Seraphim Space Camp which operates an investment readiness programme for early stage Space Tech businesses. The AIFM is provided with a time limited option to invest in companies that complete the Seraphim Space Camp programme ("**Cohort Companies**") which the AIFM at its sole discretion may allocate to the Company or to Other Clients as described above. Seraphim Space Camp also receives a warrant entitling it to acquire shares in Cohort Companies participating in its programme, several of which form part of the Initial Portfolio.

The Directors have satisfied themselves that the AIFM has procedures in place to address potential conflicts of interest that may arise were the Company to seek to invest into any Cohort Companies where Seraphim Space Camp retains warrants or has exercised its warrants and continues to hold the resulting shares.

8 Corporate governance

The Board has considered the principles and recommendations of the AIC Code. The AIC Code addresses the principles and provisions 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. The Board considers that reporting against the principles and provisions of the AIC Code will provide better information to Shareholders.

The Financial Reporting Council ("**FRC**"), the UK's independent regulator for corporate reporting and governance responsible for the UK Corporate Governance Code, has endorsed the AIC Code. The

terms of the FRC's endorsement mean that AIC members who report against the AIC Code meet fully their obligations under the UK Corporate Governance Code and the related disclosure requirements contained in the Listing Rules.

The Company's Audit Committee is chaired by Christina McComb, consists of all the Directors and will meet at least twice 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 risk management and internal control systems. It will review the half-yearly and annual reports and receive information from the AIFM. It will also review the scope, results, cost effectiveness, independence and objectivity of the external auditor.

In accordance with the AIC Code, the Company has established a Management Engagement Committee which is chaired by Will Whitehorn and consists of all the Directors. The Management Engagement Committee will meet at least once a year or more often if required. Its principal duties are to consider the terms of appointment of the AIFM and the Company's other service providers and to annually review these appointments, including the terms of the Investment Management Agreement.

The Company has also established a Remuneration and Nomination Committee which consists of all of the Directors. Sue Inglis will act as chair of the Remuneration and Nomination Committee. The Remuneration and Nomination Committee will meet not less than once a year and will have responsibility for considering the remuneration of the Directors, identifying individuals qualified to become Board members and selecting the director nominees for election at general meetings of Shareholders or for appointment to fill vacancies, determining director nominees for each committee of the Board and considering the appropriate composition of the Board and its committees.

Part 6

BDO LLP Valuation Opinion Letter

Seraphim Space Investment Trust Plc
5th Floor 20 Fenchurch Street
London
EC3M 3BY

Deutsche Bank AG
London branch
1 Great Winchester Street
London
EC2N 2DB

22 June 2021

Dear Sirs

Proposed acquisition of a seed portfolio and listing of Seraphim Space Investment Trust Plc (the “Company”) (the “Transaction”)

Valuation opinion letter

We are writing to provide to the Company and Deutsche Bank AG (the “**Sponsor**”) our opinion on the reasonableness of a) the proposed transfer price of a portfolio of investments in 15 SpaceTech focused assets (together, the “**Initial Portfolio**”); and b) the proposed transfer price methodology for a portfolio of investments in four additional SpaceTech focused assets (together, the “**Retained Assets**”), as intended under the **Transaction**. The details of the Initial Portfolio and the Retained Assets are comprehensively described on pages 44 to 53 of the Registration Document dated 22 June 2021, which together with the Securities Note and Summary, also dated 22 June 2021, comprise the prospectus issued by the Company (the “**Prospectus**”).

Our opinion on proposed transfer price covers investments in the following 15 assets, comprising the Initial Portfolio:

- Nightingale Intelligent Systems, Inc.
- Altitude Angel Ltd
- Transrobotics, Inc.
- Bamboo Systems Group Limited
- LeoLabs, Inc.
- PlanetWatchers Ltd
- AST SpaceMobile Inc
- Edgybees Ltd
- Isotropic Systems Limited
- QuadSAT ApS
- Xona Space Systems Inc
- Nu Quantum Ltd
- Opteran Technologies Limited
- Global Satellite Vu Ltd
- Commodities AI Ltd

Our opinion on proposed transfer price methodology covers investments in the following four assets, comprising the Retained Assets:

- Spire Global, Inc.
- Iceye Oy
- D-Orbit S.p.A
- Arqit Limited

Our opinion on the reasonableness of the transfer price for the Initial Portfolio and the transfer price methodology for the Retained Assets has been provided to the Company and the Sponsor in connection with the Transaction. In providing our opinion, we are not making any recommendations to any person regarding the Prospectus in whole or in part and are not expressing an opinion on the fairness of the terms of the Transaction, other than in respect of the proposed transfer price for the Initial Portfolio and the proposed transfer price methodology for the Retained Assets, or the terms of any investment in the Company. It is the responsibility of the directors of the Company (the “**Directors**”) to agree the transfer price for the Initial Portfolio and the transfer price methodology for the Retained Assets in connection with the Transaction. It is our responsibility to form an opinion as to whether the proposed transfer price for the Initial Portfolio in connection with the Transaction falls within a range which we consider to be fair and reasonable and as to whether we consider the proposed transfer price methodology for the Retained Assets in connection with the Transaction is reasonable.

Basis of opinion

Our opinion assumes a willing buyer and seller, dealing at arm’s length and with equal information.

Our opinion is necessarily based on economic, market and other conditions as in effect on, and the tax, accounting and other information available to us as of, 31 May 2021. It should be understood that subsequent developments may affect our views and that we do not have any obligation to update, revise or reaffirm the views expressed in this letter. Specifically, it is understood that our opinion may change as a consequence of changes to market conditions, the prospects of the space sector in general or for the Initial Portfolio investments or for the Retained Assets investments in particular.

In providing this opinion, we have relied upon the commercial assessment of the Directors and the Advisers (as defined below), in relation to a number of issues, including the markets in which the Initial Portfolio investments and the Retained Assets investments operate. In forming our opinion, we have also relied upon the information and underlying assumptions which were provided by the Company, Seraphim Space (Manager) LLP and Seraphim Space Camp Accelerator Ltd (together, the “**Advisers**”) and for which the Directors are wholly responsible. We have not undertaken any form of investigation, verification, audit or other work in relation to the information, forecasts and assumptions provided to us.

In forming our opinion, we have had regard to the recommendations set out by the International Private Equity and Venture Capital Guidelines.

We have made the following key assumptions in forming our opinion:

- the models for the Initial Portfolio investments and for the Retained Assets investments provided by the Company and the Advisers accurately reflect the terms of all agreements relating to the Initial Portfolio investments and the Retained Assets investments;
- there has been no material change in the assets, liabilities, financial condition, results of operations, business, or prospects of the Initial Portfolio investments since the date of the most recent investment where such investment has been used as the transfer price;
- where price of the most recent investment is used as the transfer price for a Retained Asset, there will be no material change in the assets, liabilities, financial condition, results of operations, business, or prospects of said Retained Asset since the date of the most recent investment; and
- Securities trading on a recognised stock exchange are valued based on the last price quote on such exchange.

Opinion

While there is clearly a range of possible values for the Initial Portfolio and no single figure can be described as a “correct” valuation, BDO LLP advises the Company and the Sponsor that, based on market conditions on 31 May 2021, and on the assumptions stated above, in our opinion the proposed transfer price of the Initial Portfolio falls within a valuation range which we consider to be fair and reasonable. Furthermore, BDO LLP advises the Company and the Sponsor that, based on market conditions on 31 May 2021, and on the assumptions stated above, in our opinion we consider the proposed transfer price methodology for the Retained Assets is reasonable.

Declaration

For the purposes of Prospectus Regulation Rule 5.3.2R(2)(f) we are responsible for this letter as part of the Prospectus and declare that, to the best of our knowledge, the information contained in this letter is in accordance with the facts and makes 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 version of the Commission Delegated Regulation (EU) 2019/980 supplementing Regulation (EU) 2017/1129 of the European Parliament and of the Council (the “**UK Prospectus Delegated Regulation**”).

Responsibility

Save for any responsibility arising under Prospectus Regulation Rule 5.3.2R(2)(f) to any person as to the extent there provided, to the fullest extent permitted by the law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in connection with this valuation opinion letter or our statement, required by and given solely for the purposes of complying with item 1.3 of Annex 1 to the UK Prospectus Delegated Regulation, consenting to its inclusion in the Prospectus.

Yours faithfully

BDO LLP

Part 7

Additional information

1 The Company and the AIFM

- 1.1 The Company was incorporated in England and Wales on 14 May 2021 as a public limited company under the Companies Act with registered number 13395698. The Company's Legal Entity Identifier is 2138002THGUZBGZC2V85. The Company is registered as an investment company under section 833 of the Companies Act and has received a certificate under section 761 of the Companies Act entitling it to commence business and to exercise its borrowing powers. Since its incorporation the Company has not commenced operations (other than its entry into of the material contracts referred to in paragraph 8 of this Part 7) and no financial statements have been made up. The Company has an indefinite life. As at the date of this Registration Document, the Company does not have any subsidiaries.
- 1.2 The principal place of business and registered office of the Company is 5th Floor 20 Fenchurch Street, London EC3M 3BY and its telephone number is +44 (0)20 7367 8300. The Company's website address is www.seraphim.vc/investors. Information on the Company's website does not form part of the Prospectus unless that information is incorporated by reference into the Prospectus.
- 1.3 The principal legislation under which the Company operates is the Companies Act. The Company is not regulated as a collective investment scheme by the FCA. However, as a Company with its shares admitted to the premium segment of the Official List of the FCA and to trading on the London Stock Exchange's main market, the Company will be subject to the Listing Rules, the UK Prospectus Regulation, the Prospectus Regulation Rules, the UK Market Abuse Regulation, the Disclosure Guidance and Transparency Rules and to the rules of the London Stock Exchange.
- 1.4 The AIFM, Seraphim Space (Manager) LLP, is a limited liability partnership incorporated in England and Wales on 23 November 2015 under the Limited Liability Partnerships Act 2000 (as amended) with registered number OC403037. The AIFM is authorised and subject to regulation by the FCA as a small authorised UK AIFM (firm registration number 772782). The AIFM intends to apply to the FCA to become authorised as a full-scope UK AIFM. The address of the registered office of the AIFM is 167 City Road, London EC1V 1AW and its telephone number is +44 (0)203 674 2805.

2 Share capital

- 2.1 On incorporation, the issued share capital of the Company was £0.01 represented by one Ordinary Share, held by an individual (such individual being an employee at the Company's legal advisers) as the subscriber to the Company's memorandum of association. Such one Ordinary Share was subsequently transferred on 10 June 2021 to the AIFM.
- 2.2 Set out below is the issued share capital of the Company as at the date of this Registration Document:

	Aggregate Nominal Value	Number
Redeemable Preference Shares	£50,000	50,000
Ordinary Shares	£0.01	1

The Ordinary Share is fully paid up. To enable the Company to obtain a certificate of entitlement to conduct business and to borrow under Section 761 of the Companies Act, on 10 June 2021, 50,000 Redeemable Preference Shares were allotted to the AIFM. The Redeemable Preference Shares are paid up as to one quarter of their nominal value and will be redeemed immediately following Initial Admission out of the proceeds of the Initial Issue.

- 2.3 Set out below is the issued share capital of the Company as it will be following the Initial Issue (assuming that 180 million Ordinary Shares are issued pursuant to the Initial Issue):

	Aggregate nominal value (£)	Number
Ordinary Shares	1,800,000	1,800,000

All Ordinary Shares will be fully paid.

3 The Articles

A summary of the main provisions of the Articles is set out below:

3.1 *Objects*

The Articles do not provide for any objects of the Company and accordingly the Company's objects are unrestricted.

3.2 *Variation of rights*

Subject to the provisions of the Companies Act as amended and every other statute for the time being in force concerning companies and affecting the Company (the "**Statutes**"), if at any time the share capital of the Company is divided into different classes of shares, the rights attached to any class may be varied either with the consent in writing of the holders of three-quarters in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class (but not otherwise) and may be so varied either whilst the Company is a going concern or during or in contemplation of a winding-up. At every such separate general meeting the necessary quorum shall be at least two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question (but at any adjourned meeting any holder of shares of the class present in person or by proxy shall be a quorum), any holder of shares of the class present in person or by proxy may demand a poll and every such holder shall on a poll have one vote for every share of the class held by that person. Where the rights of some only of the shares of any class are to be varied, the foregoing provisions apply as if each group of shares of the class differently treated formed a separate class whose rights are to be varied.

3.3 *Alteration of share capital*

The Company may by ordinary resolution:

- (a) consolidate and divide all or any of its share capital into shares of larger nominal value than its existing shares;
- (b) sub-divide its shares, or any of them, into shares of smaller nominal value than its existing shares; and
- (c) determine that, as between the shares resulting from such a sub-division, one or more shares may, as compared with the others, have any such preferred, deferred or other rights or be subject to any such restrictions as the Company has power to attach to unissued or new shares.

Subject to the provisions of the Companies Act, the Uncertificated Securities Regulations and every other statute, enactment or regulations for the time being in force concerning companies and affecting the Company relating to authority, pre-emption rights and otherwise, and of any resolution of the Company in general meeting passed pursuant thereto, all existing shares of the Company shall be at the disposal of the Directors and they may allot (with or without conferring a right of renunciation), grant options over, offer or otherwise deal with or dispose of such shares to such persons, at such times and generally on such terms and conditions as the Directors think proper.

3.4 **Issue of shares**

Subject to the provisions of the Companies Act and without prejudice to any rights attaching to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine (or if the Company has not so determined, as the Directors may determine).

3.5 **Dividends**

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

Subject to the rights of persons (if any) entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. If any share is issued on terms that it ranks for dividends as from a particular date, it shall rank for dividends accordingly. In any other case, dividends shall be apportioned and paid proportionately to the amount paid up on the shares during any portion(s) of the period in respect of which the dividend is paid.

3.6 **Voting rights**

Subject to any rights or restrictions attached to any shares, on a show of hands every shareholder present in person has one vote and every proxy present who has been duly appointed by a shareholder entitled to vote has one vote, and on a poll every shareholder (whether present in person or by proxy) has one vote for every share held by that shareholder. A shareholder entitled to more than one vote need not, if the shareholder votes, use all that shareholder's votes or cast all the votes used the same way. In the case of joint holders, the vote of the senior who tenders a vote shall be accepted to the exclusion of the vote of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the Register.

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

Where a shareholder vote is required to be taken in accordance with the Listing Rules, that vote must be decided by a resolution of the holders of the shares that have been admitted to the premium listing. Where the provisions of the Listing Rules require that any resolution must, in addition, be approved by the independent shareholders (as defined in the Listing Rules), only independent shareholders who hold shares that have a premium listing shall be entitled to vote on the relevant resolution.

3.7 **Transfer of shares**

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

In their absolute discretion, the Directors may refuse to register the transfer of a share in certificated form which is not fully paid provided that if the share is admitted to trading on a market of the London Stock Exchange, such refusal does not prevent dealings in the shares from taking place on an open and proper basis. The Directors may also refuse to register a transfer of a share in certificated form unless the instrument of transfer:

- is lodged, duly stamped, at the registered office of the Company or such other place as the Directors may appoint and is accompanied by the certificate for the share to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
- is in respect of only one class of share; and
- is not in favour of more than four transferees.

The Directors may refuse to register a transfer of a share in uncertificated form in any case where the Company is entitled to refuse to register the transfer under the CREST Regulations provided that such refusal does not prevent dealings in the shares from taking place on an open and proper basis.

If the Directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the Company or, in the case of an uncertificated share, the date on which the appropriate instruction was received by or on behalf of the Company in accordance with the CREST Regulations send to the transferee notice of refusal.

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

If at any time the holding or beneficial ownership of any shares in the Company by any person (whether on its own or taken with other shares), in the opinion of the Directors: (i) would cause the assets of the Company to be treated as “plan assets” of any Benefit Plan Investor; (ii) would or might result in the Company and/or its shares and/or any of its appointed portfolio managers or investment advisers being required to be registered or qualified under the US Investment Company Act and/or the US Investment Advisers Act of 1940 and/or the US Securities Act and/or the US Exchange Act of 1934 and/or any similar legislation (in any jurisdiction) that regulates the offering and sale of securities; (iii) may cause the Company not to be considered a “Foreign Private Issuer” under the US Exchange Act of 1934; (iv) may cause the Company to be a “controlled foreign corporation” for the purpose of the US Tax Code; or (v) 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), then the Directors may declare the Shareholder in question a “**Non-Qualified Holder**” and the Directors may require that any shares held by such Shareholder (“**Prohibited Shares**”) (unless the Shareholder concerned satisfies the Directors that that Shareholder is not a Non-Qualified Holder) be transferred to another person who is not a Non-Qualified Holder, failing which the Company may itself dispose of such Prohibited Shares at the best price reasonably obtainable and pay the net proceeds to the former holder.

3.8 ***Distribution of assets on a winding-up***

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

3.9 ***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 that shareholder under section 793 of the Companies Act by the Company in relation to that shareholder's interest in shares (the “default shares”) within 28 days of the notice (or, where the default shares represent at least 0.25 per cent. of their class, 14 days of the notice), sanctions shall apply unless the Directors determine otherwise. The sanctions available are the suspension of

the right to attend or vote (whether in person or by representative or proxy) at any general meeting or any separate meeting of the holders of any class or on any poll and, where the default shares represent at least 0.25 per cent. of their class (excluding treasury shares), the withholding of any dividend payable in respect of those shares and the restriction of the transfer of those shares (subject to certain exceptions).

3.10 *Untraced shareholders*

Subject to various notice requirements, the Company may sell any of a shareholder's shares if, during a period of 12 years, at least three dividends (either interim or final) on such shares have become payable and no cheque for amounts payable in respect of such shares has been presented and no warrant or other method of payment has been effected and no communication has been received by the Company from the shareholder or person concerned.

3.11 *Appointment of Directors*

Unless the Company determines otherwise by ordinary resolution, the number of Directors (other than alternate Directors) shall not be subject to any maximum but shall not be less than two.

Subject to the Articles, the Company may by ordinary resolution appoint a person who is willing to act as, and is permitted by law to do so, to be a Director either to fill a vacancy or as an additional Director. The Directors may appoint a person who is willing to act, and is permitted by law to do so, to be a Director, either to fill a vacancy or as an additional Director. A person appointed as a Director by the other Directors is required to retire at the Company's next annual general meeting and shall then be eligible for reappointment. All Directors are subject to annual re-election.

3.12 *Powers of Directors*

The business of the Company shall be managed by the Directors who, subject to the provisions of the Articles and to any directions given by special resolution to take, or refrain from taking, specified action, may exercise all the powers of the Company.

Any Director may appoint any other Director, or any other person approved by resolution of the Directors and willing to act and permitted by law to do so, to be an alternate Director.

3.13 *Voting at board meetings*

No business shall be transacted at any meeting of the Directors unless a quorum is present and the quorum may be fixed by the Directors; unless so fixed at any other number the quorum shall be two. A Director shall not be counted in the quorum present in relation to a matter or resolution on which that Director is not entitled to vote but shall be counted in the quorum present in relation to all other matters or resolutions considered or voted on at the meeting. An alternate Director, who is not a Director, shall, if the alternate's appointor is not present, be counted in the quorum.

Questions arising at a meeting of the Directors shall be decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall have a second or casting vote.

Members of the Board or of any committee thereof may participate in a meeting of the Board or of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other, by a series of telephone calls from the chairman of the meeting or by exchange of communications in electronic form addressed to the chairman of the meeting.

3.14 *Restrictions on voting*

Subject to any other provision of the Articles, a Director shall not vote at a meeting of the Directors on any resolution concerning a matter in which that Director has, directly or indirectly, a material interest (other than an interest in shares, debentures or other securities of, or otherwise in or through, the Company) unless the Director's interest arises only because the case falls within certain limited categories specified in the Articles.

3.15 ***Directors' interests***

Subject to the provisions of the Companies Act and provided that the Director has disclosed to the other Directors the nature and extent of any material interest of his, a Director, notwithstanding the Director's office, may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested and may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is interested.

3.16 ***Indemnity***

Subject to the provisions of the Companies Act, the Company may indemnify any person who is a Director, secretary or other officer (other than an auditor) of the Company, against (a) any liability whether in connection with any negligence, default, breach of duty or breach of trust by that person in relation to the Company or any associated company or (b) any other liability incurred by or attaching to that person in the actual or purported execution and/or discharge of that person's duties and/or the exercise or purported exercise of that person's powers and/or otherwise in relation to or in connection with that person's duties, powers or office; and purchase and maintain insurance for any person who is a Director, secretary or other officer (other than an auditor) of the Company in relation to anything done or omitted to be done or alleged to have been done or omitted to be done as Director, secretary or officer.

3.17 ***General meetings***

In the case of the annual general meeting, twenty-one clear days' notice at the least shall be given to all the members and to the auditors. All other general meetings shall also be convened by not less than twenty-one clear days' notice to all those members and to the auditors unless the Company offers members an electronic voting facility and a special resolution reducing the period of notice to not less than fourteen clear days has been passed in which case a general meeting may be convened by not less than fourteen clear days' notice in writing.

No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a shareholder or a proxy for a shareholder or a duly authorised representative of a corporation which is a shareholder (including for this purpose two persons who are proxies or corporate representatives of the same shareholder), shall be a quorum.

A shareholder is entitled to appoint another person as that shareholder's proxy to exercise all or any of that shareholder's rights to attend and to speak and vote at a meeting of the Company. A shareholder may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that shareholder. Subject to the provisions of the Companies Act, any corporation (other than the Company itself) which is a shareholder may, by resolution of its directors or other governing body, authorise such person(s) to act as its representative(s) at any meeting of the Company, or at any separate meeting of the holders of any class of shares.

Delivery of an appointment of proxy shall not preclude a shareholder from attending and voting at the meeting or at any adjournment of it.

Directors may attend and speak at general meetings and at any separate meeting of the holders of any class of shares, whether or not they are shareholders.

A poll on a resolution may be demanded at a general meeting either before a vote on a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared. A poll may be demanded by the chairman or by: (a) not less than five members having the right to vote at the meeting; or (b) a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or (c) a member or members holding shares conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

The Directors may resolve to enable persons entitled to attend and participate in a general meeting to do so (wholly or partly) by simultaneous means and participation by means of a device, system, procedure, method or facility providing electronic means of attendance at or participation in (or both attendance at and participation in) a general meeting (an “**Electronic Facility**”) and to determine the means, or all different means, of attendance and participation used in relation to the general meeting. A resolution put to the vote at a general meeting held wholly or partly by means of an Electronic Facility (or facilities) shall be decided on a poll, which poll votes may be cast by such electronic means as the Directors, in their sole discretion, deem appropriate for the purposes of the meeting.

Nothing in the Articles will prevent the Company from holding physical general meetings.

3.18 **C Shares and Deferred Shares**

The rights and restrictions attaching to the C Shares and the Deferred Shares arising on their conversion are summarised below.

(1) The following definitions apply for the purposes of this paragraph 3.18 only:

Calculation Date means the earliest of the:

- (i) close of business on the date to be determined by the Directors occurring not more than 10 Business Days after the day on which the AIFM shall have given notice to the Directors that at least 80 per cent. of the Net Proceeds (or such other percentage as may be agreed between the Directors and the AIFM) shall have been invested; or
- (ii) close of business on the date falling 12 calendar months after the allotment of the relevant class of C Shares or if such a date is not a Business Day the next following Business Day; or
- (iii) close of business on the day on which the Directors resolve that Force Majeure Circumstances have arisen or are imminent;

Conversion means conversion of a class of C Shares into Ordinary Shares and Deferred Shares in accordance with paragraph 3.18(7) below;

Conversion Date means the close of business on such Business Day as may be selected by the Directors falling not more than 20 Business Days after the Calculation Date;

Conversion Ratio is the ratio of the net asset value per C Share of the relevant class to the net asset value per Ordinary Share, which is calculated as:

$$\text{Conversion Ratio} = \frac{A}{B}$$

$$A = \frac{C - D}{E}$$

$$B = \frac{F - C - I - G + D + J}{H}$$

Where:

C is the aggregate of:

- (a) the value of the investments of the Company attributable to the C Shares of the relevant class, calculated by reference to the Directors’ belief as to an appropriate current value for those investments on the Calculation Date in accordance with the valuation policy adopted by the Company from time to time; and
- (b) the amount which, in the Directors’ opinion, fairly reflects, on the Calculation Date, the value of the current assets of the Company attributable to the relevant class of C Shares (excluding the investments valued under (a) above but including cash and

deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature), calculated in accordance with the valuation policy adopted by the Company from time to time;

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

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

F is the aggregate of:

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

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

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

I is the aggregate of:

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

J is the amount (to the extent not otherwise deducted from the assets attributable to the Other Class(es) of C Shares) which, in the Directors' opinion, fairly reflects the amount of the liabilities of the Company attributable to the Other Class(es) of C Shares on the Calculation Date (including the amounts of any declared but unpaid dividends in respect of such C Shares),

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

Deferred Shares means deferred shares of £0.01 each in the capital of the Company arising on Conversion;

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

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

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

References to Ordinary Shareholders, C Shareholders, Redeemable Preference Shareholders and Deferred Shareholders should be construed as references to holders for the time being of Ordinary Shares, C Shares, Redeemable Preference Shares and Deferred Shares respectively.

- (2) The holders of the Ordinary Shares, the Redeemable Preference Shares, the C Shares and the Deferred Shares shall, subject to the provisions of the Articles, have the following rights to be paid dividends:
- (a) the Deferred Shares (to the extent that any are in issue and extant) shall entitle the holders thereof to a cumulative annual dividend at a fixed rate of one per cent. of the nominal amount thereof, the first such dividend (adjusted *pro rata temporis*) (the “**Deferred Dividend**”) being payable on the date six months after the Conversion Date on which such Deferred Shares were created in accordance with paragraph 3.18(7) (the “**Relevant Conversion Date**”) and thereafter on each anniversary of such date payable to the holders thereof on the register of members on that date as holders of Deferred Shares but shall confer no other right on the holders thereof to share in the profits of the Company. The Deferred Dividend shall not accrue or become payable in any way until the date six months after the Relevant Conversion Date and shall then only be payable to those holders of Deferred Shares registered in the register of members of the Company as holders of Deferred Shares on that date. It should be noted that given the proposed repurchase of the Deferred Shares as described below, it is not expected that any dividends will accrue or be paid on such shares;
 - (b) the C Shareholders of each class shall be entitled to receive in that capacity such dividends as the Directors may resolve to pay out of net assets attributable to the relevant class of C Shares and from income received and accrued which is attributable as determined by the Directors to the relevant class of C Shares;
 - (c) a holder of Redeemable Preference Shares shall be entitled (in priority to any payment of dividend on any other class of share) to a fixed cumulative preferential dividend of 0.01 per cent. per annum on the nominal amount of the Redeemable Preference Shares held by that person, such dividend to accrue annually and to be payable in respect of each accounting reference period of the Company within 21 days of the end of such period;
 - (d) the Ordinary Shares shall confer the right to dividends declared in accordance with the Articles;
 - (e) the Ordinary Shares into which C Shares shall convert shall rank *pari passu* with the Existing Ordinary Shares for dividends and other distributions made or declared by reference to a record date falling after the Calculation Date; and
 - (f) no dividend or other distribution shall be made or paid by the Company on any of its shares (other than any Deferred Shares for the time being in issue) between the Calculation Date and the Conversion Date relating to such C Shares (both dates inclusive) and no such dividend shall be declared with a record date falling between the Calculation Date and the Conversion Date (both dates inclusive).

- (3) The holders of the Ordinary Shares, the Redeemable Preference Shares, the C Shares and the Deferred Shares shall, subject to the provisions of the Articles, have the following rights as to capital:
- (a) the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase by the Company of any of its shares) at a time when any C Shares are for the time being in issue and prior to the Conversion Date relating to such C Shares be applied (after having deducted therefrom an amount equivalent to (C-D) in respect of each class of C Shares in issue using the methods of calculation of C and D given in the definition of Conversion Ratio above save that the "Calculation Date" shall be such date as the liquidator may determine, which amount attributable to each class shall be applied amongst the C Shareholders of such class *pro rata* according to the nominal capital paid up on their holdings of C Shares) first, amongst the Redeemable Preference Shareholders *pro rata* according to the nominal capital paid up on their holdings of Redeemable Preference Shares and, second, amongst the existing Ordinary Shareholders *pro rata* according to the nominal capital paid up on their holdings of Existing Ordinary Shares, provided however that the holders of the Redeemable Preference Shares shall only receive an amount up to the capital paid up on such Redeemable Preference Shares and the Redeemable Preference Shares shall not confer the right to participate in any surplus remaining following payment of such amount; and
 - (b) the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase by the Company of any of its shares) at a time when no C Shares are for the time being in issue be applied as follows:
 - (i) first, if there are Deferred Shares in issue, in paying to the deferred shareholders £0.01 in aggregate in respect of every 1,000,000 Deferred Shares (or part thereof) of which they are respectively the holders; and
 - (ii) second, the surplus shall be divided, first, amongst the Redeemable Preference Shareholders *pro rata* according to the nominal capital paid up on their holdings of Redeemable Preference Shares and, second, amongst the Ordinary Shareholders *pro rata* according to the nominal capital paid up on their holdings of Ordinary Shares, provided however that the holders of the Redeemable Preference Shares shall only receive an amount up to the capital paid up on such Redeemable Preference Shares and the Redeemable Preference Shares shall not confer the right to participate in any surplus remaining following payment of such amount.
- (4) As regards voting:
- (a) the C Shares shall carry the right to receive notice of and to attend and vote at any general meeting of the Company. The voting rights of holders of C Shares will be the same as that applying to holders of Existing Ordinary Shares as set out in the Articles as if the C Shares and Existing Ordinary Shares were a single class; and
 - (b) the Deferred Shares and the Redeemable Preference Shares shall not carry any right to receive notice of or attend or vote at any general meeting of the Company.
- (5) The following provisions shall apply to the Deferred Shares:
- (a) C Shares shall be issued on such terms that the Deferred Shares arising upon their Conversion may be repurchased by the Company in accordance with the terms set out herein;
 - (b) immediately upon a Conversion, the Company shall repurchase all of the Deferred Shares which arise as a result of that Conversion for an aggregate consideration of £0.01 for every 1,000,000 Deferred Shares and the notice referred to in paragraph 3.18(8)(b) below shall be deemed to constitute notice to each C Shareholder of the relevant class (and any person or persons having rights to acquire or acquiring C Shares of the relevant class on or after the Calculation Date) that the relevant Deferred Shares shall be repurchased immediately upon the relevant Conversion for an aggregate consideration of £0.01 for every 1,000,000

Deferred Shares. On repurchase, each such Deferred Share shall be treated as cancelled in accordance with section 706 of the Companies Act without further resolution or consent; and

- (c) the Company shall not be obliged to: (i) issue share certificates to the deferred shareholders in respect of the Deferred Shares; or (ii) account to any deferred shareholder for the repurchase moneys in respect of such Deferred Shares.
- (6) For so long as any C Shares are for the time being in issue, until Conversion of such C Shares and without prejudice to its obligations under applicable laws the Company shall:
 - (a) procure that the Company's records, and bank and custody accounts shall be operated so that the assets attributable to the C Shares can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall, without prejudice to any obligations pursuant to applicable laws, procure that separate cash accounts, broker settlement accounts and investment ledger accounts shall be created and maintained in the books of the Company for the assets attributable to each class of C Shares in issue;
 - (b) allocate to the assets attributable to each class of C Shares in issue such proportion of the income, expenses and liabilities of the Company incurred or accrued between the date on which the Company first receives the Net Proceeds and the Calculation Date relating to each class of C Shares in issue (both dates inclusive) as the Directors consider to be attributable to the relevant C Shares; and
 - (c) give or procure the giving of appropriate instructions to the AIFM to manage the Company's assets so that such undertakings can be complied with by the Company.
- (7) A class of C Shares for the time being in issue shall be sub-divided and converted into new Ordinary Shares and Deferred Shares on the Conversion Date relating to such class of C Shares in accordance with the following provisions of this paragraph 3.18(7):
 - (a) the Directors shall procure that within 10 Business Days of the Calculation Date:
 - (A) the Conversion Ratio as at the Calculation Date and the numbers of new Ordinary Shares and Deferred Shares to which each C Shareholder of the relevant class shall be entitled on Conversion shall be calculated; and
 - (B) the Auditors shall be requested to confirm that such calculations as have been made by the Company have, in their opinion, been performed in accordance with the Articles and are arithmetically accurate whereupon such calculations shall become final and binding on the Company and all holders of the Company's shares and any other securities issued by the Company which are converting into the Company's shares, subject to the proviso immediately after the definition of "J" in paragraph 3.18(1) above;
 - (b) the Directors shall procure that, as soon as practicable following such confirmation and in any event within 10 Business Days of the Calculation Date, a notice is sent to each C Shareholder of the relevant class, as applicable, advising such C Shareholder of the Conversion Date, the Conversion Ratio and the numbers of new Ordinary Shares and Deferred Shares to which such C Shareholders will be entitled on Conversion;
 - (c) on Conversion each C Share of the relevant class in issue as at the Conversion Date shall automatically sub-divide into 10 conversion shares of £0.01 each and such conversion shares of £0.01 each shall automatically convert into such number of new Ordinary Shares and Deferred Shares as shall be necessary to ensure that, upon such Conversion being completed:
 - (i) the aggregate number of new Ordinary Shares into which the same number of conversion shares of £0.01 each are converted equals the number of C Shares of the relevant class in issue on the Calculation Date multiplied by the Conversion Ratio (rounded down to the nearest whole new Ordinary Share); and

- (ii) each conversion share of £0.01 which does not so convert into a new Ordinary Share shall convert into one Deferred Share;
- (d) the new Ordinary Shares and Deferred Shares arising upon Conversion shall be divided amongst the former C Shareholders of the relevant class *pro rata* according to their respective former holdings of C Shares of the relevant class (provided always that the Directors may deal in such manner as they think fit with fractional entitlements to new Ordinary Shares and Deferred Shares arising upon Conversion including, without prejudice to the generality of the foregoing, selling any new Ordinary Shares representing such fractional entitlements and retaining the proceeds for the benefit of the Company);
- (e) forthwith upon Conversion, the share certificates relating to the C Shares of the relevant class shall be cancelled and the Company shall issue to each relevant former C Shareholder of the relevant class new certificates in respect of the new Ordinary Shares which have arisen upon Conversion to which that person is entitled. Share certificates will not be issued in respect of the Deferred Shares; and
- (f) the Directors may make such adjustments to the terms and timing of Conversion as they in their discretion consider are fair and reasonable having regard to the interests of all Shareholders.

3.19 ***Life of the Company***

The Articles contain a provision requiring the Directors to propose an ordinary resolution that the Company continue in existence as an investment company at the annual general meeting of the Company to be held in 2026 and, if passed, every five years thereafter. Upon such resolution not being passed, proposals will be put forward by the Directors within three months after the date of the resolution to the effect that the Company be wound up, liquidated, reconstructed or unitised.

4 **Directors and major Shareholders**

- 4.1 The Directors intend to subscribe for Ordinary Shares pursuant to the Initial Issue in the amounts set out below:

Name	Number of Ordinary Shares	Percentage of issued Ordinary Share capital*
Will Whitehorn	100,000	0.055%
Sue Inglis	50,000	0.027%
Christina McComb	25,000	0.013%

* Assuming the issued share capital of the Company at Initial Admission is 180 million Ordinary Shares.

- 4.2 Over the five years preceding the date of this Registration Document, the Directors hold or have held the following directorships (apart from their directorships of the Company) or memberships of administrative, management or supervisory bodies and/or partnerships:

Name	Current	Previous
Will Whitehorn	UK Space Craneware PLC Good Energy PLC The Royal Air Force AAC Microtec UK LTD (renamed AAC Clyde Space AB) Scottish Event Campus Limited Will Whitehorn Consultancy Limited The Chartered Institute of Logistics and Transport The Royal Aeronautical Society The Marketing Society Scottish Gallery Edinburgh Napier University	Scottish Gallery (Aitken Dott Limited) Stagecoach Group PLC Clyde Space Limited GVC Holdings PLC Purplebricks Group PLC Crowd Reactive Limited Transport Systems Catapult Services Limited Transport Systems Catapult Limited Scottish Business Taskforce
Sue Inglis	Baillie Gifford US Growth Trust plc BMO Managed Portfolio Trust plc Momentum Multi-Asset Value Trust plc The Bankers Investment Trust PLC 12 Cornwall Gardens Limited	Baillie Gifford European Growth Trust plc (formerly The European Investment Trust plc) NextEnergy Solar Fund Limited Cantor Fitzgerald LLP
Christina McComb	Gardens Pensions Trustees Ltd Nesta Big Society Capital Ltd Standard Life Private Equity Trust plc Family Assurance Friendly Society	British Business Bank plc Nexxon Ltd Baronsmead Venture Trust plc

- 4.3 Save as disclosed in paragraph 4.2 above, the Directors in the five years before the date of this Registration Document:
- (a) do not have any convictions in relation to fraudulent offences;
 - (b) have not been associated with any bankruptcies, receiverships or liquidations of any partnership or company, or any company put into administration, through acting in the capacity as a member of the administrative, management or supervisory body or as a partner, founder or senior manager of such partnership or company; and
 - (c) do not have any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies) and have not been disqualified by a court from acting as a member of the administration, management or supervisory bodies of any issuer or from acting in the management or conduct of the affairs of any issuer.
- 4.4 As at the date of this Registration Document, insofar as known to the Company, there are no parties known to have a notifiable interest under English law in the Company's capital or voting rights.
- 4.5 All Shareholders have the same voting rights in respect of shares of the same class in the share capital of the Company.
- 4.6 Pending the allotment of Ordinary Shares pursuant to the Initial Issue, the Company is controlled by the AIFM, as described in paragraph 2.1 of this Part 7 above.
- 4.7 Save as disclosed in paragraph 4.6 above, 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.

- 4.8 The Company and the Directors are not aware of any arrangements, the operation of which may at a subsequent date result in a change in control of the Company.
- 4.9 None of the Directors has any conflict of interest or potential conflicts of interest between any of his or her duties carried out on behalf of the Company and his or her private interests and any other duties.

5 Directors' appointment letters

- 5.1 No Director has a service contract with the Company, nor are any such contracts proposed.
- 5.2 Each Director has entered into a letter of appointment with the Company. The Directors' appointments can be terminated in accordance with the Articles and without compensation. All Directors are subject to annual re-election in accordance with the Articles. There is no notice period specified in the letters of appointment or Articles for the removal of Directors. The Articles provide that the office of Director shall be terminated by, amongst other things: (i) written resignation; (ii) unauthorised absences from board meetings for six consecutive months or more; or (iii) written request of all of the other Directors.
- 5.3 Each of the Directors is entitled to receive a fee from the Company at such rate as may be determined in accordance with the Articles. The current annual fees are £50,000 for each Director.

There are no amounts set aside or accrued by the Company to provide pension, retirement or similar benefits.

- 5.4 The Directors are also entitled to out-of-pocket expenses incurred in the proper performance of their duties.

6 Related party transactions

Save for the entry into of the Directors' appointment letters and the Investment Management Agreement, the Company has not entered into any related party transaction at any time since incorporation.

7 Investment restrictions

The Company will at all times invest and manage its assets with the objective of spreading risk and in accordance with its published investment policy as set out in Part 2 of this Registration Document.

In the event of a breach of the investment policy set out in Part 2 of this Registration Document and the investment restrictions set out therein, the AIFM shall inform the Board upon becoming aware of the same and if the AIFM and/or the Board consider(s) the breach to be material, notification will be made to an RIS.

The Company must not conduct any trading activity which is significant in the context of its group as a whole.

8 Material contracts of the Company

The following contracts (not being contracts entered into in the ordinary course of business) have been entered into by the Company: (a) within the two years immediately preceding the date of this Registration Document; or (b) at any time, and contain provisions under which the Company has an obligation or entitlement which is, or may be, material to the Company as at the date of this Registration Document:

8.1 Share Issuance Agreement

The Share Issuance Agreement dated 22 June 2021 between the Company, the AIFM, the Directors, Deutsche Bank and JPMC whereby each of Deutsche Bank and JPMC has undertaken, as agent for the Company, to use its reasonable endeavours to procure subscribers for Ordinary Shares under the Initial Issue and Subsequent Placings.

The Share Issuance Agreement is subject to, *inter alia*, the Ordinary Shares to be issued pursuant to the Initial Issue being admitted to the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange's main market by 14 July 2021 (or such later date and time as Deutsche Bank, JPMC and the Company agree but not later than 8.00 a.m. on 31 August 2021).

Conditional upon completion of the Initial Issue, Deutsche Bank and JPMC are entitled to be paid an aggregate commission by the Company of 1.5 per cent. of the aggregate value at the Issue Price of the Ordinary Shares issued pursuant to the Issue and each Subsequent Issue provided that: (i) no placing commission shall be payable in respect of Ordinary Shares that are allotted pursuant to a Direct Subscription by limited partners, or a founder partner or its partners, of Seraphim Space Fund utilising proceeds received by them that are attributable to and in accordance with the Sale and Purchase Agreement or any Subsequent Sale and Purchase Agreement; and (ii) the commission payable in respect of any Ordinary Shares allotted pursuant to an intermediaries offer shall be reduced by the amount of the commission paid in respect of those shares to any intermediary and/or intermediaries offer adviser.

Under the Share Issuance Agreement, which may be terminated by Deutsche Bank and/or JPMC in certain circumstances prior to and after Initial Admission, the Company, the AIFM and the Directors have given certain warranties to Deutsche Bank and JPMC. In addition, the Company and the AIFM have given certain indemnities to Deutsche Bank and JPMC. These warranties and indemnities are customary for an agreement of this nature.

Under the Share Issuance Agreement, each of Deutsche Bank and JPMC may at its discretion and out of its own resources at any time rebate to some or all investors, or to other parties, part or all of its fees relating to the Initial Issue and any Subsequent Placing. Deutsche Bank and JPMC are also entitled under the Share Issuance Agreement to retain agents and may pay commission in respect of the Initial Issue and any Subsequent Placing to any or all of those agents out of their own resources.

The Share Issuance Agreement is governed by the laws of England and Wales.

8.2 Receiving Agent Agreement

The Receiving Agent Agreement between the Company and the Receiving Agent dated 22 June 2021, pursuant to which the Receiving Agent has agreed to provide receiving agent duties and services to the Company in respect of the Initial Issue.

Under the terms of the Receiving Agent Agreement, the Receiving Agent is entitled to fees in connection with the Initial Issue including: (a) a set up management fee; (b) processing fees per item processed per application form; and (c) various other fees in relation to certain matters. The Receiving Agent is also entitled to reimbursement of all out-of-pocket expenses reasonably incurred by it in connection with its duties. The Company has given certain market standard indemnities in favour of the Receiving Agent in respect of the Receiving Agent's potential losses in carrying on its responsibilities under the agreement. The Receiving Agent's liability under the Receiving Agent Agreement is subject to a cap.

The Receiving Agent Agreement is governed by the laws of England.

8.3 Investment Management Agreement

The Investment Management Agreement dated 22 June 2021 between the Company and the AIFM, pursuant to which the AIFM is appointed to provide certain services in relation to the Company and its portfolio.

The AIFM is entitled to receive from the Company, in respect of its services provided under the Investment Management Agreement, the fees described in paragraph 6 of Part 5 of this Registration Document.

The Investment Management Agreement may be terminated on 12 months' written notice, such notice to expire on or at any time after the third anniversary of Initial Admission. The Investment Management Agreement may be terminated with immediate effect on the occurrence of certain events, including insolvency or in the event of a material and continuing breach. The Investment Management Agreement may also be terminated if, without the prior written consent of the Company, a "Key Man Event" occurs. A Key Man Event will be deemed

to occur if any one or more of the Managers (a) ceases to be employed full time by the AIFM or any member of the AIFM's group or (b) ceases to be actively involved in respect of the AIFM's obligations under the Investment Management Agreement and, within six months of the relevant departure date or the date on which such active involvement can reasonably be determined to have ceased, they have not been, or the Board has not been satisfied they will be within another three months, replaced by a person or persons whom the Board considers, in its discretion, to be of equal or satisfactory standing.

The Company has given an indemnity in favour of the AIFM in respect of the AIFM's potential losses in carrying on its responsibilities under the Investment Management Agreement, except as shall arise from the fraud, wilful default or negligence of the AIFM or any material breach of the Investment Management Agreement by the AIFM.

The Investment Management Agreement is governed by the laws of England and Wales.

8.4 **Lock-in Deed**

Each of the Managers has entered into a lock-in deed with the Company dated 22 June 2021 (the "**Lock-in Deed**"), in respect of the Ordinary Shares to be acquired by them using the cash distributed to them (in respect of the carried interest entitlement) on the sale of the Retained Assets to the Company (such Ordinary Shares being "**Restricted Shares**"). Pursuant to the terms of this deed, each of the Managers has agreed that, subject to certain exceptions summarised below, he will not sell, grant options over or otherwise dispose of any interest in: (i) the first one-third of his Restricted Shares for a period of 12 months from the date of Initial Admission; (ii) the second one-third of his Restricted Shares for a period of 24 months from the date of Initial Admission; and (iii) the third one-third of his Restricted Shares for a period of 36 months from the date of Initial Admission.

The exceptions are: (i) any disposal of Restricted Shares with the prior written consent of the Company; (ii) any disposal of Restricted Shares pursuant to an acceptance of a general offer to all Shareholders made in accordance with the Takeover Code; (iii) any disposal of Restricted Shares pursuant to a scheme of reconstruction under section 110 of the Insolvency Act 1986 in relation to the Company; (iv) any disposal of Restricted Shares at a time when the Ordinary Shares are no longer admitted to listing on the Official List or trading on the London Stock Exchange; (v) any disposal of Restricted Shares pursuant to an intervening court order; (vi) any disposal of Restricted Shares to or by the personal representatives of a Manager who dies during the lock-in period; (vii) any disposal of Restricted Shares following the passing of a resolution for the winding-up of the Company; (viii) any disposal of Restricted Shares following the termination of the Investment Management Agreement; (ix) any transfer of the legal title in the Restricted Shares to a nominee to hold such shares as nominee on behalf of a Manager; and (x) any pledge or creation of a charge over or creation of an encumbrance over any of the Restricted Shares in favour of a lender as collateral security to raise funds or to take a loan.

The Managers' Lock-in Deed is governed by the laws of England and Wales.

8.5 **Intermediaries Offer Adviser engagement letter**

The Company has entered into an engagement letter with the Intermediaries Offer Adviser, under which the Intermediaries Offer Adviser will manage the Intermediaries Offer and introduce the Intermediaries Offer to certain of its selected intermediaries.

Subject to Initial Admission occurring, under the Intermediaries Offer Adviser engagement letter the Intermediaries Offer Adviser is entitled to receive a commission as well as reasonable out of pocket expenses, payable by the Company.

The Intermediaries Offer Adviser engagement letter is governed by the laws of England and Wales.

8.6 **Administration and Company Secretarial Services Agreement**

The Administration and Company Secretarial Services Agreement dated 22 June 2021 entered into between the Company and the Administrator, pursuant to which the Administrator shall provide administration, accounting and company secretarial services to the Company.

In consideration for these services, the Administrator will be entitled to the fees described in paragraph 6 of Part 5 of this Registration Document.

The Company has given certain market standard indemnities in favour of the Administrator in respect of the Administrator's potential losses in carrying out its responsibilities under the Administration and Company Secretarial Services Agreement.

The Administration and Company Secretarial Services Agreement may be terminated by either party on not less than three months' written notice. The Administration and Company Secretarial Services Agreement may be terminated immediately by either party in certain circumstances, including insolvency or in the event of material and continuing breach.

The Administration and Company Secretarial Services Agreement is governed by the laws of England and Wales.

8.7 Registrar Services Agreement

The Registrar Services Agreement between the Company and the Registrar dated 22 June 2021, pursuant to which the Registrar has been appointed as registrar to the Company.

Under the terms of the Registrar Agreement, the Registrar is entitled to a maintenance fee per Shareholder account, subject to a minimum annual fee. The fee is subject to increase in line with the consumer price index. The Registrar is also entitled to activity fees under the Registrar Agreement.

The Registrar Agreement may be terminated on six months' notice and is also terminable on written notice in the event of, *inter alia*, material breach of the agreement (which has not been remedied within 21 days' written notice of such breach) or insolvency.

The Company has given certain market standard indemnities in favour of the Registrar in respect of the Registrar's potential losses in carrying on its responsibilities under the Registrar Agreement. The Registrar's liability under the Registrar Agreement is subject to a cap.

The Registrar Services Agreement is governed by the laws of England and Wales.

8.8 Depositary Agreement

The Depositary Agreement dated 22 June 2021 entered into between the Depositary, the Company and the AIFM, pursuant to which the safekeeping of the Company's assets is entrusted to the Depositary who is required to provide depositary services to the Company. The Depositary is also responsible for ensuring that the Company's cash flows are properly monitored and for reviewing the AIFM's cash monitoring procedures.

The Depositary may delegate some of its custody functions to a custodian in accordance with applicable law.

In consideration for its services, the Depositary is entitled to receive the fees described in paragraph 6 of Part 5 of this Registration Document.

The Depositary Agreement contains provisions to allow for its termination by the Company at any time with immediate effect if the Depositary is not able to continue to provide its services and if a replacement depositary is appointed.

The Depositary Agreement contains certain customary warranties given by each party to the Depositary Agreement.

The Depositary Agreement is governed by the laws of England and Wales.

8.9 Custody agreement

The custody agreement dated 22 June 2021 entered into between Liberum Wealth Limited (the "**Custodian**"), the Company, the AIFM and the Depositary, pursuant to which the Depositary shall delegate the function of safekeeping certain financial instruments belonging to the Company to the Custodian (the "**Custody Agreement**").

The Custodian may delegate some of its custody functions to a sub-custodian provided that the appointment of any delegate shall be on terms that are equivalent or better to the terms of the Custody Agreement and the Custodian shall exercise due skill and care in appointing and monitoring the sub-custodian.

In consideration for its services, the Custodian is entitled to receive certain fees.

The Custody Agreement contains provisions to allow for its termination by any party on not less than six months' prior written notice to each other party, or immediately in the case of certain specific circumstances, including material breach or insolvency.

The Custody Agreement contains certain customary indemnities by the Company and the AIFM in favour of each of the Depositary and the Custodian.

The Custody Agreement is governed by the laws of Guernsey.

8.10 Sale and Purchase Agreement

The sale and purchase agreement dated 22 June 2021 entered into between the Company, the General Partner (for itself and on behalf of the Seraphim Space Fund) and the AIFM (for itself and on behalf of the Seraphim Space Fund). Pursuant to the Sale and Purchase Agreement, the Company will acquire, conditional on Initial Admission, the Initial Portfolio. The Limited Partners have agreed to subscribe for Ordinary Shares to be issued as part of the Initial Issue and to use the consideration attributable to them pursuant to the sale of the Initial Portfolio to pay for such Ordinary Shares.

The AIFM has agreed to use all reasonable endeavours to procure that each of the Limited Partners executes a subscription letter pursuant to which they will subscribe for the relevant number of Ordinary Shares (if any) in respect of the sale of the Initial Portfolio. The AIFM has also agreed to use all reasonable endeavours to provide evidence to the satisfaction of the Company that the General Partner is authorised by each Limited Partner to execute further subscription letters on behalf of each Limited Partner committing to subscribe for new Ordinary Shares in respect of the sale to the Company of the Retained Assets on or before Admission.

The aggregate purchase price for the Initial Portfolio at the date of the Sale and Purchase Agreement is £26.1 million but this is subject to adjustment prior to Initial Admission to reflect that one of the assets, AST SpaceMobile Inc, which is listed, will be valued at the closing price on the date falling 3 business days prior to Initial Admission.

The Company shall pay for the Initial Portfolio in cash but the Limited Partners have agreed to subscribe all or substantially all (being not less than 95 per cent. of the purchase price) of the cash distributed to them pursuant to the sale for new Ordinary Shares at an issue price of 100 pence per Ordinary Share.

On completion of the Sale and Purchase Agreement, the Company will enter into a form of deed of adherence and assignment with portfolio companies in the Initial Portfolio, the General Partner (for itself and on behalf of the Seraphim Space Fund) and the AIFM pursuant to which the Company will acquire or receive the benefit of certain rights attached to the securities constituting the Initial Portfolio, which rights are currently in the name of the General Partner or the AIFM (in each case for itself and on behalf of the Seraphim Space Fund), including, without limit, any rights to appoint directors.

The Sale and Purchase Agreement is governed by English law.

8.11 Subsequent Sale and Purchase Agreements

The sale and purchase agreements dated 22 June 2021 entered into between the Company, the General Partner (for itself and on behalf of the Seraphim Space Fund) and the AIFM (for itself and on behalf of the Seraphim Space Fund). Pursuant to the Subsequent Sale and Purchase Agreements, the Company will acquire, conditional on Initial Admission, each of the Retained Assets.

The Subsequent Sale and Purchase Agreements are on substantially the same terms as each other, whereby the Seraphim Space Fund has agreed to sell to the Company its interests in the Retained Assets at a purchase price dependent on whether the relevant Retained Asset is

the subject of a successful corporate action (being either an acquisition and an attendant listing by a purchaser or a meaningful private fundraising (meaningful being, for these purposes, of a value of £15 million or more)) by a longstop date of 31 December 2021.

In the event that there is no successful corporate action by 20 December 2021 the Company will acquire the relevant interests on or by 31 December 2021 at the fair value thereof as at 31 May 2021.

In the event that there is a successful corporate action by 20 December 2021 the Company will acquire the relevant interests at a price per share: (i) where the corporate action involves a listing following an acquisition equal to the volume weighted average price per share for the interests owned by the Seraphim Space Fund for the five days trading from and including the date of the relevant listing; and (ii) where the corporate action involves a meaningful fundraise, at the price per share implied by the price at which that fundraise was undertaken.

The Seraphim Space Fund has agreed to sell all of its interests in the Retained Assets where there is no successful corporate action prior to 20 December 2021 (except for Arqit where only 50 per cent. shall be sold) but if there is a successful corporate action in respect of Arqit and D-Orbit the Company will acquire the lower of (a) 50 per cent. and 30 per cent. respectively of each of these companies and (b) such amount in value as is equal to 15 per cent. of the prevailing Net Asset Value immediately prior to completion. The agreements for Iceye and Spire contain a cap of 20 per cent. and 15 per cent. respectively of prevailing Net Asset Value as a limit on what the Company shall acquire. All of the agreements provide that the Company shall not acquire any assets where to do so would breach its investment policy and/or restrictions.

Each of the Subsequent Sale and Purchase Agreements provides that if the relevant cap referred to above is reached on the initial transfer of the Retained Asset, the surplus shall nevertheless be transferred to the Company on the same terms where completion of such subsequent transfer would not cause the relevant cap to be breached. The acquisition of any such surplus amounts must occur not later than the date of which the Company publishes its Net Asset Value as at 31 December 2021.

The Company and the Seraphim Space Fund have agreed that completion of the acquisition of each Retained Asset shall not take place within 5 days of each other so as to demonstrate the fact that the Company will always have sufficient cash to purchase each Retained Asset.

The Company shall pay for each of the Retained Assets in cash but the Limited Partners and the Founder Partner or its partners (in respect of the carried interest entitlement) have agreed to subscribe all or substantially all (being not less than 94.5 per cent. of the purchase price) of the cash distributed to them pursuant to the sale for new Ordinary Shares at an issue price of 100 pence per Ordinary Share.

The Subsequent Sale and Purchase Agreements are governed by English law.

9 Litigation

There are no governmental, legal or arbitration proceedings, and the Company is not aware of any governmental, legal or arbitration proceedings pending or threatened, during the 12 months preceding the date of this Registration Document which may have, or have had in the recent past, a significant effect on the financial position or profitability of the Company.

10 Significant change

As at the date of the Prospectus, save for the Company's entry into the Sale and Purchase Agreement and Subsequent Sale and Purchase Agreements pursuant to which the Company will, conditional on Initial Admission, acquire the Initial Portfolio and the Retained Assets, there has been no significant change in the financial position of the Company since its incorporation.

11 General

- 11.1 Seraphim Space (Manager) LLP accepts responsibility for and has authorised the inclusion (in the form and context in which it is included) of the information contained in Parts 1, 3 and 4, paragraphs 2 and 7 in Part 5 and paragraph 1.4 in Part 7 of this Registration Document, and declares that, to the best of its knowledge, the information contained in Parts 1, 3 and 4,

paragraphs 2 and 7 in Part 5 and paragraph 1.4 in Part 7 of this Registration Document is in accordance with the facts and those parts of this Registration Document make no omission likely to affect their import.

Seraphim Space (Manager) LLP has given and not withdrawn its written consent to the issue of this Registration Document with references to its name in the form and context in which such references appear.

- 11.2 BDO LLP of 55 Baker Street, London W1U 7EU has given and not withdrawn its written consent to the inclusion in this Registration Document of its report in Part 6 (*BDO LLP Valuation Opinion Letter*) of this Registration Document and has authorised the contents of its report in Part 6 (*BDO LLP Valuation Opinion Letter*) of this Registration Document, in the form and context in which it appears. BDO LLP is a member firm of the Institute of Chartered Accountants in England and Wales.

12 Auditors

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

13 Depositary

Ocorian Depositary (UK) Limited, of 5th Floor 20 Fenchurch Street London EC3M 3BY, acts as the Company's depositary. The Depositary is authorised and regulated by the FCA. The Depositary is a private limited company incorporated in England and Wales under the Companies Act with registered number 08575830 and its telephone number is +44 02896 930210. The Depositary was incorporated on 19 June 2013. The Depositary's Legal Entity Identifier is 213800ODAQOWBNRGYX58.

14 Documents on display

Copies of the following documents will be available for inspection at the registered office of the Company and at the offices of Stephenson Harwood LLP, 1 Finsbury Circus, London, EC2M 7SH during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) from the date of this Registration Document until 21 June 2022 and shall be available on the Company's website (www.seraphim.vc/investors):

- (a) this Registration Document;
- (b) the Summary;
- (c) the Securities Note; and
- (d) the Company's memorandum of association and Articles.

Dated: 22 June 2021

Part 8

Definitions

The following definitions apply throughout this Registration Document unless the context requires otherwise:

“Administration and Company Secretarial Services Agreement”	the Administration and Company Secretarial Services Agreement between the Company and the Administrator, a summary of which is set out in paragraph 8.6 of Part 7 of this Registration Document
“Administrator”	Ocorian Administration (UK) Limited
“Admission”	admission of the Ordinary Shares to be issued pursuant to the Initial Issue or a Subsequent Issue: (i) to trading on the premium segment of the London Stock Exchange’s main market becoming effective in accordance with the LSE Admission Standards; and (ii) to the premium list of the Official List becoming effective in accordance with the Listing Rules
“AIC”	the Association of Investment Companies
“AIC Code”	the 2019 AIC Code of Corporate Governance
“AIFM” or “Seraphim”	Seraphim Space (Manager) LLP
“Articles”	the articles of association of the Company
“Audit Committee”	the audit committee of the Board
“Auditors”	BDO LLP
“Companies Act”	the Companies Act 2006 and any statutory modification or re-enactment thereof for the time being in force
“Company”	Seraphim Space Investment Trust plc
“Company Secretary”	Ocorian Administration (UK) Limited
“Depositary”	Ocorian Depositary (UK) Limited
“Depositary Agreement”	the depositary agreement between the Company, the Depositary and the AIFM, a summary of which is set out in paragraph 8.8 of Part 7 of this Registration Document
“Deutsche Bank”	Deutsche Bank AG, London Branch
“Direct Subscription”	a direct subscription by an investor to the Company for Ordinary Shares pursuant to the Initial Issue or the Share Issuance Programme, as applicable, and made pursuant to the Prospectus, including, where the context requires or permits, any direct subscription in connection with the sale of the Initial Portfolio or the Retained Assets
“Directors” or “Board”	the board of directors of the Company
“Disclosure Guidance and Transparency Rules”	the disclosure guidance and transparency rules contained within the FCA Handbook
“EU”	the European Union
“EUWA”	European Union (Withdrawal) Act 2018 (as amended)
“FCA”	the Financial Conduct Authority
“FCA Handbook”	the FCA handbook of rules and guidance as amended from time to time
“Founder Partner”	Seraphim Space (FP) LLP, a limited liability partnership with registration number OC402933

“FSMA”	the Financial Services and Markets Act 2000 (as amended) and any statutory modification or re-enactment thereof for the time being in force
“Future Registration Document”	any registration document required to be issued in the future by the Company and subject to separate approval by the FCA
“Future Securities Note”	a securities note to be issued in the future by the Company in respect of each issue, if any, of Ordinary Shares (other than pursuant to the Initial Issue, a Subsequent Placing or a Direct Subscription) made pursuant to this Registration Document and subject to separate approval by the FCA
“Future Summary”	a summary to be issued in future by the Company in respect of each issue, if any, of Ordinary Shares (other than pursuant to the Initial Issue, a Subsequent Placing or a Direct Subscription) made pursuant to this Registration Document and subject to separate approval by the FCA
“General Partner”	Seraphim Space (General Partner) LLP, the general partner of the Seraphim Space Fund
“Gross Asset Value”	the value of the gross assets of the Company, determined in accordance with the accounting policies adopted by the Company from time to time
“Gross Issue Proceeds”	the gross proceeds of the Initial Issue
“HMRC”	Her Majesty’s Revenue and Customs
“Initial Admission”	Admission of the Ordinary Shares issued pursuant to the Initial Issue
“Initial Issue”	the issue of Ordinary Shares pursuant to the Initial Placing, the Offer for Subscription, Direct Subscriptions and the Intermediaries Offer as described in Part 1 of the Securities Note
“Initial Placing”	the conditional placing of Ordinary Shares by Deutsche Bank and JPMC at the Issue Price pursuant to the Share Issuance Agreement as described in Part 1 of the Securities Note
“Initial Portfolio”	the initial portfolio to be acquired by the Company, pursuant to the Sale and Purchase Agreement, conditional on Initial Admission, details of which are set out in Part 4 of this Registration Document
“Intermediaries”	the entities listed in paragraph 8 of Part 4 of the Securities Note, together with any other intermediary (if any) that is appointed by the Company in connection with the Intermediaries Offer after the date of this Registration Document and “Intermediary” shall mean any one of them
“Intermediaries Offer”	the offer of Ordinary Shares by the Intermediaries to retail investors
“Intermediaries Offer Adviser”	Solid Solutions Associates (UK) Limited
“Investment Advisory Committee”	the AIFM’s Investment Advisory Committee, as described in paragraph 3 of Part 3 of this Registration Document
“Investment Committee”	the AIFM’s Investment Committee, as described in paragraph 3 of Part 3 of this Registration Document
“Investment Management Agreement”	the investment management agreement dated 22 June 2021 between the Company and the AIFM, a summary of which is set out in paragraph 8.3 of Part 7 of this Registration Document
“Issue Price”	100 pence per Ordinary Share
“Joint Bookrunners”	Deutsche Bank and JPMC

“JPMC”	J.P. Morgan Securities plc (which conducts its UK investment banking activities as J.P. Morgan Cazenove)
“Limited Partners”	means the limited partners of the Seraphim Space Fund, including, where the context requires or permits, the Managers
“Listing Rules”	the listing rules made by the FCA pursuant to Part VI of the FSMA
“Lock-in Deed”	the lock-in deed between the Company and the Managers dated 22 June 2021, a summary of which is set out in paragraph 7.2 of Part 4 of the Securities Note and in paragraph 8.4 of Part 7 of this Registration Document
“London Stock Exchange”	London Stock Exchange plc
“LSE Admission Standards”	the admission and disclosure standards published by the London Stock Exchange
“Management Engagement Committee”	the management engagement committee of the Board
“Managers”	means Mark Boggett, James Bruegger and Rob Desborough
“NAV” or “Net Asset Value”	the value, as at any date, of the assets of the Company after deduction of all its liabilities, determined in accordance with the accounting policies adopted by the Company from time to time
“NAV per Ordinary Share” or “Net Asset Value per Ordinary Share”	at any time the NAV attributable to the Ordinary Shares divided by the number of Ordinary Shares in issue (other than Ordinary Shares held in treasury) at the date of calculation
“Net Issue Proceeds”	the Gross Issue Proceeds less applicable fees and expenses of the Initial Issue
“Offer for Subscription”	the offer for subscription of Ordinary Shares at the Issue Price on the terms set out in Part 7 of the Securities Note
“Official List”	the Official List of the FCA
“Ordinary Shares”	ordinary shares of £0.01 each in the capital of the Company
“Prospectus”	this Registration Document, together with the Summary and Securities Note and any Future Registration Document, Future Summary or Future Securities Note
“Prospectus Regulation Rules”	the rules and regulations made by the FCA under Part VI of FSMA
“Receiving Agent”	Computershare Investor Services PLC
“Receiving Agent Agreement”	the receiving agent agreement between the Company and the Receiving Agent dated 22 June 2021, a summary of which is set out in paragraph 8.2 of Part 7 of this Registration Document
“Registrar”	Computershare Investor Services PLC
“Registrar Services Agreement”	the registrar services agreement between the Company and the Registrar, a summary of which is set out in paragraph 8.7 of Part 7 of this Registration Document
“Registration Document” or “this Registration Document”	this registration document dated 22 June 2021 issued by the Company and approved by the FCA
“Regulation S”	Regulation S promulgated under the US Securities Act
“Remuneration and Nomination Committee”	the remuneration and nomination committee of the Board

“Restricted Shares”	Ordinary Shares which are subject to a lock-in period, as defined and described in paragraphs 7.2 and 7.3 of Part 4 of the Securities Note
“Retained Assets”	the assets to be transferred to the Company from the Seraphim Space Fund following Initial Admission, as described in Part 4 of this Registration Document
“RIS” or “Regulatory Information Service”	a regulatory information service authorised by the FCA to release regulatory announcements to the London Stock Exchange
“Sale and Purchase Agreement”	the agreement dated 22 June 2021 between the Company, the AIFM and the General Partner, pursuant to which the Company will, conditional on Initial Admission, acquire the Initial Portfolio, a summary of which is set out in paragraph 8.10 of Part 7 of this Registration Document
“Securities Note”	the securities note dated 22 June 2021 issued by the Company in respect of the Ordinary Shares made available pursuant to this Registration Document and approved by the FCA
“Seraphim Space Camp” or “Space Camp”	Seraphim Space Camp Accelerator Ltd, which operates an investment readiness programme for early stage Space Tech businesses
“Seraphim Space Fund”	Seraphim Space LP, an English limited partnership registered under the Limited Partnerships Act 1907 at Companies House with registered number LP017106
“Share Issuance Agreement”	the Share Issuance Agreement dated 22 June 2021 between the Company, the AIFM, the Directors, Deutsche Bank and JPMC, a summary of which is set out in paragraph 8.1 of Part 7 of this Registration Document
“Share Issuance Programme”	the proposed programme of Subsequent Issues of Ordinary Shares on the terms set out in the Securities Note (and any Future Securities Note)
“Shareholder”	a holder of Ordinary Shares
“Space Tech”	means, in the context of a business, an organisation which relies on space-based connectivity or precision, navigation and timing signals or whose technology or services are already addressing, originally derived from, or of potential benefit to the space sector
“Subsequent Issue”	any Subsequent Placing, open offer, offer for subscription, Direct Subscription and/or intermediaries offer of Ordinary Shares pursuant to the Share Issuance Programme
“Subsequent Placing”	any placing of Ordinary Shares pursuant to the Share Issuance Programme described in the Securities Note
“Subsequent Sale and Purchase Agreements”	the four, individual sale and purchase agreements dated 22 June 2021 between the Company, the AIFM and the General Partner, pursuant to which the Company will acquire each Retained Asset, a summary of which is set out in paragraph 8.11 of Part 7 of this Registration Document
“Summary”	the summary dated 22 June 2021 issued by the Company pursuant to this Registration Document and approved by the FCA
“UK Corporate Governance Code”	the UK Corporate Governance Code as published by the Financial Reporting Council from time to time
“UK Market Abuse Regulation”	Regulation (EU) No. 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse as it forms part of the domestic law of the United Kingdom by virtue of the EUWA

“UK PRIIPs Regulation”	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, together with its implementing and delegated acts, as they form part of the domestic law of the United Kingdom by virtue of the EUWA
“UK Prospectus Regulation”	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, as it forms part of the domestic law of the United Kingdom by virtue of the EUWA
“United Kingdom” or “UK”	the United Kingdom of Great Britain and Northern Ireland
“United States” or “US”	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia
“US Securities Act”	US Securities Act of 1933, as amended
“Valuation Opinion Letter”	the BDO LLP valuation opinion letter set out in Part 6 of this Registration Document
“VAT”	value added tax
“VC”	venture capital

THIS SECURITIES NOTE, THE REGISTRATION DOCUMENT AND THE SUMMARY ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION. If you are in any doubt as to what action you should take you are recommended to seek your own financial advice immediately from an independent financial adviser who specialises in advising on shares or 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 Securities Note, the Registration Document and the Summary together comprise a prospectus (the "**Prospectus**") relating to Seraphim Space Investment Trust plc (the "**Company**") prepared in accordance with the Prospectus Regulation Rules of the Financial Conduct Authority ("**FCA**") made pursuant to section 73A of FSMA.

This Securities Note has been approved by the FCA under the UK Prospectus Regulation. The FCA only approves this Securities Note 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 quality of the securities that are the subject of this Securities Note. Investors should make their own assessment as to the suitability of investing in the Ordinary Shares.

Applications will be made to the Financial Conduct Authority and the London Stock Exchange for all of the Ordinary Shares of the Company to be issued pursuant to the Initial Issue and the Share Issuance Programme to be admitted to the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange's main market. It is expected that Initial Admission will become effective and that dealings for normal settlement in such Ordinary Shares will commence on 14 July 2021. It is expected that any Subsequent Admissions pursuant to the Share Issuance Programme will become effective and that dealings for normal settlement in such Ordinary Shares will commence between 14 July 2021 and 21 June 2022. All dealings in Ordinary Shares will be at the sole risk of the parties concerned. The Ordinary Shares will not be dealt in on any other recognised investment exchange and no other such applications have been made or are currently expected.

Seraphim Space Investment Trust plc

(Incorporated in England and Wales with company number 13395698 and registered as an investment company under section 833 of the Companies Act 2006)

SECURITIES NOTE

Target issue of up to 180 million Ordinary Shares at 100 pence per Ordinary Share pursuant to an Initial Placing, Offer for Subscription, Direct Subscriptions and an Intermediaries Offer
and

Share Issuance Programme of Ordinary Shares

AIFM

Seraphim Space (Manager) LLP

Sponsor and Joint Bookrunner

Deutsche Bank AG, London Branch

Joint Bookrunner

J.P. Morgan Cazenove

The Company and each of the Directors, whose names appear on page 15 of this Securities Note, accept responsibility for the information contained in this Securities Note and the Summary. To the best of the knowledge of the Company and the Directors, the information contained in this Securities Note and the Summary is in accordance with the facts and the Securities Note and Summary make no omission likely to affect their import.

Prospective investors should read this Securities Note, together with the Registration Document and the Summary and, in particular, the section headed "Risk Factors" in this Securities Note and the section headed "Risk Factors" in the Registration Document.

Each of Deutsche Bank AG, London Branch ("**Deutsche Bank**") and J.P. Morgan Securities plc (which conducts its UK investment banking activities as J.P. Morgan Cazenove) ("**JPMC**") is acting exclusively for the Company and for no-one else in connection with the Initial Issue, the Share Issuance Programme and the other arrangements referred to in the Prospectus and will not regard any other person (whether or not a recipient of this Prospectus) as its client in relation to the Initial Issue, the Share Issuance Programme and the other arrangements referred to in the Prospectus and will not be responsible to anyone other than the Company for providing the protections afforded to its clients, nor for providing advice in connection with the Initial Issue, the Share Issuance Programme, any Admission and the other arrangements referred to in the Prospectus.

JPMC is authorised by the Prudential Regulation Authority ("**PRA**") and regulated in the United Kingdom by the PRA and the FCA.

Deutsche Bank AG is a joint stock corporation incorporated with limited liability in the Federal Republic of Germany, with its head office in Frankfurt am Main where it is registered in the Commercial Register of the District Court under number HRB 30 000. Deutsche Bank AG is authorised under German banking law. The London branch of Deutsche

Bank AG is registered in the register of companies for England and Wales (registration number BR000005) with its registered address and principal place of business at Winchester House, 1 Great Winchester Street, London EC2N 2DB. Deutsche Bank AG is authorised and regulated by the European Central Bank and the German Federal Financial Supervisory Authority (BaFin). With respect to activities undertaken in the UK, Deutsche Bank AG is authorised by the Prudential Regulation Authority with deemed variation of permission. It is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Apart from the responsibilities and liabilities, if any, which may be imposed upon Deutsche Bank or JPMC by the FCA or under FSMA, or the regulatory regime established thereunder or under the regulatory regime of any other jurisdiction where exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, neither Deutsche Bank nor JPMC nor any person affiliated with them, assumes any responsibility whatsoever and makes no representation or warranty, express or implied, as to the contents of the Prospectus, including its accuracy, completeness or verification, or for any other statement made or purported to be made by Deutsche Bank, JPMC, or on their behalf, the Company or any other person in connection with the Company, the Ordinary Shares, the Initial Issue, the Share Issuance Programme or any Admission and nothing contained in the Prospectus is or shall be relied upon as a promise or representation in this respect, whether as to the past or future. Neither Deutsche Bank nor JPMC (together with their respective affiliates) assumes any responsibility for the accuracy, completeness or verification of the Prospectus and accordingly each of them disclaims, to the fullest extent permitted by applicable law, any and all liability whether arising in tort, contract or otherwise which it might otherwise be found to have in respect of the Prospectus or any such statement.

Prospective investors should rely only on the information contained in the Prospectus. No person has been authorised to give any information or make any representations other than those contained in the Prospectus and, if given or made, such information or representations must not be relied upon as having been so authorised by the Company, the AIFM, Deutsche Bank or JPMC or any of their respective affiliates, officers, members, directors, employees or agents. Without prejudice to the Company's obligations under the UK Prospectus Regulation, the Prospectus Regulation Rules, the Listing Rules, the UK Market Abuse Regulation and the Disclosure Guidance and Transparency Rules neither the delivery of the Prospectus nor any subscription for or purchase of Ordinary Shares made pursuant to the Initial Issue or the Share Issuance Programme shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since, or that the information contained herein is correct at any time subsequent to, the date of the Prospectus.

Completed Application Forms and payments under the Offer for Subscription must be received by 11.00 a.m. on 9 July 2021. The procedure for application and payments is set out in Part 7 of this Securities Note.

The Ordinary Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**US Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered or sold into or within the United States, except pursuant to an exemption from the registration requirements of the US Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States. Outside the United States, the Ordinary Shares may be sold pursuant to Regulation S under the US Securities Act ("**Regulation S**"). Neither the US Securities and Exchange Commission nor any US state securities commission has approved or disapproved of these securities or determined if this document is truthful or complete. Any representation to the contrary is a US criminal offence.

The Prospectus does not constitute an offer to sell, or the solicitation of an offer to acquire or subscribe for, Ordinary Shares in any jurisdiction where such offer or solicitation is unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements on the Company, Deutsche Bank or JPMC. The offer and sale of Ordinary Shares has not been and will not be registered under the applicable securities law of Canada, Japan, Australia, the Republic of South Africa or any member state of the EEA. Subject to certain exemptions, the Ordinary Shares may not be offered to or sold within Canada, Japan, Australia, the Republic of South Africa or any member state of the EEA or to any national, resident or citizen of Canada, Japan, Australia, the Republic of South Africa or any member state of the EEA. None of the Company, Deutsche Bank or JPMC, or any of their respective representatives, is making any representation to any offeree or purchaser of the Ordinary Shares regarding the legality of an investment in the Ordinary Shares by such offeree or purchaser under the laws applicable to such offeree or purchaser. Each investor should consult with his or her own advisors as to the legal, tax, business, financial and related aspects of a purchase of the Ordinary Shares.

Copies of this Securities Note, the Registration Document, and the Summary (along with any Future Securities Note, Future Summary and/or Future Registration Document and any supplementary prospectus issued by the Company) will be available on the Company's website at www.seraphim.vc/investors and the National Storage Mechanism of the FCA at <https://data.fca.org.uk/#/nsm/nationalstoragemechanism>.

Dated: 22 June 2021

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Risk Factors

An investment in the Ordinary Shares carries a number of risks including (without limitation) the risk that the entire investment may be lost. In addition to all other information set out in the Prospectus, the following specific factors should be considered (alongside the section headed “Risk Factors” in the Registration Document) when deciding whether to make an investment in the Ordinary Shares.

The risks set out below are those which are considered to be the material risks relating to an investment in the Ordinary Shares but are not the only risks relating to the Ordinary Shares.

An investment in the Ordinary Shares is suitable for institutional investors, professional investors, high net worth investors, professionally advised private investors and retail investors seeking capital growth from exposure to a portfolio of investments in Space Tech businesses. Investors should understand the risks and merits of such an investment and have sufficient resources to be able to bear any losses (which may equal up to the whole amount invested) that may result from such an investment. Furthermore, an investment in the Ordinary Shares should constitute part of a diversified investment portfolio. Additional risks and uncertainties of which the Company is presently unaware or that the Company currently believes are immaterial may also adversely affect its business, financial condition, results of operations or the value of the Ordinary Shares.

As required by the UK Prospectus Regulation, the risk that the Directors consider to be the most material, taking into account the negative impact on the Ordinary Shares and the probability of its occurrence, has been set out first. Given the forward-looking nature of the risks, there can be no guarantee that any such risk is, in fact, the most material or the most likely to occur. Investors should, therefore, review and consider each risk.

Risks relating to the Ordinary Shares

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

The value of an investment in the Company, and the income 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 Ordinary Shares, like shares in all investment companies, may fluctuate independently of their underlying NAV and may trade at a discount or premium at different times, depending on factors such as supply and demand for the Ordinary 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 price of an Ordinary Share may therefore vary considerably from its NAV.

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

The price at which the Ordinary Shares trade and the price at which investors may realise their investment is 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 Ordinary Shares. Consequently, the market price may be subject to greater fluctuation on small volumes of trading of Ordinary Shares and the Ordinary Shares may be difficult to sell at a particular price. The market price of the Ordinary Shares may not reflect their underlying NAV.

Shareholders do not have a right for their Ordinary Shares to be redeemed and the Company does not have a fixed winding-up date. While the Directors retain the right to effect repurchases of Ordinary Shares, they are under no obligation to use such powers or to do so at any time and Shareholders should not place any reliance on the willingness of the Directors so to act. Shareholders wishing to realise their investment in the Company may therefore be required to dispose of their Ordinary Shares in the market. There can be no guarantee that a liquid market in the Ordinary Shares will exist or that the Ordinary Shares will trade at prices close to their underlying NAV. Accordingly, Shareholders may be unable to realise their investment at such NAV or at all.

There may be a limited number of holders of Ordinary Shares. Limited holders of Ordinary Shares may mean that there is limited liquidity in the Ordinary 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 market price of the Ordinary Shares.

The Ordinary Shares are subject to certain provisions that may cause the Board to require the transfer of Ordinary Shares

Although the Ordinary Shares are freely transferable, there are certain circumstances in which the Board may, under the Articles and subject to certain conditions, compulsorily require the transfer of the Ordinary Shares. 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 other shares), in the opinion of the Directors: (i) would cause the assets of the Company to be treated as "plan assets" of any Benefit Plan Investor; (ii) would or might result in the Company and/or its shares and/or any of its appointed investment managers or investment advisers being required to be registered or qualified under the US Investment Company Act and/or the US Investment Advisers Act of 1940, as amended and/or the US Securities Act and/or the US Exchange Act and/or any similar legislation (in any jurisdiction) that regulates the offering and sale of securities; (iii) may cause the Company not to be considered a "Foreign Private Issuer" under the US Exchange Act; (iv) may cause the Company to be a "controlled foreign corporation" for the purpose of the US Code; (v) 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 (including the United Kingdom's International Tax Compliance Regulations 2015 (SI 2015/878), 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 (vi) creates a significant legal or regulatory issue for the Company under the US Bank Holding Company Act of 1956 (as amended) or regulations or interpretations thereunder.

Shareholders' ownership and voting interests may be diluted as a result of further issues of Ordinary Shares following the Initial Issue

Following the Initial Issue, the Company may issue further Ordinary Shares pursuant to the Share Issuance Programme or otherwise. While the Companies Act contains statutory pre-emption rights for Shareholders in relation to issues of shares in consideration for cash, the Company will have authority to issue up to one billion Ordinary Shares (less the number of Ordinary Shares issued pursuant to the Initial Issue) on a non-pre-emptive basis following the Initial Issue. Where statutory pre-emption rights are disapplied, any further issues of Ordinary Shares will be dilutive to those Shareholders who cannot, or choose not to, participate in such issues.

While it is not anticipated that there will be any dilution in the NAV per Ordinary Share as a result of any Subsequent Issue under the Share Issuance Programme, investors should note that Ordinary Shares issued pursuant to a Direct Subscription in connection with the Company's acquisition of the Retained Assets will be issued at 100 pence per Ordinary Share which may represent a discount or a premium to the prevailing Net Asset Value per Ordinary Share at the time of issue.

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

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

Important information

Forward-looking statements

This Securities Note 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 variations or similar expressions. These forward-looking statements relate to matters that are not historical facts. They appear in a number of places throughout this Securities Note and include statements regarding the intentions, beliefs or current expectations of the Company, the Directors and the AIFM concerning, amongst other things, the investment strategy, financing strategies, investment performance, results of operations, financial condition and prospects of the Company and the instruments in which it will invest. Such forward-looking statements involve unknown risks, uncertainties and other factors which may cause the actual results, financial condition, performance or achievements of the Company, or industry results, to be materially different from any future results, 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 Securities Note. Subject to its legal and regulatory obligations (including under the Prospectus Regulation Rules), the Company expressly disclaims any obligations to update or revise any forward-looking statement contained herein to reflect any change in expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based unless required to do so by law or any appropriate regulatory authority, including FSMA, the UK Prospectus Regulation, the Prospectus Regulation Rules, the Disclosure Guidance and Transparency Rules, the UK Market Abuse Regulation and the Listing Rules.

Nothing in the preceding two paragraphs should be taken as limiting the working capital statement in paragraph 5 of Part 4 of this Securities Note.

General

This Securities Note should be read in its entirety, along with the Summary and the Registration Document and any Future Summary, Future Registration Document and Future Securities Note, before making any application for Ordinary Shares.

No broker, dealer or other person has been authorised by the Company to issue any advertisement or to give any information or to make any representations in connection with the offering or sale of Ordinary Shares other than those contained in the Prospectus and, if issued, given or made, such advertisement, information or representation must not be relied upon as having been authorised by the Company, Deutsche Bank, JPMC or any of their respective affiliates, officers, directors, employees or agents.

In connection with the Initial Issue and the Share Issuance Programme, Deutsche Bank, JPMC and any of their respective affiliates acting as an investor for their own account(s), may take up a portion of the Ordinary Shares as a principal position and, in that capacity, may retain, purchase, sell, offer to sell or otherwise deal for their own account(s) in such Ordinary Shares, any other securities of the Company or other related investments in connection with the Initial Issue, the Share Issuance Programme or otherwise. Accordingly, references in this Securities Note to the Ordinary Shares being issued, offered, subscribed or otherwise dealt with, should be read as including any issue or offer to, or subscription or dealing by, Deutsche Bank, JPMC and any of their respective affiliates acting in such capacity as an investor for their own account(s). In addition, Deutsche Bank, JPMC or their affiliates may enter into financing arrangements (including swaps or contracts for difference) with investors in connection with which Deutsche Bank, JPMC or their affiliates may from time to time acquire, hold or dispose of Ordinary Shares. Neither Deutsche Bank, JPMC nor any of their respective affiliates intends to disclose the extent of any such investment or transaction otherwise than in accordance with any legal or regulatory obligation to do so.

Under the Intermediaries Offer, the Ordinary Shares are being offered to Intermediaries who will facilitate the participation of their retail investor clients (and any member of the public who wishes to become a client of that Intermediary) located in the United Kingdom. The Company consents to the use of the Prospectus in connection with any subsequent resale or final placement of securities by financial intermediaries in the United Kingdom on the following terms: (i) in respect of the Intermediaries who have been appointed by the Company prior to the date of this Securities Note,

as listed in paragraph 8 of Part 4 of this Securities Note, from the date of this Securities Note; and (ii) in respect of Intermediaries who are appointed by the Company after the date of this Securities Note, a list of which appears on the Company's website, from the date on which they are appointed to participate in connection with any subsequent resale or final placement of securities and, in each case, until the closing of the period for the subsequent resale or final placement of securities by financial intermediaries at 3.00 p.m. on 9 July 2021, unless closed prior to that date (any such prior closure to be announced via an RIS).

Any Intermediary that uses the Prospectus must state on its website that it uses the Prospectus in accordance with the Company's consent. Intermediaries are required to provide the terms and conditions of the Intermediaries Offer to any prospective investor who has expressed an interest in participating in the Intermediaries Offer to such Intermediary. **Information on the terms and conditions of any subsequent resale or final placement of securities by any financial intermediary is to be provided at the time of the offer by the financial intermediary.**

The Company consents to the use of the Prospectus and accepts responsibility for the information contained in the Prospectus with respect to subsequent resale or final placement of securities by any financial intermediary given consent to use the Prospectus.

Any new information with respect to financial intermediaries unknown at the time of approval of the Prospectus will be available on the Company's website.

Definitions

A list of defined terms used in this Securities Note is set out at Part 5 of this Securities Note.

Investment considerations

The contents of this Securities Note are not to be construed as advice relating to legal, financial, taxation, accounting, regulatory, investment decisions or any other matters. Prospective investors must inform themselves as to:

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

None of the Company, Deutsche Bank or JPMC nor any of their respective representatives is making any representation to an offeree or purchaser under the laws applicable to such offeree or purchaser. Prospective investors should consult with and must rely upon their own representatives, including their own legal advisers and accountants, as to legal, tax, accounting, regulatory, business, investment or any other related matters concerning the Company and an investment in the Ordinary Shares.

An investment in Ordinary Shares should be regarded as a long-term investment. There can be no assurance that the Company's investment objective will be achieved.

It should be remembered that the price of the Ordinary Shares, and the income from such Ordinary Shares (if any), can go down as well as up.

The Prospectus should be read in its entirety before making any investment in Ordinary Shares. All Shareholders are entitled to the benefit of, are bound by and are deemed to have notice of, the provisions of the Articles, which investors should review.

Prospective investors should rely only on the information contained in the Prospectus (which comprises this Securities Note, together with the Summary and the Registration Document and any Future Summary, Future Registration Document or Future Securities Note and any supplementary prospectus issued by the Company). In making an investment decision, each investor must rely on their own examination, analysis and enquiry of the Company and the terms of the Initial Issue and/or the Share Issuance Programme (as applicable), including the merits and risks involved. No person has been authorised to give any information or make any representations other than as contained in the Prospectus and, if given or made, such information or representations must not be

relied on as having been authorised by the Company, the AIFM, the Administrator, Deutsche Bank, JPMC or any of their respective affiliates, officers, directors, members, employees or agents. Without prejudice to the Company's obligations under the UK Prospectus Regulation, the Prospectus Regulation Rules, the Listing Rules, the UK Market Abuse Regulation and the Disclosure Guidance and Transparency Rules, neither the delivery of the Prospectus nor any subscription for or purchase of Ordinary Shares made pursuant to the Initial Issue or the Share Issuance Programme shall, under any circumstances, create any implication that there has been no change in the affairs of the Company since the date of the Prospectus, or that the information contained herein is correct as at any time subsequent to the date of the Prospectus.

Prospective investors also acknowledge that: (i) they have not relied on Deutsche Bank, JPMC or any person affiliated with Deutsche Bank or JPMC in connection with any investigation of the accuracy of any information contained in the Prospectus or their investment decision; and (ii) they have relied only on the information contained in the Prospectus; and (iii) no person has been authorised to give any information or to make any representation concerning the Company or the Ordinary Shares (other than as contained in the Prospectus) and, if given or made, any such other information or representation should not be relied upon as having been authorised by the Company, Deutsche Bank, JPMC or any of their respective affiliates.

Apart from the responsibilities and liabilities, if any, which may be imposed upon Deutsche Bank or JPMC by the FCA or under FSMA, or the regulatory regime established thereunder or under the regulatory regime of any other jurisdiction where exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, neither Deutsche Bank nor JPMC nor any person affiliated with them, assumes any responsibility whatsoever and makes no representation or warranty, express or implied, as to the contents of the Prospectus, including its accuracy, completeness or verification, or for any other statement made or purported to be made by Deutsche Bank, JPMC, or on their behalf, the Company or any other person in connection with the Company, the Ordinary Shares, the Initial Issue, the Share Issuance Programme or any Admission and nothing contained in the Prospectus is or shall be relied upon as a promise or representation in this respect, whether as to the past or future. Neither Deutsche Bank nor JPMC (together with their respective affiliates) assumes any responsibility for the accuracy, completeness or verification of the Prospectus and accordingly each of them disclaims, to the fullest extent permitted by applicable law, any and all liability whether arising in tort, contract or otherwise which it might otherwise be found to have in respect of the Prospectus or any such statement.

Statements made in this Securities Note are based on the law and practice in force in England and Wales as at the date of this Securities Note and are subject to changes therein.

Presentation of financial information

The Company is newly formed and as at the date of this Securities Note has only commenced limited operations and has no assets or liabilities, and therefore no statutory financial statements have been prepared as at the date of this Securities Note. All future financial information for the Company is intended to be prepared in accordance with UK IAS. In making an investment decision, prospective investors must rely on their own examination of the Company from time to time and the terms of the Initial Issue and/or the Share Issuance Programme (as applicable).

Currency presentation

All references in the Prospectus to “GBP”, “pounds sterling”, “£”, “pence” or “p” are to the lawful currency of the UK.

No incorporation of website information

The contents of the Company's website (www.seraphim.vc/investors), or the contents of any website accessible from hyperlinks on the Company's website or any other website referred to in the Prospectus, do not form part of the Prospectus. Investors should base their decision whether or not to invest in the Ordinary Shares on the contents of the Prospectus alone.

Data protection

The information that a prospective investor in the Company provides in documents in relation to a subscription for Ordinary Shares or subsequently by whatever means which relates to the

prospective investor (if it is an individual) or a third party individual (“**personal data**”) will be held and processed by the Company (and any third party to whom it may delegate certain administrative functions in relation to the Company) in compliance with (a) the EU General Data Protection Regulation 2016/679 (“**EU GDPR**”) and/or the EU GDPR as it forms part of the domestic law of the United Kingdom by virtue of the EUWA (“**UK GDPR**”) and the UK Data Protection Act 2018 (as amended from time to time) (“**Data Protection Legislation**”); and (b) the Company’s privacy notice, a copy of which is available for review on the Company’s website at www.seraphim.vc/investors (and, if applicable, any other third party delegate’s private notice) (“**Privacy Notice**”).

Without limitation to the foregoing, each prospective investor acknowledges that it has been informed that such information will be held and processed by the Company (or any third party, functionary or agent appointed by the Company, which may include, without limitation, the Registrar) and in accordance with the Company’s Privacy Notice for the purposes set out therein including:

- verifying the identity of the prospective investor to comply with statutory and regulatory requirements in relation to anti-money laundering procedures;
- carrying out the business of the Company and the administering of interests in the Company;
- meeting the legal, regulatory, reporting and/or financial obligations of the Company in the UK or elsewhere or any third party, functionary or agent appointed by the Company.

For the purposes set out above, it may be necessary for the Company (or any third party, functionary or agent appointed by the Company, which may include, without limitation, the Registrar) to:

- disclose personal data to third party service providers, affiliates, agents or functionaries appointed by the Company or its agents to provide services to prospective investors; and
- transfer personal data outside of the United Kingdom (or the EEA, to the extent that EU GDPR applies in respect of the personal data being transferred) to countries or territories which do not offer the same level of protection for the rights and freedoms of prospective investors in the United Kingdom or the EEA (as applicable).

The foregoing processing of personal data is required in order to perform the contract with the prospective investor to comply with the legal and regulatory obligations of the Company or otherwise is necessary for the legitimate interests of the Company.

If the Company (or any third party, functionary or agent appointed by the Company, which may include, without limitation, the Registrar) discloses personal data to such a third party, agent or functionary and/or makes such a transfer of personal data it will use reasonable endeavours to ensure that such transfer is in accordance with applicable Data Protection Legislation.

When the Company, or its permitted third parties, transfers personal information outside the United Kingdom (or the EEA, to the extent that the EU GDPR applies in respect of the personal data being transferred), it will ensure that the transfer is subject to appropriate safeguards in accordance with applicable Data Protection Legislation.

Prospective investors are responsible for informing any third-party individual to whom the personal data relates to the disclosure and use of such data in accordance with these provisions.

Individuals have certain rights in relation to their personal data; such rights and the manner in which they can be exercised are set out in the Company’s Privacy Notice.

Regulatory information

The distribution of the Prospectus in jurisdictions other than the United Kingdom may be restricted by law and persons into whose possession the Prospectus comes should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

The Prospectus does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. The distribution of the Prospectus and the offering of Ordinary Shares in certain jurisdictions may be restricted and accordingly persons into whose possession the Prospectus is received are required to inform themselves about and to observe such restrictions.

Information to distributors

Solely for the purposes of the product governance requirements contained within (a) the UK's implementation of EU Directive 2014/65/EU on markets in financial instruments, as amended ("**UK MiFID II**") and (b) the UK's implementation of Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing UK MiFID II, and in particular Chapter 3 of the Product Intervention and Product Governance Sourcebook of the FCA (together, the "**MiFID II Product Governance Requirements**"), and/or any equivalent requirements elsewhere to the extent determined to be applicable, 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 and/or any equivalent requirements elsewhere to the extent determined to be applicable) may otherwise have with respect thereto, the Ordinary Shares have been subject to a product approval process, which has determined that such securities are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in UK MiFID II; and (ii) eligible for distribution through all distribution channels as are permitted by UK MiFID II (the "**Target Market Assessment**"). Notwithstanding the Target Market Assessment, distributors (such term to have the same meaning as in the MiFID II Product Governance Requirements) should note that: the market price of the Ordinary Shares may decline and investors could lose all or part of their investment; the Ordinary Shares offer no guaranteed income and no capital protection; and an investment in the Ordinary Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Initial Issue and/or the Share Issuance Programme. Furthermore, it is noted that, notwithstanding the Target Market Assessment, Deutsche Bank and JPMC will only procure investors (pursuant to the Initial Issue and the Share Issuance Programme) who meet the criteria of professional clients and eligible counterparties. For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of UK MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Ordinary Shares. Each distributor is responsible for undertaking its own target market assessment in respect of the Ordinary Shares and determining appropriate distribution channels.

Non-mainstream pooled investments status and UK MiFID II

As the Company will be an investment trust, the Ordinary Shares will be "excluded securities" under the FCA's rules on non-mainstream pooled investments. Accordingly, the promotion of the Ordinary Shares is not subject to the FCA's restriction on the promotion of non-mainstream pooled investments. The Company intends to conduct its affairs so that its Ordinary Shares can be recommended by financial advisers to retail investors in accordance with the rules on the distribution of financial instruments under UK MiFID II. The Directors consider that the requirements of Article 57 of the UK MiFID II Delegated Regulation will be met in relation to the Ordinary Shares and that, accordingly, the Ordinary Shares should be considered "non-complex" for the purposes of UK MiFID II.

Key information document

In accordance with the UK PRIIPs Regulation, a key information document prepared in relation to the Company's Ordinary Shares, including the Ordinary Shares to be issued pursuant to the Initial Issue and the Share Issuance Programme, is available on the Company's website: www.seraphim.vc/investors. It is the responsibility of each distributor of Ordinary Shares to ensure that its "retail clients" are provided with a copy of the key information document.

The AIFM is the manufacturer of the Ordinary Shares for the purposes of the UK PRIIPs Regulation and neither Deutsche Bank nor JPMC is a manufacturer for these purposes. Neither Deutsche Bank nor JPMC makes any representation, express or implied, or accepts any responsibility whatsoever for the contents of the key information document prepared by the AIFM in relation to the Ordinary Shares nor accepts any responsibility to update the contents of the key information document in accordance with the UK PRIIPs Regulation, to undertake any review processes in relation thereto or to provide such key information document to future distributors of Ordinary Shares. Each of Deutsche Bank, JPMC and their respective affiliates accordingly disclaims all and any liability

whether arising in tort or contract or otherwise which it or they might have in respect of the key information document prepared by the AIFM.

For the attention of prospective investors in the European Economic Area

In relation to each Relevant Member State, no Ordinary Shares have been offered or will be offered pursuant to the Initial Issue or the Share Issuance Programme to the public in that Relevant Member State prior to the publication of a prospectus in relation to the Ordinary Shares which has been approved by the competent authority in that Relevant Member State, or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the EU Prospectus Regulation, except that offers of Ordinary Shares to the public may be made at any time under the following exemptions under the EU Prospectus Regulation:

- to any legal entity which is a “**qualified investor**” as defined in Article 2 of the EU Prospectus Regulation;
- to fewer than 150 natural or legal persons (other than “qualified investors” as defined in Article 2 of the EU Prospectus Regulation) in such Relevant Member State, subject to obtaining the prior consent of the Joint Bookrunners for any such offer; or
- in any other circumstances falling within Article 1(4) of the EU Prospectus Regulation,

provided that no such offer of Ordinary Shares shall result in a requirement for the publication of a prospectus pursuant to Article 3(1) of the EU Prospectus Regulation or a supplement to a prospectus pursuant to Article 23 of the EU Prospectus Regulation in a Relevant Member State and each person to whom any offer is made under the Initial Issue or the Share Issuance Programme will be deemed to have represented, warranted and agreed to and with each of Deutsche Bank or JPMC (as applicable) and the Company that it is a “qualified investor” within the meaning of Article 2(e) of the EU Prospectus Regulation.

For the purposes of this provision, the expression an “offer to the public” in relation to any offer of Ordinary Shares in any Relevant Member State means a communication in any form and by any means presenting sufficient information on the terms of the offer and any Ordinary Shares to be offered so as to enable an investor to decide to purchase or subscribe for the Ordinary Shares.

Any prospective investor domiciled in the EEA that has received the Prospectus in any Relevant Member States should not subscribe for Ordinary Shares (and the Company reserves the right to reject any application so made, without explanation) unless: (i) the AIFM has confirmed that it has made the relevant notifications and/or applications in that Relevant Member State and is lawfully able to market the Ordinary Shares into that Relevant Member State; or (ii) such investor has received the Prospectus on the basis of an enquiry made at the investor’s own initiative and it is a person to whom the Ordinary Shares may lawfully be offered under the AIFM Directive or under the applicable implementing legislation (if any) of that Relevant Member State.

Notwithstanding that the AIFM may have confirmed that it is able to market Ordinary Shares to professional investors in a Relevant Member State, the Ordinary Shares may not be marketed to retail investors (as this term is understood in the AIFM Directive as transposed in the Relevant Member States) in that Relevant Member State unless the Ordinary Shares have been qualified for marketing to retail investors in that EEA State in accordance with applicable local laws. At the date of this Securities Note, the Ordinary Shares are not eligible to be marketed to retail investors in any Relevant Member State. Accordingly, the Ordinary Shares may not be offered, sold or delivered and neither the Prospectus nor any other offering materials relating to such Ordinary Shares may be distributed or made available to retail investors in those countries.

For the attention of prospective investors in the United States

Persons receiving the Prospectus may not distribute or send it in or into the United States or any other jurisdiction where to do so would or might contravene local securities laws or regulations. In particular, investors should note that the offer, issue and sale of the Ordinary Shares have not been, and will not be, registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. Accordingly, the Ordinary Shares are being offered and sold outside the United States in reliance on the exemption from the registration requirements of the US Securities Act provided by Regulation S thereunder. The Ordinary Shares

may not be offered, sold, pledged or otherwise transferred or delivered, directly or indirectly, into or within the United States, except pursuant to an exemption from the registration requirements of the US Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States.

During any period in which the Company is not subject to, and in compliance with, section 13 or 15(d) of the US Exchange Act, or it is not exempt from such reporting requirements pursuant to, and in compliance with, Rule 12g3-2(b) under the US Exchange Act, each holder of Ordinary Shares that are restricted securities and each prospective purchaser (as designated by such holder) of Ordinary Shares that are restricted securities, shall have the right to request from the Company any information required to be provided by Rule 144A(d)(4) under the Securities Act.

The enforcement by investors of civil liabilities under the United States federal securities laws may be adversely affected by the fact that the Company is incorporated under the laws of England and Wales, and that none of its Directors or officers are citizens or residents of the United States. In addition, the majority of its assets and the assets of its Directors and officers are located outside the United States. As a result, it may not be possible for investors in the United States to effect service of process within the United States upon the Company or its Directors and officers located outside the United States or to enforce in the US courts or outside the United States judgements obtained against them in US courts or in courts outside the United States, including judgement predicated upon the civil liability provisions of the federal, state or local securities laws of the United States. There is doubt as to the enforceability in England and Wales, whether by original actions or by seeking to enforce judgments of US courts, of claims based on the federal securities laws of the United States. In addition, punitive damages in actions brought in the United States or elsewhere may be unenforceable in England and Wales.

Expected timetable of principal events

2021

Initial Issue

Initial Issue opens	Tuesday 22 June
Latest time and date for receipt of completed Offer for Subscription Application Forms and payment in full under the Offer for Subscription	11.00 a.m. on Friday 9 July
Latest time and date for receipt of completed applications from the Intermediaries in respect of the Intermediaries Offer	3.00 p.m. on Friday 9 July
Latest time and date for commitments under the Initial Placing	5.00 p.m. on Friday 9 July
Announcement of results of the Initial Issue	Monday 12 July
Initial Admission and dealings in Ordinary Shares commence*	8.00 a.m. on Wednesday 14 July
CREST accounts credited with uncertificated Ordinary Shares in respect of the Initial Issue	as soon as possible on Wednesday 14 July
Where applicable, definitive share certificates in respect of the Ordinary Shares issued pursuant to the Initial Issue despatched by post in the week commencing**	Monday 19 July (or as soon as possible thereafter)

* Including those Ordinary Shares to be issued pursuant to Direct Subscriptions in connection with the acquisition of the Initial Portfolio.

** Underlying Applicants who apply to Intermediaries for Ordinary Shares under the Intermediaries Offer will not receive share certificates.

Subsequent Issues under the Share Issuance Programme

Subsequent Issues under the Share Issuance Programme	between 14 July 2021 and 21 June 2022*
Publication of Share Issuance Programme Price in respect of each Subsequent Issue	as soon as practicable in conjunction with each Subsequent Issue
Announcement of the results of each Subsequent Issue	as soon as practicable following the closing of a Subsequent Issue
Admission and crediting of CREST accounts in respect of each Subsequent Issue	as soon as practicable following the allotment of shares pursuant to a Subsequent Issue
Definitive share certificates in respect of the Ordinary Shares issued pursuant to each Subsequent Issue despatched by post	within 10 business days following the Admission of any Ordinary Shares pursuant to a Subsequent Issue

* Any Subsequent Issue (including any Direct Subscription) made pursuant to the Prospectus will need to complete within 12 months of the date of the Prospectus. To the extent that a Subsequent Issue (including any Direct Subscription) is to be made after 21 June 2022, the Company may publish a new prospectus to cover the admission to trading on the main market of the London Stock Exchange and/or the offer of such new Ordinary Shares or, if available, rely on an exemption from the requirement to publish a prospectus in respect of any such admission and/or offer.

All references to time in this Securities Note are to London time. The dates and times specified in the timetable above are subject to change without further notice. Any changes to the expected timetable will be notified by an RIS announcement.

Issue Statistics

Initial Issue Statistics

Issue Price	100 pence per Ordinary Share
Number of Ordinary Shares to be issued pursuant to the Direct Subscriptions in connection with the acquisition of the Initial Portfolio	up to 30 million
Target number of Ordinary Shares to be issued pursuant to the Initial Placing, Offer for Subscription, Direct Subscriptions (other than Direct Subscriptions in connection with the acquisition of the Initial Portfolio) and the Intermediaries Offer	up to 150 million
Target number of Ordinary Shares to be issued pursuant to the Initial Issue*	up to 180 million
Target Gross Issue Proceeds**	up to £180 million

* Including those Ordinary Shares to be issued pursuant to Direct Subscriptions in connection with the acquisition of the Initial Portfolio.

** Assuming 180 million Ordinary Shares are issued pursuant to the Initial Issue. The total number of Ordinary Shares to be issued pursuant to the Initial Issue is not known as at the date of this Securities Note but will be notified by an RIS announcement prior to Initial Admission.

Share Issuance Programme Statistics

Maximum size of the Share Issuance Programme	500 million Ordinary Shares (less the number of Ordinary Shares issued pursuant to the Initial Issue)
Share Issuance Programme Price	not less than the prevailing Net Asset Value per Ordinary Share at the time of issue plus a premium to cover the costs and expenses of such issue*

* The Ordinary Shares to be issued pursuant to Direct Subscriptions in connection with the acquisition of the Retained Assets will be issued at 100 pence per Ordinary Share.

Dealing codes

ISIN – Ordinary Shares	GB00BKPG0138
SEDOL – Ordinary Shares	BKPG013
Ticker – Ordinary Shares	SSIT

Directors, management and advisers

Directors	<p>Will Whitehorn (Non-executive Chair)</p> <p>Sue Inglis (Non-executive Director)</p> <p>Christina McComb (Non-executive Director)</p> <p><i>all independent and of the registered office below:</i></p>
Registered Office	<p>5th Floor 20 Fenchurch Street</p> <p>London</p> <p>EC3M 3BY</p>
AIFM	<p>Seraphim Space (Manager) LLP</p> <p>167 City Road</p> <p>London</p> <p>EC1V 1AW</p>
Sponsor and Joint Bookrunner	<p>Deutsche Bank AG, London Branch</p> <p>Winchester House</p> <p>1 Great Winchester Street</p> <p>London</p> <p>EC2N 2DB</p>
Joint Bookrunner	<p>J.P. Morgan Securities plc</p> <p>25 Bank Street</p> <p>Canary Wharf</p> <p>London</p> <p>E14 5JP</p>
Intermediaries Offer Adviser	<p>Solid Solutions Associates (UK) Limited</p> <p>1 Forest Lane</p> <p>Hightown Hill</p> <p>Ringwood</p> <p>BH2 3HF</p>
Legal Adviser to the Company	<p>Stephenson Harwood LLP</p> <p>1 Finsbury Circus London</p> <p>EC2M 7SH</p>
Legal Adviser to the Joint Bookrunners	<p>Travers Smith LLP</p> <p>10 Snow Hill</p> <p>London</p> <p>EC1A 2AL</p>
Administrator and Company Secretary	<p>Ocorian Administration (UK) Limited</p> <p>5th Floor 20 Fenchurch Street</p> <p>London</p> <p>EC3M 3BY</p>
Depository	<p>Ocorian Depository (UK) Limited</p> <p>5th Floor 20 Fenchurch Street</p> <p>London</p> <p>EC3M 3BY</p>
Registrar	<p>Computershare Investor Services PLC</p> <p>The Pavilions</p> <p>Bridgwater Road</p> <p>Bristol</p> <p>BS99 6ZZ</p>

Receiving Agent

Computershare Investor Services PLC
Corporate Actions Projects
Bristol
BS99 6AH

Reporting Accountant and
Auditors

BDO LLP
55 Baker Street
London
W1U 7EU

Part 1

The Initial Issue

1 Introduction

The Company is targeting gross proceeds of up to £180 million through the issue of up to 180 million Ordinary Shares by way of the Initial Placing, the Offer for Subscription, Direct Subscriptions and the Intermediaries Offer at 100 pence per Ordinary Share. This is expected to comprise:

- an issue of up to 150 million Ordinary Shares by way of the Initial Placing, the Offer for Subscription, Direct Subscriptions (other than any Direct Subscription in connection with the Company's acquisition of the Initial Portfolio) and the Intermediaries Offer; and
- an issue of up to 30 million Ordinary Shares to be subscribed by way of Direct Subscriptions in connection with the Company's acquisition of the Initial Portfolio.

The maximum number of Ordinary Shares that may be issued pursuant to the Initial Issue and the Share Issuance Programme is 500 million.

The actual number of Ordinary Shares to be issued pursuant to the Initial Issue, and therefore the Gross Issue Proceeds, is not known as at the date of this Securities Note but will be notified by the Company via an RIS prior to Initial Admission. The Initial Issue is not being underwritten. The maximum size of the Initial Issue should not be taken as an indication of the number Ordinary Shares to be issued.

The costs and expenses of the Initial Issue are expected to be approximately 2 per cent. of the Gross Issue Proceeds. The expenses of, or incidental to, the Initial Issue will be paid by the Company. There are no commissions, fees or expenses to be directly charged to investors by the Company. All expenses incurred by any Intermediary are for its own account. Investors should confirm separately with any Intermediary whether there are any commissions, fees or expenses that will be applied by such Intermediary in connection with any application made through that Intermediary pursuant to the Intermediaries Offer.

2 Reasons for the Initial Issue and use of proceeds

The Initial Issue is being made in order to raise funds for the purpose of investment in accordance with the investment policy and objective of the Company, including through the acquisition of the Initial Portfolio and the Retained Assets. The Initial Issue will provide investors with the opportunity to invest in the Company in order to gain exposure to an international portfolio of investments in Space Tech businesses.

3 The Initial Placing

Deutsche Bank and JPMC have each agreed to use their reasonable endeavours to procure subscribers pursuant to the Initial Placing for the Ordinary Shares on the terms and subject to the conditions set out in the Share Issuance Agreement. Details of the Share Issuance Agreement are set out in paragraph 8.1 of Part 7 of the Registration Document.

The terms and conditions which shall apply to any subscription for Ordinary Shares procured by Deutsche Bank or JPMC are set out in Part 6 of this Securities Note. The Initial Placing will close at 5.00 p.m. on 9 July 2021 (or such later date as the Company, Deutsche Bank and JPMC may agree). If the Initial Placing is extended, the revised timetable will be notified through an RIS.

Each Placee agrees to be bound by the Articles once the Ordinary Shares, which the Placee has agreed to subscribe for pursuant to the Initial Placing, have been acquired by the Placee. The contract to subscribe for the Ordinary Shares under the Initial Placing and all disputes and claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of Deutsche Bank, JPMC, the Company, the AIFM and the Registrar, each Placee irrevocably submits to the jurisdiction of the courts of England and Wales and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum. This does not prevent an action being taken against the Placee in any other jurisdiction.

Commitments under the Initial Placing, once made, may not be withdrawn without the consent of the Directors.

4 The Offer for Subscription

The Directors are also proposing to offer Ordinary Shares under the Offer for Subscription, subject to the terms and conditions of the Offer for Subscription set out in Part 7 of this Securities Note. These terms and conditions and the Offer for Subscription Application Form attached as Appendix 1 to this Securities Note should be read carefully before an application is made. The Offer for Subscription will close at 11.00 a.m. on 9 July 2021. If the Offer for Subscription is extended, the revised timetable will be notified through an RIS.

Applications under the Offer for Subscription must be for Ordinary Shares at the Issue Price, being 100 pence per Ordinary Share. The aggregate subscription price is payable in full on application. Individual applications must be for a minimum subscription of 1,000 Ordinary Shares and then in multiples of 100 Ordinary Shares thereafter, although the Board may accept applications below the minimum amounts stated above in its absolute discretion. Multiple subscriptions under the Offer for Subscription by individual investors will not be accepted.

Completed Application Forms accompanied either by a cheque or banker's draft or appropriate delivery versus payment ("DVP") instructions in relation to the Offer for Subscription must be posted to the Receiving Agent, Computershare Investor Services PLC, Corporate Actions Projects, Bristol BS99 6AH, so as to be received as soon as possible and, in any event, no later than 11.00 a.m. on 9 July 2021. For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by 11.00 a.m. on 9 July 2021. Please contact Computershare Investor Services PLC by email at seraphimspaceoffer@computershare.co.uk stating "SERAPHIM OFS" and the Receiving Agent will provide applicants with a unique reference number which must be used when sending payment.

Applicants settling by bank transfer or DVP may, if they so wish, send a completed application form as a scanned PDF to the project email address seraphimspaceoffer@computershare.co.uk. If the hard copy form is also posted it must be clearly marked as "COPY ONLY – original sent by email" on each page of the form to prevent duplication.

Scanned copies of cheques will not be accepted.

Commitments under the Offer for Subscription, once made, may not be withdrawn without consent of the Directors.

Please also refer to the section below headed "Admission, clearing and settlement".

5 Direct Subscriptions

The Company has agreed, pursuant to the Sale and Purchase Agreement and conditional on Initial Admission, to acquire the Initial Portfolio from the Seraphim Space Fund. On Initial Admission, the Company will, by virtue of the acquisition of the Initial Portfolio, have a portfolio of 15 investments.

The aggregate purchase price for the Initial Portfolio at the date of the Sale and Purchase Agreement is £26.1 million, but this is subject to adjustment prior to Initial Admission to reflect that one of the assets, AST SpaceMobile Inc, which is listed, will be valued at the closing price on the date falling 3 business days prior to Initial Admission.

The Company shall pay for the Initial Portfolio in cash but the Limited Partners have each agreed to subscribe all or substantially all of the cash distributed to them pursuant to the sale for new Ordinary Shares at the Issue Price as part of the Initial Issue. The Ordinary Shares to be acquired pursuant to these arrangements will be subject to a lock-in period of six months from (and including) Initial Admission, as further described in paragraph 7.3 of Part 4 of this Securities Note.

British Business Finance Limited, a wholly-owned subsidiary of British Business Bank plc, is one of the Limited Partners that has committed to subscribe all of the cash distributed to it pursuant to the sale of the Initial Portfolio for new Ordinary Shares. Assuming that 180 million Ordinary Shares are issued pursuant to the Initial Issue, British Business Finance Limited may hold more than five per cent. of the Ordinary Shares following Initial Admission. Its Ordinary Shares acquired pursuant to these arrangements will be subject a lock-in period of six months on the same terms as the other Limited Partners.

Further information on the Initial Portfolio is set out in Part 4 of the Registration Document and a summary of the Sale and Purchase Agreement is set out at paragraph 8.10 of Part 7 of the Registration Document.

6 The Intermediaries Offer

Investors may also subscribe for Ordinary Shares at the Issue Price of 100 pence per Ordinary Share pursuant to the Intermediaries Offer. Only the Intermediaries' retail investor clients in the United Kingdom are eligible to participate in the Intermediaries Offer. Investors may apply to any one of the Intermediaries to be accepted as their client.

No Ordinary Shares allocated under the Intermediaries Offer will be registered in the name of any person whose registered address is outside the United Kingdom. A minimum application of 1,000 Ordinary Shares per Underlying Applicant will apply and thereafter an Underlying Applicant may apply for any higher amount. Allocations to Intermediaries will be determined by the Company (following consultation with Deutsche Bank and JPMC).

An application for Ordinary Shares in the Intermediaries Offer means that the Underlying Applicant agrees to acquire the Ordinary Shares applied for at the Issue Price. Each Underlying Applicant must comply with the appropriate money laundering checks required by the relevant Intermediary and all other laws and regulations applicable to their agreement to subscribe for Ordinary Shares. Where an application is not accepted or there are insufficient Ordinary Shares available to satisfy an application in full, the relevant Intermediary will be obliged to refund the Underlying Applicant as required and all such refunds shall be made without interest. The Company, the AIFM, Deutsche Bank and JPMC accept no responsibility with respect to the obligation of the Intermediaries to refund monies in such circumstances.

Each Intermediary has agreed, or will on appointment agree, to the Intermediaries Terms and Conditions, which regulate, *inter alia*, the conduct of the Intermediaries Offer on market standard terms and provide for the payment of a commission and/or fee (to the extent permissible by the rules of the FCA) to Intermediaries from the Intermediaries Offer Adviser acting on behalf of the Company if such Intermediary elects to receive a commission and/or fee. Pursuant to the Intermediaries Terms and Conditions, in making an application, each Intermediary will also be required to represent and warrant that they are not located in the United States and are not acting on behalf of anyone that is located in the United States.

In addition, the Intermediaries may prepare certain materials for distribution or may otherwise provide information or advice to retail investors in the United Kingdom, subject to the terms of the Intermediaries Terms and Conditions. Any such materials, information or advice are solely the responsibility of the relevant Intermediary and will not be reviewed or approved by any of the Company, the AIFM, Deutsche Bank, JPMC or the Intermediaries Offer Adviser. Any liability relating to such documents shall be for the relevant Intermediaries only.

Any financial intermediary that uses this document must state on its website that it uses this document in accordance with the Company's consent. Intermediaries are required to provide this document to any prospective investor who has expressed an interest in participating in the Intermediaries Offer to such Intermediary. Information on the terms and conditions of any subsequent resale or final placement of securities by any financial intermediary is to be provided at the time of the offer by the Intermediary.

7 Conditions to the Initial Issue

The Initial Issue is conditional, *inter alia*, on:

- (a) the Share Issuance Agreement becoming wholly unconditional as to the Initial Issue (save as to Initial Admission) and not having been terminated in accordance with its terms prior to Initial Admission;
- (b) Initial Admission becoming effective by not later than 8.00 a.m. on 14 July 2021 (or such later time and/or date as Deutsche Bank, JPMC and the Company may agree, being not later than 31 August 2021); and
- (c) the Minimum Gross Proceeds (or such lesser amount as the Company, the AIFM, Deutsche Bank and JPMC may agree) being raised.

If the Minimum Gross Proceeds, or such lesser amount as the Company, the AIFM, Deutsche Bank and JPMC in their absolute discretion may decide, are not raised, the Initial Issue will not proceed and application monies received under the Initial Placing and Offer for Subscription will be returned to applicants without interest at the applicants' risk.

If the Minimum Gross Proceeds are not raised, the Initial Issue may only proceed where a supplementary prospectus (including a working capital statement based on a revised minimum proceeds figure) has been prepared in relation to the Company and approved by the FCA.

8 Scaling back and allocation

In the event that commitments under the Initial Issue exceed the maximum number of Ordinary Shares available (notwithstanding any such reallocation), applications under the Initial Issue will be scaled back at the Company's discretion after consultation with the Joint Bookrunners.

There will be no priority given to applications under the Initial Placing, the Offer for Subscription or the Intermediaries Offer pursuant to the Initial Issue.

The Company will notify investors of the number of Ordinary Shares in respect of which their application has been successful and the results of the Initial Issue will be announced by the Company on or around 12 July 2021 via an RNS announcement.

Subscription monies received in respect of unsuccessful applications (or to the extent scaled back) will be returned by post without interest at the risk of the applicant to the bank account from which the money was received if the applicant applied online. Alternatively a cheque will be sent to the address provided on the relevant application form, as applicable.

9 The Share Issuance Agreement

The Share Issuance Agreement contains provisions entitling Deutsche Bank and JPMC to terminate the Initial Issue (and the arrangements associated with it) at any time prior to Initial Admission in certain circumstances. If this right is exercised by Deutsche Bank and JPMC, the Initial Issue and these arrangements will lapse and any monies received in respect of the Initial Issue will be returned to each applicant without interest within 14 days at the applicant's risk.

The Share Issuance Agreement provides for Deutsche Bank and JPMC to be paid commission by the Company in respect of the Ordinary Shares to be allotted under the Initial Issue. Any Ordinary Shares subscribed for by Deutsche Bank or JPMC may be retained or dealt in by it for its own benefit.

Under the Share Issuance Agreement, Deutsche Bank and JPMC are entitled at their discretion and out of their own resources at any time to rebate to some or all investors, or to other parties, part or all of their fees relating to the Initial Issue. Deutsche Bank and JPMC are also entitled under the Share Issuance Agreement to retain agents and may pay commission in respect of the Initial Issue to any or all of those agents out of their own resources.

Further details of the terms of the Share Issuance Agreement are set out in paragraph 8.1 of Part 7 of the Registration Document.

10 General

Pursuant to anti-money laundering laws and regulations with which the Company must comply in the UK, the Company and its agents (and their agents) may require evidence in connection with any application for Ordinary Shares, including further identification of the applicant(s), before any Ordinary Shares are issued to that applicant.

In the event that there are any significant new factors, material mistakes or material inaccuracies affecting any of the matters described in the Prospectus or where any significant new factors, material mistakes or material inaccuracies have arisen after the publication of the Prospectus and prior to Initial Admission, the Company will publish a supplementary prospectus. The supplementary prospectus will give details of the significant new factors, material mistakes or material inaccuracies.

The Directors (in agreement with the Joint Bookrunners) may waive the minimum application amounts in respect of any particular application for Ordinary Shares under the Initial Issue.

11 Admission, clearing and settlement

Applications will be made to the FCA for all of the Ordinary Shares to be issued pursuant to the Initial Issue to be admitted to the premium segment of the Official List and to the London Stock Exchange for such Ordinary Shares to be admitted to trading on the premium segment of the London Stock Exchange's main market. It is expected that Initial Admission will become effective and dealings will commence on 14 July 2021.

The Ordinary Shares will be issued in registered form and may be held in either certificated or uncertificated form. In the case of Ordinary Shares to be issued in uncertificated form pursuant to the Initial Issue, these will be transferred to successful applicants through the CREST system. The Ordinary Shares will be eligible for settlement through CREST with effect from Initial Admission.

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 Ordinary Shares under the CREST system. Settlement of transactions in the Ordinary Shares following Initial Admission may take place within the CREST system if any Shareholder so wishes.

The Company will arrange for CREST to be instructed to credit the appropriate CREST accounts of the applicants concerned or their nominees with their respective entitlements to the Ordinary Shares. The names of applicants or their nominees that invest through their CREST accounts will be entered directly on to the share register of the Company.

Dealings in the Ordinary Shares in advance of the crediting of the relevant stock account shall be at the risk of the person concerned.

Where applicable, definitive share certificates in respect of the Ordinary Shares are expected to be despatched by post at the risk of recipients to the relevant holders in the week beginning 19 July 2021. Prior to the despatch of definitive share certificates in respect of any Ordinary Shares which are held in certificated form, transfer of those Ordinary Shares will be certified against the Register. No temporary documents of title will be issued.

The Company does not guarantee that at any particular time market maker(s) will be willing to make a market in the Ordinary Shares, nor does it guarantee the price at which a market will be made in the Ordinary Shares. Accordingly, the market price of the Ordinary Shares may not necessarily reflect changes in the NAV per Ordinary Share.

The Ordinary Shares are denominated in sterling.

12 Material interests

There are no interests that are material to the Initial Issue and no conflicting interests.

13 Overseas persons

Potential investors in any territory other than the United Kingdom should refer to the notices set out in the section entitled "Important Information" of this Securities Note.

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

Part 2

The Share Issuance Programme

1 Details of the Share Issuance Programme

Following completion of the Initial Issue, the Directors are authorised to issue further Ordinary Shares pursuant to the Share Issuance Programme without having to first offer those Ordinary Shares to existing Shareholders.

The maximum number of Ordinary Shares that may be issued pursuant to the Initial Issue and the Share Issuance Programme is 500 million. Assuming 180 million Ordinary Shares are issued pursuant to the Initial Issue (being the target number of Ordinary Shares to be issued thereunder), the Directors will be authorised to issue a further 320 million Ordinary Shares pursuant to the Share Issuance Programme.

The Share Issuance Programme has been implemented to enable the Company to raise additional capital in the period from 14 July 2021 to 21 June 2022. The net proceeds of the Share Issuance Programme will be used to make investments in accordance with the Company's investment objective and policy.

The Share Issuance Programme may be implemented by a series of Subsequent Placings and/or Direct Subscriptions. It may also be implemented by way of open offers, offers for subscription, and/or intermediaries offers. To the extent that any issue under the Share Issuance Programme is to be implemented by way of an open offer, offer for subscription or intermediaries offer, the Company will be required to publish a Future Summary and a Future Securities Note which set out, *inter alia*, the terms and conditions of such offer. For the avoidance of doubt, the Company will not be required to publish a Future Summary or a Future Securities Note in connection with any Subsequent Placing or Direct Subscription in circumstances in which the Company is not making an offer of securities to the public pursuant to the UK Prospectus Regulation and the Prospectus Regulation Rules.

The number of Ordinary Shares available under the Share Issuance Programme is intended to be flexible and should not be taken as an indication of the number of shares to be issued. Any issues of Ordinary Shares will be notified by the Company through an RIS and the Company's website, prior to each Subsequent Admission. The Share Issuance Programme is not being underwritten.

The Share Issuance Programme may have a number of closing dates in order to provide the Company with the ability to issue Ordinary Shares over the duration of the Share Issuance Programme. Ordinary Shares may be issued under the Share Issuance Programme during the period from 14 July 2021 to 21 June 2022 (or any earlier date on which it is fully subscribed).

Applications will be made to the Financial Conduct Authority for all of the Ordinary Shares to be issued pursuant to the Share Issuance Programme to be admitted to the premium segment of the Official List and to the London Stock Exchange for such Ordinary Shares to be admitted to trading on the premium segment of the London Stock Exchange's main market. The issue of Ordinary Shares pursuant to the Share Issuance Programme is at the discretion of the Directors.

In the event that there are any significant new factors, material mistakes or material inaccuracies affecting any of the matters described in this Securities Note or where any significant new factors, material mistakes or material inaccuracies have arisen after the publication of this Securities Note and prior to any Subsequent Admission of any Ordinary Shares issued pursuant to the Share Issuance Programme, the Company will publish a supplementary prospectus. Any supplementary prospectus published will give details of the significant new factors, material mistakes or material inaccuracies.

2 Direct Subscriptions

As described in paragraph 5 of Part 1 of this Securities Note, the Company has agreed, pursuant to the Sale and Purchase Agreement and conditional on Initial Admission, to acquire the Initial Portfolio from the Seraphim Space Fund. Following the sale of the Initial Portfolio, the Seraphim Space Fund will still hold investments in four Space Tech businesses, being ArQit, Iceye, D-Orbit and Spire (the "**Retained Assets**"). These companies are currently subject to corporate activity which may have a material impact on the value of those investments.

Pending the completion of the relevant corporate activity or confirmation that the corporate activity is no longer expected to conclude in the near term, the Company will also acquire all or a proportion of these assets from the Seraphim Space Fund on or before 31 December 2021 and as separate transactions.

The Company has agreed, pursuant to the Subsequent Sale and Purchase Agreements and conditional on Initial Admission, to acquire the Retained Assets from the Seraphim Space Fund at a purchase price dependent on whether the relevant Retained Asset is the subject of a successful corporate action (being either an acquisition and an attendant listing by a purchaser or a meaningful private fundraising (meaningful being, for these purposes, of a value of £15 million or more)) by a longstop date of 31 December 2021.

In the event that there is no successful corporate action by 20 December 2021 the Company will acquire the relevant interests on or by 31 December 2021 at the fair value thereof as at 31 May 2021.

In the event that there is a successful corporate action by 20 December 2021 the Company will acquire the relevant interests at a price per share: (i) where the corporate action involves a listing following an acquisition equal to the volume weighted average price per share for the interests owned by the Seraphim Space Fund for the five days trading from and including the date of the relevant listing; and (ii) where the corporate action involves a meaningful fundraise, at the price per share at which that fundraise was undertaken.

The Seraphim Space Fund has agreed to sell all of its interests in the Retained Assets where there is no successful corporate action prior to 20 December 2021, except for its interests in Arqit which will only be transferred as to 50 per cent. If there is a successful corporate action in respect of Iceye and Spire, the Company will acquire all of the interests owned by the Seraphim Space Fund but capped, if applicable, to such amount as is equal to 20 per cent. (for Iceye) and 15 per cent. (for Spire) of the prevailing Net Asset Value immediately prior to completion. If there is a successful corporate action in respect of Arqit and D-Orbit, the Company will acquire the lower of (a) 50 per cent. and 30 per cent. respectively of each of these companies and (b) such amount in value as is equal to 15 per cent. of the prevailing Net Asset Value immediately prior to completion. The Subsequent Sale and Purchase Agreements each provide that the Company shall never acquire assets where to do so would breach its investment policy or investment restrictions.

Each of the Subsequent Sale and Purchase Agreements provides that if the relevant cap referred to above is reached on the initial transfer of the Retained Asset, the surplus shall nevertheless be transferred to the Company on the same terms where completion of such subsequent transfer would not cause the relevant cap to be breached. This would likely occur where the Net Asset Value had increased. Any acquisitions of such surplus amounts must take place by the date on which the Company announces its Net Asset Value as at 31 December 2021.

The Company shall pay for each of the Retained Assets in cash but the Limited Partners and the Founder Partner (or its partners) (in respect of the carried interest entitlement) have agreed to subscribe all or substantially all of the cash distributed to them pursuant to the sale for new Ordinary Shares at an issue price of 100 pence per Ordinary Share. The Founder Partner, through which Mark Boggett, James Bruegger and Rob Desborough will be entitled to approximately 48 per cent. of the carried interest distributed pursuant to the sale of the Retained Assets, has executed subscription letters so that such distribution, less any amount retained to meet tax liabilities, will be subscribed by those individuals (or on their behalf) in Ordinary Shares. The Ordinary Shares to be acquired pursuant to these arrangements will also be subject to a lock-in period, as further described in paragraphs 7.2 and 7.3 of Part 4 of this Securities Note.

Further information on the Retained Assets is set out in Part 4 of the Registration Document and summaries of the Lock-in Deed and the Subsequent Sale and Purchase Agreements are set out at paragraphs 8.4 and 8.11, respectively, of Part 7 of the Registration Document.

The Company may also, as part of the Share Issuance Programme, issue new Ordinary Shares pursuant to Direct Subscriptions from other new investors or pursuant to additional subscriptions from the Limited Partners.

3 Conditions to each Subsequent Issue

Each Subsequent Issue under the Share Issuance Programme is conditional, *inter alia*, on:

- (a) the Share Issuance Programme Price being determined by the Directors as described below;
- (b) Admission of the Ordinary Shares being issued pursuant to such Subsequent Issue;
- (c) the Share Issuance Agreement becoming otherwise unconditional in respect of the relevant Subsequent Issue in all respects and not having been terminated on or before the date of such Admission; and
- (d) a valid Future Summary and/or Future Securities Note and/or Future Registration Document being published by the Company if such is required by the Prospectus Regulation Rules.

In circumstances where these conditions are not fully met, the relevant Subsequent Issue of Ordinary Shares pursuant to the Share Issuance Programme will not take place.

4 Share Issuance Programme Price

The Share Issuance Programme Price will be determined by the Company and will (subject to the following) be not less than the prevailing Net Asset Value per Ordinary Share at the time of issue plus a premium to cover the costs and expenses of such issue.

The Directors will determine the Share Issuance Programme Price on the basis described above so as to cover the costs and expenses of each issue of Ordinary Shares under the Share Issuance Programme and to thereby avoid any dilution of the Net Asset Value of the existing Ordinary Shares. In determining the Share Issuance Programme Price, the Directors will also take into consideration, *inter alia*, the prevailing market conditions at that time.

Any new Ordinary Shares issued to the Limited Partners or the Founder Partner or its partners pursuant to their Direct Subscriptions in connection with the sale of the Retained Assets will be issued at 100 pence per Ordinary Share.

The Share Issuance Programme Price will be announced through an RIS as soon as is practicable in conjunction with each Subsequent Issue.

5 Dilution

Shareholders who choose not to, or who are unable to, participate in a Subsequent Issue under the Share Issuance Programme for an amount at least *pro rata* to their existing holding will have their percentage holding diluted following the relevant Admission.

Assuming that 180 million Ordinary Shares are issued pursuant to the Initial Issue, if 320 million Ordinary Shares are then issued pursuant to the Share Issuance Programme, for those Shareholders that do not participate in any of the Subsequent Issues there would be a dilution of approximately 177 per cent. in Shareholders' ownership and voting interests in the Company.

It is not anticipated that there will be any dilution in the NAV per Ordinary Share as a result of any Subsequent Issue under the Share Issuance Programme, although investors should note that Ordinary Shares issued pursuant to a Direct Subscription in connection with the Company's acquisition of the Retained Assets will be issued at 100 pence per Ordinary Share which could represent either a discount or a premium to the prevailing Net Asset Value per Ordinary Share at the time of issue.

6 Subscriber warranties

Each subscriber of Ordinary Shares in the Share Issuance Programme and each subsequent investor in the Ordinary Shares will be deemed to have represented, warranted, acknowledged and agreed to the representations, warranties, acknowledgments and agreements set out in the Prospectus.

The Company, the AIFM, the Joint Bookrunners, and their respective directors, officers, members, agents, employees, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements.

If any of the representations, warranties, acknowledgments or agreements made by the investor are no longer accurate or have not been complied with, the investor will immediately notify the Company.

7 The Share Issuance Agreement

Deutsche Bank and JPMC are entitled to terminate the Share Issuance Agreement at any time prior to any Subsequent Admission in certain circumstances. If this right is exercised, the Share Issuance Programme and these arrangements will lapse and any monies received in respect of the Share Issuance Programme will be returned to applicants without interest within 14 days at the applicant's risk.

Under the Share Issuance Agreement, Deutsche Bank and JPMC are entitled at their discretion and out of their own resources at any time to rebate to some or all investors, or to other parties, part or all of its fees relating to a Subsequent Issue. Deutsche Bank and JPMC are also entitled under the Share Issuance Agreement to retain agents and may pay commission in respect of a Subsequent Issue to any or all of those agents out of their own resources. Any Ordinary Shares subscribed for by Deutsche Bank or JPMC may be retained or dealt in by it for its own benefit.

Further details of the terms of the Share Issuance Agreement are set out in paragraph 8.1 of Part 7 of the Registration Document accompanying this Securities Note.

8 Scaling back

In the event of oversubscription of a Subsequent Issue, applications under the relevant Subsequent Issue will be scaled back at the Company's discretion (in consultation with the Joint Bookrunners). 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.

9 Costs of the Share Issuance Programme

The costs and expenses of each issue of Ordinary Shares under the Share Issuance Programme will depend on subscriptions received and the relevant Share Issuance Programme Price but are expected to be approximately 2 per cent. of the gross proceeds of each such issue under the Share Issuance Programme. The costs and expenses of any Subsequent Issue will be paid by the Company.

10 General

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

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

11 Clearing and settlement

Ordinary Shares will be issued in registered form and may be held in either certificated or uncertificated form. In the case of Ordinary Shares to be issued in uncertificated form pursuant to the Share Issuance Programme, these will be transferred to successful applicants through the CREST system.

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

12 Reasons for the Share Issuance Programme and use of proceeds

The Share Issuance Programme is being implemented to enable the Company to raise additional capital in the period from 14 July 2021 to 21 June 2022 for the purpose of investment in accordance with the investment policy and objective of the Company and with a view to delivering value for Shareholders.

13 Material interests

There are no interests that are material to the Share Issuance Programme and no conflicting interests.

14 Overseas persons

Potential investors in any territory other than the United Kingdom should refer to the notices set out in the section entitled “Important Information” of this Securities Note.

The Company reserves the right to treat as invalid any agreement to subscribe for Ordinary Shares under the Share 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 3

UK Taxation

The following comments do not constitute tax advice. They are intended only as a general guide based on UK law and HMRC's published practice as at the date of the Prospectus. Both law and practice may change at any time.

Except where express reference is made to the position of non-UK residents, these comments relate only to Shareholders who are, and have at all relevant times been, resident for tax purposes solely in the UK. They apply only to Shareholders who are the absolute beneficial owners of their Ordinary Shares and of any dividends payable on them and who hold their Ordinary Shares as investments.

Certain categories of Shareholders may be subject to special tax rules. These include dealers in securities, financial institutions, insurance companies, collective investment schemes and Shareholders who are treated as having acquired their Ordinary Shares by reason of any office or employment. The position of such Shareholders is not addressed in these comments. Nor is the position of any Shareholders who are involved in arrangements to avoid tax or obtain a tax advantage.

You should seek professional tax advice if you are resident, domiciled or subject to tax in any jurisdiction outside the UK or if you are in any doubt as to your tax position.

1 The Company

The Directors intend to apply to HMRC for approval of the Company as an investment trust following Initial Admission and it is the intention of the Directors to conduct the affairs of the Company so that it satisfies the conditions necessary for approval as an investment trust. However, no assurance can be given that this approval will be obtained or maintained.

In respect of each accounting period for which the Company is to be treated as an approved investment trust the Company will be exempt from UK corporation tax on its chargeable gains. The Company will however (subject to what follows) be liable to UK corporation tax on its income in the normal way. In principle, this includes dividend income received by the Company. However, there are broad-ranging exemptions from this charge which would generally be expected to apply in respect of most dividends it receives.

Approved investment trusts are able to elect to take advantage of modified UK tax treatment in respect of their "qualifying interest income" for an accounting period (referred to here as the "streaming" regime). Under such treatment, the Company may designate as an "interest distribution" all or part of the amount it distributes to Shareholders as dividends, to the extent that it has "qualifying interest income" for the accounting period. Were the Company to designate any dividend it pays as an interest distribution, UK resident Shareholders would (broadly speaking) be taxed as if the dividend received were a payment of interest and the Company should be able to deduct the amount of the interest distribution from its income in calculating its taxable profit for the relevant accounting period. Given the nature of its proposed investment portfolio, the Company does not expect to generate a significant amount of "qualifying interest income". However, the Directors may choose to use the streaming regime in respect of any "qualifying interest income" received by the Company.

2 Taxation of dividends

No withholding

The Company is not required to withhold UK tax when paying a dividend on the Ordinary Shares (including any dividend designated as an interest distribution under the streaming regime).

Individuals

UK resident individual Shareholders who receive dividends from the Company that are not designated as interest distributions will generally pay UK income tax on those dividends. The current rates are as follows, to the extent total dividend receipts by an individual are in excess of the annual dividend allowance:

- 7.5 per cent. on dividend income within the basic rate band;
- 32.5 per cent. on dividend income within the higher rate band; and
- 38.1 per cent. on dividend income within the additional rate band.

UK resident individual Shareholders who receive dividends from the Company that are designated as interest distributions under the streaming regime would be treated for tax purposes as receiving a payment of interest. Such a Shareholder would currently generally be subject to UK income tax at the rates of 20 per cent., 40 per cent. or 45 per cent., depending on the level of the Shareholder's income and the availability of any exemption, allowance or relief.

Companies

Shareholders within the charge to UK corporation tax that receive dividends from the Company that are not designated as interest distributions under the streaming regime will be subject to corporation tax on those dividends unless the dividends qualify for exemption under Part 9A of the Corporation Tax Act 2009. It is likely that dividends paid by the Company will generally qualify for exemption, but it should be noted that the exemption is not comprehensive, requires a number of conditions to be met, and is subject to anti-avoidance rules. Shareholders should therefore seek professional tax advice where necessary.

Shareholders within the charge to UK corporation tax receiving a dividend designated by the Company as an interest distribution would be treated for tax purposes as receiving interest under a creditor loan relationship. Accordingly, such a Shareholder would be subject to corporation tax in respect of the distribution.

3 Taxation of chargeable gains

Disposals of Ordinary Shares

A disposal of Ordinary Shares by a UK resident Shareholder may, depending on the Shareholder's circumstances and subject to any available exemption or relief, give rise to a chargeable gain or allowable loss for the purposes of UK taxation of chargeable gains. For the tax year 2021/2022 the capital gains tax-free allowance (known as the annual exempt amount) is £12,300 and accordingly, in respect of that tax year, UK resident individual Shareholders will have to pay capital gains tax only on gains exceeding that amount.

Shareholders that are not UK resident will not generally be subject to UK taxation of chargeable gains on a disposal of their Ordinary Shares, provided that their Ordinary Shares are not and have not been acquired, held or used in or for the purposes of any trade, profession or vocation carried on by the Shareholder in the UK through a branch, agency or permanent establishment. However, if at the time of disposal the Company is treated as deriving (directly or indirectly) at least 75 per cent. of its value from interests in UK land, a non-UK resident Shareholder disposing of Ordinary Shares may (regardless of whether that Shareholder has any UK branch, agency or permanent establishment) be subject to UK tax on any chargeable gain realised. Any non-resident Shareholder making a disposal of Ordinary Shares in those circumstances should seek professional tax advice as to its UK tax obligations in respect of the disposal. Given the nature of its proposed investment portfolio, the Company does not expect to derive at least 75 per cent. of its value from interests in UK land.

It should be noted that, in certain circumstances, an individual Shareholder who is only temporarily non-UK resident may, on re-establishing UK tax residence, be subject to capital gains tax in respect of disposals which occurred in the period of temporary non-residence.

4 ISAs, SSAS and SIPP

Ordinary Shares acquired pursuant to the Offer for Subscription, the Intermediaries Offer or in the secondary market should be eligible for inclusion in an ISA. Ordinary Shares acquired pursuant to the Initial Placing would not be eligible to be included directly in an ISA.

Ordinary Shares issued pursuant to the Share Issuance Programme should be eligible for inclusion in an ISA provided they are treated for the purposes of the ISA rules as issued pursuant to a public offer (which can include an intermediaries offer that is open to the public at large). HMRC are understood to take the view that, whether or not the Company is approved by HMRC as an investment trust at the relevant time, Ordinary Shares issued pursuant to a Subsequent Placing would not qualify for direct inclusion in an ISA.

Save where Ordinary Shares are being acquired using available funds in an existing ISA, an investment in Ordinary Shares by means of an ISA is subject to the usual annual subscription limits applicable to new investments into an ISA.

Individuals wishing to invest in Ordinary Shares through an ISA should contact their professional advisers.

Subject to the rules of the trustees of the relevant scheme, the Ordinary Shares should generally be eligible for inclusion in a small self-administered scheme (“**SSAS**”) or self-invested personal pension (“**SIPP**”).

5 UK Stamp duty and stamp duty reserve tax (“SDRT”)

Issues of Ordinary Shares

No UK stamp duty or SDRT should arise on an issue of Ordinary Shares by the Company.

Transfers of Ordinary Shares

Instruments transferring Ordinary Shares will generally be subject to stamp duty at a rate of 0.5 per cent. of the consideration given for the transfer (rounded up to the nearest £5 of stamp duty, where relevant). Transfers with an aggregate consideration of £1000 or less are generally exempt from stamp duty provided that the instrument of transfer contains an appropriate certificate stating that the transfer does not form part of a larger transaction or series of transactions with an aggregate consideration in excess of £1000.

In certain circumstances where listed securities are transferred to a company (or nominee of a company) where the company is connected with the transferor stamp duty is chargeable, subject to the availability of relief, by reference to the higher of market value of the Ordinary Shares transferred and the consideration given.

An unconditional agreement to transfer Ordinary Shares will generally be subject to SDRT at a rate of 0.5 per cent. of the consideration given for the transfer. However, where an instrument of transfer is executed in pursuance of such an agreement and is duly stamped within six years, the charge to SDRT will generally be cancelled and any SDRT which has already been paid can generally be reclaimed.

Paperless transfers of Ordinary Shares within CREST (i.e. effected without any instrument of transfer) will generally attract only SDRT and not stamp duty. The SDRT chargeable on such transactions will generally be collected through the CREST system.

The cost of any stamp duty or SDRT that arises in connection with a transfer of Ordinary Shares would normally be borne by the purchaser.

6 Information reporting

The UK has entered into a number of international arrangements which provide for the exchange of information in order to combat tax evasion and improve tax compliance. These include, but are not limited to, FATCA, the Common Reporting Standard, the EU Directive on Administrative Cooperation in Tax Matters, and a number of other arrangements with particular jurisdictions. In connection with agreements and arrangements of this kind, 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 the authorities in other jurisdictions.

Part 4

Additional information

1 Share capital

1.1 By special resolutions passed on 10 June 2021:

- (A) the Directors were generally and unconditionally authorised in accordance with section 551 of the Companies Act to exercise all the powers of the Company to allot Ordinary Shares up to an aggregate nominal amount of £10,000,000, such authority to expire at the conclusion of the first annual general meeting of the Company, save that the Company may, at any time prior to the expiry of such authority, make an offer or enter into an agreement which would or might require the allotment of shares in pursuance of such an offer or agreement as if such authority had not expired;
- (B) the Directors were generally empowered (pursuant to sections 570 and 573 of the Companies Act) to allot Ordinary Shares and to sell Ordinary Shares from treasury for cash pursuant to the authority referred to in paragraph 1.1(A) above as if section 561 of the Companies Act did not apply to any such allotment or sale, such power to expire at the conclusion of the first annual general meeting of the Company, save that the Company may before such expiry make an offer or agreement which would or might require Ordinary Shares to be allotted or sold after such expiry and the Directors may allot or sell from treasury equity securities in pursuance of such offer or agreement as if the power had not expired;
- (C) the Company was authorised in accordance with section 701 of the Companies Act to make market purchases (within the meaning of section 693(4) of the Companies Act) of Ordinary Shares, provided that the maximum number of Ordinary Shares authorised to be purchased is 14.99 per cent. of the issued Ordinary Shares immediately following Initial Admission. The minimum price which may be paid for an Ordinary Share is £0.01. The maximum price which may be paid for an Ordinary Share must not be more than the higher of: (a) 5 per cent. above the average of the mid-market values of the Ordinary Shares for the five Business Days before the purchase is made; and (b) that stipulated by Article 3(2) of the UK version of the regulatory technical standards for the conditions applicable to buyback programmes and stabilisation measures (Commission Delegated Regulation (EU) 2016/1052) which is part of UK law by virtue of the EUWA, as amended. Such authority will expire at the conclusion of the first annual general meeting of the Company, save that the Company may contract to purchase its Ordinary Shares under the authority hereby conferred prior to the expiry of such authority, which contract will or may be executed wholly or partly after the expiry of such authority and may purchase its Ordinary Shares in pursuance of such contract;
- (D) the Company resolved that, conditional upon Initial Admission and subject to the confirmation and approval of the Court, the amount standing to the credit of the share premium account of the Company immediately following completion of the Initial Issue be cancelled, and the amount of the share premium account so cancelled be credited to a reserve;
- (E) a general meeting of the Company other than an annual general meeting may be called on not less than 14 days' notice; and
- (F) the Company was authorised to issue Ordinary Shares for cash at a price below the prevailing Net Asset Value per Ordinary Share provided that such authority shall be limited to the issue of Ordinary Shares in connection with any acquisition of the Retained Assets by the Company.

1.2 In accordance with the authority referred to in paragraph 1.1(A) above, it is expected that the Ordinary Shares in respect of the Initial Issue will be allotted pursuant to a resolution of the Board to be passed in July 2021, conditional upon Initial Admission.

1.3 The provisions of section 561 of the Companies Act (which confer on Shareholders rights of pre-emption in respect of the allotment or sale of equity securities for cash) shall apply to any unissued share capital of the Company, except to the extent disapplied by the resolution referred to in paragraph 1.1(B) above.

- 1.4 All of the Ordinary Shares to be issued pursuant to the Initial Issue and the Share Issuance Programme will be in registered form and will be eligible for settlement in CREST. Temporary documents of title will not be issued.

2 Interests of Directors

The Directors intend to subscribe for Ordinary Shares pursuant to the Initial Issue in the amounts set out below:

Name	Number of Ordinary Shares	Percentage of issued Ordinary Share capital*
Will Whitehorn	100,000	0.055%
Sue Inglis	50,000	0.027%
Christina McComb	25,000	0.013%

* Assuming the issued share capital of the Company at Initial Admission is 180 million Ordinary Shares.

3 The Articles

A summary of the main provisions of the Articles is set out below:

3.1 Objects

The Articles do not provide for any objects of the Company and accordingly the Company's objects are unrestricted.

3.2 Variation of rights

Subject to the provisions of the Companies Act as amended and every other statute for the time being in force concerning companies and affecting the Company (the “**Statutes**”), if at any time the share capital of the Company is divided into different classes of shares, the rights attached to any class may be varied either with the consent in writing of the holders of three-quarters in nominal value of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class (but not otherwise) and may be so varied either whilst the Company is a going concern or during or in contemplation of a winding-up. At every such separate general meeting the necessary quorum shall be at least two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question (but at any adjourned meeting any holder of shares of the class present in person or by proxy shall be a quorum), any holder of shares of the class present in person or by proxy may demand a poll and every such holder shall on a poll have one vote for every share of the class held by that person. Where the rights of some only of the shares of any class are to be varied, the foregoing provisions apply as if each group of shares of the class differently treated formed a separate class whose rights are to be varied.

3.3 Alteration of share capital

The Company may by ordinary resolution:

- (a) consolidate and divide all or any of its share capital into shares of larger nominal value than its existing shares;
- (b) sub-divide its shares, or any of them, into shares of smaller nominal value than its existing shares; and
- (c) determine that, as between the shares resulting from such a sub-division, one or more shares may, as compared with the others, have any such preferred, deferred or other rights or be subject to any such restrictions as the Company has power to attach to unissued or new shares.

Subject to the provisions of the Companies Act, the Uncertificated Securities Regulations and every other statute, enactment or regulations for the time being in force concerning companies and affecting the Company relating to authority, pre-emption rights and otherwise, and of any resolution of the Company in general meeting passed pursuant thereto, all existing shares of the Company shall be at the disposal of the Directors and they may allot (with or without conferring a right of renunciation), grant options over, offer or otherwise deal with or dispose of such shares to such persons, at such times and generally on such terms and conditions as the Directors think proper.

3.4 *Issue of shares*

Subject to the provisions of the Companies Act and without prejudice to any rights attaching to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine (or if the Company has not so determined, as the Directors may determine).

3.5 *Dividends*

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

Subject to the rights of persons (if any) entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. If any share is issued on terms that it ranks for dividends as from a particular date, it shall rank for dividends accordingly. In any other case, dividends shall be apportioned and paid proportionately to the amount paid up on the shares during any portion(s) of the period in respect of which the dividend is paid.

3.6 *Voting rights*

Subject to any rights or restrictions attached to any shares, on a show of hands every shareholder present in person has one vote and every proxy present who has been duly appointed by a shareholder entitled to vote has one vote, and on a poll every shareholder (whether present in person or by proxy) has one vote for every share held by that shareholder. A shareholder entitled to more than one vote need not, if the shareholder votes, use all that shareholder's votes or cast all the votes used the same way. In the case of joint holders, the vote of the senior who tenders a vote shall be accepted to the exclusion of the vote of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the Register.

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

Where a shareholder vote is required to be taken in accordance with the Listing Rules, that vote must be decided by a resolution of the holders of the shares that have been admitted to the premium listing. Where the provisions of the Listing Rules require that any resolution must, in addition, be approved by the independent shareholders (as defined in the Listing Rules), only independent shareholders who hold shares that have a premium listing shall be entitled to vote on the relevant resolution.

3.7 *Transfer of shares*

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

In their absolute discretion, the Directors may refuse to register the transfer of a share in certificated form which is not fully paid provided that if the share is admitted to trading on a market of the London Stock Exchange, such refusal does not prevent dealings in the shares from taking place on an open and proper basis. The Directors may also refuse to register a transfer of a share in certificated form unless the instrument of transfer:

- is lodged, duly stamped, at the registered office of the Company or such other place as the Directors may appoint and is accompanied by the certificate for the share to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
- is in respect of only one class of share; and
- is not in favour of more than four transferees.

The Directors may refuse to register a transfer of a share in uncertificated form in any case where the Company is entitled to refuse to register the transfer under the CREST Regulations provided that such refusal does not prevent dealings in the shares from taking place on an open and proper basis.

If the Directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the Company or, in the case of an uncertificated share, the date on which the appropriate instruction was received by or on behalf of the Company in accordance with the CREST Regulations send to the transferee notice of refusal.

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

If at any time the holding or beneficial ownership of any shares in the Company by any person (whether on its own or taken with other shares), in the opinion of the Directors: (i) would cause the assets of the Company to be treated as “plan assets” of any Benefit Plan Investor; (ii) would or might result in the Company and/or its shares and/or any of its appointed portfolio managers or investment advisers being required to be registered or qualified under the US Investment Company Act and/or the US Investment Advisers Act of 1940 and/or the US Securities Act and/or the US Exchange Act of 1934 and/or any similar legislation (in any jurisdiction) that regulates the offering and sale of securities; (iii) may cause the Company not to be considered a “Foreign Private Issuer” under the US Exchange Act of 1934; (iv) may cause the Company to be a “controlled foreign corporation” for the purpose of the US Tax Code; or (v) 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), then the Directors may declare the Shareholder in question a “**Non-Qualified Holder**” and the Directors may require that any shares held by such Shareholder (“**Prohibited Shares**”) (unless the Shareholder concerned satisfies the Directors that that Shareholder is not a Non-Qualified Holder) be transferred to another person who is not a Non-Qualified Holder, failing which the Company may itself dispose of such Prohibited Shares at the best price reasonably obtainable and pay the net proceeds to the former holder.

3.8 *Distribution of assets on a winding-up*

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

3.9 *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 that shareholder under section 793 of the Companies Act by the Company in relation to that shareholder's interest in shares (the "default shares") within 28 days of the notice (or, where the default shares represent at least 0.25 per cent. of their class, 14 days of the notice), sanctions shall apply unless the Directors determine otherwise. The sanctions available are the suspension of the right to attend or vote (whether in person or by representative or proxy) at any general meeting or any separate meeting of the holders of any class or on any poll and, where the default shares represent at least 0.25 per cent. of their class (excluding treasury shares), the withholding of any dividend payable in respect of those shares and the restriction of the transfer of those shares (subject to certain exceptions).

3.10 *Untraced shareholders*

Subject to various notice requirements, the Company may sell any of a shareholder's shares if, during a period of 12 years, at least three dividends (either interim or final) on such shares have become payable and no cheque for amounts payable in respect of such shares has been presented and no warrant or other method of payment has been effected and no communication has been received by the Company from the shareholder or person concerned.

3.11 *Appointment of Directors*

Unless the Company determines otherwise by ordinary resolution, the number of Directors (other than alternate Directors) shall not be subject to any maximum but shall not be less than two.

Subject to the Articles, the Company may by ordinary resolution appoint a person who is willing to act as, and is permitted by law to do so, to be a Director either to fill a vacancy or as an additional Director. The Directors may appoint a person who is willing to act, and is permitted by law to do so, to be a Director, either to fill a vacancy or as an additional Director. A person appointed as a Director by the other Directors is required to retire at the Company's next annual general meeting and shall then be eligible for reappointment. All Directors are subject to annual re-election.

3.12 *Powers of Directors*

The business of the Company shall be managed by the Directors who, subject to the provisions of the Articles and to any directions given by special resolution to take, or refrain from taking, specified action, may exercise all the powers of the Company.

Any Director may appoint any other Director, or any other person approved by resolution of the Directors and willing to act and permitted by law to do so, to be an alternate Director.

3.13 *Voting at board meetings*

No business shall be transacted at any meeting of the Directors unless a quorum is present and the quorum may be fixed by the Directors; unless so fixed at any other number the quorum shall be two. A Director shall not be counted in the quorum present in relation to a matter or resolution on which that Director is not entitled to vote but shall be counted in the quorum present in relation to all other matters or resolutions considered or voted on at the meeting. An alternate Director, who is not a Director, shall, if the alternate's appointor is not present, be counted in the quorum.

Questions arising at a meeting of the Directors shall be decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall have a second or casting vote.

Members of the Board or of any committee thereof may participate in a meeting of the Board or of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other, by a series of telephone calls from the chairman of the meeting or by exchange of communications in electronic form addressed to the chairman of the meeting.

3.14 *Restrictions on voting*

Subject to any other provision of the Articles, a Director shall not vote at a meeting of the Directors on any resolution concerning a matter in which that Director has, directly or indirectly, a material interest (other than an interest in shares, debentures or other securities of, or otherwise in or through, the Company) unless the Director's interest arises only because the case falls within certain limited categories specified in the Articles.

3.15 *Directors' interests*

Subject to the provisions of the Companies Act and provided that the Director has disclosed to the other Directors the nature and extent of any material interest of his, a Director, notwithstanding the Director's office, may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested and may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is interested.

3.16 *Indemnity*

Subject to the provisions of the Companies Act, the Company may indemnify any person who is a Director, secretary or other officer (other than an auditor) of the Company, against (a) any liability whether in connection with any negligence, default, breach of duty or breach of trust by that person in relation to the Company or any associated company or (b) any other liability incurred by or attaching to that person in the actual or purported execution and/or discharge of that person's duties and/or the exercise or purported exercise of that person's powers and/or otherwise in relation to or in connection with that person's duties, powers or office; and purchase and maintain insurance for any person who is a Director, secretary or other officer (other than an auditor) of the Company in relation to anything done or omitted to be done or alleged to have been done or omitted to be done as Director, secretary or officer.

3.17 *General meetings*

In the case of the annual general meeting, twenty-one clear days' notice at the least shall be given to all the members and to the auditors. All other general meetings shall also be convened by not less than twenty-one clear days' notice to all those members and to the auditors unless the Company offers members an electronic voting facility and a special resolution reducing the period of notice to not less than fourteen clear days has been passed in which case a general meeting may be convened by not less than fourteen clear days' notice in writing.

No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a shareholder or a proxy for a shareholder or a duly authorised representative of a corporation which is a shareholder (including for this purpose two persons who are proxies or corporate representatives of the same shareholder), shall be a quorum.

A shareholder is entitled to appoint another person as that shareholder's proxy to exercise all or any of that shareholder's rights to attend and to speak and vote at a meeting of the Company. A shareholder may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that shareholder. Subject to the provisions of the Companies Act, any corporation (other than the Company itself) which is a shareholder may, by resolution of its directors or other governing body, authorise such person(s) to act as its representative(s) at any meeting of the Company, or at any separate meeting of the holders of any class of shares.

Delivery of an appointment of proxy shall not preclude a shareholder from attending and voting at the meeting or at any adjournment of it.

Directors may attend and speak at general meetings and at any separate meeting of the holders of any class of shares, whether or not they are shareholders.

A poll on a resolution may be demanded at a general meeting either before a vote on a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared. A poll may be demanded by the chairman or by: (a) not less than five

members having the right to vote at the meeting; or (b) a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or (c) a member or members holding shares conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

The Directors may resolve to enable persons entitled to attend and participate in a general meeting to do so (wholly or partly) by simultaneous means and participation by means of a device, system, procedure, method or facility providing electronic means of attendance at or participation in (or both attendance at and participation in) a general meeting (an “**Electronic Facility**”) and to determine the means, or all different means, of attendance and participation used in relation to the general meeting. A resolution put to the vote at a general meeting held wholly or partly by means of an Electronic Facility (or facilities) shall be decided on a poll, which poll votes may be cast by such electronic means as the Directors, in their sole discretion, deem appropriate for the purposes of the meeting.

Nothing in the Articles will prevent the Company from holding physical general meetings.

3.18 **C Shares and Deferred Shares**

The rights and restrictions attaching to the C Shares and the Deferred Shares arising on their conversion are summarised below.

- (1) The following definitions apply for the purposes of this paragraph 3.18 only:

Calculation Date means the earliest of the:

- (i) close of business on the date to be determined by the Directors occurring not more than 10 Business Days after the day on which the AIFM shall have given notice to the Directors that at least 80 per cent. of the Net Proceeds (or such other percentage as may be agreed between the Directors and the AIFM) shall have been invested; or
- (ii) close of business on the date falling 12 calendar months after the allotment of the relevant class of C Shares or if such a date is not a Business Day the next following Business Day; or
- (iii) close of business on the day on which the Directors resolve that Force Majeure Circumstances have arisen or are imminent;

Conversion means conversion of a class of C Shares into Ordinary Shares and Deferred Shares in accordance with paragraph 3.18(7) below;

Conversion Date means the close of business on such Business Day as may be selected by the Directors falling not more than 20 Business Days after the Calculation Date;

Conversion Ratio is the ratio of the net asset value per C Share of the relevant class to the net asset value per Ordinary Share, which is calculated as:

$$\text{Conversion Ratio} = \frac{A}{B}$$

$$A = \frac{C-D}{E}$$

$$B = \frac{F - C - I - G + D + J}{H}$$

Where:

C is the aggregate of:

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

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

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

F is the aggregate of:

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

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

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

I is the aggregate of:

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

J is the amount (to the extent not otherwise deducted from the assets attributable to the Other Class(es) of C Shares) which, in the Directors' opinion, fairly reflects the amount of the liabilities of the Company attributable to the Other Class(es) of C Shares on the Calculation Date (including the amounts of any declared but unpaid dividends in respect of such C Shares),

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

Deferred Shares means deferred shares of £0.01 each in the capital of the Company arising on Conversion;

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

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

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

References to Ordinary Shareholders, C Shareholders, Redeemable Preference Shareholders and Deferred Shareholders should be construed as references to holders for the time being of Ordinary Shares, C Shares, Redeemable Preference Shares and Deferred Shares respectively.

- (2) The holders of the Ordinary Shares, the Redeemable Preference Shares, the C Shares and the Deferred Shares shall, subject to the provisions of the Articles, have the following rights to be paid dividends:
- (a) the Deferred Shares (to the extent that any are in issue and extant) shall entitle the holders thereof to a cumulative annual dividend at a fixed rate of one per cent. of the nominal amount thereof, the first such dividend (adjusted *pro rata temporis*) (the “**Deferred Dividend**”) being payable on the date six months after the Conversion Date on which such Deferred Shares were created in accordance with paragraph 3.18(7) (the “**Relevant Conversion Date**”) and thereafter on each anniversary of such date payable to the holders thereof on the register of members on that date as holders of Deferred Shares but shall confer no other right on the holders thereof to share in the profits of the Company. The Deferred Dividend shall not accrue or become payable in any way until the date six months after the Relevant Conversion Date and shall then only be payable to those holders of Deferred Shares registered in the register of members of the Company as holders of Deferred Shares on that date. It should be noted that given the proposed repurchase of the Deferred Shares as described below, it is not expected that any dividends will accrue or be paid on such shares;
 - (b) the C Shareholders of each class shall be entitled to receive in that capacity such dividends as the Directors may resolve to pay out of net assets attributable to the relevant class of C Shares and from income received and accrued which is attributable as determined by the Directors to the relevant class of C Shares;
 - (c) a holder of Redeemable Preference Shares shall be entitled (in priority to any payment of dividend on any other class of share) to a fixed cumulative preferential dividend of 0.01 per cent. per annum on the nominal amount of the Redeemable Preference Shares held by that person, such dividend to accrue annually and to be payable in respect of each accounting reference period of the Company within 21 days of the end of such period;

- (d) the Ordinary Shares shall confer the right to dividends declared in accordance with the Articles;
 - (e) the Ordinary Shares into which C Shares shall convert shall rank *pari passu* with the Existing Ordinary Shares for dividends and other distributions made or declared by reference to a record date falling after the Calculation Date; and
 - (f) no dividend or other distribution shall be made or paid by the Company on any of its shares (other than any Deferred Shares for the time being in issue) between the Calculation Date and the Conversion Date relating to such C Shares (both dates inclusive) and no such dividend shall be declared with a record date falling between the Calculation Date and the Conversion Date (both dates inclusive).
- (3) The holders of the Ordinary Shares, the Redeemable Preference Shares, the C Shares and the Deferred Shares shall, subject to the provisions of the Articles, have the following rights as to capital:
- (a) the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase by the Company of any of its shares) at a time when any C Shares are for the time being in issue and prior to the Conversion Date relating to such C Shares be applied (after having deducted therefrom an amount equivalent to (C-D) in respect of each class of C Shares in issue using the methods of calculation of C and D given in the definition of Conversion Ratio above save that the "Calculation Date" shall be such date as the liquidator may determine, which amount attributable to each class shall be applied amongst the C Shareholders of such class *pro rata* according to the nominal capital paid up on their holdings of C Shares) first, amongst the Redeemable Preference Shareholders *pro rata* according to the nominal capital paid up on their holdings of Redeemable Preference Shares and, second, amongst the existing Ordinary Shareholders *pro rata* according to the nominal capital paid up on their holdings of Existing Ordinary Shares, provided however that the holders of the Redeemable Preference Shares shall only receive an amount up to the capital paid up on such Redeemable Preference Shares and the Redeemable Preference Shares shall not confer the right to participate in any surplus remaining following payment of such amount; and
 - (b) the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase by the Company of any of its shares) at a time when no C Shares are for the time being in issue be applied as follows:
 - (i) first, if there are Deferred Shares in issue, in paying to the deferred shareholders £0.01 in aggregate in respect of every 1,000,000 Deferred Shares (or part thereof) of which they are respectively the holders; and
 - (ii) second, the surplus shall be divided, first, amongst the Redeemable Preference Shareholders *pro rata* according to the nominal capital paid up on their holdings of Redeemable Preference Shares and, second, amongst the Ordinary Shareholders *pro rata* according to the nominal capital paid up on their holdings of Ordinary Shares, provided however that the holders of the Redeemable Preference Shares shall only receive an amount up to the capital paid up on such Redeemable Preference Shares and the Redeemable Preference Shares shall not confer the right to participate in any surplus remaining following payment of such amount.
- (4) As regards voting:
- (a) the C Shares shall carry the right to receive notice of and to attend and vote at any general meeting of the Company. The voting rights of holders of C Shares will be the same as that applying to holders of Existing Ordinary Shares as set out in the Articles as if the C Shares and Existing Ordinary Shares were a single class; and
 - (b) the Deferred Shares and the Redeemable Preference Shares shall not carry any right to receive notice of or attend or vote at any general meeting of the Company.

- (5) The following provisions shall apply to the Deferred Shares:
- (a) C Shares shall be issued on such terms that the Deferred Shares arising upon their Conversion may be repurchased by the Company in accordance with the terms set out herein;
 - (b) immediately upon a Conversion, the Company shall repurchase all of the Deferred Shares which arise as a result of that Conversion for an aggregate consideration of £0.01 for every 1,000,000 Deferred Shares and the notice referred to in paragraph 3.18(8)(b) below shall be deemed to constitute notice to each C Shareholder of the relevant class (and any person or persons having rights to acquire or acquiring C Shares of the relevant class on or after the Calculation Date) that the relevant Deferred Shares shall be repurchased immediately upon the relevant Conversion for an aggregate consideration of £0.01 for every 1,000,000 Deferred Shares. On repurchase, each such Deferred Share shall be treated as cancelled in accordance with section 706 of the Companies Act without further resolution or consent; and
 - (c) the Company shall not be obliged to: (i) issue share certificates to the deferred shareholders in respect of the Deferred Shares; or (ii) account to any deferred shareholder for the repurchase moneys in respect of such Deferred Shares.
- (6) For so long as any C Shares are for the time being in issue, until Conversion of such C Shares and without prejudice to its obligations under applicable laws the Company shall:
- (a) procure that the Company's records, and bank and custody accounts shall be operated so that the assets attributable to the C Shares can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall, without prejudice to any obligations pursuant to applicable laws, procure that separate cash accounts, broker settlement accounts and investment ledger accounts shall be created and maintained in the books of the Company for the assets attributable to each class of C Shares in issue;
 - (b) allocate to the assets attributable to each class of C Shares in issue such proportion of the income, expenses and liabilities of the Company incurred or accrued between the date on which the Company first receives the Net Proceeds and the Calculation Date relating to each class of C Shares in issue (both dates inclusive) as the Directors consider to be attributable to the relevant C Shares; and
 - (c) give or procure the giving of appropriate instructions to the AIFM to manage the Company's assets so that such undertakings can be complied with by the Company.
- (7) A class of C Shares for the time being in issue shall be sub-divided and converted into new Ordinary Shares and Deferred Shares on the Conversion Date relating to such class of C Shares in accordance with the following provisions of this paragraph 3.18(7):
- (a) the Directors shall procure that within 10 Business Days of the Calculation Date:
 - (i) the Conversion Ratio as at the Calculation Date and the numbers of new Ordinary Shares and Deferred Shares to which each C Shareholder of the relevant class shall be entitled on Conversion shall be calculated; and
 - (ii) the Auditors shall be requested to confirm that such calculations as have been made by the Company have, in their opinion, been performed in accordance with the Articles and are arithmetically accurate whereupon such calculations shall become final and binding on the Company and all holders of the Company's shares and any other securities issued by the Company which are converting into the Company's shares, subject to the proviso immediately after the definition of "J" in paragraph 3.18(1) above;
 - (b) the Directors shall procure that, as soon as practicable following such confirmation and in any event within 10 Business Days of the Calculation Date, a notice is sent to each C Shareholder of the relevant class, as applicable, advising such

C Shareholder of the Conversion Date, the Conversion Ratio and the numbers of new Ordinary Shares and Deferred Shares to which such C Shareholders will be entitled on Conversion;

- (c) on Conversion each C Share of the relevant class in issue as at the Conversion Date shall automatically sub-divide into 10 conversion shares of £0.01 each and such conversion shares of £0.01 each shall automatically convert into such number of new Ordinary Shares and Deferred Shares as shall be necessary to ensure that, upon such Conversion being completed:
 - (i) the aggregate number of new Ordinary Shares into which the same number of conversion shares of £0.01 each are converted equals the number of C Shares of the relevant class in issue on the Calculation Date multiplied by the Conversion Ratio (rounded down to the nearest whole new Ordinary Share); and
 - (ii) each conversion share of £0.01 which does not so convert into a new Ordinary Share shall convert into one Deferred Share;
- (d) the new Ordinary Shares and Deferred Shares arising upon Conversion shall be divided amongst the former C Shareholders of the relevant class *pro rata* according to their respective former holdings of C Shares of the relevant class (provided always that the Directors may deal in such manner as they think fit with fractional entitlements to new Ordinary Shares and Deferred Shares arising upon Conversion including, without prejudice to the generality of the foregoing, selling any new Ordinary Shares representing such fractional entitlements and retaining the proceeds for the benefit of the Company);
- (e) forthwith upon Conversion, the share certificates relating to the C Shares of the relevant class shall be cancelled and the Company shall issue to each relevant former C Shareholder of the relevant class new certificates in respect of the new Ordinary Shares which have arisen upon Conversion to which that person is entitled. Share certificates will not be issued in respect of the Deferred Shares; and
- (f) the Directors may make such adjustments to the terms and timing of Conversion as they in their discretion consider are fair and reasonable having regard to the interests of all Shareholders.

3.19 **Life of the Company**

The Articles contain a provision requiring the Directors to propose an ordinary resolution that the Company continue in existence as an investment company at the annual general meeting of the Company to be held in 2026 and, if passed, every five years thereafter. Upon such resolution not being passed, proposals will be put forward by the Directors within three months after the date of the resolution to the effect that the Company be wound up, liquidated, reconstructed or unitised.

4 **UK City Code on Takeovers and Mergers**

The Takeover Code applies to the Company.

Given the existence of the buyback powers described in the Registration Document, there are certain considerations that Shareholders should be aware of with regard to the Takeover Code.

Under Rule 9 of the Takeover Code, any person who acquires shares which, taken together with shares already held by him or shares held or acquired by persons acting in concert with him, carry 30 per cent. or more of the voting rights of a company which is subject to the Takeover Code, is normally required to make a general offer to all the remaining shareholders to acquire their shares. Similarly, when any person or persons acting in concert already hold more than 30 per cent. but not more than 50 per cent. of the voting rights of such company, a general offer will normally be required if any further shares increasing that person's percentage of voting rights are acquired.

Under Rule 37 of the Takeover Code when a company purchases its own voting shares, a resulting increase in the percentage of voting rights carried by the shareholdings of any person or group of persons acting in concert will be treated as an acquisition for the purposes of

Rule 9 of the Takeover Code. A shareholder who is neither a director nor acting in concert with a Director will not normally incur an obligation to make an offer under Rule 9 of the Takeover Code in these circumstances.

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

The buyback powers could have implications under Rule 9 of the Takeover Code for Shareholders with significant shareholdings. The buyback powers should enable the Company to anticipate the possibility of such a situation arising. Prior to the Board implementing any share buyback the Board will seek to identify any Shareholders who they are aware may be deemed to be acting in concert under note 1 of Rule 37 of the Takeover Code and will seek an appropriate waiver in accordance with note 3 of Rule 37. However, neither the Company, nor any of the Directors, nor the AIFM will incur any liability to any Shareholder(s) if they fail to identify the possibility of a mandatory offer arising or, if having identified such a possibility, they fail to notify the relevant Shareholder(s) or if the relevant Shareholder(s) fail(s) to take appropriate action.

If an offer is made for the shares or any class of shares in the capital of a company and if, within 4 months after the date of such offer, the offer is approved by shareholders comprising 90 per cent. in value of the shares affected (excluding any shares held as treasury shares) then the offeror may, within 2 months after the expiration of those 4 months, send an acquisition notice to any dissenting shareholders informing them that it wishes to acquire their shares (an “**Acquisition Notice**”). Where an Acquisition Notice is given, the offeror is then entitled and bound to acquire those shares on the terms on which the original offer, approved by the shareholders comprising 90 per cent. in value of the shares affected, was made.

5 Working capital

The Company is of the opinion that, taking into account the Minimum Net Proceeds, the working capital available to it is sufficient for its present requirements, that is for at least the next 12 months from the date of this Securities Note.

If the Minimum Net Proceeds are not raised, the Initial Issue may only proceed where a supplementary prospectus (including a working capital statement based on a revised minimum net proceeds figure) has been prepared in relation to the Company and approved by the FCA.

6 Capitalisation and indebtedness

As at the date of the Prospectus, the Company has no guaranteed, secured, unguaranteed or unsecured debt and no indirect or contingent indebtedness and there have been no material changes to the Company's capitalisation from the date of incorporation to the date of the Prospectus.

7 General

- 7.1 No application is being made for the Ordinary Shares to be dealt with in or on any stock exchange or investment exchange other than the main market of the London Stock Exchange.
- 7.2 Each of the Managers has entered into a lock-in deed with the Company dated 22 June 2021 (the “**Lock-in Deed**”), in respect of the Ordinary Shares to be acquired by them using the cash distributed to them (in respect of the carried interest entitlement) on the sale of the Retained Assets to the Company (such Ordinary Shares being “**Restricted Shares**”). Pursuant to the terms of this deed, each of the Managers has agreed that, subject to certain exceptions summarised below, he will not sell, grant options over or otherwise dispose of any interest in: (i) the first one-third of his Restricted Shares for a period of 12 months from the date of Initial Admission; (ii) the second one-third of his Restricted Shares for a period of 24 months from the date of Initial Admission; and (iii) the third one-third of his Restricted Shares for a period of 36 months from the date of Initial Admission.

The exceptions are: (i) any disposal of Restricted Shares with the prior written consent of the Company; (ii) any disposal of Restricted Shares pursuant to an acceptance of a general offer to all Shareholders made in accordance with the Takeover Code; (iii) any disposal of

Restricted Shares pursuant to a scheme of reconstruction under section 110 of the Insolvency Act 1986 in relation to the Company; (iv) any disposal of Restricted Shares at a time when the Ordinary Shares are no longer admitted to listing on the Official List or trading on the London Stock Exchange; (v) any disposal of Restricted Shares pursuant to an intervening court order; (vi) any disposal of Restricted Shares to or by the personal representatives of a Manager who dies during the lock-in period; (vii) any disposal of Restricted Shares following the passing of a resolution for the winding-up of the Company; (viii) any disposal of Restricted Shares following the termination of the Investment Management Agreement; (ix) any transfer of the legal title in the Restricted Shares to a nominee to hold such shares as nominee on behalf of a Manager; and (x) any pledge or creation of a charge over or creation of an encumbrance over any of the Restricted Shares in favour of a lender as collateral security to raise funds or to take a loan.

- 7.3 Pursuant to the terms of their Direct Subscriptions, each of the Limited Partners (including British Business Finance Limited, a wholly-owned subsidiary of British Business Bank plc) (and being for these purposes the “**Covenantors**”) has entered into lock-in arrangements with the Company in respect of the Ordinary Shares to be acquired by them in connection with the sale of the Initial Portfolio and the Retained Assets (such Ordinary Shares being “**Restricted Shares**”). Each of the Covenantors has confirmed that, subject to certain exceptions summarised below, they will not sell, grant options over or otherwise dispose of any interest in their Restricted Shares for a period of six months from (and including) the date of Admission of the relevant Restricted Shares.

The exceptions are: (i) any disposal of Restricted Shares with the prior written consent of the Company; (ii) any disposal of Restricted Shares pursuant to an acceptance of a general offer to all Shareholders made in accordance with the Takeover Code; (iii) any disposal of Restricted Shares pursuant to a scheme of reconstruction under section 110 of the Insolvency Act 1986 in relation to the Company; (iv) any disposal of Restricted Shares at a time when the Ordinary Shares are no longer admitted to listing on the Official List or trading on the London Stock Exchange; (v) any disposal of Restricted Shares pursuant to an intervening court order; (vi) any disposal of Restricted Shares to or by the personal representatives of a Covenantor who dies during the lock-in period; (vii) any disposal of Restricted Shares following the passing of a resolution for the winding-up of the Company; and (viii) any transfer of the legal title in the Restricted Shares to a nominee to hold such shares as nominee on behalf of a Covenantor.

- 7.4 Where third party information has been referenced in this Securities Note, the source of that third-party information has been disclosed. All information in this Securities Note that has been sourced from third parties has been accurately reproduced and, as far as the Company is aware and able to ascertain from information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading.

8 Intermediaries

The Intermediaries authorised at the date of this Securities Note to use the Prospectus in connection with the Intermediaries Offer are:

- AJ Bell Securities Ltd (T/A Youinvest), 4 Exchange Quay, Salford Quays, Manchester, M5 3EE;
- Equiniti Financial Services Ltd (T/A as Eqi), Aspect House, Spencer Rd, Lancing, West Sussex, BN99 6DA;
- Hargreaves Lansdown Asset Management, 1 College Square, Anchor Road, Bristol, BS1 5HL;
- Interactive Investor Services Limited, Exchange Court, Duncombe Street, Leeds, LS1 4AX;
- iDealing.com Limited, Finsbury House, 23 Finsbury Circus, London, EC2M 7EA; and
- Redmayne Bentley LLP, 9 Bond Court, Leeds, LS1 2JZ.

Dated: 22 June 2021

Part 5

Definitions

The following definitions apply throughout this Securities Note unless the context requires otherwise:

“Administrator”	Ocorian Administration (UK) Limited
“Admission”	admission of the Ordinary Shares to be issued pursuant to the Initial Issue or a Subsequent Issue: (i) to trading on the premium segment of the London Stock Exchange’s main market becoming effective in accordance with the LSE Admission Standards; and (ii) to the premium list of the Official List becoming effective in accordance with the Listing Rules
“AIFM” or “Seraphim”	Seraphim Space (Manager) LLP
“AIFMD” or “AIFM Directive”	the European Union’s Alternative Investment Fund Managers directive (No. 2071/61/EU) and all legislation made pursuant thereto, including, where applicable, the applicable implementing legislation and regulations in each member state of the European Union
“Application Forms” and each an “Application Form”	the Offer for Subscription Application Form
“Articles”	the articles of association of the Company
“Auditors”	BDO LLP
“Benefit Plan Investor”	a “benefit plan investor” (as defined in Section 3(42) of ERISA and any regulations promulgated thereunder), including without limitation: (a) any “employee benefit plan” as defined in Section 3(3) of ERISA that is subject to the provisions of Part 4 of Title I of ERISA; (b) a “plan” as defined in and subject to Section 4975 of the US Code, including an individual retirement account or other arrangement that is subject to Section 4975 of the US Code; and (c) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements by reason of any such plans’ investment in the entity, a “plan” that is subject to the prohibited transaction provisions of Section 4975 of the US Code, and entities the assets of which are treated as “plan assets” under Section 3(42) of ERISA by reason of investment therein by Benefit Plan Investors
“Business Day”	a day (excluding Saturdays and Sundays, or public holidays in England and Wales) on which banks generally are open for business in London for the transaction of normal business
“C Shares”	C shares in the capital of the Company having the rights and restrictions set out in paragraph 3.18 of Part 4 of this Securities Note; for the avoidance of doubt, there are no C Shares in issue as at the date of this document and the Company does not have the ability to issue C Shares under the Initial Issue or the Share Issuance Programme
“certificated” or “in certificated form”	not in uncertificated form
“Companies Act”	the Companies Act 2006 and any statutory modification or re-enactment thereof for the time being in force
“Company”	Seraphim Space Investment Trust plc
“Contract Note”	has the meaning ascribed to it in paragraph 1.4 of Part 6 of this Securities Note

“CREST”	the computerised settlement system operated by Euroclear which facilitates the transfer of title to shares in uncertificated form
“CREST Manual”	the compendium of documents entitled CREST Manual issued by Euroclear from time to time
“CREST Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001 No. 2001/3755), as amended
“Deutsche Bank”	Deutsche Bank AG, London Branch
“Direct Subscription”	a direct subscription by an investor to the Company for Ordinary Shares pursuant to the Initial Issue or the Share Issuance Programme, as applicable, and made pursuant to the Prospectus, including, where the context requires or permits, any direct subscription in connection with the sale of the Initial Portfolio or the Retained Assets
“Directors” or “Board”	the board of directors of the Company
“Disclosure Guidance and Transparency Rules”	the disclosure guidance and transparency rules contained within the FCA Handbook
“EEA”	European Economic Area
“ERISA”	US Employee Retirement Income Security Act of 1974, as amended
“EU”	the European Union
“EU Prospectus Regulation”	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC
“EUWA”	European Union (Withdrawal) Act 2018 (as amended)
“Euroclear”	Euroclear UK & Ireland Limited, being the operator of CREST
“Excluded Territories”	Australia, Canada, Japan, South Africa, the United States, any EEA member state and any other jurisdiction where the availability of the Initial Issue or the Subsequent Issue (as applicable) would breach any applicable law
“FATCA”	the US Foreign Account Tax Compliance Act
“FCA”	the Financial Conduct Authority
“FCA Handbook”	the FCA handbook of rules and guidance as amended from time to time
“Founder Partner”	Seraphim Space (FP) LLP, a limited liability partnership with registration number OC402933
“FSMA”	the Financial Services and Markets Act 2000 (as amended) and any statutory modification or re-enactment thereof for the time being in force
“Future Registration Document”	any registration document required to be issued in the future by the Company and subject to separate approval by the FCA
“Future Securities Note”	a securities note to be issued in the future by the Company in respect of each issue, if any, of Ordinary Shares (other than pursuant to the Initial Issue, a Subsequent Placing or a Direct Subscription) made pursuant to the Registration Document and subject to separate approval by the FCA

“Future Summary”	a summary to be issued in future by the Company in respect of each issue, if any, of Ordinary Shares (other than pursuant to the Initial, Issue, a Subsequent Placing or a Direct Subscription) made pursuant to the Registration Document and subject to separate approval by the FCA
“General Partner”	Seraphim Space (General Partner) LLP, the general partner of the Seraphim Space Fund
“Gross Issue Proceeds”	the gross proceeds of the Initial Issue
“HMRC”	Her Majesty’s Revenue and Customs
“Initial Admission”	Admission of the Ordinary Shares issued pursuant to the Initial Issue
“Initial Issue”	the issue of Ordinary Shares pursuant to the Initial Placing, the Offer for Subscription, Direct Subscriptions and the Intermediaries Offer as described in Part 1 of this Securities Note
“Initial Placing”	the conditional placing of Ordinary Shares by Deutsche Bank and JPMC at the Issue Price pursuant to the Share Issuance Agreement as described in Part 1 of this Securities Note
“Initial Portfolio”	the initial portfolio to be acquired by the Company, pursuant to the Sale and Purchase Agreement, conditional on Initial Admission, details of which are set out in Part 4 of the Registration Document
“Intermediaries”	the entities listed in paragraph 8 of Part 4 of this Securities Note, together with any other intermediary (if any) that is appointed by the Company in connection with the Intermediaries Offer after the date of this Securities Note and “Intermediary” shall mean any one of them
“Intermediaries Offer”	the offer of Ordinary Shares by the Intermediaries to retail investors
“Intermediaries Offer Adviser”	Solid Solutions Associates (UK) Limited
“Intermediaries Terms and Conditions”	the terms and conditions in relation to the Intermediaries Offer
“Investment Management Agreement”	the investment management agreement dated 22 June 2021 between the Company and the AIFM, a summary of which is set out in paragraph 8.3 of Part 7 of the Registration Document
“ISA”	a UK individual savings account
“Issue Price”	100 pence per Ordinary Share
“Joint Bookrunners”	Deutsche Bank and JPMC
“JPMC”	J.P. Morgan Securities plc (which conducts its UK investment banking activities as J.P. Morgan Cazenove)
“Limited Partners”	means the limited partners of the Seraphim Space Fund, including, where the context requires or permits, the Managers
“Listing Rules”	the listing rules made by the FCA pursuant to Part VI of the FSMA
“Lock-in Deed”	the lock-in deed between the Company and the Managers dated 22 June 2021, a summary of which is set out in paragraph 7.2 of Part 4 of this Securities Note and in paragraph 8.4 of Part 7 of the Registration Document
“London Stock Exchange”	London Stock Exchange plc
“LSE Admission Standards”	the admission and disclosure standards published by the London Stock Exchange

“Managers”	means Mark Boggett, James Bruegger and Rob Desborough
“Member State”	any member state of the European Economic Area
“MiFID II Product Governance Requirements”	has the meaning given to it on page 10 of this Securities Note
“Minimum Gross Proceeds”	the minimum gross proceeds of the Initial Issue, being £126.1 million
“Minimum Net Proceeds”	the minimum net proceeds of the Initial Issue, expected to be approximately £123.6 million and calculated as the Minimum Gross Proceeds less the costs and expenses of the Initial Issue
“Money Laundering Regulations”	the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) 2017 Regulations S.I. 2017/692, as amended
“NAV” or “Net Asset Value”	the value, as at any date, of the assets of the Company after deduction of all its liabilities, determined in accordance with the accounting policies adopted by the Company from time to time
“NAV per Ordinary Share” or “Net Asset Value per Ordinary Share”	at any time the NAV attributable to the Ordinary Shares divided by the number of Ordinary Shares in issue (other than Ordinary Shares held in treasury) at the date of calculation
“Net Issue Proceeds”	the Gross Issue Proceeds less applicable fees and expenses of the Initial Issue
“Offer for Subscription”	the offer for subscription of Ordinary Shares at the Issue Price on the terms set out in Part 7 of this Securities Note
“Offer for Subscription Application Form”	the application form for use in connection with the Offer for Subscription set out at the end of this Securities Note
“Official List”	the Official List of the FCA
“Ordinary Shares”	ordinary shares of £0.01 each in the capital of the Company
“Placed Shares”	Ordinary Shares which are the subject of the Initial Placing or any Subsequent Placing
“Placee”	a person subscribing for Ordinary Shares under the Initial Placing and/or any Subsequent Placing
“Placing”	the Initial Placing and/or a Subsequent Placing (as applicable)
“Placing Confirmation”	has the meaning ascribed to it in paragraph 1.4 of Part 6 of this Securities Note
“PROD Sourcebook”	the Product Intervention and Product Governance Sourcebook contained in the FCA's Handbook of Rules and Guidance
“Prospectus”	this Securities Note, together with the Summary and Registration Document and any Future Registration Document, Future Summary or Future Securities Note
“Prospectus Regulation Rules”	the rules and regulations made by the FCA under Part VI of FSMA
“Receiving Agent”	Computershare Investor Services PLC
“Register”	the register of members of the Company
“Registrar”	Computershare Investor Services PLC
“Registration Document”	the registration document dated 22 June 2021 issued by the Company and approved by the FCA
“Regulation S”	Regulation S promulgated under the US Securities Act
“Relevant Member State”	each Member State which is bound by the EU Prospectus Regulation

“Restricted Shares”	Ordinary Shares which are subject to a lock-in period, as defined and described in paragraphs 7.2 and 7.3 of Part 4 of this Securities Note
“Retained Assets”	the assets to be transferred to the Company from the Seraphim Space Fund following Initial Admission, as described in Part 4 of the Registration Document
“RIS”	a regulatory information service authorised by the FCA to release regulatory announcements to the London Stock Exchange
“Sale and Purchase Agreement”	the agreement dated 22 June 2021 between the Company, the AIFM and the General Partner pursuant to which the Company will, conditional on Initial Admission, acquire the Initial Portfolio, a summary of which is set out in paragraph 8.10 of Part 7 of the Registration Document
“SDRT”	stamp duty reserve tax
“Securities Note”	this securities note dated 22 June 2021 issued by the Company in respect of the Ordinary Shares made available pursuant to the Registration Document accompanying this Securities Note and approved by the FCA
“Seraphim Space Fund”	Seraphim Space LP, an English limited partnership registered under the Limited Partnerships Act 1907 at Companies House with registered number LP017106
“Share Issuance Agreement”	the Share Issuance Agreement dated 22 June 2021 between the Company, the AIFM, the Directors, Deutsche Bank and JPMC, a summary of which is set out in paragraph 8.1 of Part 7 of the Registration Document
“Share Issuance Programme”	the proposed programme of Subsequent Issues of Ordinary Shares on the terms set out in this Securities Note (and any Future Securities Note)
“Share Issuance Programme Price”	the applicable price at which Ordinary Shares will be issued pursuant to a Subsequent Issue as described in this Securities Note
“Shareholder”	a holder of Ordinary Shares
“SIPP”	a UK self-invested personal pension scheme
“Space Tech”	means, in the context of a business, an organisation which relies on space-based connectivity or precision, navigation and timing signals or whose technology or services are already addressing, originally derived from, or of potential benefit to the space sector
“SSAS”	a UK small self-administered pension scheme
“Subsequent Admission”	Admission of any Ordinary Shares issued pursuant to a Subsequent Issue
“Subsequent Issue”	any Subsequent Placing, open offer, offer for subscription, Direct Subscription and/or intermediaries offer of Ordinary Shares pursuant to the Share Issuance Programme
“Subsequent Placing”	any placing of Ordinary Shares pursuant to the Share Issuance Programme described in this Securities Note
“Subsequent Sale and Purchase Agreements”	the four, individual sale and purchase agreements dated 22 June 2021 between the Company, the AIFM and the General Partner, pursuant to which the Company will acquire each Retained Asset, a summary of which is set out in paragraph 8.11 of Part 7 of the Registration Document

“Summary”	the summary dated 22 June 2021 issued by the Company pursuant to the Registration Document and approved by the FCA
“Takeover Code”	the UK City Code on Takeovers and Mergers
“Target Market Assessment”	has the meaning given to it on page 10 of this Securities Note
“UK Market Abuse Regulation”	Regulation (EU) No.596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse as it forms part of the domestic law of the United Kingdom by virtue of the EUWA
“UK MiFID II”	the UK’s implementation of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (MiFID), together with the UK version of Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (MiFIR), which forms part of the domestic law of the United Kingdom by virtue of the EUWA
“UK MiFID II Delegated Regulation”	Commission Delegated Regulation (EU) 2017/565 of 25 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive, as it forms part of the domestic law of the United Kingdom by virtue of the EUWA
“UK PRIIPs Regulation”	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, together with its implementing and delegated acts, as they form part of the domestic law of the United Kingdom by virtue of the EUWA
“UK Prospectus Regulation”	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, as it forms part of the domestic law of the United Kingdom by virtue of the EUWA
“uncertificated” or “in uncertificated form”	a share recorded on the Register as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST
“Underlying Applicants”	investors who wish to acquire Ordinary Shares under the Intermediaries Offer who are clients of any Intermediary
“United Kingdom” or “UK”	the United Kingdom of Great Britain and Northern Ireland
“United States” or “US”	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia
“US Code”	US Internal Revenue Code, as amended
“US Exchange Act”	US Securities Exchange Act of 1934, as amended
“US Investment Company Act”	US Investment Company Act of 1940, as amended
“US Securities Act”	US Securities Act of 1933, as amended

Part 6

Terms and conditions of application under the Initial Placing and any Subsequent Placing under the Share Issuance Programme

1 Introduction

- 1.1 Participation in the Initial Placing and/or any Subsequent Placing is only available to persons who are invited to participate by Deutsche Bank and/or JPMC. These terms and conditions apply to persons making an offer to subscribe for Placed Shares under the Initial Placing and/or Placed Shares under any Subsequent Placing. The Placee hereby agrees with the Joint Bookrunners and the Company to be bound by these terms and conditions as being the terms and conditions upon which the Placed Shares will be sold under the Initial Placing and/or Subsequent Placing (as applicable). A Placee shall, without limitation, become so bound if a Joint Bookrunner confirms its allocation of Placed Shares under the relevant Placing to such Placee.
- 1.2 Upon being notified of its allocation of Placed Shares under the Initial Placing or a Subsequent Placing, a Placee shall, subject to the provisions of paragraph 7 of this Part 6, be contractually committed to acquire the number of Placed Shares allocated to them at the Issue Price or the relevant Share Issuance Programme Price (as applicable) and to the fullest extent permitted by law, will be deemed to have agreed not to exercise any rights to rescind or terminate or otherwise withdraw from such commitments. Dealing may not begin before any notification is made.
- 1.3 The Company and/or Deutsche Bank and/or JPMC may require any Placee to agree to such further terms and/or conditions and/or give such additional warranties and/or representations as it/they (in its/their absolute discretion) see(s) fit and/or may require any such Placee to execute a separate placing letter (for the purposes of this Part 6, a **"Placing Letter"**). The terms of this Part 6 will, where applicable, be deemed to be incorporated into that Placing Letter.
- 1.4 The commitment to acquire Ordinary Shares under the Initial Placing and/or a Subsequent Placing will be agreed orally with Deutsche Bank and/or JPMC as agent for the Company and be further evidenced in a contract note (**"Contract Note"**) or placing confirmation (**"Placing Confirmation"**).

2 Agreement to acquire Placed Shares

- 2.1 A Placee agrees to become a member of the Company and agrees to subscribe for those Placed Shares allocated to it at the Issue Price or the relevant Share Issuance Programme Price (as applicable), conditional on (amongst other things):
 - (a) the Share Issuance Agreement becoming wholly unconditional in respect of the relevant Placing (save for any condition relating to Admission) and not having been terminated in accordance with its terms prior to the relevant Admission;
 - (b) (in respect of the Initial Placing) Initial Admission becoming effective by not later than 8.00 a.m. on 14 July 2021 (or such later time and/or date as Deutsche Bank, JPMC and the Company may agree, being not later than 31 August 2021) and (in respect of any Subsequent Placing) the relevant Subsequent Admission occurring not later than 8.00 a.m. on such date as may be agreed between the Company, Deutsche Bank and JPMC prior to the closing of the Subsequent Placing, not being later than 21 June 2022;
 - (c) in respect of the Initial Placing, the Minimum Gross Proceeds (or such lesser amount as the Company, the AIFM, Deutsche Bank and JPMC may agree) being raised;
 - (d) in the case of a Subsequent Placing, to the extent required by Article 23(1) of the UK Prospectus Regulation, a valid supplementary prospectus being published by the Company and the Share Issuance Programme Price being determined by the Directors; and
 - (e) a valid Future Summary and/or Future Securities Note and/or Future Registration Document and/or supplementary prospectus being published by the Company if such is required by the Prospectus Regulation Rules.

If the Minimum Gross Proceeds (or such lesser amount as the Company, the AIFM, Deutsche Bank and JPMC may agree) are not raised, the Initial Placing will lapse and all proceeds will be returned to Placees without interest and at the Placees' risk. If the Minimum Gross Proceeds are not raised, the Initial Issue may only proceed where a supplementary prospectus (including a working capital statement based on a revised minimum proceeds figure) has been prepared in relation to the Company and approved by the FCA.

- 2.2 The number of Placed Shares issued to such Placee under the Initial Placing or Subsequent Placing (as applicable) shall be in accordance with the arrangements described above, subject to the provisions of paragraph 7 of this Part 6 with respect to Placed Shares.
- 2.3 If any of the relevant conditions set out in the Share Issuance Agreement is not fulfilled or, where permitted, waived to the extent permitted by law or regulation in accordance with the Share Issuance Agreement, or the Share Issuance Agreement is terminated in accordance with its terms, the relevant Placing will lapse and the Placee's rights and obligations shall cease and terminate at such time and each Placee agrees that no claim can be made by or on behalf of the Placee (or any person on whose behalf the Placee is acting) in respect thereof.
- 2.4 The commitments of Placees to subscribe for the number of Placed Shares allotted to them pursuant to the Initial Placing is subject to the right of the Company to clawback any or all of such Placed Shares in order to satisfy valid applications under the Offer for Subscription or the Intermediaries Offer.
- 2.5 To the fullest extent permitted by law, each Placee acknowledges and agrees that it will not be entitled to exercise any remedy of rescission at any time. This does not affect any other rights the Placee may have.

3 Payment for Placed Shares

- 3.1 Each Placee undertakes to pay the Issue Price or the relevant Share Issuance Programme Price (as applicable) for the Placed Shares issued to the Placee in the manner and by the time directed by Deutsche Bank and/or JPMC. If any Placee fails to pay as so directed and/or by the time required, the relevant Placee's application for Placed Shares may, at the discretion of Deutsche Bank and/or JPMC, either be rejected or accepted and, in the latter case, paragraph 3.2 of these terms and conditions shall apply.
- 3.2 Each Placee is deemed to agree that if it does not comply with its obligation to pay the Issue Price or the relevant Share Issuance Programme Price for the Placed Shares allocated to it in accordance with paragraph 3.1 of these terms and conditions and Deutsche Bank and/or JPMC elects to accept that Placee's application, the relevant Placee shall be deemed hereby to have irrevocably and unconditionally appointed Deutsche Bank and/or JPMC, as applicable, or any nominee of Deutsche Bank or JPMC as its agent to use its reasonable endeavours to sell (in one or more transactions) all or any of the Placed Shares allocated to the Placee on such Placee's behalf and retain from the proceeds, for Deutsche Bank's and/or JPMC's own account and profit, an amount equal to the aggregate amount owed by the Placee plus any interest due. The Placee will, however, remain liable and indemnify Deutsche Bank, JPMC and their respective affiliates for any shortfall below the aggregate amount owed by such Placee and it may be required to bear any tax (including stamp duty and/or stamp duty reserve tax) or any other liability whatsoever (together with any interest or penalties) which may arise upon the sale of such Placed Shares on such Placee's behalf.

4 Representations and warranties

By agreeing to subscribe for Placed Shares under the Initial Placing and/or any Subsequent Placing, each Placee which enters into a commitment to subscribe for such Placed Shares will (for itself and any person(s) procured by it to subscribe for Placed Shares and any nominee(s) for any such person(s)) be deemed to understand, undertake, represent, warrant and acknowledge to each of the Company, the AIFM, the Registrar, Deutsche Bank and JPMC in respect of the relevant Placing that:

- 4.1 in agreeing to subscribe for Placed Shares under the Placing, it is relying solely on the Prospectus and any supplementary prospectus issued by the Company and not on any other information given, or representation or statement made at any time, by any person concerning

the Company, the Ordinary Shares and/or the Placing. It agrees that none of the Company, the AIFM, Deutsche Bank, JPMC or the Registrar, nor any of their respective officers, members, agents, employees or affiliates, will have any liability for any other information or representation. It irrevocably and unconditionally waives any rights it may have against any such persons in respect of any other information or representation;

- 4.2 if the laws of any territory or jurisdiction outside the United Kingdom are applicable to its agreement to subscribe for Placed Shares under the Placing, it warrants that it has complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with its application in any such territory or jurisdiction and that it has not taken any action or omitted to take any action which will or might reasonably be expected to result in the Company, the AIFM, Deutsche Bank, JPMC or the Registrar or any of their respective officers, agents, members, employees or affiliates acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside the United Kingdom in connection with the Placing;
- 4.3 it has carefully read and understands the Prospectus and any supplementary prospectus issued by the Company in its entirety and understands and acknowledges that it is acquiring Placed Shares on the terms and subject to the conditions set out in this Part 6 and, as applicable, the Contract Note or Placing Confirmation, Placing Letter (if any) and the Articles as in force at the date of the relevant Admission and agrees that in accepting a participation in the Placing it has had access to all information it believes necessary or appropriate in connection with its decision to subscribe for the Placed Shares;
- 4.4 it has the power and authority to subscribe for Placed Shares under the Placing and to execute and deliver all documents necessary for such subscription;
- 4.5 it has not relied on Deutsche Bank or JPMC or any person affiliated with Deutsche Bank or JPMC in connection with any investigation of the accuracy of any information contained in the Prospectus and/or any supplementary prospectus issued by the Company and it has relied on its own investigation with respect to the Placed Shares and the Company in connection with its investment decision;
- 4.6 the content of the Prospectus and any supplementary prospectus issued by the Company is exclusively the responsibility of the Company and its Directors, and neither Deutsche Bank nor JPMC nor any person acting on behalf of either one of them nor any of their respective affiliates are responsible for or shall have any liability for any information, representation or statement contained in the Prospectus or any supplementary prospectus issued by the Company or any information published by or on behalf of the Company and will not be liable for any decision by a Placee to participate in the Placing based on any information, representation or statement contained in the Prospectus or any supplementary prospectus issued by the Company or otherwise;
- 4.7 it acknowledges that no person is authorised in connection with the Placing to give any information or make any representation other than as contained in the Prospectus and any supplementary prospectus issued by the Company and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, the AIFM, Deutsche Bank or JPMC;
- 4.8 it is not applying as, nor is it applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in section 67, 70, 93 or 96 of the Finance Act 1986 (depository receipts and clearance services);
- 4.9 the price per Ordinary Share is fixed at the Issue Price or the Share Issuance Programme Price as applicable and is payable to Deutsche Bank or JPMC on behalf of the Company in accordance with the terms of this Part 6 and, as applicable, in the Contract Note or Placing Confirmation and the Placing Letter (if any);
- 4.10 it has the funds available to pay in full for the Ordinary Shares for which it has agreed to subscribe and that it will pay the total subscription in accordance with the terms set out in this Part 6 and, as applicable, as set out in the Contract Note or Placing Confirmation and the Placing Letter (if any) on the due time and date;

- 4.11 it accepts that none of the Ordinary Shares has been or will be registered under the laws of the United States or any other Excluded Territory. Accordingly, the Ordinary Shares may not be sold, issued or delivered, directly or indirectly, into or within the United States or any other Excluded Territory unless an exemption from any registration requirement is available;
- 4.12 if it is within the United Kingdom, it is a person who falls within Articles 49(2)(a) to (d) or 19(5) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 or it is a person to whom the Placed Shares may otherwise lawfully be offered under such Order and/or is a person who is a “professional client” or an “eligible counterparty” within the meaning of Chapter 3 of the FCA’s Conduct of Business Sourcebook or, if it is receiving the offer in circumstances under which the laws or regulations of a jurisdiction other than the United Kingdom would apply, it is a person to whom the Placed Shares may be lawfully offered under that other jurisdiction’s laws and regulations;
- 4.13 if it is a resident in the EEA: (a) it is a qualified investor within the meaning of Article 2(3) of the EU Prospectus Regulation; and (b) if that Relevant Member State has implemented the AIFMD, that it is a person to whom the Placed Shares may lawfully be marketed under the AIFMD or under the applicable implementing legislation (if any) of that Relevant Member State;
- 4.14 in the case of any Placed Shares acquired by a Placee as a financial intermediary within the EEA as that term is used in Article 5(1) of the EU Prospectus Regulation: (a) the Placed Shares acquired by it in the Placing have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant Member State other than qualified investors, as that term is defined in the EU Prospectus Regulation, or in circumstances in which the prior consent of Deutsche Bank and/or JPMC has been given to the offer or resale; or (b) where Placed Shares have been acquired by it on behalf of persons in any Relevant Member State other than qualified investors, the offer of those Placed Shares to it is not treated under the EU Prospectus Regulation as having been made to such persons;
- 4.15 it does not have a registered address in, and is not a citizen, resident or national of, any jurisdiction in which it is unlawful to make or accept an offer of the Placed Shares and it is not acting on a non-discretionary basis for any such person;
- 4.16 it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) relating to the Ordinary Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person and acknowledges and agrees that no documents are being issued by either Deutsche Bank or JPMC in its capacity as an authorised person under section 21 of FSMA and such documents may not therefore be subject to the controls which would apply if they were made or approved as a financial promotion by an authorised person;
- 4.17 it acknowledges that no action has been taken or will be taken in any jurisdiction other than the United Kingdom that would permit a public offering of the Ordinary Shares or possession of the Prospectus (and any supplementary prospectus issued by the Company), in any country or jurisdiction where action for that purpose is required;
- 4.18 it: (i) is entitled to subscribe for the Placed Shares under the laws of all relevant jurisdictions; (ii) has fully observed the laws of all relevant jurisdictions; (iii) has the requisite capacity and authority and is entitled to enter into and perform its obligations as a subscriber for Placed Shares and will honour such obligations; and (iv) has obtained all necessary consents and authorities to enable it to enter into the transactions contemplated hereby and to perform its obligations in relation thereto;
- 4.19 if it is outside the United Kingdom, neither the Prospectus nor any other offering, marketing or other material in connection with the Placing constitutes an invitation, offer or promotion to, or arrangement with, it or any person whom it is procuring to subscribe for Placed Shares pursuant to the Placing unless, in the relevant territory, such offer, invitation or other course of conduct could lawfully be made to it or such person and such documents or material could lawfully be provided to it or such person and Placed Shares could lawfully be distributed to and subscribed and held by it or such person without compliance with any unfulfilled approval, registration or other regulatory or legal requirements;

- 4.20 if the Placee is a natural person, such Placee is not under the age of majority (18 years of age in the United Kingdom) on the date of such Placee's agreement to subscribe for Placed Shares under the Placing and will not be any such person on the date any such agreement to subscribe under the Placing is accepted;
- 4.21 it has complied with and will comply with all applicable provisions of the Criminal Justice Act 1993, the UK Market Abuse Regulation and the Proceeds of Crime Act 2002 with respect to anything done by it in relation to the Placing and/or the Placed Shares;
- 4.22 it has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted the Prospectus or any other offering materials concerning the Placing or the Placed Shares to any persons within the United States, nor will it do any of the foregoing;
- 4.23 it represents, acknowledges and agrees to the representations, warranties and agreements as set out under the heading "United States purchase and transfer restrictions" in paragraph 7 below;
- 4.24 it acknowledges that neither Deutsche Bank nor JPMC nor any of their affiliates, nor any person acting on their behalf is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing or providing any advice in relation to the Placing and participation in the Placing is on the basis that it is not and will not be a client of Deutsche Bank or JPMC and that neither Deutsche Bank nor JPMC has any duties or responsibilities to it for providing the protections afforded to its clients or for providing advice in relation to the Placing or in respect of any representations, warranties, undertakings or indemnities otherwise required to be given by it in connection with its application under the Placing;
- 4.25 it acknowledges that where it is subscribing for Placed Shares for one or more managed, discretionary or advisory accounts, it is authorised in writing for each such account: (a) to subscribe for the Placed Shares for each such account; (b) to make on each such account's behalf the representations, warranties and agreements set out in this Securities Note; and (c) to receive on behalf of each such account any documentation relating to the Placing in the form provided by the Company and/or Deutsche Bank and/or JPMC, provided that where the Placee is acting in its capacity as a discretionary investment manager on behalf of its underlying clients (who include individuals and/or retail clients), then it is the discretionary investment manager that is to be regarded as the Placee for the purpose of the terms and conditions set out in this Part 6 and not the underlying client and, for the avoidance of doubt, the representations and warranties given are to be taken as made on behalf of the Placee itself and not their underlying client. It agrees that the provision of this paragraph shall survive any resale of the Placed Shares by or on behalf of any such account;
- 4.26 it acknowledges that, save in the event of fraud on the part of Deutsche Bank or any person acting on Deutsche Bank's behalf, neither Deutsche Bank, its ultimate holding companies nor any direct or indirect subsidiary undertakings of such holding companies, nor any of its directors, members, partners, officers and employees, shall be responsible or liable to a Placee or any of its clients for any matter arising out of its role as Sponsor, Joint Bookrunner or otherwise in connection with the Placing and that where any such responsibility or liability nevertheless arises as a matter of law the Placee and, if relevant, its clients, will immediately waive any claim against any of such persons which the Placee or any of its clients may have in respect thereof;
- 4.27 it acknowledges that, save in the event of fraud on the part of JPMC or any person acting on JPMC's behalf, neither JPMC, its ultimate holding companies nor any direct or indirect subsidiary undertakings of such holding companies, nor any of its directors, members, partners, officers and employees, shall be responsible or liable to a Placee or any of its clients for any matter arising out of its role as Joint Bookrunner or otherwise in connection with the Placing and that where any such responsibility or liability nevertheless arises as a matter of law the Placee and, if relevant, its clients, will immediately waive any claim against any of such persons which the Placee or any of its clients may have in respect thereof;
- 4.28 if it is acting as a "distributor" (for the purposes of UK MiFIR Product Governance Requirements and the MiFID II Product Governance Requirements):

- (a) it acknowledges that the Target Market Assessment undertaken by Deutsche Bank and JPMC does not constitute: (a) an assessment of suitability or appropriateness for the purposes of UK MiFIR and UK MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Ordinary Shares and each distributor is responsible for undertaking its own target market assessment in respect of the Ordinary Shares and determining appropriate distribution channels;
 - (b) notwithstanding any Target Market Assessment undertaken by Deutsche Bank and JPMC, it confirms that, other than where it is providing an execution-only service to investors, it has satisfied itself as to the appropriate knowledge, experience, financial situation, risk tolerance and objectives and needs of the investors to whom it plans to distribute the Ordinary Shares and that it has considered the compatibility of the risk/reward profile of such Ordinary Shares with the end target market;
 - (c) it acknowledges that the price of the Ordinary Shares may decline and investors could lose all or part of their investment; the Ordinary Shares offer no guaranteed income and no capital protection; and an investment in the Ordinary 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; and
 - (d) it agrees that if so required by Deutsche Bank and/or JPMC, it shall provide aggregate summary information on sales of the Ordinary Shares as contemplated under rule 3.3.30(R) of the PROD Sourcebook and information on the reviews carried out under rules 3.3.26(R) to 3.3.28(R) of the PROD Sourcebook;
- 4.29 it irrevocably appoints any director of the Company or Deutsche Bank or JPMC to be its agent and on its behalf (without any obligation or duty to do so), to sign, execute and deliver any documents and do all acts, matters and things as may be necessary for, or incidental to, its subscription for all or any of the Placed Shares for which it has given a commitment under the Placing, in the event of its own failure to do so;
- 4.30 it accepts that if the Placing does not proceed or the conditions to the Share Issuance Agreement are not satisfied or the Ordinary Shares for which valid applications are received and accepted are not admitted to the Official List and to trading on the London Stock Exchange's main market for any reason whatsoever then neither Deutsche Bank nor JPMC nor the Company, nor persons controlling, controlled by or under common control with any of them nor any of their respective employees, agents, officers, members, stockholders, partners or representatives, shall have any liability whatsoever to it or any other person;
- 4.31 in connection with its participation in the Placing it has observed all relevant legislation and regulations and it will not infringe any applicable law as a result of its agreement to acquire Placed Shares under the Placing;
- 4.32 it acknowledges that Deutsche Bank, JPMC and the Company are entitled to exercise any of their rights under the Share Issuance Agreement (including, without limitation, rights of termination) or any other right in their absolute discretion without any liability whatsoever to it;
- 4.33 the representations, undertakings and warranties contained in this Securities Note and, as applicable, in the Contract Note or Placing Confirmation and the Placing Letter (if any), are irrevocable. It acknowledges that Deutsche Bank, JPMC and the Company and their respective affiliates will rely upon the truth and accuracy of the foregoing representations, warranties and undertakings and it agrees that if any of the representations or warranties or undertakings made or deemed to have been made by its subscription of the Placed Shares are no longer accurate, it shall promptly notify Deutsche Bank, JPMC and the Company;
- 4.34 where it or any person acting on behalf of it is dealing with Deutsche Bank or JPMC, any money held in an account with Deutsche Bank or JPMC on behalf of it and/or any person acting on behalf of it will not be treated as client money within the meaning of the relevant rules and regulations of the FCA which therefore will not require Deutsche Bank or JPMC to segregate such money, as that money will be held by Deutsche Bank or JPMC under a banking relationship and not as trustee;

- 4.35 any of its clients, whether or not identified to Deutsche Bank or JPMC, will remain its sole responsibility and will not become clients of Deutsche Bank or JPMC for the purposes of the rules of the FCA or for the purposes of any other statutory or regulatory provision;
- 4.36 it accepts that the allocation of Placed Shares shall be determined by Deutsche Bank and JPMC in their absolute discretion (in consultation with the Company and the AIFM) and that Deutsche Bank and JPMC may scale down any commitments for this purpose on such basis as it may determine (which may not be the same for each Placee);
- 4.37 it authorises Deutsche Bank or JPMC, as the case may be, to deduct from the total amount subscribed under the Placing the aggregate commission (if any) payable on the number of Placed Shares allocated under the Placing;
- 4.38 the commitment to subscribe for Placed Shares on the terms set out in these terms and conditions will continue notwithstanding any amendment that may in the future be made to the terms of a Placing and that it will have no right to be consulted or require that its consent be obtained with respect to the Company's conduct of a Placing;
- 4.39 time shall be of the essence as regards its obligations to settle payment for the Placed Shares and to comply with its other obligations under the Placing;
- 4.40 its commitment to acquire Placed Shares will be agreed orally with Deutsche Bank or JPMC as agent for the Company and further evidenced in a Contract Note or Placing Confirmation that will be issued by Deutsche Bank or JPMC thereafter. That oral confirmation will constitute an irrevocable, legally binding commitment upon that person (who at that point will become a Placee) in favour of the Company and either Deutsche Bank or JPMC to subscribe for the number of Placed Shares allocated to it at the Issue Price or the Share Issuance Programme Price (as applicable) on the terms and conditions set out in this Part 6 and, as applicable, the Contract Note or Placing Confirmation and in accordance with the Articles in force at the date of Admission. Except with the consent of Deutsche Bank or JPMC, such oral commitment will not be capable of variation or revocation after the time at which it is made;
- 4.41 its allocation of Placed Shares under the Placing will be evidenced by the Contract Note or Placing Confirmation or Placing Letter (if any), as applicable, confirming: (i) the number of Placed Shares that such Placee has agreed to subscribe for; (ii) the aggregate amount that such Placee will be required to pay for such Placed Shares; and (iii) settlement instructions to pay Deutsche Bank or JPMC as agent for the Company. The terms of this Part 6 will be deemed to be incorporated into that Contract Note or Placing Confirmation or Placing Letter (if any); and
- 4.42 settlement of transactions in the Placed Shares following Admission will take place in CREST but each of Deutsche Bank and JPMC reserves the right in its absolute discretion to require settlement in certificated form if, in its opinion, delivery or settlement is not possible or practicable within the CREST system within the timescales previously notified to the Placee (whether orally, in the Contract Note or Placing Confirmation or otherwise) or would not be consistent with the regulatory requirements in any Placee's jurisdiction.

The Company reserves the right to reject all or part of any offer to purchase Placed Shares for any reason. The Company also reserves the right to sell fewer than all of the Ordinary Shares offered by the Prospectus or to sell to any purchaser fewer than all of the Placed Shares a purchaser has offered to purchase.

5 Money laundering

Each Placee:

- 5.1 represents and warrants that it has complied with and will at all times comply with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering Regulations and any other applicable law concerning the prevention of money laundering and, if it is making payment on behalf of a third party, that: (i) satisfactory evidence has been obtained and recorded by it to verify the identity of the third party; and (ii) arrangements have been entered into with the third party to obtain from the third party copies of any identification and verification data immediately on request as required by the Money Laundering Regulations and, in each case, agrees that

pending satisfaction of such obligations, definitive certificates (or allocation under the CREST system) in respect of the Ordinary Shares comprising the Placee's allocation may be retained at the discretion of Deutsche Bank and/or JPMC; and

- 5.2 acknowledges and agrees that, due to anti-money laundering requirements and the countering of terrorist financing requirements, Deutsche Bank and/or JPMC and/or the Company may require proof of identity and verification of the source of the payment before the application can be processed and that, in the event of delay or failure by the applicant to produce any information required for verification purposes, Deutsche Bank and/or JPMC and/or the Company may refuse to accept the application and the subscription moneys relating thereto. It holds harmless and will indemnify Deutsche Bank, JPMC and the Company against any liability, loss or cost ensuing due to the failure to process such application, if such information as has been required has not been provided by it or has not been provided on a timely basis.

6 Data protection

- 6.1 Each Placee acknowledges and agrees that it has been informed that, pursuant to the EU General Data Protection Regulation 2016/679 ("**EU GDPR**") and/or the EU GDPR as it forms part of the domestic law of the United Kingdom by virtue of the EUWA ("**UK GDPR**") and the UK Data Protection Act 2018 (as amended from time to time) (the "**DP Legislation**") the Company and/or the Registrar may hold personal data (as defined in the DP Legislation) relating to past and present Shareholders. Personal data may be retained on record for a period exceeding six years after it is no longer used (subject to any limitations on retention periods set out in applicable law). The Registrar will process such personal data at all times in compliance with DP Legislation and shall only process for the purposes set out in the Company's privacy notice, which is available for review on the Company's website at www.seraphim.vc/investors (the "**Privacy Notice**"), including for the purposes set out below (collectively, the "**Purposes**"), being to:
- (a) process the personal data to the extent and in such manner as is necessary for the performance of its obligations under its service contract, including as required by or in connection with the Placee's holding of Ordinary Shares, including processing personal data in connection with credit and money laundering checks on the Placee;
 - (b) communicate with the Placee as necessary in connection with its affairs and generally in connection with its holding of Ordinary Shares;
 - (c) comply with the anti-money laundering, tax, legal and regulatory obligations of the Company and/or the Registrar; and
 - (d) process the personal data for the Registrar's internal administration.
- 6.2 In order to meet the Purposes, it will be necessary for the Company and the Registrar to provide personal data to:
- (a) third parties located either within or outside of the United Kingdom (or the EEA, to the extent that the EU GDPR applies in respect of the personal data being shared), 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 Ordinary Shares; or
 - (b) its affiliates, the Company (in the case of the Registrar) or the AIFM and their respective associates, some of which may be located outside of the United Kingdom (or the EEA, to the extent that the EU GDPR applies in respect of the personal data being shared).
- 6.3 Any sharing of personal data by the Company or the Registrar with other parties will be carried out in accordance with the DP Legislation and as set out in the Company's Privacy Notice.
- 6.4 By becoming registered as a holder of Ordinary Shares a person becomes a data subject (as defined in the DP Legislation). In providing the Registrar with information, each Placee hereby represents and warrants to the Registrar that it has (i) notified any data subject of the Purposes for which personal data will be used and by which parties it will be used and it has provided a copy of the Company's Privacy Notice and any other data protection notice which has been provided by the Company and/or the Registrar; and (ii) where consent is legally required under applicable DP Legislation, it has obtained the consent of any data subject to

the Registrar and their respective associates holding and using their personal data for the Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Purposes set out above in this paragraph 6).

- 6.5 Each Placee acknowledges that by submitting personal data to the Registrar (acting for and on behalf of the Company) where the Placee is a natural person he or she has read and understood the terms of the Company's Privacy Notice.
- 6.6 Each Placee acknowledges that by submitting personal data to the Registrar (acting for and on behalf of the Company) where the Placee is not a natural person it represents and warrants that:
- (a) it has brought the Company's Privacy Notice to the attention of any underlying data subjects on whose behalf or account the Placee may act or whose personal data will be disclosed to the Company as a result of the Placee agreeing to subscribe for Ordinary Shares; and
 - (b) the Placee has complied in all other respects with all applicable data protection legislation in respect of disclosure and provision of personal data to the Company.
- 6.7 Where the Placee acts for or on account of an underlying data subject or otherwise discloses the personal data of an underlying data subject, he/she/it shall, in respect of the personal data it processes in relation to or arising in relation to the Placing:
- (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 Company and the Registrar, the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and
 - (d) it shall immediately on demand, fully indemnify each of the Company and the Registrar and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect loss and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company and/or the Registrar in connection with any failure by the Placee to comply with the provisions set out above.

7 United States purchase and transfer restrictions

- 7.1 By participating in any Placing, each Placee acknowledges and agrees that it will (for itself and any person(s) procured by it to subscribe for Placed Shares and any nominee(s) for any such person(s)) be further deemed to represent and warrant to each of the Company, the AIFM, the Registrar, Deutsche Bank and JPMC that:
- (a) it is either: (i) not located within the United States and is acquiring the Placed Shares in an offshore transaction meeting the requirements of Regulation S or (ii) a qualified institutional buyer (as defined in Rule 144A under the US Securities Act) ("**QIB**"), or a broker-dealer acting for the account of a QIB;
 - (b) if it is located in the United States, or a broker-dealer acting for the account of a person located in the United States, it:
 - (i) is acquiring the Placed Shares for its own account or for the account of another QIB, or it is a broker-dealer acting for the account of a QIB;
 - (ii) is aware that the securities are "restricted securities" within the meaning of Rule 144 (a)(3) under the US Securities Act and that, for so long as they remain "restricted securities", the Placed Shares may not be deposited, and agrees it will not deposit the Placed Shares, into any unrestricted depositary receipt facility established or maintained by a depositary bank;

- (iii) is aware that the Placed Shares are being offered in the United States only to QIBs in a transaction not involving any public offering in the United States within the meaning of the US Securities Act;
- (iv) understands and agrees that the Placed Shares may not be offered, sold, pledged or otherwise transferred, except (a) to the Company or a subsidiary thereof, (b) outside the United States in accordance with Regulation S, (c) to a person that the seller and any person acting on its behalf reasonably believe is a QIB purchasing for its own account or for the account of another QIB, (d) pursuant to an exemption from registration under the US Securities Act, or (e) pursuant to an effective registration statement under the US Securities Act; and
- (v) it understands that no representation can be made as to the availability of the exemption provided by Rule 144 for resales of the Placed Shares;
- (c) it acknowledges that the Placed Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold in the United States absent registration or an exemption from registration under the US Securities Act;
- (d) it acknowledges that the Company has not and will not be registered under the US Investment Company Act;
- (e) unless the Company expressly consents otherwise in writing, no portion of the assets used to purchase, and no portion of the assets used to hold, the Placed Shares or any beneficial interest therein constitutes or will constitute the assets of: (a) an “employee benefit plan” as defined in Section 3(3) of ERISA that is subject to Title I of ERISA; (b) a “plan” as defined in Section 4975 of the US Code, including an individual retirement account or other arrangement that is subject to Section 4975 of the US Code; or (c) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements that is subject to Title I of ERISA or Section 4975 of the US Code. In addition, if a Placee is a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the US Code, its purchase, holding, and disposition of the Placed Shares must not constitute or result in a non-exempt violation of any such substantially similar law;
- (f) if any Placed Shares are issued in certificated form, then such certificates evidencing ownership may contain a legend substantially to the following effect, unless otherwise determined by the Company in accordance with applicable law:

“THE SECURITIES OF SERAPHIM SPACE INVESTMENT TRUST PLC (THE “COMPANY”) REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED, OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. ACCORDINGLY, THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED INTO OR WITHIN THE UNITED STATES EXCEPT IN ACCORDANCE WITH THE US SECURITIES ACT OR AN EXEMPTION THEREFROM, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS.”;
- (g) if in the future the Placee decides to offer, sell, transfer, assign or otherwise dispose of its Placed Shares, it will do so only in compliance with an exemption from the registration requirements of the US Securities Act. It acknowledges that any sale, transfer, assignment, pledge or other disposal made other than in compliance with such laws and the above stated restrictions will be subject to the compulsory transfer provisions as provided in the Articles;
- (h) it is purchasing the Placed Shares for its own account or for one or more investment accounts for which it is acting as a fiduciary or agent, in each case for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the Placed Shares in any manner that would violate the US Securities Act, the US Investment Company Act or any other applicable securities laws;

- (i) it acknowledges that the Company reserves the right to make inquiries of any holder of the Placed Shares or interests therein at any time as to such person's status under US federal securities laws and to require any such person that has not satisfied the Company that holding by such person will not violate or require registration under US securities laws to transfer such Placed Shares or interests in accordance with the Articles;
 - (j) if it is located in the United States, or a broker-dealer acting for the account of a person located in the United States, it acknowledges and understands that the Company is required to comply with UK law and regulation implementing various intergovernmental agreements relating to the automatic exchange of information for international tax compliance ("**Exchange of Information Requirements**"). It agrees to furnish any information and documents, which the Company may from time to time request for the purpose of compliance with the Exchange of Information Requirements and it further consents to allowing and authorising the Company to disclose and supply any information, forms or documentation to HMRC (who may, if required, in turn pass it on to the tax authorities of any other relevant jurisdiction) and, to the extent relevant it shall procure that the beneficial owner of the Ordinary Shares provides such consent and authorisation to the Company in respect of any such information forms or documents relating to it;
 - (k) it is entitled to acquire the Placed Shares under the laws of all relevant jurisdictions which apply to it, it has fully observed all such laws and obtained all governmental and other consents which may be required thereunder and complied with all necessary formalities and it has paid all issue, transfer or other taxes due in connection with its acceptance in any jurisdiction of the Placed Shares and that it has not taken any action, or omitted to take any action, which may result in the Company, the AIFM, the Registrar, Deutsche Bank, JPMC or their respective directors, officers, members, agents, employees and advisers being in breach of the laws of any jurisdiction in connection with the Placing or its acceptance of participation in the Placing;
 - (l) it has received, carefully read and understands the Prospectus and any supplementary prospectus issued by the Company, and has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted the Prospectus and/or any supplementary prospectus issued by the Company or any other presentation or offering materials concerning the Placed Shares into or within the United States, nor will it do any of the foregoing; and
 - (m) if it is acquiring any Placed Shares as a fiduciary or agent for one or more accounts, the Placee has sole investment discretion with respect to each such account and full power and authority to make such foregoing representations, warranties, acknowledgements and agreements on behalf of each such account.
- 7.2 The Company, the AIFM, the Registrar, Deutsche Bank, JPMC and their respective directors, officers, members, agents, employees, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements.
- 7.3 If any of the representations, warranties, acknowledgments or agreements made by the Placee are no longer accurate or have not been complied with, the Placee will immediately notify the Company and the Joint Bookrunners.

8 Supply and disclosure of information

If Deutsche Bank, JPMC the Registrar or the Company or any of their agents request any information about a Placee's agreement to subscribe for Placed Shares under the Placing, such Placee must promptly disclose it to them and ensure that such information is complete and accurate in all respects.

9 Non-United Kingdom investors

- 9.1 If the Placee is outside the United Kingdom, neither the Prospectus nor any other offering, marketing or other material in connection with any Placing constitutes an invitation, offer or promotion to, or arrangement with, it or any person whom it is procuring to subscribe for Placed Shares pursuant to the Placing unless, in the relevant territory, such offer, invitation or

other course of conduct could lawfully be made to it or such person and such documents or materials could lawfully be provided to it or such person and Placed Shares could lawfully be distributed to and subscribed and held by it or such person without compliance with any unfulfilled approval, registration or other regulatory or legal requirements.

- 9.2 None of the Placed Shares has been or will be registered under the laws of the United States, Canada, Australia, the Republic of South Africa, Japan or any member state of the EEA. Accordingly, the Placed Shares may not be offered, sold, issued or delivered, directly or indirectly, into or within any of United States, Canada, Australia, the Republic of South Africa, Japan or any member state of the EEA or to any national, resident or citizen of the United States, Canada, Australia, the Republic of South Africa, Japan or any member state of the EEA unless an exemption from any registration requirement is available.
- 9.3 The Company reserves the right to treat as invalid any application for Placed Shares if it appears to the Company or its agents to have been entered into in a manner that may involve a breach of the securities legislation of any jurisdiction.

10 Miscellaneous

- 10.1 The rights and remedies of the Company, the AIFM, Deutsche Bank, JPMC and the Registrar under these terms and conditions are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.
- 10.2 On application, if a Placee is an individual, that Placee may be asked to disclose in writing or orally, his nationality. If a Placee is a discretionary fund manager, that Placee may be asked to disclose in writing or orally to Deutsche Bank and/or JPMC the jurisdiction in which its funds are managed or owned. All documents provided in connection with any Placing will be sent at the Placee's risk. They may be returned by post to such Placee at the address notified by such Placee.
- 10.3 Each Placee agrees to be bound by the Articles once the Placed Shares, which the Placee has agreed to subscribe for pursuant to any Placing, have been acquired by the Placee. The contract to subscribe for Placed Shares under any Placing and the appointments and authorities mentioned in the Prospectus and all disputes and claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of the Company, the AIFM, Deutsche Bank, JPMC and the Registrar, each Placee irrevocably submits to the jurisdiction of the courts of England and Wales and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum. This does not prevent an action being taken against the Placee in any other jurisdiction.
- 10.4 In the case of a joint agreement to subscribe for Placed Shares under any Placing, references to a "Placee" in these terms and conditions are to each of the Placees who are a party to that joint agreement and their liability is joint and several.
- 10.5 Deutsche Bank, JPMC and the Company expressly reserve the right to modify any Placing (including, without limitation, the timetable and settlement) at any time before allocations are determined. The Initial Placing and each Subsequent Placing are subject to the satisfaction of the conditions contained in the Share Issuance Agreement and the Share Issuance Agreement not having been terminated. Further details of the terms of the Share Issuance Agreement are contained in paragraph 8.1 of Part 7 of the Registration Document.

Part 7

Terms and conditions of application under the Offer for Subscription

1 Introduction

- 1.1 Ordinary Shares are available under the Offer for Subscription at a price of 100 pence per Ordinary Share. The Ordinary Shares will, when issued and fully paid, include the right to receive all dividends or other distributions made, paid or declared, if any, by reference to a record date after the date of their issue.
- 1.2 Applications to acquire Ordinary Shares must be made on the Application Form attached as Appendix 1 to this Securities Note or otherwise published by the Company.
- 1.3 It is a condition of application that (where applicable) a completed version of that form is provided with the Offer for Subscription Application Form before any application can be accepted.

2 Offer for Subscription to acquire Ordinary Shares

- 2.1 By completing and delivering an Application Form, you, as the applicant, and, if you sign the Application Form on behalf of another person or a corporation, that person or corporation:
 - (a) offer to subscribe for the amount specified in Box 1 on your Application Form, or any smaller amount for which such application is accepted, on the terms, and subject to the conditions, set out in this Securities Note, including these terms and conditions of application and the Articles;
 - (b) agree that, in consideration for the Company agreeing that it will not offer any Ordinary Shares to any person other than by means of the procedures referred to in this Securities Note, your application may not be revoked otherwise than in accordance with your statutory rights under Article 23(2) of the UK Prospectus Regulation and that this paragraph shall constitute a collateral contract between you and the Company which will become binding upon despatch by post to or, in the case of delivery by hand, on receipt by the Receiving Agent of your Application Form;
 - (c) undertake to pay the subscription amount specified in Box 1 on your Application Form in full on application and warrant that the remittance accompanying your Application Form will be honoured on first presentation and agree that if such remittance is not so honoured you will not be entitled to receive a share certificate for the Ordinary Shares applied for in certificated form or be entitled to commence dealing in Ordinary Shares applied for in uncertificated form or to enjoy or receive any rights in respect of such Ordinary Shares unless and until you make payment in cleared funds for such Ordinary Shares and such payment is accepted by the Receiving Agent (which acceptance shall be in its absolute discretion and on the basis that you indemnify the Receiving Agent, the Company, Deutsche Bank and JPMC against all costs, damages, losses, expenses and liabilities arising out of, or in connection with, the failure of your remittance to be honoured on first presentation) and the Company may (without prejudice to any other rights it may have) void the agreement to allot the Ordinary Shares and may allot them to some other person, in which case you will not be entitled to any refund or payment in respect thereof (other than the refund by a cheque drawn on a branch of a UK clearing bank to the bank account name from which they were first received at your risk of any proceeds of the remittance which accompanied your Application Form, without interest);
 - (d) agree that, where on your Application Form a request is made for Ordinary Shares to be deposited into a CREST account (a) the Receiving Agent may in its absolute discretion amend the form so that such Ordinary Shares may be issued in certificated form registered in the name(s) of the holder(s) specified in your Application Form (and recognise that the Receiving Agent will so amend the form if there is any delay in satisfying the identity of the applicant or the owner of the CREST account or in receiving your remittance in cleared funds); and (b) the Receiving Agent, the Company, Deutsche Bank or JPMC may authorise your financial adviser or whoever he or she may direct to

send a document of title for or credit your CREST account in respect of, the number of Ordinary Shares for which your application is accepted, and/or a crossed cheque for any monies returnable, by post at your risk to your address set out on your Application Form;

- (e) agree, in respect of applications for Ordinary Shares in certificated form (or where the Receiving Agent exercises its discretion pursuant to paragraph (d) of this paragraph 2.1 to issue Ordinary Shares in certificated form), that any share certificate to which you or, in the case of joint applicants, any of the persons specified by you in your Application Form may become entitled (and any monies returnable to you) may be retained by the Receiving Agent:
 - (i) pending clearance of your remittance;
 - (ii) pending investigation of any suspected breach of the warranties contained in paragraphs 6.1, 6.2, 6.3, 6.8, 6.13, 6.15 or 6.16 below or any other suspected breach of these terms and conditions of application; or
 - (iii) pending any verification of identity which is, or which the Receiving Agent considers may be, required for the purpose of the Money Laundering Regulations and any other regulations applicable thereto, and any interest accruing on such retained monies shall accrue to and for the benefit of the Company;
- (f) agree, on the request of the Receiving Agent, to disclose promptly in writing to it such information as the Receiving Agent may request in connection with your application and authorise the Receiving Agent to disclose any information relating to your application which it may consider appropriate;
- (g) agree that if evidence of identity satisfactory to the Receiving Agent is not provided to the Receiving Agent within a reasonable time (in the opinion of the Receiving Agent) following a request therefor, the Receiving Agent or the Company may terminate the agreement with you to allot Ordinary Shares and, in such case, the Ordinary Shares which would otherwise have been allotted to you may be re-allotted or sold to some other party and the lesser of your application monies or such proceeds of sale (as the case may be, with the proceeds of any gain derived from a sale accruing to the Company) will be returned by a cheque drawn on a branch of a UK clearing bank to the bank account name on which the payment accompanying the application was first drawn without interest and at your risk;
- (h) warrant and confirm that:
 - i. you are not a person engaged in money laundering;
 - ii. none of the monies or assets transferred or to be transferred to (or for the account of) the Company and its agents for the purposes of the subscription are or will be the proceeds of criminal activities or activities that would be criminal if carried out in the United Kingdom; and
 - iii. you are not a prohibited individual or entity or resident in a prohibited country or territory listed on the United States Department of Treasury's Office of Foreign Assets Control ("**OFAC**") website and that you are not directly or indirectly affiliated with any country, territory, individual or entity named on an OFAC list or prohibited by any OFAC sanctions programmes;
- (i) acknowledge that the key information document relating to the Ordinary Shares prepared by the AIFM pursuant to the UK PRIIPs Regulation can be provided to you in paper or by means of a website, but that where you are applying under the Offer for Subscription directly and not through an adviser or other intermediary, unless requested in writing otherwise, the lodging of an Application Form represents your consent to being provided the key information document via the Company's website (www.seraphim.vc/investors) 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 such key information document will be provided to you;
- (j) agree that you are not applying on behalf of a person engaged in money laundering;

- (k) undertake to ensure that, in the case of an Application Form signed by someone else on your behalf, the original of the relevant power of attorney (or a complete copy certified by a solicitor or notary) is enclosed with your Application Form together with full identity documents for the person so signing;
- (l) undertake to pay interest as described in paragraph 3.3 below if the remittance accompanying your Application Form is not honoured on first presentation;
- (m) authorise the Receiving Agent to procure that there be sent to you definitive certificates in respect of the number of Ordinary Shares for which your application is accepted or if you have completed section 4 on your Application Form or, subject to paragraph 2.1(d) above, to deliver the number of Ordinary Shares for which your application is accepted into CREST, and/or to return any monies returnable by a cheque drawn on a branch of a UK clearing bank to the bank account name from which such monies were first received without interest and at your risk;
- (n) confirm that you have read and complied with paragraph 8 below;
- (o) agree that all subscription cheques and payments will be processed through a bank account (the **"Acceptance Account"**) in the name of "CIS PLC re: Seraphim Space IT plc OFS" opened by the Receiving Agent;
- (p) agree that your Application Form is addressed to the Company and the Receiving Agent; and
- (q) agree that any application may be rejected in whole or in part at the sole discretion of the Company.

3 Acceptance of your offer

- 3.1 The Receiving Agent may, on behalf of the Company, accept your offer to subscribe (if your application is received, valid (or treated as valid), processed and not rejected) by notifying the FCA through an RIS of the basis of allocation (in which case the acceptance will be on that basis).
- 3.2 The basis of allocation will be determined by Deutsche Bank and JPMC in consultation with the Company. The right is reserved, notwithstanding the basis as so determined, to reject in whole or in part and/or scale back any application. The right is reserved to treat as valid any application not complying fully with these terms and conditions of application or not in all respects completed or delivered in accordance with the instructions accompanying the Application Form. In particular, but without limitation, the Company may accept an application made otherwise than by completion of an Application Form where you have agreed with the Company in some other manner to apply in accordance with these terms and conditions of application.
- 3.3 The Receiving Agent will present all cheques and bankers' drafts for payment on receipt and will retain documents of title and surplus monies pending clearance of successful applicants' payment. The Receiving Agent may, as agent of the Company, require you to pay interest or its other resulting costs (or both) if the payment accompanying your application is not honoured on first presentation. The right is also reserved to reject in whole or in part, or to scale down or limit, any application.
- 3.4 All payments must be in pounds sterling and cheques or banker's drafts should be drawn on a branch in the United Kingdom of a bank or building society that is either a member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or that has arranged for its cheques or bankers' drafts to be cleared through the facilities provided for members of either of those companies. Such cheques or bankers' drafts must bear the appropriate sort code in the top right-hand corner. Cheques, which must be drawn on the personal account of an individual applicant where they have sole or joint title to the funds, should be made payable to "CIS PLC re: Seraphim Space IT plc OFS" and crossed "A/C payee only". Third party cheques will not be accepted with the exception of building society cheques or bankers' drafts where the building society or bank has inserted the full name of the building society or bank account holder and has added the building society or bank branch stamp. The name of the building society or bank account holder must be the same as that shown on the Application Form.

- 3.5 For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by no later than 11.00 a.m. on 9 July 2021. Applicants wishing to make a CHAPS payment should contact Computershare stating “SERAPHIM OFS” by email at seraphimspaceoffer@computershare.co.uk for full bank details or telephone the shareholder helpline on 0370 707 4040 (from within the UK) or on +44 370 707 4040 (if calling from outside the UK) for further information. Applicants will be provided with a unique reference number which must be used when making the payment.
- 3.6 Should you wish to apply for Ordinary Shares by delivery versus payment method (“DVP”), you will need to match your instructions to Computershare Investor Services PLC’s Participant Account 8RA33 by no later than 11.00 a.m. on 9 July 2021 allowing for the delivery and acceptance of your Ordinary Shares to your CREST account against payment of the Issue Price through the CREST system upon the relevant settlement date, following the CREST matching criteria set out in the Application Form.
- 3.7 The Company reserves the right in its absolute discretion (but shall not be obliged) to accept applications for fewer than 1,000 Ordinary Shares or applications not otherwise in multiples of 100 Ordinary Shares.

4 Conditions

- 4.1 The contracts created by the acceptance of applications (in whole or in part) under the Offer for Subscription will be conditional upon:
- (a) Initial Admission becoming effective by not later than 8.00 a.m. on 14 July 2021 (or such later time and/or date as the Joint Bookrunners and the Company may agree, being not later than 31 August 2021);
 - (b) the Share Issuance Agreement becoming otherwise unconditional in all respects (save for any condition relating only to the Share Issuance Programme) and not having been terminated in accordance with its terms on or before Initial Admission; and
 - (c) the Minimum Gross Proceeds being raised (or such lesser amount as the Company, Deutsche Bank, JPMC and the AIFM may agree).
- 4.2 If the Minimum Gross Proceeds (or such lesser amount as the Company, Deutsche Bank, JPMC and the AIFM may agree) are not raised, the Initial Issue will lapse and all proceeds will be returned to investors without interest and at the investor’s risk.
- 4.3 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.

5 Return of application monies

Where application monies have been banked and/or received, if any application is not accepted in whole, or is accepted in part only, or if any contract created by acceptance does not become unconditional, the application monies or, as the case may be, the balance of the amount paid on application will be returned without interest within 14 days at the risk of the person(s) entitled thereto by returning your cheque, or by crossed cheque in your favour, by post, or, in the case of payment(s) made electronically, by a bank transfer by means of a return credit to the remitting bank account (in which case, please note that the processing of refunds between banks can take up to 72 hours to complete). In the meantime, application monies will be retained by the Receiving Agent in a separate account.

6 Warranties

By completing an Application Form, you:

- 6.1 warrant that you are not located in the United States;
- 6.2 undertake and warrant that, if you sign the Application Form on behalf of somebody else or on behalf of a corporation, you have due authority to do so on behalf of that other person and that such other person will be bound accordingly and will be deemed also to have given the

confirmations, warranties and undertakings contained in these terms and conditions of application and undertake to enclose your power of attorney or other authority or a complete copy thereof duly certified by a solicitor or notary;

- 6.3 warrant, if the laws of any territory or jurisdiction outside the UK 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, Deutsche Bank, JPMC or the Receiving Agent or any of their respective officers, agents, employees or affiliates acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside of the UK in connection with the Offer for Subscription in respect of your application;
- 6.4 confirm that in making an application you are not relying on any information or representations in relation to the Company other than those contained in the Prospectus and any supplementary prospectus published by the Company prior to Initial Admission (on the basis of which alone your application is made) and accordingly you agree that no person responsible solely or jointly for the Prospectus or any supplementary prospectus published by the Company prior to Initial Admission or any part thereof shall have any liability for any such other information or representation;
- 6.5 agree that, having had the opportunity to read the Prospectus and any supplementary prospectus published by the Company prior to Initial Admission, you shall be deemed to have had notice of all information and representations contained therein;
- 6.6 acknowledge that no person is authorised in connection with the Offer for Subscription to give any information or make any representation other than as contained in the Prospectus and any supplementary prospectus published by the Company prior to Initial Admission and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, Deutsche Bank, JPMC, the AIFM or the Receiving Agent;
- 6.7 warrant that you are not under the age of 18 on the date of your application;
- 6.8 agree that all documents and monies sent by post to, by or on behalf of the Company or the Receiving Agent, will be sent at your risk and, in the case of documents and returned application cheques and payments to be sent to you, may be sent to you at your address (or, in the case of joint holders, the address of the first-named holder) as set out in your Application Form;
- 6.9 warrant that you are not applying as, or as nominee or agent of, a person who is or may be a person mentioned in any of sections 67, 70, 93 or 96 of the Finance Act 1986 (depository receipt and clearance services);
- 6.10 confirm that you have reviewed the restrictions contained in paragraph 8 below and warrant, to the extent relevant, that you (and any person on whose behalf you apply) comply or complied with the provisions therein;
- 6.11 agree that, in respect of those Ordinary Shares for which your Application Form has been received and processed and not rejected, acceptance of your Application Form shall be constituted by the Company instructing the Registrar to enter your name on the Register;
- 6.12 agree that all applications, acceptances of applications and contracts resulting therefrom under the Offer for Subscription and any non-contractual obligations existing under or in connection therewith shall be governed by and construed in accordance with the laws of England and Wales and that you submit to the jurisdiction of the English Courts and agree that nothing shall limit the right of the Company to bring any action, suit or proceedings arising out of or in connection with any such applications, acceptances of applications and contracts in any other manner permitted by law or in any court of competent jurisdiction;
- 6.13 irrevocably authorise the Company, Deutsche Bank, JPMC or the Receiving Agent or any other person authorised by any of them, as your agent, to do all things necessary to effect registration of any Ordinary Shares subscribed by or issued to you into your name and

authorise any representatives of the Company and/or Deutsche Bank and/or JPMC and/or the Receiving Agent to execute any documents required therefor and to enter your name on the Register;

- 6.14 agree to promptly provide the Company with any information which it, Deutsche Bank, JPMC or the Receiving Agent may request in connection with your application or to comply with any other relevant legislation (as the same may be amended from time to time) including without limitation satisfactory evidence of identity to ensure compliance with the Money Laundering Regulations;
- 6.15 warrant that, in connection with your application, you have observed the laws of all requisite territories, obtained any requisite governmental or other consents, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with your application in any territory and that you have not taken any action which will or may result in the Company, Deutsche Bank, JPMC, the AIFM or the Receiving Agent acting in breach of the regulatory or legal requirements of any territory in connection with the Offer for Subscription or your application;
- 6.16 warrant that you are knowledgeable and experienced in business and financial matters so as to be capable of evaluating the merits and risks of an investment in the Ordinary Shares, fully understand the risks associated with such investment and are able to bear the economic risk of your investment including the complete loss of your investment;
- 6.17 agree that Deutsche Bank, JPMC and the Receiving Agent are acting for the Company in connection with the Offer for Subscription and for no-one else and that they will not treat you as their customer by virtue of such application being accepted or owe you any duties or responsibilities concerning the price of the Ordinary Shares or concerning the suitability of the Ordinary Shares for you or be responsible to you for the protections afforded to their customers;
- 6.18 warrant that the information contained in the Application Form is true and accurate;
- 6.19 agree that if you request that Ordinary Shares are issued to you on a date other than Initial Admission and such Ordinary 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 Ordinary Shares on a different date;
- 6.20 acknowledge that the key information document prepared by the AIFM pursuant to the UK PRIIPs Regulation can be provided to you in paper or by means of a website, but that where you are applying under the Offer for Subscription directly and not through an adviser or other intermediary, unless requested in writing otherwise, the lodging of an Application Form represents your consent to being provided the key information document via the Company's website (www.seraphim.vc/investors) or on such other website as has been notified to you. Where your application is made on an advised basis or through another intermediary, the terms of your engagement should address the means by which the key information document will be provided to you; and
- 6.21 acknowledge that the content of the Prospectus and any supplementary prospectus published by the Company prior to Initial Admission is exclusively the responsibility of the Company and its Directors, and neither Deutsche Bank nor JPMC nor any person acting on their behalf nor any of their affiliates are responsible for or shall have any liability for any information published by or on behalf of the Company and will not be liable for any decision to participate in the Offer for Subscription based on any information, representation or statement contained in the Prospectus or otherwise.

7 Money laundering

- 7.1 You agree that, in order to ensure compliance with the Money Laundering Regulations, the Receiving Agent may at its absolute discretion require verification of identity of you as the applicant lodging an Application Form and further may 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 banker's draft or cheque; or

- (b) where it appears to the Receiving Agent that a holder or the payor is acting on behalf of some other person or persons, such person or persons.
- 7.2 Failure to provide the necessary evidence of identity may result in your application being rejected or delays in the despatch of documents or CREST account being credited.
- 7.3 Without prejudice to the generality of this paragraph 7, verification of the identity of holders and payors will be required if the value of the Ordinary Shares applied for, whether in one or more applications considered to be connected, exceeds €15,000 (approximately £13,000). If, in such circumstances, you use a building society cheque or banker's draft you should ensure that the bank or building society issuing the payment enters the name, address and account number of the person whose account is being debited on the reverse of the cheque or banker's draft and adds its stamp. If, in such circumstances, 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.
- 7.4 For the purpose of the UK's Money Laundering Regulations, a person making an application for Ordinary 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.
- 7.5 The person(s) submitting an application for Ordinary Shares will ordinarily be considered to be acting as principal in the transaction unless the Receiving Agent determines otherwise, whereupon you may be required to provide the necessary evidence of identity of the underlying beneficial owner(s).

8 Non-United Kingdom investors

The attention of investors who are not resident in, or who are not citizens of the United Kingdom is drawn to paragraphs 8.1 to 8.4 below:

- 8.1 The offer of Ordinary Shares under the Offer for Subscription is only being made in the UK. If you receive a copy of the Prospectus (including this Securities Note) or an Application Form in any territory other than the United Kingdom, you may not treat it as constituting an invitation or offer to you, nor should you, in any event, use an Application Form unless, in the relevant territory, such an invitation or offer could lawfully be made to you or an Application Form could lawfully be used without contravention of any registration or other legal requirements. It is your responsibility, if you are outside the UK and wish to make an application for Ordinary Shares under the Offer for Subscription, to satisfy yourself as to full observance of the laws of any relevant territory or jurisdiction in connection with your application, including obtaining any requisite governmental or other consents, observing any other formalities requiring to be observed in such territory and paying any issue, transfer or other taxes required to be paid in such territory.
- 8.2 None of the Ordinary Shares has been or will be registered under the laws of Canada, Japan, the Republic of South Africa, Australia, or any member state of the EEA or under the US Securities Act or with any securities regulatory authority of any state or other political subdivision of the United States, Canada, Japan, the Republic of South Africa, Australia or any member state of the EEA. Accordingly, unless an exemption under such act or laws is applicable, the Ordinary Shares may not be offered, sold or delivered, directly or indirectly, into or within Canada, Japan, the Republic of South Africa, Australia, any member state of the EEA or the United States (as the case may be). If you subscribe for Ordinary Shares you will, unless the Company and the Registrar agree otherwise in writing, represent and warrant to the Company that you are not a resident of Canada, Japan, the Republic of South Africa, Australia, any member state of the EEA or the United States or a corporation, partnership or other entity organised under the laws of the United States or Canada (or any political subdivision of either) or Japan, the Republic of South Africa or Australia or any member state of the EEA and that you are not subscribing for such Ordinary Shares for the account of any

resident of the United States, Canada, Japan, the Republic of South Africa or Australia or any member state of the EEA and will not offer, sell, renounce, transfer or deliver, directly or indirectly, any of the Ordinary Shares in or into the United States, Canada, Japan, or Australia, or any member state of the EEA or to any resident of the United States, Canada, Japan, the Republic of South Africa, Australia or any member state of the EEA. No application will be accepted if it shows the applicant or a payor having an address in the United States, Canada, Japan, the Republic of South Africa, Australia or any member state of the EEA.

- 8.3 Persons (including, without limitation, nominees and trustees) receiving this document should not distribute or send it to any US person or in or into the United States, Australia, Canada, Japan or the Republic of South Africa or their respective territories of possessions or any other jurisdictions where to do so would or might contravene local securities laws or regulations.
- 8.4 The Company reserves the right to treat as invalid any agreement to subscribe for Ordinary Shares pursuant to the Offer for Subscription if it appears to the Company or its agents to have been entered into in a manner that may involve a breach of the securities legislation of any jurisdiction.

9 Data protection

- 9.1 Each applicant acknowledges that it has been informed that, pursuant to the EU General Data Protection Regulation 2016/679 ("**EU GDPR**") and/or the EU GDPR as it forms part of the domestic law of the United Kingdom by virtue of the EUWA ("**UK GDPR**") and the UK Data Protection Act 2018 (as amended from time to time) (the "**DP Legislation**") the Company and/or the Registrar may hold personal data (as defined in the DP Legislation) relating to past and present Shareholders. Personal data may be retained on record for a reasonable period after it is no longer used (subject to any limitations on retention periods set out in applicable law). The Registrar will process such personal data at all times in compliance with DP Legislation and shall only process for the purposes set out in the Company's privacy notice, which is available for review on the Company's website at www.seraphim.vc/investors (the "**Privacy Notice**"), including for the purposes set out below (collectively, the "**Purposes**"), being to:
- (a) process the personal data to the extent and in such manner as is necessary for the performance of its obligations under its service contract, including as required by or in connection with the applicant's holding of Ordinary Shares, including processing personal data in connection with credit and money laundering checks on it;
 - (b) communicate with the applicant as necessary in connection with its affairs and generally in connection with its holding of Ordinary Shares;
 - (c) to comply with the anti-money laundering, tax, legal and regulatory obligations of the Company, and/or the Registrar; and
 - (d) process the personal data for the Registrar's internal administration.
- 9.2 In order to meet the Purposes, it will be necessary for the Company and the Registrar to provide personal data to:
- (a) third parties located either within, or outside of the United Kingdom (or the EEA, to the extent that the EU GDPR applies in respect of the personal data being shared), 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 Ordinary Shares; or
 - (b) its affiliates, the Company (in the case of the Registrar) or the AIFM and their respective associates, some of which may be located outside of the United Kingdom (or the EEA, to the extent that the EU GDPR applies in respect of the personal data being shared).
- 9.3 Any sharing of personal data by the Company or the Registrar with other parties will be carried out in accordance with the DP Legislation and as set out in the Company's Privacy Notice.
- 9.4 By becoming registered as a holder of Ordinary Shares a person becomes a data subject (as defined in the DP Legislation). In providing the Registrar with information, each applicant hereby represents and warrants to the Registrar that it has (i) notified any data subject of the Purposes for which personal data will be used and by which parties it will be used and it has

provided a copy of the Company's Privacy Notice and any other data protection notice which has been provided by the Company and/or the Registrar; and (ii) where consent is legally required under applicable DP Legislation, it has obtained the consent of any data subject to the Registrar and their respective associates holding and using their personal data for the Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Purposes set out above in this paragraph 9).

- 9.5 Each applicant acknowledges that by submitting personal data to the Registrar (acting for and on behalf of the Company) where the applicant is a natural person he or she has read and understood the terms of the Company's Privacy Notice.
- 9.6 Each applicant acknowledges that by submitting personal data to the Registrar (acting as agent on behalf of the Company) where the applicant is not a natural person it represents and warrants that:
- (a) it has brought the Company's Privacy Notice to the attention of any underlying data subjects on whose behalf or account the applicant may act or whose personal data will be disclosed to the Company as a result of the applicant agreeing to subscribe for Ordinary Shares; and
 - (b) the applicant has complied in all other respects with all applicable data protection legislation in respect of disclosure and provision of personal data to the Company.
- 9.7 Where the applicant acts for or on behalf of an underlying data subject or otherwise discloses the person data of an underlying data subject, he/she/it shall, in respect of the personal data it processes in relation to or arising in relation to the Offer for Subscription:
- (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 Company and the Registrar, the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and
 - (d) it shall immediately on demand, fully indemnify each of the Company and the Registrar and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company and/or the Registrar in connection with any failure by the applicant to comply with the provisions set out above.

10 United States

- 10.1 The Ordinary Shares have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and, accordingly, may not be offered or sold, re-sold, taken up, transferred, delivered or distributed, directly or indirectly, into or within the United States.
- 10.2 Accordingly, the Company is not extending the Offer for Subscription into the United States and neither the Prospectus nor the Offer for Subscription Application Form constitutes or will constitute an offer or an invitation to apply for or an offer or an invitation to acquire any Ordinary Shares in the United States. Neither the Prospectus nor an Offer for Subscription Application Form, will be sent to, and no Ordinary Shares will be credited to any applicant with a registered address in the United States. Offer for Subscription Application Forms sent from or postmarked in the United States will be invalid and all persons acquiring Ordinary Shares and wishing to hold such Ordinary Shares in registered form must provide an address for registration of the Ordinary Shares issued upon exercise thereof outside the United States.
- 10.3 Any person who acquires Ordinary Shares under the Offer for Subscription declares, warrants and agrees, by accepting delivery of the Prospectus or the Offer for Subscription Application Form and delivery of the Ordinary Shares, that they are not, and that at the time of acquiring

the Ordinary Shares they will not be, in the United States or acting on behalf of, or for the account or benefit of a person on a non-discretionary basis in the United States or any state of the United States.

- 10.4 The Company reserves the right to treat as invalid any Offer for Subscription Application Form that appears to the Company or its agents to have been executed in, or despatched from, the United States, or that provides an address in the United States for the receipt of Ordinary Shares, or where the Company believes acceptance of such Offer for Subscription Application Form may infringe applicable legal or regulatory requirements.
- 10.5 The Company will not be bound to allot or issue any Ordinary Shares to any person with an address in, or who is otherwise located in, the United States in whose favour an Offer for Subscription Application Form or any Ordinary Shares may be transferred. In addition, the Company, Deutsche Bank and JPMC reserve the right to reject any USE instruction sent by or on behalf of any CREST member with a registered address in the United States in respect of the Ordinary Shares.

11 Miscellaneous

- 11.1 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 Ordinary Shares and the Offer for Subscription.
- 11.2 The rights and remedies of the Company and the Receiving Agent under these terms and conditions of application 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.
- 11.3 The Company reserves the right to extend the closing time and/or date of the Offer for Subscription from 11.00 a.m. on 9 July 2021. In that event, the new closing time and/or date will be notified through an RIS.
- 11.4 The Company may terminate the Offer for Subscription in its absolute discretion at any time prior to Initial Admission. If such right is exercised, the Offer for Subscription will lapse and any monies will be returned as indicated without interest at the risk of the applicant.
- 11.5 You agree that Deutsche Bank, JPMC and the Receiving Agent are acting for the Company in connection with the Initial Issue and no-one else and that none of Deutsche Bank, JPMC and the Receiving Agent will treat you as its customer by virtue of such application being accepted or owe you any duties concerning the price of the Ordinary Shares or concerning the suitability of the Ordinary Shares for you or otherwise in relation to the Offer for Subscription or for providing the protections afforded to their customers.
- 11.6 Save where the context requires otherwise, terms used in these terms and conditions of application bear the same meaning as where used elsewhere in this Securities Note.
- 11.7 If you have any questions please contact the Receiving Agent on 0370 707 4040 (from within the UK) or on +44 370 707 4040 (from outside the UK). The helpline is open between 8.30 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that the Receiving Agent cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

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Appendix 1

Application form for the Offer for Subscription

Please send this completed form by post to Computershare Investor Services PLC, Corporate Actions Projects, Bristol BS99 6AH so as to be received no later than 11.00 a.m. (London time) on 9 July 2021.

Applicants settling by bank transfer or DVP may, if they so wish, send a completed application form as a scanned PDF to the project email address seraphimspaceoffer@computershare.co.uk. If the hard copy form is also posted it must be clearly marked as “COPY ONLY – original sent by email” on each page of the form to prevent duplication.

Scanned copies of cheques will not be accepted.

The Directors may alter such date and thereby shorten or lengthen the offer period. In the event that the offer period is altered, the Company will notify investors of such change.

Important: Before completing this form, you should read the prospectus dated 22 June 2021 and the Terms and Conditions of Application under the Offer for Subscription set out in the prospectus and accompanying notes to this form.

To: Seraphim Space Investment Trust plc and the Receiving Agent

FOR OFFICIAL USE ONLY
Log No.

Box 1 (minimum of 1,000 Ordinary Shares and in multiples of 100 Ordinary Shares thereafter)

Box 1A (number of Ordinary Shares shown in Box 1 multiplied by the Issue Price of 100 pence per Ordinary Share)

£

1. APPLICATION

I/We the person(s) detailed in section 2A below offer to subscribe for the number of Ordinary Shares shown in Box 1 at the Issue Price of 100 pence per Ordinary Share subject to the Terms and Conditions of Application under the Offer for Subscription set out in the securities note component of the prospectus dated 22 June 2021 and subject to the articles of association of the Company in force from time-to-time.

2A. DETAILS OF HOLDER(S) IN WHOSE NAME(S) ORDINARY SHARES WILL BE ISSUED (BLOCK CAPITALS)

1:	Mr, Mrs, Ms or Title:	Forenames (in full):
Surname/Company name:		
Address (in full):		
Postcode		Designation (if any):
2	Mr, Mrs, Ms or Title:	Forenames (in full):
Surname/Company name:		
Address (in full):		
Postcode		Designation (if any):
3	Mr, Mrs, Ms or Title:	Forenames (in full):
Surname/Company name:		
Address (in full):		
Postcode		Designation (if any):



4	Mr, Mrs, Ms or Title:	Forenames (in full):
Surname/Company name:		
Address (in full):		
Postcode		Designation (if any):

2B. CREST ACCOUNT DETAILS INTO WHICH ORDINARY SHARES ARE TO BE DEPOSITED (IF APPLICABLE)

Only complete this section if Ordinary Shares allotted are to be deposited in a CREST Account which must be in the same name as the holder(s) given in Section 2A.

(BLOCK CAPITALS)

CREST Participant ID:

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CREST Member Account ID:

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3. SIGNATURE(S): ALL HOLDERS MUST SIGN

By completing Box 3 below you are deemed to have read the prospectus and agreed to the terms and conditions in Part 7 of the securities note component of the prospectus (Terms and Conditions of Application under the Offer for Subscription) and to have given the warranties, representations and undertakings set out therein.

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

Execution by a Company

Executed by (Name of Company):		Date:	
Name of Director:	Signature:	Date:	
Name of Director/Secretary:	Signature:	Date:	
If you are affixing a company seal, please mark a cross: <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td></td> </tr> </table>		Affix Company Seal here:	

4. SETTLEMENT**Please tick the relevant box confirming your method of payment****4A. CHEQUES/BANKER'S DRAFT** ☐

If you are subscribing for Ordinary Shares and paying by cheque or banker's draft, pin or staple to this form your cheque or banker's draft for the number of Ordinary Shares shown in Box 1 made payable to "CIS PLC re SERAPHIM SPACE IT OFS a/c" and crossed "A/C payee only". Cheques and banker's payments must be drawn in sterling on an account at a bank branch in the United Kingdom and must bear a United Kingdom bank sort code number in the top right-hand corner. If you use a banker's draft or a building society cheque you should ensure that the bank or building society issuing the payment enters the name, address and account number of the person whose account is being debited on the reverse of the banker's draft or cheque and adds its stamp.

4B. ELECTRONIC BANK TRANSFER ☐

If you are subscribing for Ordinary Shares and sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by 11.00 a.m. on 9 July 2021. Please contact Computershare Investor Services PLC stating "SERAPHIM OFS" by email at seraphimspaceoffer@computershare.co.uk for full bank details. You will be provided with a unique reference number which must be used when making the payment.

Please enter below the sort code of the bank and branch you will be instructing to make such payment for value by 11.00 a.m. on 9 July 2021, together with the name and number of the account to be debited with such payment and the branch contact details.

Sort Code:	Account Number:
Account Name:	Bank Name and Address:

4C. SETTLEMENT BY DELIVERY VERSUS. PAYMENT (DVP) ☐

Only complete this section if you choose to settle your application within CREST, that is delivery versus payment (DVP).

Please indicate the CREST Participant ID from which the DEL message will be received by the Receiving Agent for matching, which should match that shown in 2B above, together with the relevant Member Account ID.

(BLOCK CAPITALS)

CREST Participant ID:

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CREST Member Account ID:

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You or your settlement agent/custodian's CREST account must allow for the delivery and acceptance of Ordinary Shares to be made against payment at the Issue Price per Ordinary Share, following the CREST matching criteria set below:

Trade Date:	12 July 2021
Settlement Date:	14 July 2021
Company:	Seraphim Space Investment Trust plc
Security Description:	Ordinary Shares of £0.01
SEDOL:	BKPG013
ISIN:	GB00BKPG0138

Should you wish to settle DVP, you will need to match your instructions to Computershare's Participant account RA62 by no later than 11.00 a.m. on 13 July 2021.

You must also ensure that you or your settlement agent/custodian have a sufficient "debit cap" within the CREST system to facilitate settlement in addition to your/their own daily trading and settlement requirements.

5. RELIABLE INTRODUCER DECLARATION

Completion and signing of this declaration by a suitable person or institution may avoid presentation being requested of the identity documents detailed in section 6 of this form.

The declaration below may only be signed by a person or institution (such as a governmental approved bank, stockbroker or investment firm, financial services firm or an established law firm or accountancy firm) (the "**firm**") which is itself subject in its own country to operation of 'know your customer' and anti-money laundering regulations no less stringent than those which prevail in the United Kingdom.

DECLARATION:

To the Company and the Receiving Agent

With reference to the holder(s) detailed in section 2A, all persons signing at section 3 and the payor identified in section 6 if not also a holder (collectively the "**subjects**") WE HEREBY DECLARE:

1. we operate in the United Kingdom, or in a country where money laundering regulations under the laws of that country are, to the best of our knowledge, no less stringent than those which prevail in the United Kingdom and our firm is subject to such regulations;
2. we are regulated in the conduct of our business and in the prevention of money laundering by the regulatory authority identified below;
3. each of the subjects is known to us in a business capacity and we hold valid identity documentation on each of them and we undertake to immediately provide to you copies thereof on demand;
4. we confirm the accuracy of the names and residential business address(es) of the holder(s) given at section 2A and if a CREST Account is cited at section 2B that the owner thereof is named in section 2A;
5. having regard to all local money laundering regulations we are, after enquiry, satisfied as to the source and legitimacy of the monies being used to subscribe for the Ordinary Shares mentioned; and
6. where the payor and holder(s) are different persons we are satisfied as to the relationship between them and reason for the payor being different to the holder(s).

The above information is given in strict confidence for your own use only and without any guarantee, responsibility or liability on the part of this firm or its officials.

Signed:	Name:	Position:
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Name of regulatory authority:	Firm's licence number:
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Website address or telephone number of regulatory authority:
STAMP of firm giving full name and business address:



6. IDENTITY INFORMATION

If the declaration in section 5 cannot be signed and the value of your application is greater than €15,000 (or the sterling equivalent), please enclose with that Application Form the documents mentioned below, as appropriate. Please also tick the relevant box to indicate which documents you have enclosed, all of which will be returned by the Receiving Agent to the first named Applicant.

In accordance with internationally recognised standards for the prevention of money laundering, the documents and information set out below must be provided:

Holders				Payor
Tick here for documents provided				

A. For each holder being an individual enclose:

- (1) an original or a certified clear photocopy of one of the following identification documents which bear both a photograph and the signature of the person: current passport – Government or Armed Forces identity card – driving licence; and

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- (2) an original or certified copies of at least two of the following documents no more than 3 months old which purport to confirm that the address given in section 2A is that person's residential address: a recent gas, electricity, water or telephone (not mobile) bill – a recent bank statement – a council rates bill – or similar document issued by a recognised authority; and

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- (3) if none of the above documents show their date and place of birth, enclose a note of such information; and

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- (4) details of the name and address of their personal bankers from which the Receiving Agent may request a reference, if necessary.

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B. For each holder being a company (a “holder company”) enclose:

- (1) a certified copy of the certificate of incorporation of the holder company; and

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- (2) the name and address of the holder company's principal bankers from which the Receiving Agent may request a reference, if necessary; and

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- (3) a statement as to the nature of the holder company's business, signed by a director; and

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- (4) a list of the names and residential addresses of each director of the holder company; and

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- (5) for each director provide documents and information similar to that mentioned in A above; and

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- (6) a copy of the authorised signatory list for the holder company; and

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- (7) a list of the names and residential/registered address of each ultimate beneficial owner interested in more than 5 per cent. of the issued share capital of the holder company and, where a person is named, also complete C below and, if another company is named (hereinafter a “**beneficiary company**”), also complete D below. If the beneficial owner(s) named do not directly own the holder company but do so indirectly via nominee(s) or intermediary entities, provide details of the relationship between the beneficial owner(s) and the holder company.

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- C. For each person named in B(7) as a beneficial owner of a holder company enclose for each such person documents and information similar to that mentioned in A(1) to (4).**

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- D. For each beneficiary company named in B(7) as a beneficial owner of a holder company enclose:**
- (1) a certified copy of the certificate of incorporation of that beneficiary company; and

--	--	--	--	--
- (2) a statement as to the nature of that beneficiary company's business signed by a director; and

--	--	--	--	--
- (3) the name and address of that beneficiary company's principal bankers from which the Receiving Agent may request a reference, if necessary; and

--	--	--	--	--
- (4) a list of the names and residential/registered address of each beneficial owner owning more than 5 per cent. of the issued share capital of that beneficiary company.

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- E. If the payor is not a holder and is not a bank providing its own cheque or banker's payment on the reverse of which is shown details of the account being debited with such payment (see note 5 on how to complete this form) enclose:**
- (1) if the payor is a person, for that person the documents mentioned in A(1) to (4); or

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- (2) if the payor is a company, for that company the documents mentioned in B(1) to (7); and

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- (3) an explanation of the relationship between the payor and the holder(s).

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The Receiving Agent reserves the right to ask for additional documents and information.



7. CONTACT DETAILS

To ensure the efficient and timely processing of this application please enter below the contact details of a person the Receiving Agent may contact with all enquiries concerning this application. Ordinarily this contact person should be the person signing in section 3 on behalf of the first named holder. If no details are provided here but a regulated person is identified in section 5, the Receiving Agent will contact the regulated person. If no details are entered here and no regulated person is named in section 5 and the Receiving Agent requires further information, any delay in obtaining that additional information may result in your application being rejected or revoked.

NOTES ON HOW TO COMPLETE THE OFFER FOR SUBSCRIPTION APPLICATION FORM (APPENDIX 1)

All applicants must complete Appendix 1.

Applications should be returned so as to be received no later than 11.00 a.m. (London time) on 9 July 2021.

HELP DESK: If you have a query concerning completion of the Application Form please call the Receiving Agent on 0370 707 4040 or from outside the UK on +44 370 707 4040.

APPENDIX 1

1. APPLICATION

Fill in (in figures) in Box 1 the number of Ordinary Shares you wish to subscribe for at the Issue Price being 100 pence per Ordinary Share. The number being subscribed for must be a minimum of 1,000 and thereafter in multiples of 100. Fill in (in figures) in Box 1A the total amount being invested in Ordinary Shares. This should be the number specified in Box 1 multiplied by the Issue Price of 100 pence per Ordinary Share. Financial intermediaries who are investing on behalf of clients should make separate applications or, if making a single application for more than one client, provide details of all clients in respect of whom application is made in order to benefit most favourably from any scaling back should this be required or to benefit most favourably from any commission arrangements.

2A. HOLDER DETAILS

Fill in (in block capitals) the full name and address of each holder. Applications may only be made by persons aged 18 or over. In the case of joint holders only the first named may bear a designation reference and the address given for the first named will be entered as the registered address for the holding on the share register and used for all future correspondence. A maximum of four joint holders is permitted. All holders named must sign the Application Form at section 3.

2B. CREST

If you wish your Ordinary Shares to be deposited in a CREST Account in the name of the holders given in section 2A enter in section 2B the details of that CREST Account. Where it is requested that Ordinary Shares be deposited into a CREST Account please note that payment for such Ordinary Shares must be made prior to the day such Ordinary Shares might be allotted and issued. Should you wish to apply for Ordinary Shares by delivery versus payment method (DVP) you will need to match your instructions to Computershare Investor Services PLC's Participant Account 8RA33 by no later than 11.00 a.m. on 9 July 2021 allowing for the delivery and acceptance of your Ordinary Shares to your CREST account against payment of the Issue Price through the CREST system upon the relevant settlement date, following the CREST matching criteria set out in the Application Form.

3. SIGNATURE

All holders named in section 2A must sign section 3 and insert the date. The Application Form may be signed by another person on behalf of each holder if that person is duly authorised to do so under a power of attorney. The power of attorney (or a copy duly certified by a solicitor or a bank) must be enclosed for inspection (which originals will be returned by post at the addressee's risk). A corporation should sign under the hand of a duly authorised official whose representative capacity should be stated and a copy of a notice issued by the corporation authorising such person to sign should accompany the Application Form.

4. SETTLEMENT

(a) Cheque/Banker's Draft

Payments must be made by cheque or banker's draft in sterling drawn on a branch in the United Kingdom of a bank or building society which is either a member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which has arranged for its cheques or banker's drafts to be cleared through the facilities provided for

members of any of these companies. Such cheques or banker's drafts must bear the appropriate sort code in the top right-hand corner. Cheques, which must be drawn on the personal account of the individual investor where they have a sole or joint title to the funds should be made payable to "CIS PLC re Seraphim plc IT OFS a/c". Third party cheques may not be accepted with the exception of building society cheques or banker's drafts where the building society or bank has confirmed the name of the account holder by stamping and endorsing the cheque/banker's draft to such effect.

The account name should be the same as that shown on the application.

(b) Electronic Bank Transfers

For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by no later than 11.00 a.m. on 9 July 2021. Applicants wishing to make a CHAPS payment should contact Computershare stating "SERAPHIM OFS" by email at seraphimspaceoffer@computershare.co.uk for full bank details. Applicants will be provided with a unique reference number which must be used when making the payment.

(c) CREST Settlement

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

The Application Form in Appendix 1 contains details of the information which Computershare will require from you in order to settle your application within CREST if you so choose. If you do not provide any CREST details or if you provide insufficient CREST details for Computershare to match to your CREST account, Computershare will deliver your Ordinary Shares in certificated form provided payment has been made in terms satisfactory to the Company.

The right is reserved to issue your Ordinary Shares in certificated form should the Company, having consulted with Computershare, consider this to be necessary or desirable. This right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST or any part of CREST or on the part of the facilities and/or system operated by Computershare in connection with CREST.

The person named for registration purposes in your Application Form (which term shall include the holder of the relevant CREST account) must be: (i) the person procured by you to subscribe for or acquire the relevant Ordinary Shares; or (ii) yourself; or (iii) a nominee of any such person or yourself, as the case may be. Neither Computershare nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. Computershare, on behalf of the Company, will input a DVP instruction into the CREST system according to the booking instructions provided by you in your Application Form. The input returned by you or your settlement agent/custodian of a matching or acceptance instruction to our CREST input will then allow the delivery of your Ordinary Shares to your CREST account against payment of the Issue Price per Ordinary Share through the CREST system upon the Settlement Date.

By returning the Application Form you agree that you will do all things necessary to ensure that you or your settlement agent/custodian's CREST account allows for the delivery and acceptance of Ordinary Shares to be made prior to 8.00 a.m. on 14 July 2021 against payment of the Issue Price per Ordinary Share. Failure by you to do so will result in you being charged interest at a rate equal to the London Inter-Bank Offered Rate for seven-day deposits in sterling plus 2 per cent. per annum.

To ensure that you fulfil this requirement it is essential that you or your settlement agent/custodian follow the CREST matching criteria set out below:

Trade Date: 12 July 2021

Settlement Date: 14 July 2021

Company: Seraphim Space Investment Trust plc

Security Description: Ordinary Shares of £0.01

SEDOL: BKPG013

ISIN: GB00BKPG0138

Should you wish to settle DVP, you will need to match your instructions to Computershare's Participant account 8RA33 by no later than 11.00 a.m. on 13 July 2021.

You must also ensure that you or your settlement agent/custodian has a sufficient "debit cap" within the CREST system to facilitate settlement in addition to your/its own daily trading and settlement requirements.

In the event of late CREST settlement, the Company, after having consulted with Computershare, reserves the right to deliver Ordinary Shares outside CREST in certificated form provided payment has been made in terms satisfactory to the Company and all other conditions in relation to the Offer for Subscription have been satisfied.

5. RELIABLE INTRODUCER DECLARATION

Applications will be subject to the UK's verification of identity requirements. This will involve you providing the verification of identity documents listed in section 6 of the Application Form UNLESS you can have the declaration provided at section 5 of the Application Form given and signed by a firm acceptable to the Receiving Agent. In order to ensure your application is processed timely and efficiently all applicants are strongly advised to have the declaration provided in section 5 of the Application Form completed and signed by a suitable firm.

6. IDENTITY INFORMATION

Applicants need only consider section 6 of the Application Form if the declaration in section 5 cannot be completed. Notwithstanding that the declaration in section 5 has been completed and signed the Receiving Agent reserves the right to request of you the identity documents listed in section 6 and/or to seek verification of identity of each holder and payor (if necessary) from you or their bankers or from another reputable institution, agency or professional adviser in the applicable country of residence. If satisfactory evidence of identity has not been obtained within a reasonable time your application might be rejected or revoked. Where certified copies of documents are provided such copy documents should be certified by a senior signatory of a firm which is either a governmental approved bank, stockbroker or investment firm, financial services firm or an established law firm or accountancy firm which is itself subject to regulation in the conduct of its business in its own country of operation and the name of the firm should be clearly identified on each document certified.

7. CONTACT DETAILS

To ensure the efficient and timely processing of your Application Form, please provide contact details of a person the Receiving Agent may contact with all enquiries concerning your application. Ordinarily this contact person should be the person signing in section 3 on behalf of the first named holder. If no details are provided here but a regulated person is identified in section 5, the Receiving Agent will contact the regulated person. If no details are entered here and no regulated person is named in section 5 and the Receiving Agent requires further information, any delay in obtaining that additional information may result in your application being rejected or revoked.

