Proposed Placing of New Ordinary Shares

RNS Number : 0204A
GCP Asset Backed Income Fund Ltd
23 May 2019

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GCP Asset Backed Income Fund Limited was incorporated in Jersey under the Companies (Jersey) Law 1991, as amended, on 7 September 2015 with registered number 119412. The Company is regulated by the Jersey Financial Services Commission (the "**JFSC**"). The JFSC is protected by both the Collective Investment Funds (Jersey) Law 1988 and the Financial Services (Jersey) Law 1998, as amended, against liability arising from the discharge of its functions under such laws. The JFSC has not reviewed or approved this announcement.

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION.

23 May 2019

GCP Asset Backed Income Fund Limited
(the "Company" or "GCP Asset Backed")

LEI 213800FBBZCQMP73A815

Proposed Placing of New Ordinary Shares

The Board of the Company, which invests in asset backed loans, today announces its intention to raise new capital by undertaking a placing of up to 63,668,978 new Ordinary Shares ("**New Shares**") (the "**Placing**"). The Placing will be conducted under the authorities granted by shareholders at the Company's general meetings held today.

The net proceeds of the Placing will be used to repay £41.5 million (includes £3 million that is committed but undrawn) drawn under the Company's revolving credit facility and continue to take advantage of a pipeline of attractive investment opportunities which have been identified by Gravis Capital Management Limited (the "**Investment Manager**").

The price at which each New Share will be issued pursuant to the Placing will be 105.00 pence per New Share (the "**Placing Price**"). This represents a 2.3% discount to the closing share price of 107.50 pence per Ordinary Share on 22 May 2019 (being the last business day prior to the announcement of the Placing) and a 3.0% premium to the Company's last published NAV as at 31 March 2019 per Ordinary Share of 101.99 pence. Accordingly, the Placing will be NAV accretive for existing shareholders.

The New 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, including the quarterly dividend in respect of the period from 1 April to 30 June 2019 which is expected to be declared by the Company in July 2019.

Cenkos Securities plc ("**Cenkos**") is acting as the Company's sole Placing Agent in relation to the Placing. The Placing will open at 8 a.m. (London time) on 24 May 2019 and is expected to close at 1 p.m. (London time) on 24 June 2019, but may close earlier (or later) at the absolute discretion of the Company, in consultation with Cenkos. Prospective investors are invited to contact Cenkos for further details of the Placing.

The Placing is subject to the terms and conditions set out in the Appendix.

Applications will be made to the FCA for all of the New Shares issued pursuant to the Placing to be admitted to the premium segment of the Official List and for all such New Shares to be admitted to trading on the London Stock Exchange's main market for listed securities. It is expected that such admission will become effective and dealings in such New Shares will commence on 27 June 2019.

Expected timetable	2019
Placing opens	8 a.m.24 May
Latest time and date for receipt of placing commitments	1 p.m. 24 June
Results of Placing announced and trade date	25 June
Admission and settlement	8 a.m. 27 June

For further information, please contact:

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Notes to editors

GCP Asset Backed is a closed ended investment company traded on the Main Market of the London Stock Exchange. Its investment objective is to generate attractive risk-adjusted returns primarily through regular, growing distributions and modest capital appreciation over the long term.

The Company seeks to meet its investment objective by making investments in a diversified portfolio of predominantly UK based asset backed loans which have contracted, predictable medium to long term cash flows and/or physical assets.

Appendix - Terms and Conditions of the Placing

INTRODUCTION

IMPORTANT INFORMATION FOR PLACEES ONLY REGARDING THE PLACING.

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IMPORTANT INFORMATION ON THE PLACING FOR INVITED PLACEES ONLY.

THE NEW SHARES THAT ARE THE SUBJECT OF THE PLACING ARE NOT BEING OFFERED OR SOLD TO ANY PERSON IN THE EUROPEAN UNION, OTHER THAN TO QUALIFIED INVESTORS, WHICH INCLUDES LEGAL ENTITIES WHICH ARE REGULATED BY THE FCA OR ENTITIES WHICH ARE NOT SO REGULATED WHOSE CORPORATE PURPOSE IS SOLELY TO INVEST IN SECURITIES.

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS ANNOUNCEMENT (INCLUDING THIS APPENDIX) AND THE TERMS AND CONDITIONS SET OUT HEREIN ARE FOR INFORMATION PURPOSES ONLY AND ARE DIRECTED ONLY AT: (A) QUALIFIED INVESTORS; (B) IN THE UNITED KINGDOM, QUALIFIED INVESTORS WHO ARE PERSONS WHO (I) FALL WITHIN ARTICLE 19(5) OF THE ORDER, FALL WITHIN ARTICLE 49(2)(A) TO (D) OF THE ORDER; OR ARE PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED AND (II) ARE A "PROFESSIONAL CLIENT" OR AN "ELIGIBLE COUNTERPARTY" WITHIN THE MEANING OF CHAPTER 3 OF THE FCA'S CONDUCT OF BUSINESS SOURCEBOOK; OR (C) OTHER PERSONS TO WHOM IT MAY LAWFULLY BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS"). THIS ANNOUNCEMENT (INCLUDING THIS APPENDIX) AND THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS ANNOUNCEMENT (INCLUDING THIS APPENDIX) AND THE TERMS AND CONDITIONS SET OUT HEREIN RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS.

THIS APPENDIX, AND THE ANNOUNCEMENT OF WHICH IT FORMS PART, IS FOR INFORMATION PURPOSES ONLY AND DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY. IF YOU ARE IN ANY DOUBT AS TO WHETHER YOU ARE A RELEVANT PERSON YOU SHOULD CONSULT A PROFESSIONAL ADVISER FOR ADVICE.

THIS ANNOUNCEMENT, INCLUDING THIS APPENDIX, IS NOT AN OFFER FOR SALE OR SUBSCRIPTION IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL UNDER THE SECURITIES LAWS OF ANY SUCH JURISDICTION. THIS ANNOUNCEMENT, INCLUDING THIS APPENDIX, IS NOT AN OFFER OF OR SOLICITATION TO PURCHASE OR SUBSCRIBE FOR SECURITIES IN THE UNITED STATES.

EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF AN INVESTMENT IN NEW SHARES. THE PRICE OF THE NEW SHARES IN THE COMPANY AND THE INCOME FROM THEM (IF ANY) MAY GO DOWN AS WELL AS UP AND INVESTORS MAY NOT GET BACK THE FULL AMOUNT INVESTED ON DISPOSAL OF THE NEW SHARES.

Prospective Placees will be deemed to have read and understood this announcement and these terms and conditions in their entirety and to be making an offer to subscribe for New Shares on these terms and conditions and to be providing the representations, warranties, acknowledgements, and undertakings contained in this Appendix. In particular, making an offer to subscribe for New Shares, a prospective Placee represents, warrants and acknowledges that:

1. it is a Relevant Person and undertakes that it will acquire, hold, manage or dispose of any New Shares that are allocated to it for the purposes of its business;

2. in the case of any New Shares acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, (i) the New Shares acquired by it have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Member State of the EEA which has implemented the Prospectus Directive other than Qualified Investors or in circumstances in which the prior consent of Cenkos has been given to the offer or resale; or (ii) where New Shares have been acquired by it on behalf of persons in any Member State of the EEA other than Qualified Investors, the offer of those New Shares to it is not treated under the Prospectus Directive as having been made to such persons;

3. (i) in the case of any offer to subscribe for the New Shares by an individual or entity resident in or incorporated in the Bailiwick of Guernsey, the decision to make such an offer was only made after discussion with a person or entity which is appropriately licensed under the Protection of Investors (Bailiwick of Guernsey) Law, 1987; or (ii) the decision to make such an offer was made after discussion with a firm without a base in the Bailiwick of Guernsey at the initiation of the prospective Placee;

4. (i) (1) it is not a U.S. Person, (2) it is not located in the United States, and (3) it is not acquiring the New Shares for the account or benefit of a U.S. Person; or (ii) it is a dealer or other professional fiduciary in the United States acting for a discretionary account (other than an estate or trust) held for the benefit or account of a non U.S. person in reliance on Regulation S.

The Company and Cenkos will rely upon the truth and accuracy of the foregoing representations, acknowledgements and agreements (and any other representations, acknowledgement and agreements contained in this Appendix) when deciding whether to accept the offer made by a prospective Placee. Cenkos does not make any representation to any prospective Placee regarding an investment in the New Shares referred to in this announcement (including this Appendix).

This announcement (including this Appendix) does not constitute an offer, and may not be used in connection with an offer, to sell or issue or the solicitation of an offer to buy or subscribe for New Shares in any jurisdiction in which such offer or solicitation is or may be unlawful. This announcement (including this Appendix) and the information contained herein is not for publication or distribution, directly or indirectly, to persons in the United States, the Excluded Territories or in any jurisdiction in which such publication or distribution is unlawful. Persons who come into possession of this announcement are required by the Company to inform themselves about and to observe any restrictions of transfer of this announcement. No public offer of securities of the Company is being made in the United Kingdom, the United States or elsewhere.

In particular, the New Shares referred to in this announcement have not been and will not be registered under the Securities Act or under any laws of, or with any securities regulatory authority of, any state or other jurisdiction of the United States, and may not be offered, sold, resold, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, U.S. Persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States, and under circumstances that would not result in the Company being in violation of the U.S. Investment Company Act. In making an offer to subscribe for the New Shares, a Prospective Placee acknowledges that the New Shares may only be sold outside the United States in offshore transactions to persons who are not U.S. Persons in accordance with Regulation S under the Securities Act.

In making an offer to subscribe for the New Shares, a prospective Placee accepts that the relevant clearances have not been, nor will they be, obtained from the securities commission of any province or territory of Canada; no prospectus has been lodged with or registered by the Australian Securities and Investments Commission or the Japanese Ministry of Finance; the relevant clearances have not been, and will not be, obtained from the South African Reserve Bank or any other applicable body in the Republic of South Africa in relation to the New Shares; and the New Shares have not been, nor will they be, registered under or offered in compliance with the securities laws of any state, province or territory of any of the Excluded Territories. Accordingly, the New Shares may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into the Excluded Territories.

Persons (including, without limitation, nominees and trustees) who have a contractual or other legal obligation to forward a copy of this Appendix or the announcement of which it forms part should seek appropriate advice before taking any action.

DEFINITIONS

For the purposes of this Appendix:

"**Admission**" means admission of the New Shares to be issued pursuant to the Placing to the premium segment of the Official List and to trading on the London Stock Exchange's main market for listed securities

"**AIFMD**" means Directive 2011/61/EU of the European Parliament and of the Council on Alternative Investment Fund Managers, as amended

"**CREST**" means the computerised settlement system operated by Euroclear UK and Ireland Limited which facilitates the transfer of title to shares in uncertificated form

"**EEA**" means the European Economic Area

"**Excluded Territory**" means Canada, Japan, Australia, New Zealand, the Republic of South Africa and the U.S. and any jurisdiction where the extension or availability of the Placing (and any other transaction contemplated thereby) would breach any applicable laws or regulations, and "Excluded Territories" shall mean any of them

"**FCA**" means the UK Financial Conduct Authority

"**Investment Manager**" means Gravis Capital Management Limited, a limited liability company (registered number 10471852) with registered address at 24 Savile Row, London W1S 2ES

"**Libor**" means the London Interbank Offered Rate, being the average rate of interest that leading banks in London charge when lending to other banks

"**London Stock Exchange**" means the London Stock Exchange Plc

"**Member State**" means a sovereign state which is a member of the European Union

"**NAV**" means net asset value

"**Official List**" means the official list of the FCA

"**Order**" means the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended

"**Ordinary Shares**" means ordinary shares of no par value in the capital of the Company

"**Placee**" means a Relevant Person (including individuals, funds or otherwise) by whom or on whose behalf a commitment to subscribe for New Shares has been given

"**Placing Agreement**" means the Placing Agreement dated 23 May 2019 between the Company, the Investment Manager and Cenkos in connection with the Placing

"**Prospectus Directive**" means Directive 2003/71/EC as amended and includes any relevant

implementing measure in each Relevant Member State

"**Qualified Investors**" as defined in article 2.1(e) of the Prospectus Directive

"**Regulation S**" means Regulation S promulgated under the Securities Act

"**Regulatory Information Service**" means a regulated information service approved by the FCA and on the list of Regulatory Information Services maintained by the FCA

"**Relevant Member State**" means each member state of the EEA that has implemented the Prospectus Directive

"**Securities Act**" means the U.S. Securities Act of 1933, as amended

"**U.S.**" or "**United States**" means the United States of America, its states, territories and possessions, including the District of Columbia

"**U.S. Investment Company Act**" means the U.S. Investment Company Act of 1940, as amended

"**U.S. Person**" has the meaning given in Regulation S

DETAILS OF THE PLACING

Cenkos has entered into the Placing Agreement with the Company and the Investment Manager under which Cenkos has, on the terms and subject to the conditions set out therein, undertaken to use its reasonable endeavours to procure, as agent for the Company, subscribers for the New Shares at the Placing Price. Pursuant to the Placing Agreement, the Investment Manager has agreed to use its reasonable endeavours to make introductions to the Company of potential subscribers pursuant to the Placing.

The Placing Agreement contains customary warranties given by the Company and the Investment Manager to Cenkos as to matters relating to the Company and its business and a customary indemnity given by the Company and the Investment Manager to Cenkos in respect of liabilities arising out of, or in connection with, the Placing.

Cenkos (after consultation with the Company and the Investment Manager) reserves the right to scale back the number of New Shares to be subscribed by any Placee in the event of applications in excess of the target amount under the Placing. The Company and Cenkos also reserve the right not to accept offers to subscribe for New Shares or to accept such offer in part rather than in whole. Cenkos shall be entitled to effect the Placing by such method as they shall in their sole discretion determine. To the fullest extent permissible by law, neither Cenkos nor any holding company of Cenkos nor any subsidiary branch or affiliate of Cenkos (each an affiliate) nor any person acting on behalf of any of the foregoing shall have any liability to the Placees (or to any other person whether acting on behalf of a Placee or otherwise). In particular, neither Cenkos, nor any affiliate thereof nor any person acting on their behalf shall have any liability to Placees in respect of their conduct of the Placing.

Each Placee's obligations will be owed to the Company and to Cenkos. Following the Confirmation (as defined below in the paragraph entitled "Participation in, and principal terms of, the Placing"), each Placee will also have an immediate, separate, irrevocable and binding obligation, owed to Cenkos, to pay to Cenkos (or as Cenkos may direct) in cleared funds an amount equal to the product of the Placing Price and the number of New Shares which such Placees has agreed to acquire.

Each Placee agrees to indemnify on demand and hold each of Cenkos, the Company and the Investment Manager and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the acknowledgments, undertakings, representations, warranties and agreements set forth in these terms and conditions and any contract note.

The Placing is also conditional upon the Placing Agreement becoming unconditional and the Placing Agreement not being terminated in accordance with its terms. Further details of conditions in relation to the Placing are set out below in the paragraph entitled "Conditions of the Placing".

APPLICATION FOR ADMISSION TO TRADING

Application will be made to the FCA and the London Stock Exchange for Admission. It is expected that settlement of any New Shares and Admission will become effective on or around 8.00 a.m. on 27 June 2019 and that dealings in the New Shares will commence at that time.

PAYMENT FOR SHARES

Each Placee must pay the Placing Price for the New Shares issued to the Placee in the manner and by the time directed by Cenkos. If any Placee fails to pay as so directed and/or by the time directed, the relevant Placee's application for New Shares shall at Cenkos's discretion either be rejected or accepted in which case the paragraph below entitled "Registration and Settlement" shall apply to such application.

PARTICIPATION IN, AND PRINCIPAL TERMS OF, THE PLACING

Cenkos (whether through itself or any of its affiliates) is arranging the Placing as placing agent of the Company for the purpose of using reasonable endeavours to procure Placees at the Placing Price for the New Shares.

Participation in the Placing will only be available to persons who may lawfully be, and are, invited to participate by Cenkos. Cenkos and its affiliates may participate in the Placing as principal. The Investment Manager, its partners, employees and/or its affiliates may participate in the Placing.

By choosing to participate in the Placing and in making an offer to subscribe for the New Shares, prospective Placees will be deemed to have read and understood this announcement, including this Appendix, in its entirety and to be participating and making an offer for New Shares on the terms and conditions, and to be providing the representations, warranties, acknowledgements, agreements and undertakings contained in this Appendix.

Cenkos, as placing agent, may choose to accept any offer, either in whole or in part, on the basis of allocations determined in agreement with the Company and may scale down the number of New Shares which a prospective Placee offers to subscribe for on such basis as they may determine.

Each prospective Placee's allocation will be confirmed to the prospective Placee orally or by email by Cenkos (the "**Confirmation**"), and a trade confirmation or contract note will be dispatched as soon as possible thereafter. The Confirmation will constitute an irrevocable legally binding commitment upon the prospective Placee (who will at that point become a Placee) in favour of Cenkos and the Company, under which it agrees to acquire the number of New Shares allocated to it at the Placing Price on the terms and conditions set out in this Appendix and in accordance with the articles of incorporation of the Company.

Cenkos may also, subject to prior consent of the Company, (i) allocate New Shares after the time of any initial allocation to any person making an offer after that time and (ii) allocate New Shares after the Bookbuild (as defined below) has closed to any person making an offer after that time. The Company reserves the right (upon agreement with Cenkos) to reduce or seek to increase the amount to be raised pursuant to the Placing, in its absolute discretion.

This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the Placing. No commissions will be paid to Placees or by Placees in respect of any New Shares.

The number of New Shares to be issued will be agreed between Cenkos, the Company and the Investment Manager following completion of the bookbuilding process in respect of the Placing (the "**Bookbuild**"). The number of New Shares will be announced on a Regulatory Information Service following completion of the Bookbuild.

Except as required by law or regulation, no press release or other announcement will be made by Cenkos or the Company using the name of any Placee (or its agent), in its capacity as Placee (or agent), other than with such Placee's prior written consent.

Irrespective of the time at which a Placee's allocation pursuant to the Placing is confirmed, settlement for all New Shares to be acquired pursuant to the Placing will be required to be made at the same time, on the basis explained below under the paragraph entitled "Registration and Settlement".

All obligations under the Placing will be subject to fulfilment or (where applicable) waiver of, amongst other things, the conditions referred to below and to the Placing not being terminated on the basis referred to below.

By choosing to participate in the Placing, each Placee agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee.

To the fullest extent permissible by law, none of the Company, Cenkos or any of their respective affiliates shall have any liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise of these terms and conditions). In particular, none of the Company, Cenkos or any of their respective affiliates shall have any liability (including to the fullest extent permissible by law, any fiduciary duties) in respect of Cenkos's conduct of the Placing. In making an offer to subscribe for the New Shares, each prospective Placee acknowledges and agrees that the Company is responsible for the issue of the New Shares to the Placees and Cenkos shall have no liability to the Placees for the failure of the Company to fulfil those obligations.

CONDITIONS OF THE PLACING

The Placing is conditional upon the Placing Agreement becoming unconditional and not having been terminated in accordance with its terms.

Cenkos's obligations under the Placing Agreement in respect of the New Shares are conditional on, *inter alia*:

1. the Company issuing, subject only to Admission, the New Shares in accordance with the Placing Agreement; and
2. Admission taking place not later than 8.30 a.m. on 27 June 2019.

If (a) any of the conditions contained in the Placing Agreement in relation to the New Shares are not fulfilled or waived by Cenkos by the respective time or date where specified (or such later time or date as the Company and Cenkos may agree not being later than 8.30 a.m. on 31 July 2019 (the "**Final Date**")); or (b) the Placing Agreement is terminated as described below, the Placing in relation to the New Shares will lapse and the Placee's rights and obligations hereunder in relation to the New Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by the Placee in respect thereof.

Subject to certain exceptions, Cenkos may, at its absolute discretion and upon such terms as it thinks fit, waive, or extend the period (up to the Final Date) for, compliance by the Company with the whole or any part of any of the Company's obligations in relation to the conditions in the Placing Agreement. Any such extension or waiver will not affect Placees' commitments as set out in this announcement.

Neither Cenkos nor the Company shall have any liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision they may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition to the Placing nor for any decision they may make as to the satisfaction of any condition or in respect of the Placing generally and by participating in the Placing each Placee agrees that any such decision is within the absolute discretion of Cenkos.

RIGHT TO TERMINATE UNDER THE PLACING AGREEMENT

Cenkos is entitled, at any time before Admission, to terminate the Placing Agreement by giving notice to the Company in certain circumstances, including, *inter alia*:

1. the Company is in breach of any of its obligations under the Placing Agreement which is material in the context of the Placing; or
2. there has been a material adverse change in the financial or trading position or prospects of the Company; or
3. there has been a material change in national or international financial, political, economic or stock market conditions (primary or secondary), a suspension or material limitation in trading of securities generally on any stock exchange or a material disruption in commercial banking, as would be likely to prejudice the success of the Placing.

Following Admission, the Placing Agreement is not capable of termination to the extent that it relates to the Placing of the New Shares.

The rights and obligations of the Placees shall terminate only in the circumstances described in these terms and conditions and in the Placing Agreement and will not be subject to termination by the Placee or any prospective Placee at any time or in any circumstances. By participating in the Placing, Placees agree that the exercise by Cenkos of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of Cenkos, and that it need not make any reference to Placees and that it shall have no liability to Placees whatsoever in connection with any such exercise or decision not to exercise. Placees will have no rights against Cenkos, the Company or any of their respective directors or employees under the Placing Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (as amended).

NO PROSPECTUS

All offers made by the prospective Placees to subscribe for the New Shares are made on the basis that they are Relevant Persons. An offer made by the prospective Placees under these terms and conditions is structured in such a way that no prospectus is required in the United Kingdom or elsewhere. No offering document or prospectus has been or will be submitted to be approved by the FCA in relation to the Placing and Placees' commitments will be made solely on the basis of the information contained in this announcement (including this Appendix) and certain business and financial information the Company is required to publish in accordance with the rules and practices of the FCA (collectively "**Exchange Information**").

Each Placee, by choosing to participate in the Placing and in making an offer to subscribe for the New Shares, agrees that the content of this announcement, including this Appendix, is exclusively the responsibility of the Company and confirms that it has not relied on any other information (other than the Exchange Information), representation, warranty, or statement made by or on behalf of the Company or Cenkos or any other person and neither Cenkos nor the Company nor the Investment Manager nor any other person will be liable for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement which the Placees may have obtained or received. In making an offer to subscribe for the New Shares, each prospective Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company before choosing to participate in the Placing. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

REGISTRATION AND SETTLEMENT

Settlement of transactions in the New Shares (ISIN: JE00BYXX8B08) following Admission will take place within CREST provided that, subject to certain exceptions, Cenkos reserves the right to require settlement for, and delivery of, the New Shares (or a portion thereof) to Placees by such other means that it deems necessary if delivery or settlement is not possible or practicable within CREST within the timetable set out in this announcement or would not be consistent with the regulatory requirements in any Placee's jurisdiction.

Each Placee allocated New Shares in the Placing will be sent a trade confirmation or contract note stating the number of New Shares allocated to it at the Placing Price, the aggregate amount owed by such Placee to Cenkos (as agent for the Company) and settlement instructions.

It is expected that settlement in respect of the New Shares will be on or around 27 June 2019 on a T+2 basis in accordance with the instructions set out in the trade confirmation.

By choosing to participate in the Placing and in making an offer to subscribe for the New Shares, each prospective Placee acknowledges and agrees that:

1. it will do all things necessary to ensure that delivery and payment is completed in accordance with either the CREST or certificated settlement instructions that it has in place with Cenkos;

2. interest will be chargeable daily on payments not received from a Placee on the due date in accordance with the arrangements set out above at the rate of two percentage points above Libor as determined by Cenkos;

3. if it does not comply with its obligations, Cenkos may sell any or all of the New Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for Cenkos's account and benefit (as agent for the Company), an amount equal to the aggregate amount owed by the Placee plus any interest due;

4. any excess proceeds will pass to the relevant Placee at its risk;

5. it will remain liable and shall indemnify Cenkos on demand for any shortfall below the aggregate amount owed by it and may be required to bear any stamp duty or stamp duty reserve tax or securities transfer tax (together with any interest or penalties) which may arise upon the sale of such New Shares on such Placee's behalf;

6. each Placee confers on Cenkos all such authorities and powers necessary to carry out any such sale and agrees to ratify and confirm all actions which Cenkos lawfully takes in pursuance of such sale.

If New Shares are to be delivered to a custodian or settlement agent, Placees should ensure that the trade confirmation or contract note is copied and delivered immediately to the relevant person within that organisation.

Insofar as New Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such New Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax or securities transfer tax. Placees will not be entitled to receive any fee or commission in connection with the Placing.

REPRESENTATIONS, WARRANTIES AND FURTHER TERMS

By choosing to participate in the Placing and in making an offer to subscribe for New Shares, each prospective Placee (and any person acting on such prospective Placee's behalf) makes the following representations, warranties, acknowledgements, agreements and undertakings (as the case may be) to the Company and Cenkos, namely, each Placee (and any person acting on such Placee's behalf):

1. represents and warrants that it has read and understood this announcement, including this Appendix, in its entirety and that its subscription for New Shares is subject to, and based upon, all the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained herein and undertakes not to redistribute or duplicate this announcement (including this Appendix);

2. acknowledges that no offering document or prospectus has been prepared in connection with the placing of the New Shares and represents and warrants that it has not received a prospectus or other offering document in connection therewith;

3. acknowledges that the Ordinary Shares are listed on the premium segment of the Official List of the FCA, and the Company is therefore required to publish certain business and financial information in accordance with the rules and practices of the FCA (collectively the "**Exchange Information**"), which includes a description of the nature of the Company's business and the Company's most recent balance sheet and profit and loss account and that it has been able to obtain or access such information without undue difficulty, and is has been able to obtain access to such information or comparable information concerning any other publicly traded company, without undue difficulty;

4. acknowledges that the content of this announcement (including this Appendix) is exclusively the responsibility of the Company, and that none of Cenkos, its affiliates or any person acting on its or their behalf has or shall have any liability for any information, representation or statement contained in this announcement (including this Appendix) or any information

previously or concurrently published by or on behalf of the Company (including any Exchange Information), and will not be liable for any Placee's decision to participate in the Placing based on any information, representation or statement contained in this announcement (including this Appendix) or otherwise;

5. represents, warrants and agrees that (a) the only information on which it is entitled to rely and the only information on which it has relied in making an offer to subscribe for the New Shares is contained in this announcement (including this Appendix) and any Exchange Information, and such information is all that it deems necessary to make an investment decision in respect of the New Shares; and (b) it has neither received nor relied on any other information given or representations, warranties or statements made by Cenkos, the Company or the Investment Manager or any of their respective directors, officers or employees or any person acting on behalf of any of them (including with respect to the Company, the Placing, the New Shares or the accuracy, completeness or adequacy of any publicly available information), or, if received, it has not relied upon any such information, representations, warranties or statements, and neither Cenkos nor the Company nor the Investment Manager will be liable for any prospective Placee's decision to make an offer to subscribe for the New Shares based on any other information, representation, warranty or statement;

6. acknowledges and agrees that it may not place the same degree of reliance on this announcement as it may otherwise place on a prospectus or admission document;

7. acknowledges and agrees that it has relied solely on its own investigation of the business, financial or other position of the Company and the terms of the Placing in deciding to participate in the Placing and it will not rely on any investigation that Cenkos, its affiliates or any other person acting on its or their behalf has or may have conducted;

8. represents and warrants that it has neither received nor relied on any confidential price sensitive information concerning the Company in accepting this invitation to participate in the Placing;

9. acknowledges that Cenkos does not have any duties or responsibilities to it, or its clients, similar or comparable to the duties of "best execution" and "suitability" imposed by the Conduct of Business Sourcebook in the FCA's Handbook of Rules and Guidance and that Cenkos is not acting for it or its clients and that Cenkos will not be responsible for providing protections to it or its clients;

10. acknowledges that none of Cenkos, any of its affiliates or any person acting on behalf of it or them has or shall have any liability for any publicly available or filed information (including any Exchange Information) or any representation relating to the Company, provided that nothing in this paragraph excludes the liability of any person for fraudulent misrepresentation made by that person;

11. that, save in the event of fraud on the part of Cenkos (and to the extent permitted by the FCA), neither Cenkos, its ultimate holding company nor any direct or indirect subsidiary undertakings of that holding company, nor any of their respective directors and employees shall be liable to Placees for any matter arising out of Cenkos's role as placing agent or otherwise in connection with the Placing and that where any such liability nevertheless arises as a matter of law, Placees will immediately waive any claim against any of such persons which it may have in respect thereof;

12. represents and warrants that a) (i) it is not in the United States; (ii) it is not a U.S. Person; and (iii) it is not acting for the account or benefit of a U.S. Person or b) it is a dealer or other professional fiduciary in the United States acting for a discretionary account (other than an estate or trust) held for the benefit or account of a non U.S. Person in reliance on Regulation S;

13. acknowledges and understands that the New Shares may only be offered and sold outside the United States in offshore transactions to persons who are not U.S. Persons pursuant to Regulation S under the Securities Act, and that the New Shares have not been and will not be registered under the Securities Act or under any laws of, or with any securities regulatory authority of, any state or other jurisdiction of the United States;

14. agrees not to reoffer, resell, pledge, transfer or deliver any New Shares, directly or indirectly, in the United States or to, or for the account or benefit of, U.S. Persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States;

15. acknowledges that it is not making an offer to subscribe for the New Shares as a result of any general solicitation or general advertising (as these terms are used in Regulation D under the Securities Act), including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio, internet or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

16. unless otherwise specifically agreed in writing with Cenkos, represents and warrants that neither it nor the beneficial owner of such New Shares will be a resident of Excluded Territories;

17. acknowledges that the New Shares have not been and will not be registered under the securities legislation of Excluded Territories and, subject to certain exceptions, may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly, within those jurisdictions;

18. represents and warrants that, (i) in the case of any offer to subscribe for the New Shares by an individual or entity resident in or incorporated in the Bailiwick of Guernsey, the decision to make such an offer was only made after discussion with a person or entity which is appropriately licensed under the Protection of Investors (Bailiwick of Guernsey) Law, 1987; or (ii) the decision to make such an offer was made after discussion with a firm without a base in the Bailiwick of Guernsey at the initiation of the prospective Placee;

19. represents and warrants that the issue to it, or the person specified by it for registration as holder, of New Shares will not give rise to a liability under any of sections 67, 70, 93 or 96 of the Finance Act 1986 (depositary receipts and clearance services) and that the New Shares are not being acquired in connection with arrangements to issue depositary receipts or to transfer New Shares into a clearance system;

20. represents and warrants that: (i) it has complied with and will continue to comply with its obligations under the Market Abuse Regulation (EU) No. 596/2014, Criminal Justice Act 1993 and Part VIII of the Financial Services and Markets Act 2000, as amended ("**FSMA**") and other applicable law; (ii) in connection with money laundering and terrorist financing, it has complied with its obligations under the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000 (as amended), and other applicable law, the Terrorism Act 2006, the Money Laundering Regulations 2007 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) 2017 Regulations, and any other applicable law (where all such legislation listed under this (ii) shall together be referred to as the "**AML Legislation**"); and (iii) it is not a person: (1) with whom transactions are prohibited under the Foreign Corrupt Practices Act of 1977 or any economic sanction programmes administered by, or regulations promulgated by, the Office of Foreign Assets Control of the U.S. Department of the Treasury; (2) named on the Consolidated List of Financial Sanctions Targets maintained by HM Treasury of the United Kingdom; or (3) subject to financial sanctions imposed pursuant to a regulation of the EU or a regulation adopted by the United Nations (together, the "**Regulations**"); and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations and pursuant to AML Legislation and has obtained all governmental and other consents (if any) which may be required for the purpose of, or as a consequence of, such purchase, and it will provide promptly to Cenkos or the Company such evidence, if any, as to the identity or location or legal status of any person (including in relation to the beneficial ownership of any underlying investor) which Cenkos or the Company may request from it in connection with the Placing (for the purpose of complying with such Regulations or ascertaining the nationality of any person or the jurisdiction(s) to which any person is subject or otherwise or any other information as may be required to comply with legal or regulatory requirements (including in particular under the AML Legislation)) in the form and manner requested by Cenkos or the Company on the basis that any failure by it to do so may result in the number of New Shares that are to be purchased by it or at its direction pursuant to the Placing being reduced to such number, or to nil, as Cenkos may decide at its sole discretion;

21. if the Placee is a financial intermediary (as that term is used in Article 3(2) of the Prospectus Directive), such Placee represents and warrants that the New Shares purchased by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in a Member State of the EEA which has implemented the Prospectus Directive other than Qualified Investors, or in circumstances in which the prior consent of Cenkos has been given to the offer or resale;

22. represents and warrants that it has not offered or sold and will not offer or sell any New Shares to persons in the EEA prior to Admission except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted in and which will not result in an offer to the public in any member state of the EEA within the meaning of the Prospectus Directive (including any relevant implementing measure in any member state);

23. represents and warrants that 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 the FSMA) relating to the New Shares in circumstances in which section 21(1) of the FSMA does not require approval of the communication by an authorised person;

24. represents and warrants that it has complied and will comply with all applicable provisions of the FSMA and the Financial Services Act 2012 with respect to anything done by it in relation to the New Shares in, from or otherwise involving, the United Kingdom;

25. if the Placee is in a Member State of the EEA, unless otherwise specifically agreed with Cenkos in writing, such Placee represents and warrants that it is a Qualified Investor within the meaning of the Prospectus Directive and that it is a person to whom New Shares may lawfully be marketed to under any applicable legislation implementing the AIFMD;

26. if in the United Kingdom, represents and warrants that it is a person who: (i) falls with Articles 49(2)(A) to (D) or 19(5) of the Order or it is a person to whom the New Shares may otherwise be lawfully offered under such Order or, if it is receiving the offer in circumstances under which the laws or regulations of a jurisdiction other than the United Kingdom would apply, it is a person to whom the New Shares may be lawfully offered under that other jurisdiction's laws and regulations; and (ii) is a "professional client" or an "eligible counterparty" within the meaning of Chapter 3 of the FCA's Conduct of Business Sourcebook;

27. represents and warrants that it and any person acting on its behalf is entitled to acquire the New Shares under the laws of all relevant jurisdictions and that it has all necessary capacity and has obtained all necessary consents and authorities and taken any other necessary actions to enable it to commit to this participation in the Placing and to perform its obligations in relation thereto (including, without limitation, in the case of any person on whose behalf it is acting, all necessary consents and authorities to agree to the terms set out or referred to in this announcement (including this Appendix)) and will honour such obligations;

28. where it is acquiring New Shares for one or more managed accounts, represents and warrants that it is authorised in writing by each managed account: (i) to acquire the New Shares for each managed account; (ii) to make on its behalf the representations, warranties, acknowledgements, undertakings and agreements in this Appendix and the Announcement of which it forms part; and (iii) to receive on its behalf any investment letter relating to the Placing in the form provided to it by Cenkos;

29. undertakes that it (and any person acting on its behalf) will make payment for the New Shares allocated to it in accordance with this announcement (including this Appendix) on the due time and date set out herein, failing which the relevant New Shares may be placed with other subscribers or sold as Cenkos may in its sole discretion determine and without liability to such Placee and it will remain liable and will indemnify Cenkos on demand for any shortfall below the net proceeds of such sale and the placing proceeds of such New Shares and may be required to bear the liability for any stamp duty or stamp duty reserve tax or security transfer tax (together with any interest or penalties due pursuant to or referred to in these terms and conditions) which may arise upon the placing or sale of such Placee's New Shares on its behalf;

30. acknowledges that none of Cenkos, any of its affiliates, or any person acting on behalf of any of them, is making any

recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing and that it has chosen to participate in the Placing on the basis that it is not and will not be treated for these purposes as a client of Cenkos and that Cenkos has no duties or responsibilities to it for providing the protections afforded to their respective clients or customers or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement nor for the exercise or performance of any of their rights and obligations thereunder, including any rights to waive or vary any conditions or exercise any termination right;

31. undertakes that the person whom it specifies for registration as holder of the New Shares will be (i) itself; or (ii) its nominee, as the case may be. Neither Cenkos 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. Each Placee and any person acting on behalf of such Placee agrees to participate in the Placing and it agrees to indemnify the Company and Cenkos in respect of the same on the basis that the New Shares will be issued to the CREST stock account of Cenkos who will hold them as nominee on behalf of such Placee until settlement in accordance with its standing settlement instructions;

32. acknowledges that these terms and conditions and any agreements entered into by it pursuant to these terms and conditions and any non-contractual obligations arising out of or in connection with such agreement shall be governed by and construed in accordance with the laws of England and it submits (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter (including non-contractual matters) arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the New Shares (together with any interest chargeable thereon) may be taken by the Company or Cenkos in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange;

33. acknowledges that time shall be of the essence as regards to obligations pursuant to this Appendix;

34. agrees that the Company, Cenkos and their respective affiliates and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and undertakings which are given to Cenkos on its own behalf and on behalf of the Company and are irrevocable and are irrevocably authorised to produce this announcement or a copy thereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby;

35. agrees to indemnify on an after-tax basis and hold the Company, Cenkos and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the provisions of this Appendix shall survive after completion of the Placing;

36. acknowledges that no action has been or will be taken by any of the Company, Cenkos or any person acting on behalf of the Company or Cenkos that would, or is intended to, permit a public offer of the New Shares in any country or jurisdiction where any such action for that purpose is required;

37. acknowledges that it is an institution that has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of subscribing for the New Shares. It further acknowledges that it is experienced in investing in securities of this nature and in this sector and is aware that it may be required to bear, and it, and any accounts for which it may be acting, are able to bear, the economic risk of, and is able to sustain, a complete loss in connection with the Placing. It has relied upon its own examination and due diligence of the Company and its associates taken as a whole, and the terms of the Placing, including the merits and risks involved;

38. acknowledges that its commitment to subscribe for New Shares on the terms set out herein and in the trade confirmation or contract note will continue, notwithstanding any amendment that may in the future be made to the terms of the Placing and that Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's conduct of the Placing;

39. acknowledges that Cenkos or any of its affiliates acting as an investor for its own account may take up shares in the Company and in that capacity may retain, purchase or sell for its own account such shares and may offer or sell such shares other than in connection with the Placing;

40. represents and warrants that, if it is a pension fund or investment company, its purchase of New Shares is in full compliance with all applicable laws and regulation; and

41. to the fullest extent permitted by law, it acknowledges and agrees to the disclaimers contained in the announcement, including this Appendix.

The representations, warranties, acknowledgments and undertakings contained in this Appendix are given to Cenkos and the Company and are irrevocable and shall not be capable of termination in any circumstances.

The agreement to settle a Placee's subscription (and/or the subscription of a person for whom such Placee is contracting as agent) free of stamp duty and stamp duty reserve tax depends on the settlement relating only to a subscription by it and/or such person direct from the Company for the New Shares in question. Such agreement assumes that the New Shares are not being subscribed for in connection with arrangements to issue depositary receipts or to transfer the New Shares into a clearance service. If there are any such arrangements, or the settlement relates to any other subsequent dealing in the New Shares, stamp duty or stamp duty reserve tax may be payable, for which neither the Company nor Cenkos will be responsible, and the Placee to whom (or on behalf of whom, or in respect of the person for whom it is participating in the Placing as an agent or nominee) the allocation, issue or delivery of New Shares has given rise to such UK stamp duty or stamp duty reserve tax undertakes to pay such UK stamp duty or stamp duty reserve tax forthwith and to indemnify on an after-tax basis and to hold harmless the Company and Cenkos in the event that any of the Company and/or Cenkos has incurred any such liability to UK stamp duty or stamp duty reserve tax. If this is the case, each Placee should seek its own advice and notify Cenkos accordingly.

In addition, Placees should note that they will be liable for any stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the UK by them or any other person on the subscription by them of any New Shares or the agreement by them to subscribe for any New Shares.

Each Placee, and any person acting on behalf of the Placee, acknowledges that Cenkos does not owe any fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing Agreement.

Each Placee and any person acting on behalf of the Placee acknowledges and agrees that Cenkos or any of its affiliates may, at their absolute discretion, agree to become a Placee in respect of some or all of the New Shares.

When a Placee or person acting on behalf of the Placee is dealing with Cenkos, any money held in an account with Cenkos on behalf of the Placee and/or any person acting on behalf of the Placee will not be treated as client money within the meaning of the rules and regulations of the FCA made under the FSMA. The Placee acknowledges that the money will not be subject to the protections conferred by the client money rules; as a consequence, this money will not be segregated from Cenkos's money in accordance with the client money rules and will be used by Cenkos in the course of its own business and the Placee will rank only as a general creditor of Cenkos.

All times and dates in this announcement (including this Appendix) may be subject to amendment, and Placees' commitments, representations and warranties are not conditional on any of the expected times and dates in this announcement (including this Appendix) being achieved. Cenkos shall notify the Placees and any person acting on behalf of the Placees of any changes.

Past performance is no guide to future performance and persons needing advice should consult an appropriately qualified independent financial adviser.

Cenkos is entitled, at its discretion and out of its own resources, at any time to rebate to some or all of its investors, or to other parties (including the Investment Manager), part or all of its fees relating to the Placing.

The Investment Manager is entitled, at its discretion and out of its own resources, at any time to rebate to some or all of its investors, or to other parties (including funds managed/advised by the Investment Manager), part or all of its fees relating to the Placing.

MISCELLANEOUS

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended ("**MiFID II**"); (b) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing MiFID II; and (c) local implementing measures (together, the "**Product Governance Requirements**"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the Product Governance Requirements) may otherwise have with respect thereto, the New Shares have been subject to a product approval process, which has determined that the New Shares are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II; and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the "**Target Market Assessment**"). Notwithstanding the Target Market Assessment, Placees should note that: the price of the New Shares may decline and investors could lose all or part of their investment; the New Shares offer no guaranteed income and no capital protection; and an investment in the New 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 Placing. Furthermore, it is noted that, notwithstanding the Target Market Assessment, Cenkos will only procure investors who meet the criteria of professional clients and eligible counterparties. For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of 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 New Shares.

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

The content of this announcement has been prepared by, and is the sole responsibility of, GCP Asset Backed Income Fund Limited.

The information contained in this announcement is given at the date of its publication (unless otherwise marked) and is subject to updating, revision and amendment from time to time. Neither the content of the Company's website nor any website accessible by hyperlinks to the Company's website is incorporated in, or forms part of, this announcement.

Certain statements in this announcement are forward-looking statements which are based on the Company's expectations, intentions and projections regarding its future performance, anticipated events or trends and other matters that are not historical facts. These forward-looking statements, which may use words such as "aim", "anticipate", "believe", "could", "intend", "estimate", "expect" and words of similar meaning, include all matters that are not historical facts. These forward-looking statements involve risks, assumptions and uncertainties that could cause the actual results of operations, financial condition, liquidity and dividend policy and the development of the industries in which the Company's businesses operate to differ materially from the impression created by the forward-looking statements. These statements are not guarantees of future performance and are subject to known and unknown risks, uncertainties and other factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements. Given those risks and uncertainties, prospective investors are cautioned not to place undue reliance on forward-looking statements. Forward-looking statements speak only as of the date of such statements and, except as required by the FCA, the London Stock Exchange or applicable law, the Company undertakes no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

Cenkos Securities plc ("**Cenkos**"), which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively for the Company and no-one else in connection with the potential equity issue. Cenkos will not regard any other person as its client in relation to the potential issue and will not be responsible to anyone other than the Company for providing the protections afforded to its clients, nor for providing advice in relation to the potential issue, the contents of this announcement or any transaction, arrangement or other matter referred to herein.

None of the Investment Manager or Cenkos, or any of their respective directors, officers, employees, advisers, affiliates or agents, accepts any responsibility or liability whatsoever for or makes any representation or warranty, express or implied, as to this announcement, including the truth, accuracy or completeness of the information in this announcement (or whether any information has been omitted from the announcement) or for any loss howsoever arising from any use of the announcement or its contents. The Investment Manager and Cenkos, and their respective directors, officers, employees, advisers, affiliates or agents, accordingly disclaim all and any liability whether arising in tort, contract or otherwise which they might otherwise have in respect of this announcement or its contents or otherwise arising in connection therewith.

Jersey Regulatory Information

The Company is regulated as a certified fund in Jersey pursuant to the Collective Investment Funds (Jersey) Law 1988 (as amended) (the "**CIF Law**") and the Jersey Listed Fund Guide published by the Jersey Financial Services Commission (the "**JFSC**"). The JFSC is protected by the CIF Law against liability arising from the discharge of its functions under the CIF Law. The JFSC does not take responsibility for the financial soundness of the Company or for the correctness of any statements made or expressed in the announcement (including this Appendix). If you are in any doubt about the contents of the Announcement (including this Appendix), you should consult your stockbroker, bank manager, solicitor, accountant or financial adviser. It should be remembered that the price of shares and the income from them can go down as well as up and that shareholders may not receive, on sale or the cancellation of their shares, the amount they invested.

Listed funds are established in Jersey under a fast-track authorisations process. This process requires you to be notified that the JFSC views this fund as suitable therefore only for professional or experienced investors, or those who have taken appropriate professional advice. Regulatory requirements which may be deemed necessary by the JFSC for the protection of retail or inexperienced investors do not apply to listed funds. By investing in this fund you will be deemed to be acknowledging that you are a professional or experienced investor, or have taken appropriate professional advice, and accept the reduced requirements accordingly. You are wholly responsible for ensuring that all aspects of this fund are acceptable to you. Investment in listed funds may involve special risks that could lead to a loss of all or a substantial portion of such investment. Unless you fully understand and accept the nature of this fund and the potential risks inherent in this fund you should not invest in the fund.

Further information in relation to the regulatory treatment of listed funds domiciled in Jersey may be found on the website of the JFSC at www.jerseyfsc.org. Without limitation, neither the contents of the JFSC's website (or any other website) nor the contents of any website accessible from the hyperlinks on the JFSC's website (or any other website) is incorporated into or forms part of this document.

The Jersey regulatory requirements referred to above are not a reference to any requirements of the FCA or the Listing Rules.

Data Protection

The processing of a Placee's personal data by the Company will be carried out in compliance with the applicable data protection legislation and with its Privacy Notice, a copy of which can be found on the Company's website https://www.graviscapital.com/uploads/fund-documents/gcp-asset-backed/GABI-Privacy-Notice-Final-Version-September-2018.pdf.

Each Placee acknowledges that it has read and understood the processing activities carried out by the Company as informed in the referred Privacy Notice.

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