THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any matter referred to in this document or as to the action you should take, it is recommended that you seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other appropriate independent professional adviser duly authorised pursuant to the Financial Services and Markets Act 2000 (as amended) if you are in the United Kingdom or, if not, from another appropriately authorised independent advisor.

If you have sold or otherwise transferred all of your holding of Shares, please forward this document (but not any accompanying personalised Form of Proxy) at once to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee. This document should not, however be forwarded or transmitted in or into any jurisdiction in which such act would constitute a violation of the relevant laws in such jurisdiction. If you have sold or transferred only part of your holding of Shares, you should retain this document.

VPC SPECIALTY LENDING

INVESTMENTS PLC

VPC Specialty Lending Investments PLC

(Incorporated in England and Wales under the Companies Act 2006 with registered number 9385218)

Proposed change of investment objective and policy and amendment to the Investment Management Agreement to facilitate a managed wind-down of the Company

and

Notice of General Meeting

Your attention is drawn to the letter from the Chairman, which recommends that you vote in favour of the resolutions to be proposed at the General Meeting referred to below. However, this document should be read in its entirety.

Notice of a General Meeting of the Company to be held at the offices of Stephenson Harwood LLP, 1 Finsbury Circus, London EC2M 7SH at 2.00 p.m on 12 June 2023 is set out at the end of this document. Shareholders are requested to complete and return their Form of Proxy as soon as possible. To be valid, Forms of Proxy for use at the General Meeting must be completed and returned in accordance with the instructions printed thereon to the Company's Registrar, Link Group at PXS 1, Central Square, 29 Wellington Street, Leeds. LS1 4DL so as to arrive no later than 2.00 p.m on 8 June 2023.

As an alternative to completing and returning the accompanying Form of Proxy, you may submit your proxy electronically by accessing the Company Registrar's online voting portal www.signalshares.com. For security purposes, you will be asked to enter the control number, your shareholder reference number (SRN) and personal identification number (PIN) to validate the submission of your proxy online. The control number and members' individual SRN and PIN numbers are shown on the accompanying Form of Proxy. If you are a member of CREST you may be able to use the CREST electronic proxy appointment service. Proxies sent electronically must be sent as soon as possible and, in any event, so as to be received no later than 2.00 p.m. on 8 June 2023.

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EXPECTED TIMETABLE

	2023
Publication of this document	16 May
Latest time and date for receipt of Forms of Proxy or CREST electronic proxy appointments for the General Meeting	2.00 p.m. on 8 June
General Meeting	2.00 p.m. on 12 June
Adoption of amended and restated investment objective and policy (if Resolution 1 is passed)	12 June
Publication of the results of the General Meeting	12 June

Notes:

The above times and/or dates may be subject to change and in the event of such change, the revised times and/or dates will be notified to Shareholders by an announcement through a Regulatory Information Service.

All references to times in this document are to London times.

PART 1 – LETTER FROM THE CHAIRMAN

VPC Specialty Lending Investments PLC

(Incorporated in England and Wales under the Companies Act 2006 with registered number 9385218)

Directors:

Graeme Proudfoot (Chairman)
Oliver Grundy
Mark Katzenellenbogen
Elizabeth Passey
Clive Peggram

Registered Office:

6th Floor
65 Gresham Street
London
EC2V 7NQ

16 May 2023

Dear Shareholder,

Proposed change of investment objective and policy and amendment to the Investment Management Agreement to facilitate a managed wind-down of the Company

1 Introduction

I am writing to you with details of proposals:

(a) to change the investment objective and policy of the Company with a view to realising the Company's assets in an orderly manner that achieves a balance between maximising the value received from investments and making timely returns of cash to Shareholders; and

(b) to amend the terms of the Investment Management Agreement between the Company and the Investment Manager as a consequence of the modification of the Company's investment objective and policy so as to better align the interests of the Shareholders and the Investment Manager,

(collectively, the "**Proposals**").

The purpose of this document is to set out the background to and reasons for the Proposals and why the Board unanimously recommends that you vote in favour of the Resolutions to be proposed at the General Meeting.

Shareholder approval is being sought at the General Meeting, in accordance with the Listing Rules, for the proposed amendment to the Company's investment policy as the Company is proposing to make a material modification to its investment policy. Independent Shareholders' approval is also being sought at the General Meeting, in accordance with the Listing Rules, for the proposed amendment to the Investment Management Agreement as the transaction constitutes a related party transaction for the purposes of the Listing Rules.

The Resolutions will be proposed at a general meeting to be held at 2.00 p.m. on 12 June 2023, notice of which is set out at the end of this document.

2 Background to the Proposals

Although the Company has demonstrated strong NAV total return performance over the longer term (-6.97%, 39.49% and 57.60% over one year, three years and five years, respectively, to 31 December 2022), the discount to NAV per Share at which the Shares trade has been both wide and persistent despite measures taken by the Board to seek to address this through the use of buybacks.

Consequently, and as set out in the Company's announcement on 22 December 2022, the Board had for some time been reviewing options for reducing the continuing deep discount of the Company's Share price to NAV per Share and had taken professional advice and consulted certain major Shareholders of the Company.

Given the average discount of the Company's Share price to NAV per Share over the 3 month period ended 31 March 2023 was 17.5%, being greater than 5% this would have required the Company to propose the 25% Exit Opportunity following the 2023 AGM, in keeping with the commitment it made to Shareholders in 2020. However, the Board also explained in the Company's announcement on 22 December 2022 that it does not believe that the 25% Exit Opportunity alone would have a lasting impact on the discount of the Company's Share price to NAV per Share and that the 25% Exit Opportunity might in fact have a potentially detrimental impact for Shareholders. This is because the Company would

shrink in size, resulting in the Shares potentially becoming less liquid and the ratio of fees and other costs increasing as a proportion of NAV.

Rather than shrink the size of the Company and potentially decrease liquidity through the 25% Exit Opportunity, the Board has determined that a preferable course of action would be to provide an exit opportunity to Shareholders which improves on the 25% Exit Opportunity and should generate greater value for Shareholders. The Board believes that it would be in the best interests of the Company and Shareholders as a whole to put forward a proposal for a managed wind-down of the Company, which would provide a full managed exit for all Shareholders (as opposed to just a partial one, which would have been the case under the 25% Exit Opportunity).

This document therefore sets out the Proposals in detail. In order to implement the Proposals:

(a) Shareholders need to approve revisions to the investment policy of the Company so that the Company's assets can be realised in an orderly manner in order to provide a managed exit over time for all Shareholders; and

(b) Independent Shareholders need to approve the proposed amendment to the terms of the Investment Management Agreement between the Company and the Investment Manager in order to reflect the modification of the Company's investment objective and policy and to better align the interests of the Shareholders and the Investment Manager.

As the Proposals require the approval of Shareholders, a formal notice convening the General Meeting is set out at the end of this document.

The Board and the Investment Manager believe that a carefully managed process of divesting assets should, over the remaining life of the Company, remove the discount of the Share price to NAV per Share and as such should provide a reasonable return to Shareholders. In the Board's view there is insufficient Shareholder support for an alternative.

3 The Proposals

3.1 Amendment to the investment objective and investment policy of the Company

The Company proposes to amend its investment objective and investment policy as set out below. For information, the Company's existing investment objective and existing investment policy are set out in Part 3 of this document.

The Board is proposing that the Company's investment objective be restated as follows:

> "To conduct an orderly realisation of the assets of the Company, to be effected in a manner that seeks to achieve a balance between returning cash to Shareholders promptly and maximising value."

Revised investment policy

The Board and the Investment Manager believe that the Company's portfolio will require careful investment management in order to achieve the Company's proposed new investment objective.

If Resolution 1 is passed, the Company's existing investment policy will be replaced and the Company will adopt and adhere to the following amended and restated investment policy for so long as the Company maintains its listing and is subject to the Listing Rules:

> "The Company's investments will be realised in an orderly manner, that is, with a view to achieving a balance between returning cash to Shareholders promptly and maximising value.
>
> From the date of this document until 30 June 2023, the Company may make new investments directly (in aggregate) up to 5 per cent. of its Gross Assets (at the time of the investment) in consumer loans, SME loans, advances against corporate trade receivables and/or purchases of corporate trade receivables originated by portfolio companies ("**Debt Instruments**").
>
> Following this period, the Company may not make any new investments save that: (a) investments may be made to honour existing documented contractual commitments to existing portfolio companies as a majority of the Company's investments are delayed draw term loans; (b) further investment may be made into the Company's existing investments without redemption rights in order to preserve the value of such investments; and (c) realised cash may be invested in cash or cash equivalents, government or public securities (as defined in the rules of the UK Financial Conduct Authority), money market instruments, bonds, commercial paper or other debt obligations with banks

or other counterparties having a "single A" (or equivalent) or higher credit rating as determined by any internationally recognized rating agency selected by the directors of the Company (which may or may not be registered in the European Union) ("**Cash Instruments**") pending its return to Shareholders in accordance with the Company's investment objective.

Any return of proceeds to the Shareholders will be subject to compliance with existing gearing facilities and hedging arrangements, payment of expenses and reserves for potential liabilities.

The Company will continue to comply with the restrictions imposed by the Listing Rules."

Any material change to the revised investment policy would require Shareholder approval by an ordinary resolution in accordance with the Listing Rules.

The revised investment policy will involve a continuing evaluation of the portfolio in order to assess the most appropriate realisation strategy to be pursued in relation to each investment. Whilst some investments may be considered appropriate for sale in the shorter term, other investments may be held for a longer period with a view to enabling their inherent value to be realised successfully.

The Company's credit investments are typically structured as delayed draw term loans with credit enhancement in the form of (a) first loss equity subordination, (b) extensive covenant packages, and (c) extensive monitoring and data requirements. Portfolio companies generally contribute to the equity tranche which is in first loss position which aligns incentives with equity investors and management. Borrowers draw capital over time based on their needs, subject to availability under their borrowing base, covenant compliance and performance of the underlying collateral, among other conditions. The Company lends against a narrowly defined collateral pool, with eligibility tested on an ongoing basis in order to reduce the probability of loss or collateral deterioration. Collateral is tested and monitored regularly to ensure stability in the underlying collateral support.

The strategy for realising individual investments will be flexible and may need to be altered to reflect changes in the circumstances of a particular investment or in the prevailing market conditions. The Board will meet regularly to review progress in implementing the Company's revised investment objective and policy and the then current position of unrealised holdings.

The Board and the Investment Manager regard the orderly realisation of the Company's assets as the best strategic option at the present time. However, should Shareholders reject the proposed amendment to the investment policy to facilitate a managed wind-down of the Company, the Board and the Investment Manager will continue to fulfil the existing investment objective and policy and work to identify other options for the future of the Company.

To be overly prescriptive on the timeframe could prove detrimental to the realisation process. Sensitive, however, to the on-going costs of running the portfolio, the Investment Manager will aim to realise the portfolio in an orderly manner that achieves a balance between returning cash to Shareholders promptly and maximising value.

The weighted average remaining life of the Company's debt investments is 14 months as of 31 March 2023, however, given the illiquid nature of the Company's investments, it is very difficult to provide any certainty on the timeframe for realisation. The Board is aware that Shareholders will expect some guidance on the expected timeframe and, although Shareholders should place only limited reliance on this information, it is the Board's current estimate that the first distribution would occur at the end of 2023 or in early 2024 and distributions will continue thereafter with a substantial proportion of the portfolio being realised within three to five years. The Board will regularly communicate the expected timing of distributions as the portfolio is realised.

3.2 Amendment to the Investment Management Agreement

The Investment Manager is expected to manage the orderly realisation process over time by seeking appropriate values for the underlying assets of the Company.

The Board believes that the continued appointment of the Investment Manager is important to achieving this aim. However, the current fee arrangements were not structured with management of an orderly realisation process in contemplation and, consequently the Board and the Investment Manager have agreed, subject to Independent Shareholders' approval, to restructure the Investment Manager's management and performance fee arrangements in light of the proposed change in strategy to align the interests of the Company, its Shareholders and the Investment Manager throughout the orderly realisation process.

The revised performance fee arrangements, which are set out in detail below and in Part 5 of this document, have the following key alignments:

1. the Investment Manager shall not be entitled to receive any performance fee unless both the High Water Mark Condition and the Investment Hurdle Condition are met, each of which is defined below; and
2. any performance fees will only then be paid to the Investment Manager concurrent, and on a pro rata basis, with amounts being distributed to Shareholders, with performance fees in effect being paid out of realised returns only.

The Board believes that these are material improvements over the existing arrangements in the context of a managed wind-down and in return an increased performance fee rate of 20% (compared with the current 15%) has been agreed.

The Investment Manager has entered into a side letter to the Investment Management Agreement dated 16 May 2023 (the "**Side Letter**"), pursuant to which the Investment Management Agreement will, conditional upon the passing of Resolution 2 to be proposed at the General Meeting, be amended as follows:

Management fee

It is proposed that, should Resolution 2 be approved, the management fee shall remain the same, being 1/12 of 1.0 per cent. per month of the NAV, except that, once the NAV is reduced to less than £50 million the monthly management fee shall be subject to a minimum amount, therefore, the monthly management fee shall be the higher of 1/12 of 1.0 per cent. per month of the NAV and:

- *for the first year (the first to 12th month) following the NAV first being reduced to less than £50 million*: 1/12 of £500,000 per month;
- *for the second year (the 13th to 24th month) following the NAV first being reduced to less than £50 million*: 1/12 of £350,000 per month; and
- *for the third year (the 25th to 36th month) following the NAV first being reduced to less than £50 million*: 1/12 of £200,000 per month.

For the fourth year and beyond (37th month and beyond) following the NAV first being reduced to less than £50 million, the monthly management fee shall again be as it is currently (without any minimum amount requirement), which is 1/12 of 1.0 per cent. per month of the NAV.

The interests of the Company and the Investment Manager are currently aligned under the existing management fee arrangements based on the existing investment objective and policy. However, in view of the proposed changes to the investment objective and policy, the management fee arrangements are proposed to be amended (as described above) to ensure that alignment is preserved. In particular, it is in the interest of the Company for the orderly realisation process to be conducted efficiently, which would necessarily involve a gradual decrease in the NAV as value is realised and distributed to Shareholders. In contrast, the existing management fee is directly linked to the NAV, which may incentivise the Investment Manager to delay realisations so as to preserve the NAV at least at a level below which the Investment Manager's costs would exceed the management fee it earns. It is therefore proposed that, upon the changes to the investment objective and policy coming into effect, the management fee should be subject to a minimum amount as described above, which seeks to take into account the Investment Manager's workload and the continuing alignment of interests at that time as the Company shrinks through returning capital. Furthermore, it is proposed that the minimum management fee arrangement would only be in place for a three-year period so as to help incentivise the Investment Manager to complete the orderly realisation process within a reasonable timeframe without undue delay, following which the fee will revert to 1/12 of 1.0 per cent. per month of the NAV and cause an expected reduction in the amount of management fees paid to the Investment Manager.

Performance fee

It is proposed that the Investment Manager shall not be entitled to receive any performance fee unless both the High Water Mark Condition and the Investment Hurdle Condition are met.

Provided that the cumulative aggregate cash returned to Shareholders pursuant to one or more Distribution Event(s) totals an amount which is at least the High Water Mark NAV Amount of £317,614,783 (the "**High Water Mark Condition**"), upon each Distribution Event, the Investment Manager shall, subject

to the Investment Hurdle Condition as set out below, be entitled to receive 20 per cent. of the Excess being returned to Shareholders at that Distribution Event, provided that the Adjusted Net Asset Value as at the date of such Distribution Event exceeds the Adjusted Hurdle Value (the "**Investment Hurdle Condition**").

Set out in Part 4 of this document is a summary of the current management fee and performance fee arrangements under the existing Investment Management Agreement.

Set out in Part 5 of this document is a summary of the proposed changes to the management fee and performance fee arrangements under the Side Letter.

Just as the management fee is proposed to be amended to seek to align the interests of the Company and the Investment Manager, changes to the performance fee are also proposed. While it is in the interests of the Company for the orderly realisation process to be conducted efficiently, it is also crucial that this is balanced against the aim to maximise value. Accordingly, two aspects of the performance fee are proposed to be amended: (1) the point at which the performance fee crystallises; and (2) the requirements to be met before the Investment Manager is entitled to receive any performance fee.

The proposed change from annual crystallisation of any performance fee to performance fee payment points being linked to actual distributions to Shareholders seeks to align the interests of the Company and the Investment Manager, as it is intended that this proposed amendment would help incentivise the Investment Manager to return cash to Shareholders promptly, with performance fees only being paid upon actual returns of cash to Shareholders, as opposed to upon any unrealised gains. Furthermore, the proposed introduction of the High Water Mark Condition is intended to help incentivise the Investment Manager to maximise the value to be realised on the sale of the Company's investments and to ensure that the Company does not pay performance fees on future NAV growth on which a performance fee was paid to the Investment Manager in the past.

Related party transaction

Under the Listing Rules, the Investment Manager is deemed a related party of the Company and the proposed amendments to the Investment Management Agreement constitute a related party transaction requiring the approval of the Independent Shareholders before they may be implemented.

The Investment Manager has undertaken not to vote, and to take all reasonable steps to ensure that its associates do not vote, on Resolution 2. As at the Latest Practicable Date, the Investment Manager holds approximately 0.81 per cent of the Shares.

Acquisition Requirement

Separate to the above-mentioned related party transaction, the previously-existing requirement on the Investment Manager (provided that it would be lawful to do so and where Shares are trading at a discount to their prevailing NAV at any times during the five business day period beginning on the business day of the NAV announcement in respect of any month) to undertake to use reasonable endeavours to purchase Shares at such times during such five business day period in an amount equal to 1/12 of 0.2 per cent. of the NAV as at the NAV Calculation Date in respect of that month ("**Acquisition Requirement**") has now been removed and this change came into effect as from 31 March 2023.

4 Return of capital

The Board will keep Shareholders informed of its intentions concerning returns of capital, mechanisms for which may include (as well as the payment of dividends) tender offers, other schemes for the return of capital and/or the buying back of Shares as the portfolio is realised. Throughout, the Board will follow the principle of seeking to balance the optimum scale and accompanying costs to the Company of the relevant method of return with the desire to accomplish that return as quickly as practicable, without eroding the value to be distributed.

Amounts becoming available for return will come from contractual repayments by borrowers to the Company and from the disposal of portfolio assets, potentially after the repayment and cancellation of some or all of the Company's bank facilities.

The Board currently expects to continue paying dividends at the current rate for at least a year and potentially longer. The Company intends to maintain its investment trust status during this managed realisation process prior to liquidation.

The Board also expects to propose that the Company enters into voluntary liquidation at a point when the realisations and returns of capital have caused the Company to become too small to justify the costs of retaining a listing for its Shares or otherwise at a point when the Board considers the Company's remaining portfolio would be likely to cease, in the near term future, to continue to provide a spread of investment risk that is reasonable in the circumstances.

5 Benefits of the Proposals

The Board believes that the Proposals offer the following significant benefits to Shareholders:

- Commencing a managed realisation of assets, rather than placing the Company in liquidation immediately or seeking an immediate sale of the portfolio, is expected to enable the Company to maximise the value realised on the sale of its investments.
- Maintaining the listing of the Company's Shares while the substantial majority of its assets are realised will, subject to market conditions, enable Shareholders and prospective investors to continue to be able to buy and sell the Company's Shares in this period before the Company then enters voluntary liquidation.
- The realisation process will enable Shareholders to realise the value of their investment at a price over a period of time which should be closer to NAV than that which they may have received by trading their Shares prior to the date of this document given the discount to NAV per Share at which the Shares have traded.
- The Investment Manager would be appropriately incentivised through the revised fee arrangements to maximise realisation proceeds throughout the entire disposal process in a timely manner consistent with a prompt return of cash to Shareholders. The revised fee proposal would thus be more appropriate for the amended investment objective and policy while also ensuring better alignment between Shareholders and the Investment Manager. Fixed management fees alone could not achieve this degree of alignment.
- The revised fee arrangements would ensure a full NAV return (i.e., the High Water Mark NAV Amount) of cash to Shareholders before any performance fees are paid to the Investment Manager.
- Further, Shareholders will not pay performance fees on unrealised gains in the future which ensures the Investment Manager is only paid from realisable and returned capital proceeds and mitigates against disposals at a discount to expedite an expected voluntary liquidation of the Company.

6 Risk factors

As a result of the Proposals, Shareholders should be aware of the following risk factors:

- There is no guarantee that the change to the Company's investment objective and policy will provide the returns or realise the capital sought by Shareholders. There can be no guarantee that the Company will achieve its new investment objective.
- The market value and the NAV of the Shares may go down as well as up. The market value of the Shares at any particular time may vary significantly and not reflect the underlying NAV. Shareholders may not get paid the amount they originally invested on a sale of their Shares or on a liquidation of the Company.
- Running costs of the Company, sales commissions, asset liquidation costs, taxes and other costs associated with the realisation of the Company's assets will reduce the cash available for any distribution to Shareholders. No assurance can be given that all cash received on future realisations of the Company's investments will be returned as capital.
- As a result of the portfolio realisation, the number of investments held by the Company will reduce over time and, as a consequence, the aggregate return on the remaining portfolio will become increasingly exposed to the performance, favourable or unfavourable, of the remaining individual investments. This could have the effect of making performance more volatile.
- The proposed change of investment objective and policy would result in the Company becoming reliant on the Investment Manager's ability to dispose of investments in order to realise capital for Shareholders.
- At the point the Company enters into voluntary liquidation, it is likely to be uncertain how long it will take until full realisation is achieved and a final distribution can be made by the liquidator. On

entering voluntary liquidation the Company will cease to maintain its listing and Shareholders should thereafter no longer expect to be able to buy and sell Shares through the London Stock Exchange. Information concerning the value of remaining assets held, the split between cash and assets remaining to be realised, and the timings and the likely amounts of distributions may become less frequently available following the appointment of a liquidator.

- The Company's level of gearing may increase as a result, inter alia, of further draw downs to honour commitments to funds under existing contractual arrangements, revaluations of the portfolio or realisation of assets at less than their carrying value. An increased level of gearing would increase Shareholders' exposure to realisation values.
- The passing of Resolution 1 (to amend the investment policy to facilitate a managed wind-down of the Company) is not conditional upon the passing of Resolution 2 (to amend the Investment Management Agreement). Therefore, should Resolution 1 be passed and should Resolution 2 fail to be passed, the result will be that the Company's investment policy will be amended (to facilitate its managed wind-down) and yet the current management fee and the performance fee arrangements will nonetheless continue to remain in place for so long as the Investment Manager remains appointed as the investment manager to the Company pursuant to the Investment Management Agreement. In such case, there is the risk that, under the current fee arrangements, the interests of the Shareholders may not be fully aligned to those of the Investment Manager. Should Resolution 2 fail to be passed at the General Meeting, the Board does not believe that further re-negotiations on the management fee or the performance fee with the Investment Manager in the future would be a realistic possibility.
- The passing of Resolution 2 (to amend the Investment Management Agreement) is conditional upon the passing of Resolution 1 (to amend the investment policy to facilitate a managed wind-down of the Company). Therefore, should Resolution 1 fail to be passed, Resolution 2 shall not be proposed, and the result will be that neither the Company's investment policy nor the current management fee and performance fee arrangements will be amended. Furthermore, given that the proposal to amend the investment policy to facilitate a managed wind-down of the Company represents a 100% exit opportunity the Board will not be putting forward a separate 25% Exit Opportunity.

7 General Meeting

The Proposals require the approval by Shareholders at the General Meeting which has been convened for 2.00 p.m. on 12 June 2023.

The Resolutions will be proposed as ordinary resolutions. An ordinary resolution requires a majority of members entitled to vote and present in person or by proxy to vote in favour in order for it to be passed.

Resolution 2 is conditional upon the passing of Resolution 1. Therefore, if Resolution 1 fails to be passed, Resolution 2 will not be proposed.

If Resolution 2 fails to be passed, the current management fee and the performance fee arrangements will remain on their existing terms as set out in the Investment Management Agreement, for so long as the Investment Manager remains appointed as the investment manager to the Company pursuant to the Investment Management Agreement.

In accordance with the Articles, all Shareholders present in person or by proxy shall upon a show of hands have one vote and upon a poll shall have one vote in respect of each Share held. In order to ensure that a quorum is present at the General Meeting, it is necessary for two Shareholders entitled to vote to be present, whether in person or by proxy (or, if a corporation, by a representative).

The formal notice convening the General Meeting is set out at the end of this document.

8 Action to be taken in respect of the General Meeting

Shareholders will find enclosed with this document a personalised Form of Proxy for use at the General Meeting.

Shareholders are asked to complete and return the Form of Proxy, in accordance with the instructions printed thereon, to the Company's Registrar, Link Group at PXS 1, Central Square, 29 Wellington Street, Leeds. LS1 4DL so as to be received as soon as possible, and in any event no later than 2.00 p.m. on 12 June 2023.

Recipients of this document who are the beneficial owners of Shares held through a nominee should follow the instructions provided by their nominee or their professional adviser if no instructions have been provided.

As an alternative to completing and returning the accompanying Form of Proxy, you may submit your proxy electronically by accessing the Company Registrar's online voting portal www.signalshares.com. For security purposes, you will be asked to enter the control number, your shareholder reference number (SRN) and personal identification number (PIN) to validate the submission of your proxy online. The control number and members' individual SRN and PIN numbers are shown on the accompanying Form of Proxy. If you are a member of CREST you may be able to use the CREST electronic proxy appointment service. Proxies sent electronically must be sent as soon as possible and, in any event, so as to be received no later than 2.00 p.m. on 12 June 2023.

9 Recommendation

The Board considers that the Proposals are in the best interests of the Company and its Shareholders as a whole.

In the opinion of the Board the proposed amendments to the Investment Management Agreement are fair and reasonable as far as Shareholders are concerned and the Directors have been so advised by Winterflood Securities Limited (acting in its capacity as sponsor to the Company). In providing its advice to the Board Winterflood Securities Limited has taken into account the Board's commercial assessment of the Proposals.

Accordingly, the Board unanimously recommends that Shareholders vote in favour of the Resolutions to be proposed at the General Meeting.

The Directors intend to vote in favour, or procure the vote in favour, of the Resolutions at the General Meeting in respect of their own beneficial holdings of Shares which, in aggregate, amount to 718,240 Shares representing approximately 0.2 per cent. of the Company's issued Share capital (excluding Shares held in treasury).

Yours faithfully

Graeme Proudfoot
Chairman

PART 2 – ADDITIONAL INFORMATION

1 Share capital

As at the Latest Practicable Date, the issued share capital of the Company was as follows:

	Number	*Nominal value (£)*
Shares	278,276,392*	2,782,763.92

**Including 104,339,273 Shares held in treasury*

2 Major Shareholders

As at the close of business on the Latest Practicable Date, insofar as is known to the Company, the following persons were directly or indirectly interested in three per cent. or more of its issued Share capital:

	Number of Shares	Percentage of issued Share capital*
SVS Opportunity Fund GP, LP.	56,256,107	20.22
Schroders plc	22,400,000	8.05
Premier Fund Managers Limited	22,165,000	7.97
Newton Investment Management Limited	12,870,021	4.62
AXA Investment Managers S.A.	8,250,000	2.96
Metage Funds Limited	8,565,079	3.08

**Excluding 104,339,273 Shares held in treasury*

3 Material contract

The following material contract, not being a contract entered into in the ordinary course of business, has been entered into by the Company during the two years immediately preceding the date of this document. The Directors consider Shareholders would reasonably require information on this contract in order to make a properly informed assessment of how to vote at the General Meeting and the contract provisions relating to the proposed revised management fee and performance fee arrangements (as summarised in Part 5 of this document) only become effective if Independent Shareholders vote in favour of Resolution 2. There are no other such contracts entered into by the Company as at the date of this document.

Side Letter

Please refer to the summary relating to the Side Letter as set out in paragraph 3.2 of Part 1 of this document and in Part 5 of this document.

4 General

4.1 Winterflood Securities Limited has given and not withdrawn its written consent to the issue of this document with the references to its name in the form and context in which it is included.

4.2 There has been no significant change in the Group's financial position since 31 December 2022, being the date to which the latest financial information has been published.

5 Documents available for inspection

Copies of the following documents will be available for inspection at the Company's registered office at 6th Floor, 65 Gresham Street, London, EC2V 7NQ and at the offices of Stephenson Harwood LLP, 1 Finsbury Circus, London EC2M 7SH during normal business hours on weekdays (Saturdays, Sundays and public holidays excepted) from the date of this document until the General Meeting and are also available on the Company's website at www.vpcspecialtylending.com:

5.1 this document; and

5.2 the Articles.

16 May 2023

PART 3 – EXISTING INVESTMENT OBJECTIVE AND INVESTMENT POLICY

Existing investment objective

The Company's current investment objective is to is to generate an attractive total return for Shareholders consisting of distributable income and capital growth through investments in financial services opportunities. The Company provides asset-backed lending solutions to emerging and established businesses with the goal of building long-term, sustainable income generation. The Company focuses on providing capital to vital segments of the economy, which for regulatory and structural reasons are underserved by the traditional banking industry. Among others, these segments include small business lending, working capital products, consumer finance and real estate. The Company offers shareholders access to a diversified portfolio of opportunistic credit investments originated by non-bank lenders with a focus on the rapidly developing technology-enabled lending sector. Through rigorous diligence and credit monitoring, the Company generates stable income with significant downside protection.

Existing investment policy

The Company seeks to achieve its investment objective by investing in opportunities in the financial services market through portfolio companies and other lending-related opportunities.

The Company invests directly or indirectly into available opportunities, including by making investments in, or acquiring interests held by, third-party funds (including those managed by the Investment Manager or its affiliates).

Direct investments include consumer loans. SME loans, advances against corporate trade receivables and/or purchases of corporate trade receivables originated by portfolio companies ("**Debt Instruments**"). Such Debt Instruments may be subordinated in nature or may be second lien, mezzanine or unsecured loans.

Indirect investments include investments in portfolio companies (or in structures set up by portfolio companies) through the provision of senior secured floating rate credit facilities ("**Credit Facilities**"), equity or other instruments. Additionally, the Company's investments in Debt Instruments and Credit Facilities are made through subsidiaries of the Company or through partnerships in order to achieve bankruptcy remoteness from the platform itself, providing an extra layer of credit protection.

The Company may also invest in other financial services related opportunities through a combination of debt facilities, equity or other instruments.

The Company may also invest (in aggregate) up to 10 per cent. of its Gross Assets (at the time of investment) in listed or unlisted securities (including equity and convertible securities or any warrants) issued by one or more of its portfolio companies or financial services entities.

The Company invests across several portfolio companies, asset classes, geographies (primarily US, UK, Europe, Australia, Asia and Latin America) and credit bands in order to create a diversified portfolio and thereby mitigates concentration risks.

I*nvestment restrictions:* The following investment limits and restrictions apply to the Company, to ensure that the diversification of the Company's portfolio is maintained, and that concentration risk is limited:

- *Platform restrictions:*
    - Subject to the following, the Company generally does not intend to invest more than 20 per cent. of its Gross Assets in Debt Instruments (net of any gearing ring-fenced within any SPV which would be without recourse to the Company), originated by, and/or Credit Facilities and equity instruments in, any single portfolio company, calculated at the time of investment. All such aggregate exposure to any single portfolio company (including investments via an SPV) will always be subject to an absolute maximum, calculated at the time of investment, of 25 per cent. of the Company's Gross Assets.

- *Asset class restrictions:*
  - Single loans acquired by the Company will typically be for a term no longer than five years.
  - The Company will not invest more than 20 per cent. of its Gross Assets, at the time of investment, via any single investment fund investing in Debt Instruments and Credit Facilities. In any event, the Company will not invest, in aggregate, more than 60 per cent. of its Gross Assets, at the time of investment, in investment funds that invest in Debt Instruments and Credit Facilities.
  - The Company will not invest more than 10 per cent. of its Gross Assets, at the time of investment, in other listed closed-ended investment funds, whether managed by the Investment Manager or not, except that this restriction shall not apply to investments in listed closed-ended investment funds which themselves have stated investment policies to invest no more than 15 per cent. of their gross assets in other listed closed-ended investment funds.
  - The following restrictions apply, in each case at the time of investment by the Company, to both Debt Instruments acquired by the Company via wholly-owned SPVs or partially-owned SPVs on a proportionate basis under the marketplace model, on a look-through basis under the asset backed lending model and to any Debt Instruments held by another investment fund in which the Company invests:
    - No single consumer loan acquired by the Company shall exceed 0.25 per cent. of its Gross Assets.
    - No single SME loan acquired by the Company shall exceed 5.0 per cent. of its Gross Assets. For the avoidance of doubt, Credit
    - Facilities entered into directly with portfolio companies are not considered SME loans.
    - No single trade receivable asset acquired by the Company shall exceed 5.0 per cent. of its Gross Assets.
- *Other restrictions:*
  - The Company's un-invested or surplus capital or assets may be invested in Cash Instruments for cash management purposes and with a view to enhancing returns to shareholders or mitigating credit exposure.
  - Where appropriate, the Company will ensure that any SPV used by it to acquire or receive (by way of assignment or otherwise) any loans to UK consumers shall first obtain the appropriate authorisation from the FCA for consumer credit business.

Borrowings: Borrowings may be employed at the level of the Company and at the level of any investee entity (including any other investment fund in which the Company invests or any SPV that may be established by the Company in connection with obtaining gearing against any of its assets).

The Company may, in connection with seeking such gearing securitising its loans, seek to assign existing assets to one or more SPVs and/or seek to acquire loans using an SPV.

The Company may establish SPVs in connection with obtaining gearing against any of its assets or in connection with the securitisation of its loans (as set out further below). It intends to use SPVs for these purposes to seek to protect the geared portfolio from group level bankruptcy or financing risks.

The aggregate gearing of the Company and any investee entity (on a look-through basis, including borrowing through securitisation using SPVs) shall not exceed 1.5 times its NAV (1.5x).

As is customary in financing transactions of this nature, the particular SPV will be the borrower and the Company may from time to time be required to guarantee or indemnify a third-party lender for losses incurred as a result of certain "bad boy" acts of the SPV or the Company, typically including fraud or wilful misrepresentation or causing the SPV voluntarily to file for bankruptcy protection. Any such arrangement will be treated as 'non-recourse' with respect to the Company provided that any such obligation of the Company shall not extend to guaranteeing or indemnifying ordinary portfolio losses or the value of the collateral provided by the SPV.

PART 4 – SUMMARY OF THE CURRENT MANAGEMENT FEE AND PERFORMANCE FEE ARRANGEMENTS UNDER THE INVESTMENT MANAGEMENT AGREEMENT

Current management fee - summary

The Company shall pay to the Investment Manager in pounds sterling a management fee equal to 1/12 of 1.0 per cent. per month of the NAV. The management fee shall be calculated as at each NAV Calculation Date and payable monthly in arrear and shall be paid within 30 calendar days thereof.

The Investment Manager shall not charge a management fee twice. Accordingly, if any time the Company invests in or through any other investment fund, special purpose vehicle or managed account arrangement and a management fee or advisory fee is charged to such investment fund, special purpose vehicle or managed account arrangement by the Investment Manager or any of its affiliates, the Investment Manager agrees to (and shall procure that all of its relevant affiliates shall) either (at the option of the Investment Manager):

a) waive such management fee or advisory fee suffered by the Company by virtue of the Investment Manager's (or such relevant affiliate's/affiliates') management of (or advisory role in respect of) such investment fund, special purpose vehicle or managed account arrangement, other than the fees charged by the Investment Manager under the Investment Management Agreement; or

b) charge the relevant fee to the relevant investment fund, special purpose vehicle or managed account arrangement, but ensure that the value of such investment shall be excluded from the calculation of the NAV for the purposes of determining the management fee payable. The Investment Manager may charge a fee pursuant to this sub-paragraph based on a percentage of gross assets (such percentage not to exceed 1.0 per cent. per annum) in respect of any investment made by the Company or any member of its group where such investment employs leverage from third parties and the Investment Manager or any of its affiliates is entitled to charge a fee based on gross assets in respect of such investment.

Current performance fee - summary

The performance fee shall be paid in pounds sterling from the Company calculated as set out below:

If, at the end of a Calculation Period, the Adjusted Net Asset Value exceeds the Adjusted Hurdle Value, the Investment Manager shall be entitled to a performance fee equal to the lower of:

a) in each case as at the end of the Calculation Period, an amount equal to (a) Adjusted Net Asset Value minus the Adjusted Hurdle Value, minus (b) the aggregate of all performance fees paid to the Investment Manager in respect of all previous Calculation Periods; and

b) the amount by which (a) 15 per cent. of the total increase in the Adjusted Net Asset Value since the NAV as at 30 April 2017 (being the aggregate of the increase in the Adjusted Net Asset Value in the relevant Calculation Period and in each previous Calculation Periods) exceeds (b) the aggregate of all performance fees paid to the Investment Manager in respect of all previous Calculation Periods. In the foregoing calculation, the Adjusted Net Asset Value will be adjusted for any increases or decreases in the NAV attributable to the issue or repurchase of any Shares in order to calculate the total increase in the NAV attributable to the performance of the Company.

The performance fee shall be deemed to accrue as at each NAV Calculation Date. The performance fee shall be payable by the Company to the Investment Manager in arrear within 30 calendar days of the end of the relevant Calculation Period.

The Investment Manager shall not charge a performance fee twice. Accordingly, if at any time the Company invests in or through any other investment fund, special purpose vehicle or managed account arrangement and a performance fee or carried interest is charged to such investment fund, special purpose vehicle or managed account arrangement by the Investment Manager or any of its affiliates, the Investment Manager agrees to (and shall procure that all of its relevant affiliates shall) either (at the option of the Investment Manager):

a) waive such performance fee or carried interest suffered by the Company by virtue of the Investment Manager's (or such relevant affiliate's/affiliates') management of (or advisory role in respect of) such investment fund, special purpose vehicle or managed account, other than the fees charged by the Investment Manager under the Investment Management Agreement; or

b) calculate the performance fee as above, except that in making such calculation the NAV (as of the date of the end of the Calculation Period at which the latest performance fee is earned) and the Adjusted Net Asset Value (as of the NAV Calculation Date) shall not include the value of any assets invested in any other investment fund, special purpose vehicle or managed account arrangement that is charged a performance fee or carried interest by the Investment Manager or any of its affiliates (and such performance fee or carried interest is not waived with respect to the Company).

PART 5 – SUMMARY OF THE PROPOSED CHANGES TO THE MANAGEMENT FEE AND PERFORMANCE FEE ARRANGEMENTS UNDER THE SIDE LETTER

Proposed revised management fee - summary

It is proposed that, should Resolution 2 be approved, the management fee shall remain the same, being 1/12 of 1.0 per cent. per month of the NAV, except that, once the NAV is reduced to less than £50 million, the monthly management fee shall be subject to a minimum amount, therefore, the monthly management fee shall be the higher of 1/12 of 1.0 per cent. per month of the NAV and:

- *for the first year (the first to 12th month) following the NAV first being reduced to less than £50 million:* 1/12 of £500,000 per month;
- *for the second year (the 13th to 24th month) following the NAV first being reduced to less than £50 million:* 1/12 of £350,000 per month; and
- *for the third year (the 25th to 36th month) following the NAV first being reduced to less than £50 million:* 1/12 of £200,000 per month.

For the fourth year and beyond (37th month and beyond) following the NAV first being reduced to less than £50 million, the monthly management fee shall again be as it is currently (without any minimum amount requirement), which is 1/12 of 1.0 per cent. per month of the NAV.

As is the same as it is currently, the management fee shall be calculated as at each NAV Calculation Date and payable monthly in arrear and shall be paid within 30 calendar days thereof. As is the same as it is currently, the Investment Manager shall not charge a management fee twice, therefore the provisions as set out in the final paragraph of Part 4 of this document shall continue to apply.

Proposed revised performance fee - summary

It is proposed that, should Resolution 2 be approved, the performance fee shall be determined in accordance with the following provisions.

For the purposes of this Part 5:

"**Distribution Event**" means the making of any distribution by the Company to Shareholder(s) from 1 January 2022, whether pursuant to any tender offer or share buyback or dividend payment or upon liquidation of the Company or pursuant to any other mechanism by which cash is being returned, paid or distributed to any Shareholders.

"**Excess**" means, after the cumulative aggregate cash returned to Shareholders pursuant to one or more Distribution Event(s) having reached the High Water Mark NAV Amount, any further cash (over and above the High Water Mark NAV Amount) which is being returned to Shareholders pursuant to a Distribution Event.

"**High Water Mark NAV Amount**" means an amount equal to £317,614,783 (this being the reported NAV as at 31 December 2021).

"**Terminated by the Company For Cause**" means if the Investment Management Agreement is terminated by the Company pursuant to clause 16.2.1, clause 16.2.2 or clause 16.2.3 of the Investment Management Agreement (that is, by reason of a liquidation event of the Investment Manager, or by reason of the Investment Manager's material breach of the Investment Management Agreement, or by reason of the representation, warranty and undertaking made by the Investment Manager in the Investment Management Agreement ceasing to be true).

"**Terminated by the Investment Manager For Cause**" means if the Investment Management Agreement is terminated by the Investment Manager pursuant to clause 16.1.1 or clause 16.1.2 of the Investment Management Agreement (that is, by reason of a liquidation event of the Company, or by reason of the Company's material breach of the Investment Management Agreement).

"**Terminated Without Cause**" means if the Investment Management Agreement is either terminated by the Company or by the Investment Manager pursuant to clause 2.1 of the Investment Management Agreement (that is, by giving the other party not less than six months' notice in writing to terminate the agreement).

The Investment Manager shall not be entitled to receive any performance fee unless both the High Water Mark Condition (as defined below) and the Investment Hurdle Condition (as defined below) are met.

Provided that the cumulative aggregate cash returned to Shareholders pursuant to one or more Distribution Event(s) totals an amount which is at least the High Water Mark NAV Amount (the "**High Water Mark Condition**"), upon each Distribution Event, the Investment Manager shall, subject to the Investment Hurdle Condition as set out below, be entitled to receive 20 per cent. of the Excess being returned to Shareholders at that Distribution Event (the "**performance fee**")), provided that the Adjusted Net Asset Value as at the date of such Distribution Event exceeds the Adjusted Hurdle Value (the "**Investment Hurdle Condition**").

The performance fee shall be paid in pounds sterling. The performance fee shall be payable at the relevant Distribution Event or as soon as possible thereafter, within 30 calendar days thereof.

In the event that the Company makes a distribution in specie to any Shareholder(s) (including a distribution of assets or shares or other non-cash distribution (a "**Non-Cash Distribution**")), the Company shall provide the Investment Manager with a proposal regarding how such Non-Cash Distribution should be valued for the purposes of calculating whether a performance fee is payable (a "**Valuation Proposal**"). A Valuation Proposal shall be provided to the Investment Manager within ten Business Days of a Non-Cash Distribution being made. In the event that the Investment Manager does not accept the Valuation Proposal, the certificate of a firm of internationally recognised accountants to be appointed by the Company acting as experts and not as arbitrators shall be final and binding (save for manifest error).

If the Investment Management Agreement is terminated and no Distribution Event occurs after the effective date of termination of the agreement, no performance fee shall be payable. If the Investment Management Agreement is terminated and in the event that a Distribution Event occurs after the effective date of termination of the agreement, but the High Water Mark Condition and/or the Investment Hurdle Condition are/is not met, no performance fee shall be payable.

If the Investment Management Agreement is terminated and in the event that a Distribution Event occurs after the effective date of termination of the agreement and if a performance fee would have been payable at such Distribution Event (with the High Water Mark Condition and the Investment Hurdle Condition both being met) had the Investment Management Agreement not been terminated, then whether or not the Investment Manager shall be entitled to a performance fee in respect of such Distribution Event shall depend on how the Investment Management Agreement has been terminated, as follows:

(i) If the Investment Management Agreement is Terminated by the Company For Cause: the Investment Manager shall not be entitled to any performance fee in respect of such Distribution Event (irrespective of whether or not any amounts may have already accrued prior to termination).

(ii) If the Investment Management Agreement is Terminated by the Investment Manager For Cause: the Investment Manager shall be entitled to a performance fee in respect of such Distribution Event (notwithstanding that the Investment Management Agreement has already terminated).

(iii) If the Investment Management Agreement is Terminated Without Cause by the Company: the Investment Manager shall be entitled to a performance fee in respect of such Distribution Event (notwithstanding that the Investment Management Agreement has already terminated).

(iv) If the Investment Management Agreement is Terminated Without Cause by the Investment Manager: the Investment Manager shall not be entitled to any performance fee in respect of such Distribution Event (irrespective of whether or not any amounts may have already accrued prior to termination).

PART 6 – DEFINITIONS

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

"**2023 AGM**"	the annual general meeting of the Company to be held in 2023
"**25% Exit Opportunity**"	the exit opportunity announced by the Company in June 2020, whereby the Board committed to offering Shareholders an exit opportunity for up to 25 per cent. of the Shares in issue immediately following the 2023 AGM if the average discount to NAV at which the Shares trade over the 3 month period ending on 31 March 2023 is greater than 5 per cent.
"**Acquisition Requirement**"	has the meaning given to it in Paragraph 3 of Part 1 of this document
"**Adjusted Hurdle Value**"	the NAV as at 30 April 2017 adjusted for any increases or decreases in the NAV attributable to the issue or repurchase of any Shares increasing at an uncompounded rate equal to the Hurdle
"**Adjusted Net Asset Value**"	the NAV plus (a) the aggregate amount of any dividends paid or distributions made in respect of any Shares and (b) the aggregate amount of any dividends or distributions accrued but unpaid in respect of any Shares, plus the amount of any performance fees both paid and accrued but unpaid, in each case after 1 May 2017 and without duplication
"**Articles**"	the articles of association of the Company in force at the date of this document
"**Board**" or "**Directors**"	the board of directors of the Company
"**Calculation Period**"	means (i) for the initial period, the eight-month period starting on 1 May 2017 and ending on 31 December 2017, (ii) thereafter, each twelve-month period starting on 1 January and ending on 31 December in each calendar, and (iii) the final Calculation Period shall end on the day on which the Investment Management Agreement is terminated or, if earlier, the Business Day immediately preceding the day on which the Company goes into liquidation
"**Cash Instruments**"	has the meaning given to it in Paragraph 3 of Part 1 of this document
"**Company**"	VPC Specialty Lending Investments PLC
"**Company's Registrar**"	Link Group
"**Credit Facilities**"	has the meaning given to it in Part 3 of this document
"**CREST**"	the relevant system as defined in the CREST Regulations in respect of which Euroclear is the operator (as defined in the CREST Regulations) in accordance with which securities may be held in uncertificated form
"**CREST Regulations**"	the Uncertificated Securities Regulations 2001 (SI 2001 No. 2001/3755), as amended
"**Debt Instruments**"	has the meaning given to it in Paragraph 3 of Part 1 of this document
"**Disclosure Guidance and Transparency Rules**"	the disclosure guidance and transparency rules as set out in the FCA's handbook of rules and guidance, as amended
"**Distribution Event**"	has the meaning given to it in Part 5 of this document
"**Euroclear**"	Euroclear UK & International Limited

"**Excess**"	has the meaning given to it in Part 5 of this document
"**FCA**" or "**Financial Conduct Authority**"	the UK Financial Conduct Authority
"**Form of Proxy**"	the personalised form of proxy provided with this document for use by Shareholders in connection with the General Meeting
"**FSMA**"	the UK Financial Services and Markets Act 2000, as amended
"**General Meeting**"	the general meeting of the Company to be held on 12 June 2023 at 2.00 p.m. (or any adjournment thereof), notice of which is set out at the end of this document
"**Gross Assets**"	the gross assets of the Company as determined in accordance with the accounting principles adopted by the Company from time to time
"**Group**"	the Company and its subsidiaries from time to time
"**High Water Mark Condition**"	has the meaning given to it in Paragraph 3.2 of Part 1 and Part 5 of this document
"**High Water Mark NAV Amount**"	has the meaning given to it in Part 5 of this document
"**Hurdle**"	five per cent. per annum
"**Independent Shareholders**"	Shareholders other than the Investment Manager and its associates
"**Investment Hurdle Condition**"	has the meaning given to it in Paragraph 3.2 of Part 1 and Part 5 of this document
"**Investment Management Agreement**"	the investment management agreement dated 26 February 2015 between the Company and the Investment Manager, as amended between the parties from time to time
"**Investment Manager**"	Victory Park Capital Advisors, LLC
"**Latest Practicable Date**"	12 May 2023 (being the latest practicable date prior to the publication of this document)
"**Listing Rules**"	the Listing Rules made by the FCA under section 74 of FSMA
"**London Stock Exchange**"	London Stock Exchange plc
"**NAV**"	the total value of all of the assets of the Company less its liabilities as determined in accordance with the accounting principles adopted by the Company from time to time
"**NAV Calculation Date**"	the last Business Day in each calendar month or such other day in each calendar month as the Company and the Investment Manager may agree
"**Non-Cash Distribution**"	has the meaning given to it in Part 5 of this document
"**Proposals**"	the proposals to amend the Company's investment objective and policy and to amend the Investment Management Agreement, as defined and described in Part 1 of this document
"**Register of Members**"	the register of members of the Company
"**Regulatory Information Service**"	a service authorised by the Financial Conduct Authority to release regulatory announcements to the London Stock Exchange
"**Resolution 1**"	the ordinary resolution to be proposed at the General Meeting to authorise the amendments to the Company's investment policy

"**Resolution 2**"	the ordinary resolution to be proposed at the General Meeting to authorise the amendments to the Investment Management Agreement
"**Resolutions**"	together Resolution 1 and Resolution 2
"**Shareholders**"	holders of Shares
"**Shares**"	ordinary shares of 1p each in the capital of the Company
"**Side Letter**"	has the meaning given to it in Paragraph 3 of Part 1 of this document
"**SME**"	small and medium-sized enterprise
"**SPV**"	special purpose vehicle
"**Terminated by the Company For Cause**"	has the meaning given to it in Part 5 of this document
"**Terminated by the Investment Manager For Cause**"	has the meaning given to it in Part 5 of this document
"**Terminated Without Cause**"	has the meaning given to it in Part 5 of this document
"**Valuation Proposal**"	has the meaning given to it in Part 5 of this document

NOTICE OF GENERAL MEETING

VPC Specialty Lending Investments PLC

(Incorporated in England and Wales under the Companies Act 2006 with registered number 9385218)

NOTICE OF GENERAL MEETING

NOTICE IS HEREBY GIVEN that a GENERAL MEETING of VPC Specialty Lending Investments PLC (the "Company") will be held at the offices of Stephenson Harwood LLP, 1 Finsbury Circus, London EC2M 7SH on 12 June 2023 at 2.00 p.m. to consider and, if thought fit, pass the following ordinary resolutions. As the second ordinary resolution is conditional upon the passing of the first ordinary resolution, if the first ordinary resolution fails to be passed, the second ordinary resolution will not be proposed.

ORDINARY RESOLUTIONS

1. **THAT** the proposed new investment policy of the Company as described in Part 1 of the circular to Shareholders dated 16 May 2023 of which this notice forms part (the "**Circular**") be adopted as the investment policy of the Company with immediate effect and the existing investment policy be and is hereby replaced.
2. **THAT**, conditional upon the passing of Resolution 1, the amendments to the Investment Management Agreement described in the Circular be and are hereby approved and the Company be and is authorised to give effect to the Side Letter.

Words and expressions defined in the Circular shall, save where the context otherwise requires, have the same meanings in these Resolutions.

Registered Office
6th Floor
65 Gresham Street
London
EC2V 7NQ

By Order of the Board

Notes:

These notes should be read in conjunction with the notes on the Form of Proxy.

1. Voting record date

Only members registered in the Register of Members of the Company at 6.00 p.m. on 9 June 2023 shall be entitled to attend and vote at the General Meeting in respect of the number of voting rights registered in their name at that time. Changes to entries on the Register of Members after 6.00 p.m. on 9 June 2023 shall be disregarded in determining the rights of any person to attend and vote at the General Meeting.

If the General Meeting is adjourned, then the voting record date will be the close of business on the day which is two days (not including any part of a day that is not a business day) before the day of the adjourned meeting.

In the case of joint holders of a voting right, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and, for this purpose, seniority shall be determined by the order in which the names stand in the Register of Members in respect of the joint holding.

2. Right to appoint proxies

Pursuant to Section 324 of the Companies Act 2006, a member entitled to attend and vote at the General Meeting may appoint one or more proxies to attend, speak and vote in its place. Such a member may appoint more than one proxy, provided that each proxy is appointed to exercise the rights attached to different shares held by him. A proxy need not be a member of the Company.

A Form of Proxy is enclosed. The completion of the Form of Proxy or any CREST proxy instructions (as described in Note 7) will not in itself preclude a Shareholder from attending and voting in person at the General Meeting.

If the total number of voting rights that the Chairman will be able to vote (taking into account any proxy appointments from Shareholders over which he is given discretion and any voting rights in respect of his own shares) is such that he will have a notifiable obligation under the Disclosure Guidance and Transparency Rules of the Financial Conduct Authority, the Chairman will make the necessary notifications to the Company and to the Financial Conduct Authority. Therefore, any member holding 3 per cent. or more of the voting rights in the Company who grants the Chairman a discretionary proxy in respect of some or all of those voting rights and so would otherwise have a notification obligation under the Disclosure Guidance and Transparency Rules, need not make a separate notification to the Company and to the Financial Conduct Authority. However, any member holding 3 per cent. or more of the voting rights in the Company who appoints a person other than the Chairman as proxy will need to ensure that both the member and the proxy comply with their respective disclosure obligations under the Disclosure Guidance and Transparency Rules]. Section 324 does not apply to persons nominated to receive information rights pursuant to Section 146 of the Companies Act 2006. Persons nominated

to receive information rights under Section 146 of the Companies Act 2006 have been sent this Notice of General Meeting and are hereby informed, in accordance with Section 149(2) of the Companies Act 2006, that they may have the right under an agreement with the registered member by whom they are nominated to be appointed, or to have someone else appointed, as a proxy for this General Meeting. If they have such right or do not wish to exercise it, they may have a right under such an agreement to give instructions to the member as to the exercise of voting rights.

Nominated persons should contact the registered member by whom they were nominated in respect of these arrangements. The statement of rights of Shareholders in relation to the appointment of proxies in this paragraph does not apply to nominated persons.

3. Proxies' rights to vote at the meeting

On a vote on a show of hands, each proxy has one vote.

If a proxy is appointed by more than one member and all such members have instructed the proxy to vote in the same way, the proxy will only be entitled, on a show of hands, to vote "for" or "against" as applicable. If a proxy is appointed by more than one member, but such members have given different voting instructions, the proxy may, on a show of hands, vote both "for" and "against" in order to reflect the different voting instructions.

On a poll, all or any of the voting rights of the member may be exercised by one or more duly appointed proxies. However, where a member appoints more than one proxy, Section 285(4) of the Companies Act 2006 does not authorise the exercise by the proxies taken together of more extensive voting rights than could be exercised by the member in person.

4. Voting by corporate representatives

Corporate representatives are entitled to attend and vote on behalf of the corporate member in accordance with Section 323 of the Companies Act 2006 provided they do not do so in relation to the same shares.

5. Receipt and termination of proxies

To be valid the Form of Proxy must be lodged with the Company's Registrar no later than 2.00 p.m. on 8 June 2023 (or, in the case of an adjournment, no later than 48 hours before the time fixed for the holding of the adjourned meeting).

As an alternative to completing and returning the accompanying Form of Proxy, you may submit your proxy electronically by accessing the Company Registrar's online voting portal www.signalshares.com. For security purposes, you will be asked to enter the control number, your shareholder reference number (SRN) and personal identification number (PIN) to validate the submission of your proxy online. The control number and members' individual SRN and PIN numbers are shown on the accompanying Form of Proxy. To be valid proxies must be received no later than 2.00 p.m. on 8 June 2023 (or, in the case of an adjournment, no later than 48 hours before the time fixed for the holding of the adjourned meeting).

A member may terminate a proxy's authority at any time before the commencement of the General Meeting. Termination must be provided in writing and submitted to the Company's Registrar. In accordance with the Articles, in determining the time for delivery of proxies, no account shall be taken of any part of a day that is not a working day.

6. Communication with the Company

Members may not use any electronic address provided either in the Notice of General Meeting or any related documents (including the Form of Proxy) to communicate with the Company for any purposes other than those expressly stated.

7. Electronic receipt of proxies via CREST

To appoint one or more proxies or give an instruction to a proxy (whether previously appointed or otherwise) via the CREST system, CREST messages must be received by the Company's agent (ID number RA10) no later than the deadline specified in Note 5. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp generated by the CREST system) from which the Company's agent is able to retrieve the message. The Company may treat as invalid a proxy appointment sent by CREST in the circumstances set out in Regulation 35(5)(a) of the Uncertificated Securities Regulations 2001. Instructions on how to vote through CREST can be found on the website www.euroclear.com.

8. Questions at the General Meeting

Any member attending the General Meeting has the right to ask questions. Section 319A of the Companies Act 2006 requires the Directors to answer any question raised at the General Meeting which relates to the business of the meeting, although no answer need be given: (a) if to do so would interfere unduly with the preceedings of the General Meeting or involve disclosure of confidential information; (b) if the answer has already been given on the Company's website; or (c) if it is undesirable in the interests of the Company or the good order of the General Meeting that the question be answered.

9. Website

A copy of the Notice of the General Meeting, including these explanatory notes and other information required by Section 311A of the Companies Act 2006, is included on the Company's website, www.vpcspecialtylending.com.

10. Total voting rights at date of notice

As at 12 May 2023 (being the last practicable date prior to the publication of this Notice) the total number of Shares in the Company in issue was 278,276,392 and 104,339,273 Shares were held in treasury. The total number of voting rights on that date was therefore 278,276,392.