



PROSPECTUS

of

EDEN INVESTMENT FUND

A NURS
authorised unit trust

Prepared in accordance with the Collective Investment Schemes Sourcebook.

Valid as at and dated 10 December 2025

This document constitutes the Prospectus for Eden Investment Fund (the "Fund") which has been prepared in accordance with the terms of the rules contained in the Collective Investment Schemes Sourcebook ("COLL") and the Investment Funds Sourcebook ("FUND") published by the FCA as part of the FCA Handbook made under the Financial Services and Markets Act 2000 (the "Act").

Thesis Unit Trust Management Limited

Authorised and regulated by the Financial Conduct Authority

FCA firm reference number: 186882

CONTENTS

Clause	Page Number
1. Introduction	7
2. The Fund	12
3. Investment objectives	14
4. Investment policy and Investor Profile	14
5. Limitations on type of investments	15
6. Borrowing	22
7. Efficient portfolio management	22
8. Stock lending	23
9. Reporting, distributions and accounting dates	23
10. Characteristics of units	24
11. Payment of Distributions	25
12. Meetings of Unitholders, Voting Rights and service of notices or documents	25
13. The Manager	30
14. Trustee	32
15. The Administrator and Fund Accountant	34
16. The Registrar and Register	34
17. Investment Managers	35
18. Auditors	37
20. Payments out of Scheme Property	38
21. Valuation of Fund and Pricing of Units	43
22. Buying and selling units	47
23. Electronic communications	51
24. Taxation	52
25. Risk Profile Management	56
26. Leverage (as defined by the UK AIFM regime)	57
28. Fair Treatment of Investors	59
29. Recognition and Enforcement of Judgments	60
30. Further Information	60

APPENDIX 1.....65
APPENDIX 2.....66
APPENDIX 3.....69
APPENDIX 4.....71

EDEN INVESTMENT FUND

If you are in any doubt about the contents of this Prospectus you should consult your professional adviser authorised under the Financial Services and Markets Act 2000.

The Fund has been established as a Non-UCITS retail scheme. It is not intended that the Fund will be marketed outside the UK.

The Manager, Thesis Unit Trust Management Limited (the "Manager") is responsible for the information contained in this Prospectus. To the best of the Manager's knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained in this Prospectus does not contain any untrue or misleading statement or omit any matters required by COLL and FUND to be included in it. The Manager accepts responsibility accordingly.

The Trustee is not responsible for the information contained in this Prospectus and accordingly does not accept any responsibility therefor under the FCA Rules or otherwise.

The distribution of this Prospectus and supplementary documentation and the offering of units may be restricted in certain countries. Any person wishing to apply for units should inform themselves as to the requirements within their own country for transactions in units, any applicable exchange control regulations and the tax consequences of any transaction in units.

The units have not been and will not be registered under the 1933 Act or the securities laws of the United States. The units may not be offered or sold directly or indirectly in the United States or to or for the account or benefit of any US Person or in a transaction not subject to the regulatory requirements of, the 1933 Act and any applicable state securities laws. Any re-offer or resale of any of the units in the United States or to US Persons may constitute a violation of US law. The Fund has not been and will not be registered under the 1940 Act and investors will not be entitled to the benefit of registration.

The units have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission or other regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of these offering materials. Any representation to the contrary is unlawful. The units are subject to restrictions on transferability and resale and may not be transferred or resold in the United States except as permitted under the 1933 Act and applicable state securities laws, pursuant to registration or exemption therefrom.

In order to ensure compliance with the restrictions referred to above, the Fund is, accordingly, not open for investment by any US Persons or ERISA Plans except in exceptional circumstances and then only with the prior consent of the Manager. A prospective investor may be required at the time of acquiring units to represent that such investor is a qualified holder and not a US Person or acquiring units for the account or benefit, directly or indirectly, of a US Person or with the assets of an ERISA Plan. The granting of prior consent by the Manager to an investment does not confer on the investor a right to acquire units in respect of any future or subsequent application.

This Prospectus does not constitute an offer or solicitation to anyone in any country in which such offer or solicitation is not lawful or authorised, or to any person to whom it is unlawful to make such offer or solicitation.

Purchases must be made on the basis of the information contained in the most recently published Prospectus and supplementary documentation, including the latest reports when issued, which are available from the registered office of the Manager. Investors should check with the Manager that this is the most recently published version of the Prospectus.

Obligations have been imposed on financial sector professionals to prevent the use of funds such as Eden Investment Fund for money-laundering purposes. Within this context a procedure for the identification of subscribers is required. That is, the application form of a subscriber must be accompanied, in the case of individuals, by a copy of a passport or identification card and/or in the case of legal entities, a copy of its statutes and an extract from its commercial register (in the case of a non-UK entity any such copy must be certified to be a true copy by one of the following authorities: ambassador, consulate, notary, local police). Any such information provided is collected for money-laundering compliance purposes only. These specific requirements may be waived by the Manager where other suitable evidence is available which in its sole judgement allows the Manager to cover its obligations under money-laundering legislation.

Neither the Manager nor any of its officers, representatives or advisers, shall be regarded as giving any advice, representation or warranty (express or implied) to any person in connection with the proposals contained in this Prospectus.

This Prospectus and its contents are confidential and should not be distributed or published in any circumstances. No part of this Prospectus may, be reproduced, stored in a retrieval system or transmitted in any form or any means, electronic, mechanical, photocopying, recording or otherwise without the prior written permission of the Manager.

GENERAL WARNING FOR INVESTORS

- **Collective investment schemes should be regarded as long term investments.**
- **The value of the units in the Fund is based upon the value of the underlying investments.**
- **The value of those investments and the income from them and consequently the value of the units and the income from them, can go down as well as up and are not guaranteed.**
- **Past performance is not a reliable indicator to future performance.**
- **The Fund may invest in currencies other than sterling. As a result, exchange rate changes may cause the value of overseas investments to rise or fall, and the value of the Units to go up or down.**
- **Investors may not get back the amount originally invested.**
- **Approved derivatives transactions are for the purpose of hedging. It is, therefore, anticipated that the outcome of the use of derivatives would be principally to hedge against currency risks and to reduce, rather than to increase, the risk profile to the Fund. Movements in currencies may, however, render such hedging ineffective.**
- **The Fund may invest in warrants. A warrant is a time-limited right to subscribe for shares, debentures, loan stock or government securities and is exercisable against the original issuer of the underlying securities. A relatively small movement in the price of the underlying security results in a disproportionately large movement, unfavourable or favourable, in the price of the warrant. The prices of warrants can therefore be highly volatile.**
- **Derivatives:** The Fund may be invested in derivatives or a forward transaction but only for the purposes of hedging with the aim of reducing the risk profile of the Fund, or reducing costs. Hedging against a decline in the value of portfolio positions does not eliminate fluctuations in the values of portfolio positions nor prevent losses if the values of such positions decline, but establishes other positions designed to gain from those same developments, thus moderating the decline in the positions' value. Such hedge transactions also limit the opportunity for gain if the value of the portfolio position should increase. Additionally, it may not be possible for the Fund to hedge against an exchange rate or interest rate fluctuation that is so generally anticipated if it is not able to enter into a hedging transaction at a price sufficient to protect the Fund from the decline in value of the portfolio position anticipated as a result of such a fluctuation.
- Where derivative instruments are utilised for hedging purposes, the risk of loss to the Fund may be increased where the value of the derivative instrument and the value of the security or position which it is hedging are insufficiently correlated. Such imperfect correlation may prevent the Fund from achieving the intended hedge or expose the Fund to risk of loss. While the Fund may enter into such transactions to seek to reduce exchange rate and interest rate risks, unanticipated changes in currency, interest rates and equity markets may result in a poorer overall performance of the Fund. Movements in currencies may render hedging ineffective. For a variety of reasons, the Manager may not seek to establish (or may not otherwise obtain) a perfect correlation

between such hedging instruments and the portfolio holdings being hedged.

- **Legal and Regulatory Risks:** Legal and regulatory (including taxation) changes could adversely affect the Fund. Regulation (including taxation) of investment vehicles such as the Fund is subject to change. The effect of any future legal or regulatory (including taxation) change on the Fund is impossible to predict, but could be substantial and have adverse consequences on the rights and returns of Unitholders.
- **No Guarantee of Capital:** Investors should note that the Fund does not offer any form of guarantee with respect to investment performance and no form of capital protection will apply. Investors should note that capital is, in fact, at risk and there is no guarantee that any particular returns will be achieved, whether over a stated time period or any other time period. **It cannot be guaranteed that a specific investment period in which the Fund aims to achieve returns, or specific positive returns, will be achieved.**
- **Investors outside of the UK: The distribution of this Prospectus, and the offering or purchase of units in the Fund, may be restricted in certain jurisdictions.** Please refer to paragraph 30.10 for further information.
- **Infectious Diseases:** Infectious diseases that pose significant threats to human health may be highly disruptive to global economies and markets. The economic and market disruptions caused by infectious diseases could significantly impact the value of the Scheme Property of the Fund and the value of distributions paid to Unitholders.
- **Custody Risk:** The Trustee may delegate the function of safekeeping of Financial Instruments to the Custodian, who may in turn appoint custody agents. The Trustee or Custodian or custody agents may hold Financial Instruments in fungible accounts (meaning the assets are interchangeable) or omnibus accounts (resulting in accounts being combined). The use of omnibus accounts gives rise to a potential risk that there could be a shortfall in the Financial Instruments held in such an account should the total of the Financial Instruments be less than the aggregate entitlement of the Fund. It is expected that such risks will be mitigated by the Custodian's trade matching and reconciliation processes, however in the event of an irreconcilable shortfall, the affected clients would bear the risk of any shortfall on a pro-rata basis and the Fund may not recover all of its Financial Instruments.

EDEN INVESTMENT FUND PROSPECTUS

1. Introduction

1.1 This document is the Prospectus of Eden Investment Fund (the 'Fund').

In this Prospectus the following words and expressions shall have the following meanings:

"Act"	the Financial Services and Markets Act 2000;
"AIF"	an alternative investment fund as defined in the FCA Glossary;
"AIFM"	an alternative investment fund manager as defined in the FCA Glossary;
"AIFMD"	the Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No. 1060/2009 and (EU) No. 1095/2010;
"AIFM Level 2 regulation"	as defined in the FCA Glossary;
"AIFMD UK regulation"	the Alternative Investment Fund Managers Regulations (SI 2013/1773);
"Approved Bank"	(in relation to a bank account opened for the Fund): (a) if the account is opened at a branch in the United Kingdom: (i) the Bank of England; or (ii) the central bank of a member state of the OECD; or (iii) a bank; or (iv) a building society; or (v) a bank which is supervised by the central bank or other banking regulator of a member state of the OECD; or (b) if the bank account is opened elsewhere: (i) a bank in (a); or (ii) a bank which is regulated in the Isle of Man or the Channel Islands; or (c) a bank supervised by the South African

Reserve Bank;

- (d) a credit institution established in an EEA State and duly authorised by the relevant Home State regulator.

as such definition may be updated in the FCA Glossary from time to time;

"Business Day"

a weekday being Monday to Friday (excluding any public or bank holiday in England;

"CASS"

the requirements relating to holding client assets and client money published by the FCA as part of the FCA Handbook as amended or replaced from time to time;

"COLL"

the Collective Investment Schemes Sourcebook published by the FCA as part of the FCA Handbook made under the Act as may be supplemented, amended or replaced, from time to time;

"Custodian"

the person who provides custodian services to the Fund, being The Northern Trust Company, and its successor or successors as custodian;

"Data Protection Laws"

all applicable laws relating to the processing, privacy and/or use of personal data including the following laws to the extent applicable in the circumstances:

- (a) the UK GDPR;
- (b) the Data Protection Act 2018;
- (c) any laws which implement any such laws; and
- (d) any laws which replace, extend, re-enact, consolidate or amend any of the foregoing (whether or not before or after the date of this Agreement); and
- (e) all final and binding guidance, guidelines and codes of practice issued by any relevant supervisory authority relating to such Data Protection Laws;

"Dealing Day"

a Business Day which does not fall within a period of suspension of calculation of the Net Asset Value (unless stated otherwise in this Prospectus) and any such other day as the Manager may decide from time to time and agree with the Trustee.

"Depositary Agreement"

the agreement between the Manager and the

	Trustee regarding the appointment of the Trustee as depositary;
"EEA"	the European Economic Area;
"EEA State"	as defined in the FCA Glossary;
"Eligible Institution"	as defined in the FCA Glossary;
"ERISA Plan"	(i) any retirement plan subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) any individual retirement account or plan subject to Section 4975 of the United States Internal Revenue Code of 1986, as amended; or (iii) an entity whose assets include plan assets by reason of a plan's investment in the entity (generally because 25% or more of a class of equity interests in the entity is owned by plans);
"FATCA"	the Foreign Account Tax Compliance Act (US);
"FCA"	the Financial Conduct Authority or any successor regulatory body. The address for the Financial Conduct Authority is set out in Appendix 4;
"FCA Glossary"	the glossary giving the meanings of the defined expressions used in the FCA Handbook as amended from time to time;
"FCA Handbook"	the FCA's Handbook of rules and guidance made under the Act;
"FCA Rules"	the rules contained in COLL and FUND but, for the avoidance of doubt, not including guidance or evidential requirements contained in either sourcebook;
"Financial Instrument"	as defined in the FCA Glossary;
"FUND"	the Investment Funds Sourcebook published by the FCA as part of the FCA Handbook made under the Act as may be supplemented, amended or replaced, from time to time;
"Fund Accountant"	the person who provides fund accounting services, being Northern Trust Global Services SE (UK branch) and its successor or successors as fund accountant;
"Home State"	as defined in the FCA Glossary;
"International Tax Compliance (SI	the International Tax Compliance Regulations 2015

Regulations"	2015/878), as amended or re-enacted from time to time;
"Investment Manager"	each of the Investment Managers retained by the Manager pursuant to the FCA Rules, being Sarasin & Partners LLP, Schroder & Co Limited (trading as Cazenove Capital), Thesis Asset Management Limited, Brown Advisory Limited and Ruffer LLP and their respective successor or successors as Investment Managers to the Fund;
"Leverage"	bears the meaning as set out in the UK AIFM regime and as further described at paragraph 26;
"Manager"	the manager holding office as such from time to time pursuant to the Rules, being Thesis Unit Trust Management Limited and its successor or successors as manager of the Fund;
"Non-UCITS retail scheme"	an authorised fund which is not a UK UCITS, a qualified investor scheme or a long-term asset fund;
"OECD"	the Organisation for Economic Co-operation and Development;
"Register"	the register of Unitholders in the Fund;
"Registrar"	the person who maintains the Register, being Northern Trust Global Services SE (UK branch) and its successor or successors as registrar;
"Regulated Market"	as defined in the glossary of definitions in COLL;
"Scheme Property"	the property of a Fund to be given to the Depositary for safekeeping, as required by the FCA Rules;
"Trust Deed"	the deed dated 15th February 2005 between the Manager and the Trustee constituting the Fund as may be varied, supplemented or amended from time to time;
"Trustee"	the person to whom is entrusted the safekeeping of all of the Scheme Property of the Fund (other than certain Scheme Property designated by the FCA Rules), being NatWest Trustee and Depositary Services Limited and its successor or successors as trustee;
"UCITS"	an undertaking for collective investment in transferable securities. This will include a UCITS Scheme or an EEA UCITS Scheme, each as defined in the FCA Glossary;
"UCITS Directive"	the European Parliament and Council Directive of 13

July 2009 on the co-ordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) (No. 2009/65/EC) as amended;

"Unit(s)"	a unit or units in the Fund;
"Unitholder(s)"	holder(s) of registered units in the Fund;
"United Kingdom" or "UK"	the United Kingdom of Great Britain and Northern Ireland;
"UK AIF"	as defined in the FCA Glossary;
"UK AIFM"	an AIFM established in the UK and with a permission under Part 4A of the Act to carry on the regulated activity of managing an AIF;
"UK AIFM regime"	means: <ul style="list-style-type: none">(a) the AIFMD UK regulation;(b) the AIFMD Level 2 regulation; and(c) all other UK law and regulation (including FUND) which, when made, implemented AIFMD in the UK;
"UK GDPR"	Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as modified by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;
"UK UCITS"	as defined in the FCA Glossary;
"United States" or "US"	the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;
"US Persons"	means a person who is in either of the following two categories: <ul style="list-style-type: none">1. a person included in the definition of "U.S. person" under Rule 902 of Regulation S under the 1933 Act; or2. a person excluded from the definition of "Non-United States person" as used in the Commodity Futures Trading Commission ("CFTC") Rule 4.7.

For the avoidance of doubt, a person is excluded from this definition of U.S. Person only if they are outside both the definition of "U.S. person" in Rule 902 and the definition of "Non-United States person" under CFTC Rule 4.7.

"VAT"	value added tax;
"1933 Act"	the United States Securities Act of 1933 (as may be amended or re-enacted); and
"1940 Act"	the United States Investment Company Act of 1940 (as may be amended or re-enacted).

Headings used in this Prospectus are for convenience only and shall not affect their meaning or legal effect.

References in the main body of this Prospectus to paragraphs mean paragraphs in the main body of this Prospectus unless otherwise stated. Similarly, references in an Appendix to paragraphs mean paragraphs in the relevant Appendix unless otherwise stated.

References to the plural shall include the singular and vice versa.

Unless otherwise defined in paragraph 1.1 or elsewhere in this Prospectus, words or expressions defined in, or for the purposes of, the Act or the FCA Handbook shall bear the same meanings in this Prospectus.

References to statutes, statutory provisions or regulations (including any provision of the FCA Handbook) shall include those statutes, provisions, regulations, or provisions of the FCA Handbook as amended, extended, consolidated, substituted or re-enacted from time to time and, in particular, references to Regulations and/or Directives of the European Union shall, where appropriate, include all domestic law and regulation enacted (or re-enacted) for the purpose of bringing such European Union law and regulation into domestic law and regulation.

2. **The Fund**

- 2.1 The Fund is an authorised unit trust scheme for the purposes of the Act.
- 2.2 The Fund is a Non-UCITS retail scheme, being a category of authorised scheme for the purposes of COLL 1.2.1R. The Fund is an AIF for the purposes of the UK AIFM regime. It is not intended that the Fund will be marketed outside the UK.
- 2.3 The Fund was authorised by the Financial Services Authority pursuant to an authorisation order dated 23 February 2005. The Fund was launched on 11 March 2005 and the FCA product reference number is 426004.
- 2.4 The Financial Services Authority was superseded by the FCA and the Prudential Regulation Authority.
- 2.5 The Fund has an unlimited duration.

- 2.6 The base currency of the Fund is pounds sterling.
- 2.7 Historical performance figures for the Fund are set out in Appendix 1.
- 2.8 Unitholders are not liable for the debts of the Fund.
- 2.9 The Fund will continue until wound up in accordance with the Rules.
- 2.10 The Trustee must proceed to wind up the Fund:
 - 2.10.1 if the authorisation order of the Fund is revoked;
 - 2.10.2 if alterations to the Fund's Trust Deed and Prospectus are required for the termination of a sub-fund of the Fund (where applicable) in accordance with section 251 of the Act;
 - 2.10.3 on the passing of an extraordinary resolution to wind up the Fund, provided the FCA's prior consent to the resolution has been obtained by the Manager or the Trustee;
 - 2.10.4 if the Manager, or the Trustee, requests the FCA to revoke the authorisation order and the FCA has agreed (provided no material change in any relevant factor occurs) that on the conclusion of the winding-up of the Fund, the FCA will agree to that request;
 - 2.10.5 on the expiry of any period specified in the Trust Deed as the period at the end of which the Fund is to be wound up; or
 - 2.10.6 on the effective date of a duly approved scheme of arrangement which results in the Fund that is subject to the scheme of arrangement being left with no property.
- 2.11 If any of the events set out in paragraph 2.10 above occur, the FCA Rules concerning pricing and dealing and investment and borrowing powers will cease to apply. The Trustee shall cease the creation and cancellation of units and the Manager will cease issuing, redeeming, buying and selling units.
- 2.12 In the case of a scheme of arrangement referred to in paragraph 2.11.6 above the Trustee shall wind up the Fund in accordance with the approved scheme of arrangement.
- 2.13 In any other case, the Trustee shall, as soon as practicable after the Fund falls to be wound up, realise the property of the Fund and, after paying all liabilities properly payable and retaining provision for the costs of the winding-up distribute the proceeds to the Unitholders and the Manager proportionately to the size of the holdings.
- 2.14 Any unclaimed net proceeds or other cash held by the Trustee after twelve months from the date the proceeds became payable, shall be paid by the Trustee into court, although the Trustee will have the right to retain any expenses incurred in making that payment. On completion of the winding-up, the Trustee shall notify the FCA in writing of that fact and the Trustee or the Manager shall request the FCA to revoke the authorisation order.
- 2.15 The Fund is a collective investment scheme in which each investor's funds are pooled with all other investors' funds. The Manager takes reasonable steps to ensure that each

investment transaction carried out within the Fund is suitable for the Fund, having regard to the investment objective and policy of the Fund.

3. **Investment objectives**

The Fund aims to provide income, with the potential to achieve capital growth, net of fees, over 5 year rolling periods.

There is no guarantee that the objectives will be achieved over this period, or any other period and capital is at risk.

4. **Investment policy and Investor Profile**

4.1 **Investment Policy**

To achieve the objective, the Fund will invest in a geographically diversified global portfolio. The primary assets in which the Fund will invest will be equities (at least 50%) and fixed income assets (up to 30%), which may include government and public securities. The Fund may also invest in alternatives (up to 20%).

The proportion of the Fund invested in different geographical areas will vary over time in response to the economic and market environment.

The Fund may obtain the above exposure either directly or through investment in collective investment vehicles (regulated and unregulated, which may include other schemes managed by the Manager, the Investment Managers or an associate of the Manager or Investment Managers).

The Fund may also invest (directly or indirectly) in bonds, money market instruments, deposits and cash or near cash investments. It may also gain exposure to property and alternative investments (e.g. commodities) via permitted investments (e.g. collective investment vehicles).

Normally, the Fund will be fully invested save for an amount to enable ready settlement of liabilities (including redemption of units) and efficient management of the Fund both generally and in relation to its strategic objectives. This amount will vary depending upon prevailing circumstances and there may be times when the Investment Managers considers stock markets to be overpriced or that a period of instability exists which presents unusual risks. In such cases or during such periods, a higher level of liquidity may be maintained and, if considered prudent, the amount of cash or near cash instruments held would be increased beyond the limits described above.

In addition, the Fund may enter into derivative transactions for Efficient Portfolio Management (including hedging) and its use is expected to be limited.

The Investment Managers will actively manage the Fund. This means the Investment Managers actively make decisions about how to invest the Scheme Property of the Fund (and which investments to buy and sell) instead of simply following a market index.

4.2 **Performance Comparator**

The Fund uses the Investment Association Mixed Investment 40-85% Shares peer group for performance comparison purposes. The peer group is not a target and the

Fund is not constrained by it. The peer group has been selected as a comparator for performance because the parameters for this peer group of between 40% and 80% exposure to equities are most closely aligned with the policy of the Fund.

The Manager reserves the right to change the peer group following consultation with the Trustee and in accordance with the rules of COLL. A change could arise, for example, where the Manager determines that an alternative may be more appropriate. Unitholders will be notified of such a change through an update to the Prospectus and the change noted in the subsequent annual and half yearly reports.

4.3 **Investor Profile**

The Fund is suitable for any investor type, including those who are not interested in or informed about capital market topics, but who see investment funds as a convenient "savings" product.

It is also suitable for more experienced investors wishing to attain defined investment objectives. The investor must be able to accept high losses, thus the Fund is suitable for investors who can afford to set aside capital for at least five to ten years. For investors holding a portfolio of securities, it can play the role of a core position.

5. **Limitations on type of investments**

- 5.1 All the property of the Fund must be invested in any or all of the following assets: transferable securities, money market instruments, derivatives, deposits and units in collective investment schemes, except that cash or near cash may be held for the pursuit of the Fund's investment objectives or redemption of units or for the efficient management of the Fund in accordance with its investment objectives or any other purpose reasonably regarded as ancillary to the investment objectives of the Fund. **From time to time the Fund may have a higher than usual level of liquidity if the Manager considers that to be in the interests of Unitholders. Derivatives will be used only for hedging purposes.**
- 5.2 The investment objectives and policy set out in paragraphs 3 and 4 of the main body of this Prospectus are subject to the limits on investment under the FCA Rules and as set out in this Prospectus. These limits are summarised below. Subject to those limits, there is no restriction on the proportion of the assets of the Fund which may consist of assets of any of the descriptions set out in paragraph 5.
- 5.3 The Fund will not maintain an interest in immovable property or tangible movable property.
- 5.4 Normally, the Scheme Property will be fully invested save for an amount to enable ready settlement of liabilities (including redemption of units) and efficient management of the Fund both generally and in relation to its investment objectives and policy. This amount will vary depending upon prevailing circumstances and although it would normally not exceed 30% of the total value of the Scheme Property, there may be times when the Manager considers stock markets to be overpriced or that a period of instability exists which presents unusual risks. In such cases or during such periods, a higher level of liquidity may be maintained and, if considered prudent, the amount of cash or near cash instruments held would be increased.

5.5 **Permitted types of Scheme Property**

Investments permitted for the Fund are as follows:

5.5.1 **Approved securities**

The Scheme Property may be invested in approved securities. An approved security is a transferable security that is admitted to an official listing in the UK or an EEA State or is traded on or under the rules of an eligible securities market (otherwise than by specific permission of the market authority). An eligible market is a Regulated Market that is regulated, open to the public and operates regularly; further details are set out in sub-paragraph 5.5.11 below.

Recently issued transferable securities may also be treated as approved securities provided that:

- a) the terms of issue include an undertaking that application will be made to be admitted to an eligible market; and
- b) such admission is secured within a year of issue.

5.5.2 **Transferable securities**

Transferable securities are, in general terms, shares, debentures, alternative debentures, government and public securities, warrants or certificates representing certain securities (as such terms as defined in the FCA Glossary). Not more than 20% in value of the Scheme Property can be invested in transferable securities which are not approved securities.

The Scheme Property may be invested in transferable securities on which any sum is unpaid only if it is reasonable to foresee that the amount of any existing and potential call for any sum unpaid could be paid by the Fund at the time when payment is required, without contravening the requirements of COLL.

5.5.3 **Money market instruments**

Not more than 20% in value of the Scheme Property is to consist of money market instruments which are not:

- (a) listed on or normally dealt on an eligible market; or
- (b) issued or guaranteed by a central authority of the UK or an EEA state or if the EEA state is a federal state, one of the members making up the federation; a regional or local authority of the UK or an EEA state; the Bank of England, the European Central Bank or a central bank of an EEA state; the EU or the European Investment Bank; a non-EEA state, or in the case of a federal state one of the members making up the federation; a public international body to which the UK or one or more EEA states belong; or
- (c) issued by a body, any securities of which are dealt on an eligible market; or

- (d) issued or guaranteed by an establishment subject to prudential supervision in accordance with criteria defined by UK or EU law or by an establishment which is subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by UK or EU law.

5.5.4 **Derivatives**

A transaction in derivatives or a forward transaction must not be effected for the Fund.

Unless:

- (a) the transaction is of a kind specified in COLL 5.6.13R, as summarised below; and
- (b) the transaction is covered, as required by COLL 5.3.3AR.

Where the Fund invests in derivatives, the exposure to the underlying assets must not exceed the limits specified under the heading "Spread" below.

Where a transferable security or money market instrument embeds a derivative, this must be taken into account for the purposes of complying with and calculating any limit in these requirements.

Where the Fund invests in an index based derivative, provided the relevant index falls within COLL 5.6.23R, the underlying constituents of the index do not have to be taken into account for the purposes of restrictions spread, subject to the Manager taking account of COLL 5.6.3R in relation to the prudent spread of risk.

A transaction in an approved derivative must be effected on or under the rules of an eligible derivatives market.

A transaction in a derivative must not cause the Fund to diverge from its investment objectives as stated in the Trust Deed of the Fund and in the most recently published version of this Prospectus.

A transaction in a derivative must not be effected if the intended effect is to create the potential for an uncovered sale of one or more, transferable securities, money market instruments, units in collective investment schemes, or derivatives.

Any forward transaction must be with an approved counterparty under COLL.

The Fund may not undertake transactions in derivatives on commodities.

No agreement by or on behalf of the Fund to dispose of property or rights (except for a deposit) may be made:

- (i) unless the obligation to make the disposal and any other similar obligations could immediately be honoured by the Fund by delivery of property or the assignment of rights; and

- (ii) the property and rights at (a) are owned the by Fund at the time of the agreement.

The transaction alone or in combination must be reasonably believed by the Manager to diminish a risk of a kind or level which it is sensible to reduce.

Each derivative transaction must be fully covered by cash, near cash or other property sufficient to meet any obligation which could arise.

Approved derivatives transactions are for the purpose of hedging only: It is, therefore, anticipated that the outcome of the use of derivatives would be principally to hedge against currency risks and to reduce, rather than to increase, the risk profile to the Fund. Movements in currencies may, however, render such hedging ineffective.

5.5.5 Deposits

The Fund may invest in deposits only with an Approved Bank with a rating of not less than A and which are repayable on demand or have the right to be withdrawn and maturing in no more than 12 months.

5.5.6 Collective investment schemes

The Fund may invest in units in a collective investment scheme (the "second scheme") provided that the second scheme satisfies all of the following conditions:

- (a)
 - (i) it is a scheme which is a UK UCITS or satisfies the conditions necessary for it to enjoy the rights conferred by the UCITS Directive as implemented in the EEA; or
 - (ii) it is a recognised scheme (as defined in the FCA Glossary); or
 - (iii) it is authorised as a Non-UCITS retail scheme; or
 - (iv) it is constituted outside the United Kingdom and the investment and borrowing powers of which are the same or more restrictive than those of a Non-UCITS retail scheme;
 - (v) is a scheme not falling within (i) to (iv) and in respect of which no more than 20% in value of the Scheme Property (including any transferable securities which are not approved securities) is invested;
- (b) the second scheme operates on the principle of the prudent spread of risk;
- (c) the second scheme is prohibited from having more than 15% in value of the property of that scheme consisting of units in collective investment schemes (unless COLL 5.6.10AR applies); and
- (d) the participants in the second scheme must be entitled to have their units redeemed in accordance with the scheme at a price:

- (i) related to the net value of the property to which the units relate; and
 - (ii) determined in accordance with the scheme.
- (e) where the second scheme is an umbrella, the provisions in (b) to (d) and COLL 5.6.7 R (Spread: general) apply to each sub-fund as if it were a separate scheme.

Subject to the restrictions above, investment may be made in other collective investment schemes managed by the Manager or an associate of the Manager, provided that the conditions in COLL 5.2.16R are complied with.

5.5.7 **Warrants**

The Fund may invest in warrants but the exposure created by the exercise of the rights conferred by those warrants must not exceed the limits set out in "Spread" below.

5.5.8 **Spread: general**

- (a) This paragraph does not apply in respect of a transferable security or an approved money-market instrument to which paragraph 5.5.9 applies.
- (b) The specific limits are set out as follows:
 - (i) not more than 20% in value of the Scheme Property is to consist of deposits with a single body;
 - (ii) not more than 10% in value of the Scheme Property is to consist of transferable securities or money market instruments issued by a single body; and
 - (iii) not more than 35% in value of the Scheme Property is to consist of the units of any one collective investment scheme.
- (c) In applying the limit under paragraph (b)(ii) above, certificates representing certain securities are to be treated as equivalent to the underlying securities.
- (d) For the purposes of this paragraph 5.5.8, a single body is (a) in relation to transferable securities and money market instructions, the person by whom they are issued; and (b) in relation to deposits, the person with whom they are placed.

5.5.9 **Spread: government and public securities**

- (a) The following applies in respect of transferable securities or approved money-market instruments ("such securities") that are issued or guaranteed by:
 - (i) the UK or an EEA State; or

- (ii) a local authority of the UK or an EEA State; or
 - (iii) a non-EEA State; or
 - (iv) a public international body to which the UK or one or more EEA States belong.
- (b) Where no more than 35% in value of the Scheme Property is invested in such securities issued by any one body, there is no limit on the amount which may be invested in such securities or in any one issue.
- (c) The Fund may invest more than 35% in value of the Scheme Property in such securities issued by any one body, provided that:**
- (i) the Manager has, before any such investment is made, consulted with the Trustee and as a result considers that the issuer of such securities is one which is appropriate in accordance with the investment objectives of the Fund;**
 - (ii) no more than 30% in value of the Scheme Property consists of such securities of any one issue;**
 - (iii) the Scheme Property includes such securities issued by that or another issuer, of at least six different issues; and**
 - (iv) the disclosures in COLL 4.2.5R(3)(i) have been made in the most recently published version of this Prospectus.**
- (d) In relation to such securities:**
- (i) issue, issuer and issuer include guarantee, guaranteed and guarantor; and**
 - (ii) an issue differs from another if there is a difference as to repayment date, rate of interest, guarantor or other material terms of the issue.**
- (e) Notwithstanding paragraph 5.5.8(a) and subject to paragraphs 5.5.8(b)(i) and 5.5.8(d) above in applying the 20% limit in paragraph 5.5.8(b)(i) with respect to a single body, such securities issued by that body shall be taken into account.
- (f) More than 35% in value of the Scheme Property may be invested in such securities issued by the Government of the United Kingdom.**

5.5.10 Significant influence

In addition to any constraint contained above, the Fund may not acquire or hold:

- (a) transferable securities issued by a body corporate carrying in aggregate 20% or more of the votes which may be cast at a general meeting of that body corporate;
- (b) non-voting shares representing more than 10% of the issued share capital of the issuing body corporate;
- (c) more than 25% of the units in a collective investment scheme;
- (d) more than 10% of the debt securities issued by any single issuing body; or
- (e) more than 10% of the money market instruments issued by a single body.

5.5.11 **Eligible markets**

The markets upon which transferable securities and money market instruments are traded must meet certain criteria laid down in the FCA Rules.

In the case of all other markets, in order to qualify as an eligible market, the Manager after consultation and notification to the Trustee, must be satisfied that the relevant market:

- (a) is regulated (as defined in the FCA Glossary);
- (b) operates regularly;
- (c) is recognised as a market or exchange or as a self-regulating organisation by an overseas regulator;
- (d) is open to the public;
- (e) is adequately liquid; and
- (f) has adequate arrangements for unimpeded transmission of income and capital to or to the order of investors.

The eligible securities markets for the Fund are set out in Appendix 2 to this Prospectus.

5.5.12 **General**

- (a) The Fund may not acquire any investment which has an actual contingent liability attached unless the maximum amount of such liability is ascertainable at the time of acquisition.
- (b) The restrictions on investment set out above are tighter than those imposed by the FCA Rules in the following respects:
 - (i) for the purposes of paragraph 5.5.4, the FCA Rules permit investment in derivatives and forward transactions in certain circumstances;

- (ii) for the purposes of paragraph 5.5.5, the FCA Rules do not require a certain rating for an Approved Bank; and for the purposes of paragraph 5.5.8, the FCA Rules permit an exposure to any one party in an OTC derivative transaction of not exceeding 5% in value of the Scheme Property (or 10% where the counterparty is an approved bank).

6. **Borrowing**

- 6.1 The Trustee may, in accordance with the FCA Rules and with the instructions of the Manager, borrow sums of money for the use of the Fund on terms that the borrowing is repayable out of the Scheme Property.
- 6.2 Borrowings must not exceed 10% of the value of the Scheme Property on any Business Day.
- 6.3 Borrowing may be made from the Trustee or an associate of it at a normal commercial interest rate.
- 6.4 These borrowing restrictions do not apply to "back to back" borrowing for currency hedging purposes, i.e. borrowing permitted in order to reduce or eliminate risk arising by reason of fluctuations in exchange rates.

7. **Efficient portfolio management**

- 7.1 The Manager may utilise the property of the Fund to enter into transactions for the purpose of efficient portfolio management. There is no limit on the amount of the property of the Fund which may be used for these purposes, but there are three broadly based requirements which the Manager has adopted:
 - 7.1.1 The transactions must be **economically appropriate** for the purposes of efficient portfolio management.
 - 7.1.2 The exposure must be **fully covered** by cash or other property sufficient to meet any obligation to pay or deliver that could arise.
 - 7.1.3 The transactions must be entered into for one or more three specific aims, namely:
 - (a) the reduction of risk;
 - (b) the reduction of cost; or
 - (c) the generation of additional capital or income for the Fund with a risk level which is consistent with the risk profile of the Fund and the risk diversification rules laid down in COLL.
 - 7.1.4 The first two aims, together or separately, allow for tactical asset allocation; that is a switch in exposure through the use of derivatives rather than through the sale and purchase of underlying property.
 - 7.1.5 Similarly, the aim of reduction of risk allows for the use of derivatives with a view to switching the currency exposure of all or part of the underlying Scheme Property away from a currency which the Manager considers to be

unduly prone to risk.

7.2 Economically Appropriate

- 7.2.1 The guidelines adopted by the Manager, under which the Fund will operate are:
- 7.2.2 Any transaction must be one which (alone or in combination with one or more of others) is reasonably believed by the Fund to be economically appropriate to the efficient portfolio management of the Fund.
- 7.2.3 This means that the Manager reasonably believes risk that:
 - (a) for transactions undertaken to reduce risk or cost (or both), the transaction (alone or combination) will diminish a risk or cost of a kind or level which it is sensible to reduce; and
 - (b) for transactions undertaken to generate additional capital or income, the Fund is certain (or certain barring events which are not reasonably foreseeable) to derive a benefit from the transaction;
- 7.2.4 The transaction may not be entered into if its purpose could reasonably be regarded as speculative.
- 7.2.5 Where the transaction relates to the actual or potential acquisition of transferable securities, the Manager must intend that the Fund should invest in transferable securities within a reasonable time and must ensure thereafter that, unless the position has itself been closed out, that intention is realised within that reasonable time.

Efficient portfolio management techniques may be utilised by the Fund when considered appropriate.

8. **Stock lending**

- 8.1 The Manager may request the Trustee to enter into stock lending transactions in respect of the Fund. The purpose of the stock lending transaction must be for the generation of capital or income for the Fund with no, or an acceptably low, degree of risk.
- 8.2 Briefly, such transactions are those where the Trustee delivers the securities which are the subject of the transaction, in return for which it is agreed that securities of the same kind and amount should be re-delivered at a later date. The Trustee at the time of delivery of the securities receives assets as collateral to cover the risk that the securities are not returned. Such transactions must always comply with the relevant requirements of the Taxation of Chargeable Gains Act 1992 and the FCA Rules. There is no limit on the value of the Scheme Property which may be the subject of repo contracts or stock lending transactions.

9. **Reporting, distributions and accounting dates**

- 9.1 The Fund's accounting reference date, accounting periods and income allocation dates are:

Accounting reference date	31 March
Interim accounting reference date	30 September
Annual income allocation date	31 May
Interim income allocation date	30 November

- 9.2 Distributions of income for the Fund are made on or before the annual income allocation date and on or before the interim income allocation date in each year.
- 9.3 Each holder of income units is entitled, on the interim income allocation date and the annual income allocation date, to the income attributable to their holding.
- 9.4 The Manager reserves the right to change or create additional accounting and income distribution dates, usually as a result of accounting or taxation changes.
- 9.5 Any distribution that remains unclaimed for a period of 6 years after the distribution became due for payment will be forfeited and shall revert to the Fund.
- 9.6 The income available for distribution is determined in accordance with the Trust Deed and the FCA Rules. It comprises all income received or receivable for the account of the Fund in respect of the accounting period concerned, after deducting net charges and expenses paid or payable out of such income and after making such adjustments as the Manager considers appropriate, after consulting with the Fund's auditors, in accordance with the FCA Rules, in relation to taxation and other matters.
- 9.7 On the income allocation dates, an amount, determined by the Manager, as described below, is paid to those Unitholders who are entitled to the distribution by reference to their holding on the Register at the previous accounting date. Payments will be made by means of direct credit to the Unitholder's nominated bank account.
- 9.8 The long reports for the Fund will be published, and made available, no later than 1 June in each year.
- 9.9 Copies of these reports will be available (free of charge) on request to the Manager. These reports shall be available, without charge, for inspection by the public during normal working hours at the Manager's place of business. The address, for the Manager's address, is set out in Appendix 4.

10. **Characteristics of units**

- 10.1 The Fund will issue income and accumulation units of each class.
- 10.2 Income receivable in respect of income units is distributed to Unitholders. Holders of accumulation units are not entitled to be paid the income attributable to such units, but that income is automatically transferred to (and retained as part of) the capital assets of the Fund at the end of the relevant distribution period and is reflected in the price of an accumulation Unit. An income Unit represents one undivided share in the capital property of the Fund. An accumulation Unit represents one undivided share in the capital property plus further shares relating to income retained. Each Unit ranks *pari passu* with the other units in the Fund.
- 10.3 The nature of the right represented by units is that of a beneficial interest under a trust.

- 10.4 No certificates are issued to Unitholders.
- 10.5 Title to units is evidenced by the entry on the Register; Unitholders may but need not support an instruction to the Manager by enclosing the contract note or the most recent annual statement or copies of such documents.
- 10.6 Units in the Fund are not listed or dealt on any investment exchange.
- 11. Payment of Distributions**
- 11.1 The income available for distribution is determined in accordance with COLL. It comprises all income received or receivable for the account of the Fund in respect of the accounting period concerned, after deducting net charges and expenses paid or payable out of such income and after making such adjustments as the Manager considers appropriate, after consulting with the Fund's auditors, in accordance with COLL, in relation to taxation and other matters.
- 11.2 Holders of accumulation units are not entitled to be paid the income attributable to such units, but that income is automatically transferred to (and retained as part of) the capital assets of the Fund at the end of the relevant distribution period and is reflected in the price of an accumulation Unit.
- 11.3 The Manager reserves the right to change or create additional accounting and income distribution dates, usually as a result of accounting or taxation changes.
- 11.4 On the income allocation dates, an amount, as determined by the Manager in accordance with the Trust Deed, is either paid, reinvested or accumulated to those Unitholders who are entitled to the distribution by evidence of their holding on the Register at the previous accounting date. Payments will be made by means of direct credit to the Unitholder's nominated bank account. If the income allocation date is a non-Business Day, payment will be made on the next Business Day.
- 12. Meetings of Unitholders, Voting Rights and service of notices or documents**
- 12.1 For the purposes of this paragraph 12:
- 12.1.1 a "physical meeting" is a general meeting convened at a physical location where Unitholders, or their proxy, must be physically present;
- 12.1.2 a "hybrid meeting" is a general meeting which allows Unitholders, or their proxy, to be physically present at the location where the meeting is convened, or to attend and vote remotely; and
- 12.1.3 a "virtual meeting" is a general meeting where all Unitholders, or their proxy, attend and vote remotely.
- 12.2 The provisions below, unless the context otherwise requires, apply to class meetings as they apply to general meetings of Unitholders.
- 12.3 The Manager and the Trustee may convene a general meeting of Unitholders at any time in accordance with the FCA Rules. The Manager may hold a virtual meeting or a hybrid meeting as this is not inconsistent with any provisions in the Trust Deed.
- 12.4 Unitholders may request the convening of a general meeting by a requisition which

must:

- 12.4.1 state the objective of the meeting;
 - 12.4.2 be dated;
 - 12.4.3 be signed by Unitholders who, at that date, are registered as the Unitholders of units representing not less than one-tenth in value of all of the units then in issue; and
 - 12.4.4 be deposited with the Trustee.
- 12.5 Any Unitholder who participates remotely in a hybrid meeting by the means specified in the notice is deemed to be present at the meeting and has the same rights as a Unitholder who is physically present at the meeting.
- 12.6 Any Unitholder who participates in a virtual meeting by the means specified in the notice is deemed to be present at the meeting and has the same rights that the Unitholder would have at a physical meeting.
- 12.7 Any Unitholder who participates remotely may do so without having to appoint a proxy and is not required to submit their vote on a resolution in advance of the meeting.
- 12.8 A meeting of Unitholders duly convened and held shall be competent by extraordinary resolution to require, authorise or approve any act, matter or document in respect of which any such resolution is required or expressly contemplated by the relevant regulations.
- 12.9 An extraordinary resolution is a resolution passed by a majority of not less than three-quarters of the votes validly cast (whether on a show of hands or on a poll) for the resolution at a general meeting, or, as the case may be, a class meeting of Unitholders.
- 12.10 Except where an extraordinary resolution is specifically required or permitted, any resolution of Unitholders is passed by a simple majority of the votes validly cast.
- 12.11 A meeting of Unitholders has no powers other than those contemplated by the FCA Rules.
- 12.12 Where a meeting of Unitholders is convened by the Manager or the Trustee, Unitholders must receive at least 14 days' written notice (inclusive of the date on which the notice is first served and the day of the meeting) and the notice shall specify:
- 12.12.1 whether the meeting is to be a physical meeting, a hybrid meeting or a virtual meeting;
 - 12.12.2 if the meeting is a physical meeting or a hybrid meeting, the place of the meeting;
 - 12.12.3 if the meeting is a hybrid meeting or a virtual meeting, the means by which a Unitholder may participate, including any requirements for Unitholders to register before the meeting begins or to provide proof of their right to attend, and an explanation of how participating Unitholders may vote in a show of hands or in a poll, if they do not appoint a proxy;

- 12.12.4 the day and hour of the meeting;
 - 12.12.5 the terms of the resolutions to be proposed; and
 - 12.12.6 the address of the website where the minutes of the meeting will subsequently be published.
- 12.13 Where the notice is served by the Manager a copy shall be sent to the Trustee.
- 12.14 The accidental omission to give notice to, or the non-receipt of notice by any Unitholder will not invalidate the proceedings at any meeting.
- 12.15 Notice of an adjourned meeting of Unitholders must be given to each Unitholder, stating that while two Unitholders are required to be present, in person, by proxy or remotely, to constitute a quorum at the adjourned meeting, this may be reduced to one in accordance with COLL 4.4.6R(3), should two such Unitholders not be present after a reasonable time of convening of the meeting.
- 12.16 Where the meeting is a hybrid meeting or a virtual meeting, the Manager shall take reasonable care to ensure that the necessary supporting technology to enable Unitholders to attend and vote is in place at the start of the meeting and operates adequately throughout its proceedings, so that Unitholders who attend or vote remotely are not unfairly disadvantaged.
- 12.17 The quorum at a meeting of Unitholders shall be two Unitholders present in person, by proxy or (where applicable) remotely using the means specified in the notice. If, after a reasonable time after the start of the meeting, a quorum is not present, the meeting:
- 12.17.1 if convened on the requisition of Unitholders, must be dissolved; and
 - 12.17.2 in any other case, must stand adjourned to:
 - (a) a day and time which is seven or more days after the day and time of the meeting; and
 - (b) in the case of a physical meeting or a hybrid meeting, a place to be appointed by the chair.
 - 12.17.3 If, at an adjourned meeting under 12.17.2, a quorum is not present after a reasonable time from the time for the meeting, one person entitled to be counted in a quorum present at the meeting shall constitute a quorum.
 - 12.17.4 The chair of a meeting which permits Unitholders to attend and vote remotely shall take reasonable care to give such Unitholders:
 - (a) an adequate opportunity to be counted as present in the quorum; and
 - (b) sufficient opportunities to participate fully in the proceedings of the meeting, in particular when a vote is taken on a show of hands or by poll.
- 12.18 In the case of an equality of votes cast, the chair is entitled to a casting vote.
- 12.19 At any meeting of Unitholders, on a show of hands every Unitholder who is present in

person or who attends the meeting remotely using the means specified in the notice, shall have one vote.

- 12.20 On a poll, votes may be given either personally or by proxy or in another manner permitted by the Trust Deed. The voting rights for each Unit must be the proportion of the voting rights attached to all of the units in issue that the price of the units bears to the aggregate price or prices of all of the units in issue at a cut-off date selected by the Manager which is a reasonable time before notice of the meeting is sent out. A Unitholder entitled to more than one vote need not, if they vote, use all their votes or cast all the votes they use in the same way. For joint Unitholders, the vote of the first Unitholder, or the proxy of the first Unitholder, stated in the Register will be accepted to the exclusion of the votes of other joint Unitholders.
- 12.21 In the context of despatch of notice, "Unitholders" means the persons who were entered in the Register seven days before the notice of meeting was given but excluding persons who are known not to be entered on the Register at the date of despatch of the notice.
- 12.22 To be included in the quorum and entitled to vote at the meeting, "Unitholders" means the persons entered on the Register at a time determined by the Manager and stated in the notice of the meeting, which must not be more than 48 hours before the time fixed for the meeting.
- 12.23 The Manager is not entitled to vote at or be counted in a quorum at a meeting of Unitholders in respect of units held or deemed to be held by the Manager, except where the Manager holds units on behalf of, or jointly with, a person who, if they the sole registered Unitholder would be entitled to vote, and from whom the Manager has received voting instructions. Associates of the Manager are entitled to be counted in a quorum and, if themselves hold units on behalf of a person who would have been entitled to vote if they had been a registered Unitholder and they have received voting instructions from that person, may vote in respect of such units pursuant to such instructions.
- 12.24 The Manager will publish the minutes on a website accessible to the general public without charge, no later than 5 Business Days after the meeting has taken place (but in the case of an original meeting which is adjourned, the minutes will be published no later than 5 Business Days after the adjourned meeting has taken place).
- 12.25 Any notice or document to be served on a Unitholder will be duly served if it is:
- 12.25.1 delivered to the Unitholder's address as appearing in the Register; or
 - 12.25.2 delivered by using an electronic medium in accordance with paragraph 23 below
- 12.26 Any notice or document served by post is deemed to have been served on the second Business Day following the day on which it was posted.
- 12.27 Any document left at a registered address or delivered other than by post is deemed to have been served on that day.
- 12.28 Any notice or document served by post on one joint Unitholder is deemed to also have been served on each other joint Unitholder whose address, as appearing on the

Register, is the same address to which the notice or document was sent.

12.29 Any document or notice to be served on or information to be given to a Unitholder, must be in legible form.

For this purpose, any form is legible form if it:

12.29.1 is consistent with the Manager's knowledge of how the recipient of the document wishes or expects to receive the document;

12.29.2 is capable of being provided in hard copy by the Manager;

12.29.3 enables the recipient to know or record the time of receipt; and

12.29.4 is reasonable in the context.

12.30 Any requirement that a document be signed may be satisfied by an electronic signature or electronic evidence of assent. Where transfer of title to units is to be effected on the authority of an electronic communication, the Manager must take reasonable steps to ensure that any electronic communication purporting to be made by the Unitholder or their agent is in fact made by that person.

12.31 Changes to the Fund are classified as fundamental, significant or notifiable.

12.32 The Manager must obtain the prior approval of Unitholders by extraordinary resolution for any proposed change to the Fund which constitutes a fundamental change. This is a change or event which:

12.32.1 changes the purpose or nature of the Fund;

12.32.2 may materially prejudice a Unitholder;

12.32.3 alters the risk profile of the Fund; or

12.32.4 introduces a new type of payment out of the Scheme Property.

12.33 The Manager must give prior written notice to Unitholders of any proposed change which constitutes a significant change. This is a change or event which is not fundamental, but which:

12.33.1 affects a Unitholder's ability to exercise their rights in relation to their investment;

12.33.2 would reasonably be expected to cause the Unitholder to reconsider their participation in the Fund;

12.33.3 results in any increased payments out of the Scheme Property to the Manager or an associate of the Manager; or

12.33.4 materially increase other types of payment out of the Scheme Property.

The notice period must be of reasonable length, and must not be less than 60 days.

12.34 The Manager must inform Unitholders in an appropriate manner and timescale of any

notifiable changes that are reasonably likely to affect, or have affected, the operation of the Fund. This is a change or event, other than a fundamental or significant change, which a Unitholder must be made aware of unless the Manager concludes the change is insignificant. The appropriate manner and timescale of notification will depend on the nature of the change or event. An appropriate manner of notification could include the information being included in the next long form report of the Fund.

- 12.35 Changes to the investment objective and policy of the Fund will normally require approval by Unitholders at an extraordinary general meeting if the change alters the nature or risk profile of the Fund, or on giving 60 days' notice to Unitholders where the changes do not alter the nature or risk profile of the Fund. In exceptional circumstances, changes may be made to the investment objective and policy of the Fund with no minimum period of notice where these are for clarification purposes only. In all cases, changes may only be made to the investment objective and policy following notification to the FCA pursuant to the Act and confirmation from the FCA that these changes will not affect the ongoing authorisation of the Fund.

13. **The Manager**

- 13.1 The Manager is Thesis Unit Trust Management Limited, a private company limited by shares, incorporated in England and Wales under the Companies Act 1985 on 6 February 1998 with company number 3508646.
- 13.2 The Manager is an AIFM for the purpose of the UK AIFM regime and, for the purposes of COLL, is referred to as an authorised fund manager.

Registered office and head office: Exchange Building, St John's Street, Chichester, West Sussex PO19 1UP

Telephone: 01243 531234

Share Capital: Issued and paid up £5,673,167

- 13.3 The directors of the Manager are as follows:

Directors

D W Tyerman	Chief Executive Officer
S R Mugford	Finance Director
S E Noone	Client Service Director
D K Mytnik	Non-Executive Director
V R Smith	Non-Executive Director
C A E Lawson	Independent Non-Executive Director
S Macdonald	Independent Non-Executive Director
L R Robinson	Independent Non-Executive Director
C J Willson	Independent Non-Executive Director
N C Palios	Non-Executive Chair

- 13.4 S R Mugford is also a director of Tutman Fund Solutions Limited and a member of the

governing body of TUTMAN LLP, both authorised fund managers within the same group as the Manager, performing a senior management function. He holds directorships of other companies within the Thesis group and performs a senior management function within Thesis Asset Management Limited, which acts as an investment manager for some authorised funds operated by the Manager.

- 13.5 D W Tyerman is also a member of the governing body of TUTMAN LLP, an authorised fund manager within the same group as the Manager, performing senior management functions. He holds directorships of other companies within the Thesis group and performs senior management functions within Thesis Asset Management Limited, which acts as an investment manager for some authorised funds operated by the Manager.
- 13.6 S E Noone is also a member of the governing body of TUTMAN LLP, an authorised fund manager within the same group as the Manager, performing a senior management function.
- 13.7 N C Palios is also a director of Tutman Fund Solutions Limited and a member of the governing body of TUTMAN LLP, both authorised fund managers within the same group as the Manager, performing a senior management function. She holds directorships of other companies within the Thesis group and performs a senior management function within Thesis Asset Management Limited, which acts as an investment manager for some authorised funds operated by the Manager.
- 13.8 D K Mytnik and V R Smith also hold non-executive directorships of other companies within the Thesis group and are members of the governing body of TUTMAN LLP, an authorised fund manager within the same group as the Manager.
- 13.9 C J Willson, C A E Lawson, S Macdonald and L R Robinson are also independent non-executive directors of Tutman Fund Solutions Limited, an authorised fund manager within the same group as the Manager. They are not engaged in other business activities that are of significance to the Fund.
- 13.10 The Manager is authorised and regulated by the FCA and is authorised to carry on certain permitted regulated activities in the United Kingdom in accordance with the Act.
- 13.11 The Manager acts as authorised fund manager of other regulated collective investment schemes. Details of these schemes, as at the date of this Prospectus, are set out in Appendix 3.
- 13.12 The Manager will cover at all times the risks outlined below of loss or damage caused by any relevant person through the negligent performance of activities for which the Manager has legal responsibility by maintaining an amount of own funds, and will comply with the qualitative requirements addressing such risks, in each case, in accordance with the UK AIFM regime and the FCA Rules. In addition, the Manager holds significant professional indemnity insurance against liability arising from professional negligence which is appropriate to the risks covered, and will comply with the qualitative requirements addressing such risks, in each case, in accordance with the UK AIFM regime and the FCA Rules.
- 13.13 The risks which are specifically covered by this approach include, without being limited to, risks of:

13.13.1 loss of documents evidencing title of assets of the Fund;

- 13.13.2 misrepresentations or misleading statements made to the Fund or its investors;
- 13.13.3 acts, errors or omissions resulting in a breach of:
 - (a) legal and regulatory obligations;
 - (b) duty of skill and care towards the Fund and its investors;
 - (c) fiduciary duties;
 - (d) obligations of confidentiality;
 - (e) the terms of the Trust Deed;
 - (f) terms of appointment of the Manager by the Fund;
- 13.13.4 failure to establish, implement and maintain appropriate procedures to prevent dishonest, fraudulent or malicious acts;
- 13.13.5 improperly carried out valuation of assets or calculation of Unit prices;
- 13.13.6 losses arising from business disruption, system failures, failure of transaction processing or process management.

14. **Trustee**

The Trustee and Depositary of the Fund is NatWest Trustee and Depositary Services Limited, a private limited company registered in England and Wales with company number 11194605.

The ultimate holding company of the Trustee is NatWest Group plc, which is incorporated in Scotland.

The Trustee's registered and head office address is 250 Bishopsgate, London EC2M 4AA. The address of its office which handles matters relating to the Fund is set out in Appendix 4.

The principal business activity of the Trustee is the provision of trustee and depositary services.

The Trustee is established in the UK and is authorised and regulated by the FCA to act as a depositary of a UK AIF or a UK UCITS.

Duties of the Trustee

The Trustee is responsible for the safekeeping of the Scheme Property, monitoring the cash flows of the Fund and must ensure that certain processes carried out by the Manager are performed in accordance with the applicable rules and Trust documents.

Terms of Appointment

The appointment of the Trustee as trustee has been made under the terms of the Trust Deed between the Manager and the Trustee. The Trustee has also been appointed as

the depositary of the Fund pursuant to the Depositary Agreement.

The Depositary Agreement provides that the Trustee be engaged to maintain the safe custody of the Scheme Property and to fulfil other duties required in COLL and FUND.

Under the Depositary Agreement the Trustee has the power to appoint sub-custodians and may include in such appointment powers to sub-delegate. The Trustee has delegated custody of the Scheme property to The Northern Trust Company (the "Custodian"). Contact details for the Custodian are set out in Appendix 4. The Custodian has, in turn, sub-delegated the custody of assets in certain markets in which the Fund may invest to various sub-delegates ("sub-custodians").

Under the Depositary Agreement the Trustee will be liable to the Fund for any loss of Financial Instruments held in custody or for any liabilities incurred by the Fund as a direct result of the Trustee's fraud, negligence or negligent or intentional failure to properly fulfil its obligations under the Depositary Agreement or the UK AIFM regime.

However, where the event which led to the loss of a Financial Instrument is not the result of the Trustee's own act or omission (or that of its sub-custodian), the Trustee is discharged of its liability for the loss of a Financial Instrument where the Trustee can prove that the Trustee could not have reasonably prevented the occurrence of the event which led to the loss despite adopting all precautions incumbent on a diligent depositary as reflected in common industry practice and despite rigorous and comprehensive due diligence. The Manager will inform investors without delay of any changes with respect to the Trustee's liability.

The Depositary Agreement provides that the Trustee will be indemnified from the net assets of the Fund for any liabilities suffered or incurred by the Trustee in the proper performance of its obligations and duties under the Depositary Agreement except in the case of fraud or negligent breach of the Depositary Agreement or of any applicable laws.

The Depositary Agreement may be terminated on 6 months' notice by the Trustee or the Manager or earlier on certain breaches or the insolvency of a party. However, termination of the Depositary Agreement will not take effect, nor may the Trustee retire voluntarily, until the appointment of a new Trustee has taken place.

Other than to exercise the rights of lien or set off over the Scheme Property in relation to unpaid fees and expenses in relation to the proper performance of services under the Depositary Agreement or sub-custody agreement and unless otherwise agreed by the Manager on behalf of the Fund, the Trustee shall not be entitled to, and no sub-custodian of the Trustee shall be authorised by the Trustee to, transfer or re-use for its own purpose and benefit any of the Scheme Property it has been entrusted with.

Details of the fees payable to the Trustee are set out in the **Trustee's Fees and Expenses** section of this prospectus at paragraph 20.5.

Conflicts of Interest

The Trustee may act as the depositary of other authorised unit trusts or open-ended investment companies and as trustee or custodian of other collective investment schemes.

It is possible that the Trustee and/or its delegates and sub-delegates may in the course of its or their business be involved in other financial and professional activities which may on occasion have potential conflicts of interest with the Fund, one or more Unitholders, the Manager and/or other funds managed by the Manager or other funds for which the Trustee acts as the depositary, trustee or custodian. The Trustee will, however, have regard in such event to its obligations under the Depositary Agreement and the FCA Rules and, in particular, will use reasonable endeavours to ensure that the performance of its duties will not be impaired by any such involvement it may have and that any conflicts which may arise will be resolved fairly and in the best interests of Unitholders collectively so far as practicable, having regard to its obligations to other clients.

As the Trustee operates independently from the Fund, Unitholders, the Manager and the Custodian, the Trustee does not anticipate any conflicts of interest arising between it and any of the aforementioned parties and has confirmed that it is not aware of any conflict of interest arising from its delegation of custody of the Scheme Property to the Custodian. Should any such conflict arise, the Trustee shall notify the Manager and take necessary steps to address the conflict.

The Trustee is under no obligation to account to the Manager, the Fund or the Unitholders for any profits or benefits it makes or receives that are made or derived from or in connection with its role as depositary.

15. **The Administrator and Fund Accountant**

The Manager has delegated the function of registrar, fund accountant and administrator to Northern Trust Global Services SE, UK branch.

The address for Northern Trust Global Services SE (UK branch) is set out in Appendix 4.

The duties of the Registrar, Administrator and Fund Accountant include:

- (a) maintaining the Register;
- (b) receiving and processing requests for subscriptions for, or redemptions of, units in the Fund;
- (c) administering the payment of distributions to Unitholders in the Fund;
- (d) dealing with certain regulatory reporting requirements on behalf of the Fund and the Manager;
- (e) maintaining the accounting records of the Fund;
- (f) assisting in calculating the net asset value of the Fund, as well as to provide fund accounting services in respect of the Fund.

In line with the regulations that govern such operational outsourcing, the Manager retains responsibility for all work performed on its behalf and investors' rights are not affected by this delegation.

There are no conflicts of interest through delegation of these functions by the Manager.

16. **The Registrar and Register**

- 16.1 Northern Trust Global Services SE, UK branch is the registrar to the Fund (Registrar).
- 16.2 The Register is kept and may be inspected at the Registrar's office located at 50 Bank Street, Canary Wharf, London E14 5NT. The Register may be inspected during normal business hours.

17. **Investment Managers**

- 17.1 The Manager is responsible for the overall investment management and administration of the Fund. The Manager has delegated its day-to-day responsibility for investment management to the following Investment Managers to the Fund:

17.1.1 **Sarasin & Partners LLP**

A limited liability partnership incorporated in England and Wales.

17.1.2 **Schroder & Co. Limited (trading as Cazenove Capital)**

A private limited company incorporated in England and Wales.

17.1.3 **Thesis Asset Management Limited**

A private limited company incorporated in England and Wales with registered number 1802101.

Thesis Asset Management Limited is the only Investment Manager connected to the Manager, as it is in the same group as the Manager.

17.1.4 **Brown Advisory Limited**

A private limited company incorporated in England and Wales with registered number 06363486.

17.1.5 **Ruffer LLP**

A limited liability partnership incorporated in England and Wales.

- 17.2 Thesis Asset Management Limited, Sarasin & Partners LLP, Brown Advisory Limited and Ruffer LLP are authorised to carry on investment business by virtue of their respective authorisation and regulation by the FCA.

- 17.3 Schroder & Co. Limited (trading as Cazenove Capital) is authorised by the Prudential Regulation Authority and regulated by the FCA and the Prudential Regulation Authority.

- 17.4 The address of the registered office, or principal place of business of each of the Investment Managers, is set out in Appendix 4.

- 17.5 The remit of each of the Investment Managers will be to manage that part of the property of the Fund allocated to them by the Manager in accordance with the investment objectives set out in this Prospectus.

- 17.6 The appointment of each Investment Manager has been made under an agreement between the Manager and the respective Investment Manager. Each Investment Manager has full discretionary powers over the investment of the property of the Fund

entrusted to it subject to the overall responsibility and right of veto of the Manager. Each agreement between the Manager and the Investment Manager is terminable immediately by the Manager if it is in the interests of Unitholders and on three months' notice by the Investment Manager, other than in the case of Ruffer LLP, which is terminable on one month's notice. The Investment Managers may only sub-delegate their functions with the prior consent of the Manager.

- 17.7 The principal activity of each Investment Manager (other than Ruffer LLP) is investment advice. Each Investment Manager is appointed to provide discretionary management services. Each Investment Manager is authorised to deal on behalf of the Fund.
- 17.8 Each Investment Manager is required to comply with its own execution policy. A copy of each Investment Manager's execution policy may be available on the respective Investment Manager's website (listed in Appendix 4) or available, on request, from the Manager.
- 17.9 Each agreement contains provisions to the following effect:
- 17.9.1 the Manager will indemnify the Investment Manager against certain losses incurred by the Investment Manager but, in the absence of fraud, the Manager's liability will be limited to the assets of the Fund available to meet such a claim;
 - 17.9.2 the Investment Manager will be liable for certain losses suffered by the Manager or the Fund, subject, in the absence of fraud, to certain limitations on the Investment Manager's liability;
 - 17.9.3 the Investment Manager shall not be liable for any non-performance of its obligations due to causes beyond its control; and
 - 17.9.1 the agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 17.10 The main legal implications of the contractual relationship entered into for the purpose of investment in the Fund are as follows:
- 17.10.1 By investing in the Fund through Electronic Communications, by telephone or by submitting an application form to the Administrator, the investor makes an offer to subscribe for units which, once it is accepted by the Manager (or the Administrator on its behalf) has the effect of a binding contract to subscribe for units.
 - 17.10.2 The provisions of the Fund documents made between the Manager and the Trustee by way of which the Fund is constituted, as the same may be amended from time to time are binding on each of the Unitholders (who are taken to have notice of them) as if that Unitholder was a party to it with effect on and from the date that any person has become a Unitholder.
 - 17.10.3 The property of the Fund will be beneficially owned by the Trustee on behalf of the holders of units of the Fund and may not be used to discharge any liabilities of, or meet any claim against, any person other than the holders of units of the Fund.

17.10.4 The Fund documents and the application form are each made under and governed by and shall be construed in accordance with the laws of England and Wales. The Fund, the Manager and Unitholders of the Fund will be subject to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of, or in connection with, a Unitholder's investment in the Fund, or any related matter.

17.10.5 The Fund documents may be amended by agreement between the Manager and the Trustee.

17.10.6 Absent of a direct contractual relationship between a Unitholder and the relevant service provider, Unitholders generally have no direct rights against the relevant service provider and there are only limited circumstances in which a Unitholder may potentially bring a claim against the relevant service provider. Instead, the proper claimant in an action in respect of which a wrongdoing is alleged to have been committed against the Fund by the relevant service provider is, prima facie, the Fund itself or the Manager acting on behalf of the Fund, as the case may be.

17.10.7 The Investment Managers may hold or trade in securities and instruments of the same type as the securities and instruments held or traded in by the funds and fund managers; they may also utilise the same or similar strategies as those adopted by the fund managers. The Investment Managers may therefore trade and compete with fund managers and funds on an arm's length basis. In addition, the Investment Managers may make investments in other funds managed or advised by themselves.

17.11 Each Investment Manager has discretion to enter into foreign exchange hedging transactions and borrowings on behalf of the Fund. The Investment Managers may appoint an affiliate of any existing service provider or any other third party to act as a counterparty in the execution of foreign exchange transactions in connection with the currency hedging activities of the Fund and/or to implement the currency hedging strategy.

18. **Auditors**

18.1 The Auditors of the Fund are Grant Thornton UK LLP whose address is set out in Appendix 4.

18.2 The duties of the Auditors are to carry out an annual audit of the Fund and to issue a report including the following statements:

18.2.1 whether, in the Auditor's opinion, the accounts have been properly prepared in accordance with the relevant Statement of Recommended Practice, the rules in COLL, and the instrument constituting the Fund;

18.2.2 whether, in the Auditor's opinion, the accounts give a true and fair view of the net revenue and the net capital gains or losses on the Scheme Property of the Fund for the annual accounting period in question and the financial position of the Fund as at the end of that period;

18.2.3 whether the Auditor is of the opinion that proper accounting records for the

Fund have not been kept or whether the accounts are not in agreement with those records;

18.2.4 whether the Auditor has been given all the information and explanations which, to the best of their knowledge and belief, are necessary for the purposes of this audit; and

18.2.5 whether the Auditor is of the opinion that the information given in the report of the Manager for that period is consistent with the accounts.

19. **Conflicts**

19.1 Conflicts may arise between the interests of the Manager and its permitted delegates in certain circumstances, for example, where there is likelihood that:

19.1.1 the delegate and an investor in the Fund are members of the same group or have any other contractual relationship, if the investor controls the delegate or has the ability to influence its actions (in such cases the likelihood of conflict is likely to increase the greater the extent of such control);

19.1.2 the delegate makes a financial gain, or avoids a financial loss, at the expense of the Fund or the investors in the Fund;

19.1.3 the delegate has an interest in the outcome of a service or an activity provided to the Manager or the Fund;

19.1.4 the delegate has a financial or other incentive to favour the interest of another client over the interests of the Fund or the investors in the Fund;

19.1.5 the delegate receives or will receive from a person other than the Manager an inducement in relation to the collective portfolio management activities provided to the Manager and the Fund in the form of monies, goods or services other than the standard commission or fee for that service.

19.2 The Manager has a policy and procedures in place to monitor the conflicts of interest that may arise in the context of its delegation of certain of its functions. To the extent any actual conflicts of interest are determined to have arisen, the Manager will manage such conflicts to minimise any impact on the investment performance, and will also seek to prevent them from reoccurring. Certain activities may be required to be modified or terminated to minimise conflicts of interest which may be identified from time to time.

19.3 Although conflicts of interest can also arise where the delegate and the Manager are members of the same group or have any other contractual relationship and the delegate controls the Manager or has the ability to influence its actions, it is not currently considered that there are material existing conflicts of interest between the Manager and Thesis Asset Management Limited (as an Investment Manager to the Fund).

20. **Payments out of Scheme Property**

20.1 **Preliminary charge**

The Manager may receive, or waive in part or in whole, a preliminary charge upon the

sale or purchase of units. The maximum preliminary charge is 7% of the issue price and the current rate is 3% in respect of all classes of units. If not waived, the preliminary charge will be charged upon the sale or purchase of units.

20.2 **Dilution levy**

The actual cost of purchasing or selling investments may be higher or lower than the mid-market value used in calculating the Unit price - for example, due to dealing charges or through dealing at prices other than the mid-market price. Under certain circumstances (for example large volumes of deals) this may have an adverse effect on the Unitholders' interest in the Fund. In order to prevent this effect ("dilution"), the Manager has the power to charge a "dilution levy" on the sale and/or redemption of units.

The Manager does not, at present, intend to charge a dilution levy but reserves the right to do so based on prevailing market conditions. If the Manager decides in the future to charge a dilution levy, dilution rates will be provided. Dilution will be calculated by reference to the costs of dealing in the underlying investments of the Fund, including any dealing spreads, commission and transfer taxes.

The need to charge a dilution levy will depend on the volume of sale and redemptions. The Manager may charge a discretionary dilution levy on the sale and redemption of units if, in its opinion, the existing Unitholders (for sales) or remaining Unitholders (for redemptions) might otherwise be adversely affected. In particular, the dilution levy may be charged in the following circumstances: where the Scheme Property is in continual decline; on "large deals" (which for these purposes is defined as a deal in respect of units exceeding the sum of £100,000 in value); or in any case where the Manager is of the opinion that the interests of remaining Unitholders require the imposition of a dilution levy. If a dilution levy is not charged in such circumstances, this may have an adverse effect on the future growth of the Scheme Property.

It is not possible to predict accurately whether dilution is likely to occur at any point in time, nor to estimate the amount of any dilution levy, since, as indicated above, the Manager does not at present intend to charge such a levy. Based on future projections, the Manager expects that the vast majority of sales and/or redemptions of units will be "large deals" and that a dilution levy may be charged on the majority of deals.

20.3 **Periodic charge**

The Manager receives a periodic charge for managing the Fund at a rate per annum of the value of the property of the Fund accruing daily and payable out of the property of the Fund. The current rate of the periodic charge is 0.7% per annum and is the same in respect of all classes of units. The Manager may increase the rate of such charge up to the maximum by giving 90 days' notice to Unitholders and amending this Prospectus.

The periodic charge in respect of the Fund will be treated as an income charge and will be paid monthly in arrears.

Investment Managers' fees

The Manager is responsible for the payment of the fees of the Investment Managers and those of any sub-advisers. Research costs will be paid for by the Investment Managers out of this fee and shall not be borne by the Fund.

20.4 Redemption charge

The Trust Deed contains a provision for the Manager to make a redemption charge but at present, there are no plans to impose such a charge.

The Manager must not introduce a redemption charge, or change the rate or method of calculation of a current redemption charge, unless at least 90 days before the introduction or change, the Manager:

- 20.4.1 gave notice in writing of that introduction or change and of the date of its commencement, to the Trustee to have made an arrangement for the purchase of units at regular intervals; and
- 20.4.2 has revised the Prospectus to reflect the introduction or change and the date of its commencement and has made the revised prospectus available.

20.5 Trustee's Fees and Expenses

20.5.1 Periodic fee

The Trustee is paid a monthly periodic fee (plus VAT) from the Scheme Property of the Fund in remuneration for its services. The Trustee's fee is calculated, accruing and payable on the same basis as the Manager's periodic charge.

The current fees payable are:

0.0275% p.a.	on the first £50 million value of the Scheme Property of the Fund;
0.025% p.a.	on the next £50 million value of the Scheme Property of the Fund;
0.020% p.a.	on the next £100 million value of the Scheme Property of the Fund;
0.015% p.a.	thereafter

The annual fee is subject to a minimum fee of £7,500, applicable to the Fund. VAT (at the standard rate) is added to these fees.

These rates can be varied from time to time in accordance with the Regulations.

20.5.2 Transaction and Custody Charges

In addition to the above periodic fees, the Trustee shall also be entitled to transaction charges and derivative and custody charges in relation to transaction handling and derivative transaction handling and safekeeping of the Fund Scheme Property as follows:

Item	Range/Fees
Transaction charges	£7.50 to £180.00

Item	Range/Fees
Derivative transaction charges	£20 (if applicable)
Custody charges	up to 0.9% of the value of the holding involved subject to a minimum aggregate custody charge of £7,500 per annum

Transaction charges vary from country to country depending on the markets and the type of transaction involved. Transaction charges accrue at the time the transactions are effected and are payable as soon as is reasonably practicable and in any event not later than the last Business Day of the month when such charges arose or as otherwise agreed between the Trustee and the Manager. Custody charges accrue and are payable as agreed from time to time by the Manager and the Trustee.

Where relevant, the Trustee may make a charge for, or otherwise benefit from, providing services in relation to distributions, the provision of banking services, holding money on deposit, lending money, or engaging in stock lending or derivative transactions, in relation to the Fund and may purchase or sell or deal in the purchase or sale of Fund property, provided always that the services concerned and any such dealing are in accordance with the provisions of the Sourcebook.

The Trustee will also be entitled to payment and reimbursement of all costs, liabilities and expenses properly incurred in the performance of, or arranging the performance of, functions conferred on it by the Trust Deed, the Depositary Agreement, the FCA Rules or by the general law.

On a winding up of the Fund the Trustee will be entitled to its *pro rata* fees, charges and expenses to the date of winding up, the termination, or the redemption (as appropriate) and any additional expenses necessarily realised in settling or receiving any outstanding obligations.

Any value added tax on any fees, charges or expenses payable to the Trustee will be added to such fees, charges or expenses.

In each case such payments, expenses and disbursements may be payable to any person (including the Manager or any associate or nominee of the Trustee or of the Manager) who has had the relevant duty delegated to it pursuant to the FCA Rules by the Trustee.

20.6 **Administration and Registration Fees**

The administration of the Fund will be carried out by Northern Trust Global Services SE (UK branch), who also act as Registrar. The fees for valuation services and administration are paid by the Manager.

The registration fee will be paid out of the Fund's property, as will the disbursements listed in the 'Other Expenses' paragraph below. The current registration fee is £10 per Unitholder per annum.

20.7 Other Expenses

The following other expenses may be paid out of the Scheme Property of the Fund:

- 20.7.1 broker's commission (excluding costs for research), fiscal charges (including stamp duty and/or stamp duty reserve tax) and other disbursements which are necessary to be incurred in effecting transactions for the Fund and normally shown in contract notes, confirmation notes and difference accounts as appropriate;
- 20.7.2 fees and expenses in respect of establishing and maintaining the Register of Unitholders, including any sub-registers kept for the purpose of the administration of personal equity plans and individual savings accounts (the current fee being £10 per Unitholder per annum);
- 20.7.3 any costs incurred by the Fund in publishing the price of the units;
- 20.7.4 any costs incurred in producing and dispatching any payments made by the Fund, or the periodic reports of the Fund;
- 20.7.5 any reasonable general disbursements relating to postage and communication costs incurred in the proper performance of the transfer agent's duties relating to the Fund, which are currently carried on by the Registrar;
- 20.7.6 any fees or costs associated with any CASS related support activity incurred by the Registrar;
- 20.7.7 any fees, expenses or disbursements of any legal or other professional adviser of the Fund;
- 20.7.8 any costs incurred in taking out and maintaining an insurance policy in relation to the Fund;
- 20.7.9 any costs incurred in respect of meetings of Unitholders convened for any purpose including those convened on a requisition by Unitholders not including the Manager or an associate of the Manager;
- 20.7.10 liabilities on amalgamation or reconstruction including certain liabilities arising after transfer of property to the Fund in consideration for the issue of units as more fully detailed in COLL;
- 20.7.11 interest on borrowings and charges incurred in effecting or terminating such borrowings or in negotiating or varying the terms of such borrowings;
- 20.7.12 taxation and duties payable in respect of the property of the Fund or the issue or redemption of units;
- 20.7.13 the audit fees of the Auditors (including VAT) and any expenses of the Auditors;
- 20.7.14 the fees of the FCA as prescribed in COLL together with any corresponding periodic fees of any regulatory authority in a country or territory outside the United Kingdom in which units in the Fund are or may be marketed;

20.7.15 the Trustee will also be reimbursed out of the property of the Fund expenses incurred in performing the following activities and duties:

- a) delivery of stock to the Trustee or Custodian;
- b) custody of assets;
- c) collection of income and capital;
- d) submission of tax returns;
- e) handling tax claims;
- f) preparation of the Trustee's annual report;
- g) arranging insurance;
- h) calling Unitholder meetings and otherwise communicating with Unitholders;
- i) dealing with distribution warrants;
- j) taking reasonable professional advice;
- k) conducting legal proceedings; and
- l) such other duties as the Trustee is permitted or required by law to perform

20.7.16 the total amount of any cost relating to the application for authorisation and incorporation of the Fund and of its initial offer or issue of units;

20.7.17 any payments otherwise due by virtue of COLL; and

20.7.18 any value added or similar tax relating to any charge or expense set out herein.

20.8 **Allocation of Payments**

The Manager and the Trustee have agreed that normally the fees payable to the Manager and the Trustee will be treated as a charge against income of the Fund (except those charges and expenses relating directly to the purchase and sale of investments). If there is insufficient income to meet the fees then all, or part, of those fees may be treated (at the request of the Manager), as a charge against the capital of the Fund.

It should be noted that a charge against the capital of the Fund may result in capital erosion or constrain capital growth.

21. **Valuation of Fund and Pricing of Units**

21.1 The valuation of the Fund will take place at daily intervals at 10.00 a.m. (the "Valuation Point"). The valuation determines the net asset value of the Fund.

21.2 The Fund will value the Scheme Property using the single pricing method.

- 21.3 The Fund will be valued on a net asset value basis to determine the price of the units ('NAV price'). Except in circumstances where the application of a dilution levy applies, units will be redeemed at the NAV price and purchased at a price that includes a preliminary charge at the rate applying to the Fund (see paragraph 20 above).
- 21.4 The Manager may suspend dealing in the Fund if it cannot obtain prices on which to base a valuation. Refer to paragraph 22.6 below for the procedure to suspend dealing.
- 21.5 The value of the property of the Fund shall be the value of its assets less the value of its liabilities determined in accordance with the following provisions:
- 21.5.1 All the property of the Fund (including receivables) is to be included, subject to the following provisions.
- 21.5.2 Property which is not cash (or other assets dealt with in paragraph 21.5.3 below) or a contingent liability transaction shall be valued as follows and the prices used shall (subject as follows) be the most recent prices which it is practicable to obtain:
- (i) Units or shares in a collective investment scheme:
 - (A) if a single price for buying and selling units or shares is quoted, at that price; or
 - (B) if separate buying and selling prices are quoted, at the average of the two prices provided the buying price has been reduced by any preliminary charge included therein and the selling price has been increased by any exit or redemption charge attributable thereto; or
 - (C) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no recent price exists, at a value which, in the opinion of the Manager, is fair and reasonable;
 - (ii) any other transferable security:
 - (A) if a single price for buying and selling the security is quoted, at that price; or
 - (B) if separate buying and selling prices are quoted, at the average of the two prices; or
 - (C) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no price exists, at a value which, in the opinion of the Manager, is fair and reasonable;
 - (iii) property other than that described in a) and b) above:

at a value which, in the opinion of the Manager, represents a fair and reasonable mid-market price.
- 21.5.3 Cash and amounts held in current and deposit accounts and in other time-

related deposits shall be valued at their nominal values.

- 21.5.4 Property which is a contingent liability transaction shall be treated as follows:
- (i) if a written option, (and the premium for writing the option has become part of the Scheme Property), deduct the amount of the net valuation of premium receivable. If the property is an off-exchange derivative the method of valuation shall be agreed between the Manager and the Trustee;
 - (ii) if an off-exchange future, include at the net value of closing out in accordance with a valuation method agreed between the Manager and the Trustee;
 - (iii) if any other form of contingent liability transaction, include at the net value of margin on closing out (whether as a positive or negative value). If the property is an off-exchange derivative, the method of valuation shall be agreed between the Manager and the Trustee.
- 21.5.5 In determining the value of the Scheme Property, all instructions given to issue or cancel units shall be assumed to have been carried out (and any cash paid or received) whether or not this is the case.
- 21.5.6 Subject to paragraphs 21.5.7 and 21.5.8 below, agreements for the unconditional sale or purchase of property which are in existence but uncompleted shall be assumed to have been completed and all consequential action required to have been taken. Such unconditional agreements need not be taken into account if made shortly before the valuation takes place and, in the opinion of the Manager, their omission shall not materially affect the final net asset amount.
- 21.5.7 Futures or contracts for differences which are not yet due to be performed and unexpired and unexercised or purchased options shall not be included under paragraph 21.5.6.
- 21.5.8 All agreements are to be included under paragraph 21.5.6 which are, or ought reasonably to have been, known to the person valuing the property.
- 21.5.9 Deduct an estimated amount for anticipate tax liabilities at that point in time including (as applicable and without limitation) capital gains tax, income tax, corporation tax and advance corporation tax, value added tax, stamp duty and stamp duty tax.
- 21.5.10 Deduct an estimated amount for liabilities payable out of the property of the Fund and any tax thereon treating periodic items as accruing from day to day.
- 21.5.11 Deduct the principal amount of any outstanding borrowings whenever payable and any accrued but unpaid interest on borrowings.
- 21.5.12 Add an estimated amount for accrued claims for tax of whatever nature which may be recoverable.

- 21.5.13 Add any other credits or amounts due to be paid into the property of the Fund.
 - 21.5.14 Add a sum representing any interest or any income accrued due or deemed to have accrued but not received.
 - 21.5.15 Currencies or values in currencies other than base currency shall be converted at the relevant valuation point at a rate of exchange that is not likely to result in any material prejudice to the interests of Unitholders or potential Unitholders.
- 21.6 The Manager currently elects to deal on a forward basis, being the price calculated by reference to the Valuation Point next following the Manager's agreement to sell, or as the case may be, to redeem the units in question. The Manager may, subject to certain conditions and with the agreement of the Trustee, change the basis of dealing. In general the rules are as follows:
- 21.6.1 if the Manager's choice is forward, all deals must be at a forward price and the election lasts until the end of the dealing period.
 - 21.6.2 the Manager may at any time elect for forward only for the rest of the then current period.
 - 21.6.3 redemptions must be on the same basis as issues.
 - 21.6.4 where at any time during a Dealing Day the Manager knows or has reason to believe, that the property of the Fund has increased or decreased by 2% or more since the last valuation, they must perform a special valuation or else elect for forward dealing only.
 - 21.6.5 an applicant may always request to deal on a forward basis.
 - 21.6.6 the Manager may elect to deal on a forward basis in the case of a large deal. For the purpose of the FCA Rules, a large deal will be a deal in respect of units exceeding the sum of £100,000 in value.
 - 21.6.7 postal deals are dealt on a forward basis.
- 21.7 Where the Manager has reasonable grounds to believe that the price obtained is unreliable or the most recent price available does not reflect the Manager's best estimate of the value of the relevant investment at the relevant valuation point or no price or no recent price exists, the Manager may use a price which, in the opinion of the Manager, reflects a fair and reasonable price for that investment (the fair value price). In calculating any value, the Manager shall be entitled to rely on any valuations provided or attributed to any asset or liability by the Investment Managers.
- 21.8 The circumstances which may give rise to a fair value price being used include:
- 21.8.1 no recent trade in the security concerned; or
 - 21.8.2 the occurrence of a significant event since the most recent closure of the market where the price of the security is taken.
- 21.9 In 21.8.2, a significant event is one that means the most recent price of a security or a

basket of securities is materially different to the price that it is reasonably believed would exist at the Valuation Point had the relevant market been open.

21.10 In determining whether to use such a fair value price, the Manager will include in its consideration:

21.10.1 the type of authorised fund concerned;

21.10.2 the securities involved;

21.10.3 the basis and reliability of the alternative price used; and

21.10.4 the Manager's policy on the valuation of Scheme Property as disclosed in the Prospectus.

21.11 **Price publication details**

The most recent prices will appear daily on the Trustnet website at www.trustnet.com and can also be obtained by telephone on 01483 783 900.

For reasons beyond the control of the Manager, these may not necessarily be the current prices.

The cancellation price last notified to the Trustee is available from the Manager upon request.

21.12 **Income equalisation**

When an incoming Unitholder purchases a Unit during an accounting period, part of the purchase price will reflect the relevant share of accrued income in the net asset value of the Fund. The first allocation of income in respect of that Unit refunds this amount as a return of capital. The amount of income equalisation is calculated by dividing the aggregate of the amounts of income included in the creation price of units of the type in question issued or re-issued in a grouping period by the number of those units and applying the resulting average to each of the units in question.

Grouping for equalisation

Grouping periods are consecutive periods within each annual accounting period, being the interim accounting periods (including the period from the end of the last interim accounting period in an annual accounting period to the end of that annual accounting period) as specified in paragraph 9 above. If there are no interim accounting periods the periods for grouping of units will be annual accounting periods. Grouping is permitted by the Trust Deed for the purposes of equalisation.

22. **Buying and selling units**

22.1 **Buying units**

The dealing office of the Manager is open from 9.00am until 5.00pm each Business Day during which the Manager may receive requests for the buying and selling of units. The time and price at which a deal takes place depends on the Regulations affecting the pricing of units.

Units may be purchased by sending a completed application form or clear written instructions to the Thesis Unit Trust Management Limited at the dealing office of the Administrator. Alternatively units may be purchased by obtaining an application form by telephoning the Manager's Customer Enquiry Line on 0333 300 0375 or through the means of electronic communications (as set out at paragraph 23).

The address for the Administrator and the dealing office is set out in Appendix 4.

A contract note giving details of the units purchased will be issued no later than the next business day after the business day on which an application to purchase units is received and instrumented by the Manager. Payment in full should be made not later than the fourth business day after the date of purchase, and the Manager reserves the right to require payment in advance.

The Manager reserves the right to reject, on reasonable grounds, any application for units in whole or in part, in which event, the Manager will return by post, any money sent, or the balance, for the purchase of units which are the subject of the application, at the risk of the applicant.

An annual statement made up to 5 April will be issued to Unitholders. This will detail the Unitholder's current holding, transactions during the Year and income paid. Interim statements are available on request.

22.2 Minimum initial subscription and minimum holding

The Manager will not accept a lump sum application for units to the value of less than £100,000, unless it represents an addition to an existing holding in which case the minimum amount is £10,000. The only restriction on holdings is the value of the holding; there is no minimum number of units which any Unitholder need hold. The Manager reserves the right to reduce or waive minimum investment levels.

22.3 Issue of units in exchange for in specie assets

The Manager may arrange for the Fund to issue units in exchange for assets other than cash, but may only do so where the Trustee has taken reasonable care to determine that the Fund's acquiring of those assets in exchange for the units concerned is not likely to result in any material prejudice to the interests of Unitholders, or potential Unitholders.

The Manager will ensure that the beneficial interest in the assets is transferred to the Fund with effect from the issue of the units.

The Manager will not issue units in the Fund in exchange for assets the holding of which would be inconsistent with the investment objective of the Fund.

22.4 Redeeming units

At any time during a Dealing Day when the Manager is willing to issue units it must also be prepared to redeem units. The Manager may refuse to redeem a certain number of units if the redemption will mean the Unitholder is left holding units with a value of less than the minimum initial subscription of £100,000.

Requests to redeem units in the Fund may be made to the Manager by telephone,

through the means of electronic communication (please refer to paragraph 23), or by sending clear written instructions by post to the Administrator.

The telephone number, and address for the Administrator, is stated in Appendix 4.

A contract note giving details of the number and price of the units sold back to the Manager will be sent to Unitholders no later than the next business day after the units were sold. In the event that the Manager requires a signed Form of Renunciation, e.g. in respect of joint holders, corporate holders or redemptions dealt through an agent, a Form of Renunciation will be attached.

When units are redeemed, a cheque will be sent out within four working days of the valuation point of the Fund immediately following receipt by the Manager of the request to redeem units or the time when the Manager has received all duly executed instruments and authorisations as will vest to title in the Manager or enable it to arrange to do so, whichever is the later.

The Manager is not required to issue a cheque in respect of the redemption of units where it has not yet received the money due on the earlier issue of those units.

22.5 In specie redemptions

Where a Unitholder requests redemption or cancellation of units, the Manager may, at its discretion, give written notice to the Unitholder before the proceeds would otherwise become payable that, in lieu of paying such proceeds in cash, the Manager will transfer to that Unitholder property attributable to the scheme having the appropriate value. Where such notice is given, the Unitholder may, by written notice given to the Manager before the relevant property is transferred to the Unitholder, require the Manager to arrange for a sale of that property and the payment to the Unitholder of the net proceeds of that sale. The selection of the property to be transferred (or sold) will be made by the Manager in consultation with the Trustee, with a view to achieving no more advantage or disadvantage to the Unitholder requesting cancellation of their units than to continuing Unitholders. The Manager may retain out of the property to be transferred (or the proceeds of sale) property or cash of a value equivalent to any stamp duty or stamp duty reserve tax to be paid to the redemption or cancellation of the units.

22.6 Suspension of dealing

The Manager may if the Trustee agrees, or shall if the Trustee so requires, at any time temporarily suspend the issue and redemption of units if the Manager or Trustee (in the case of any requirement by the Trustee), believes that, due to exceptional circumstances, there is good and sufficient reason to do so, having regard to the interests of Unitholders or potential Unitholders.

Notice of suspension will be provided to Unitholders as soon as practicable after commencement of the suspension. On notification to Unitholders the Manager must ensure that Unitholders' attention is drawn to the exceptional circumstances that resulted in the suspension and ensure that the notification is clear, fair and not misleading. Unitholders will be kept informed about the suspension and, if possible, advised of its duration (if known) by written updates by the Manager.

On suspension, the Manager, or the Trustee if the Trustee has required the Manager to

suspend dealing, must immediately inform the FCA giving written confirmation of the suspension and state the reasons for its actions.

The Manager and the Trustee must formally review any such suspension at least every 28 days and inform the FCA of the results of their review. Any such suspension may only continue for so long as it is justified having regard to the interest of Unitholders.

Re-calculation of creation and cancellation prices will commence on the business day immediately following the end of the suspension, at the relevant valuation point. For the purpose of Chapter 6 of COLL a large deal will be a deal in respect of units exceeding the sum of £100,000 in value.

In addition, the FCA Rules may require the Manager to temporarily suspend the issue, cancellation, sale and redemption of units in certain circumstances (for example, where the Fund is invested in other authorised funds which are themselves suspended).

22.7 Mandatory transfers, redemptions and conversion

If it comes to the notice of the Manager that any units ("affected units") are owned directly or beneficially in breach of any law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory or by virtue of which the holder or holders in question is/are not qualified and entitled to hold such units or if it reasonably believes this to be the case, the Manager may give notice to the holder(s) of the affected units requiring either transfer of such units to a person who is qualified or entitled to own them or that a request in writing be given for the redemption or cancellation of such units in accordance with COLL.

If any person upon whom such a notice is served does not within thirty days after the date of such notice transfer their affected units to a person qualified to hold them or establish to the satisfaction of the Manager (whose judgement is final and binding) that they or the beneficial owner is qualified and entitled to own the affected units, they shall be deemed upon the expiration of that thirty day period to have given a request in writing for the redemption of all the affected units pursuant to COLL.

A person who becomes aware that they have acquired or are holding affected units in breach of any law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory, or by virtue of which they are not qualified to hold such affected units, shall forthwith, unless they have already received a notice as aforesaid, either transfer or procure the transfer of all their affected units to a person qualified to own them or give a request in writing to procure that such a request for the redemption or cancellation of all their affected units pursuant to COLL.

The Manager may, from time to time, impose such restrictions as it may think necessary for the purpose of ensuring that no units are acquired or held by any person in breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory or which would result in the Fund incurring any liability to taxation which the Fund is not able to recoup itself or suffering any other adverse consequence. In this connection, the Manager may, inter alia, reject in its discretion any application for the purchase, redemption, and transfer, of units.

In addition, where the Manager considers it is in the best interests of Unitholders, the

Manager may convert a Unitholder's holding in one class of units to another class of units in the Fund. The Manager shall give at least 60 days' prior written notice to the Unitholders concerned of the proposed conversion, including details of the new class of units and reminding Unitholders of their rights to redeem.

22.8 **Client Money Rules**

The FCA Handbook contains provisions (known as the "Client Money Rules") designed to safeguard client money in the hands of authorised persons. However, the CASS rules also provide that money need not be treated as client money in respect of a delivery versus payment transaction, for the purpose of settling a transaction in relation to units in a regulated collective investment scheme such as the Fund, provided that:

22.8.1 The Manager receives the money from a client in relation to the Manager's obligation to issue units in the fund in accordance with COLL; or

22.8.2 The money is held in the course of redeeming units, where the proceeds are paid to the client within the timeframe specified in COLL.

Where money is received in either of the circumstances set out in 21.7.1 or 21.7.2 above, the Manager must cease to operate the exemption if, by close of business on the Business Day following receipt of the money, it has not paid it over to the Trustee or the client as applicable.

In order to facilitate management of the Fund, the Manager makes use of the delivery versus payment exemption on the issue of units in respect of money received other than in the form of cheques. Money received in other payment forms, for the issue of units is, therefore, not protected under the Client Money Rules until the delivery versus payment exemption period has expired. Money received by the Manager in the form of redemptions, cheques or other remittances is paid directly into a client money account maintained by the Manager with an Approved Bank, as defined in the FCA Rules, and protected in line with the Client Money Rules. No interest is payable by the Manager on monies credited to this account.

Money deposited into an account with a third party may have a security interest, lien or right of set-off in relation to the money, to the extent permitted by the Client Money Rules.

In certain circumstances, if the Manager has lost touch with an investor, the Manager will be permitted to pay the investor's client money balance to a registered charity after six years. The Manager will not do so until reasonable efforts have been made to contact the investor. The investor will still be entitled to recover this money from the Manager at a later date irrespective of whether the Manager has paid the money to charity. This is subject to the rules in COLL, which require the Manager to transfer any distribution payment which remains unclaimed after a period of six years from the date of payment to the Fund's capital property.

23. **Electronic communications**

23.1 The Manager will accept instructions to transfer or renunciation of title to units on the basis of an authority communicated by electronic means and sent by the Unitholder, or delivered on their behalf by a person that is authorised by the FCA or regulated in another jurisdiction by an equivalent supervisory authority, subject

to:

23.2 Prior agreement between the Manager and the person making the communication as to:

(a) the electronic media by which such communications may be delivered; and

(b) how such communications will be identified as conveying the necessary authority; and

23.3 Assurance from any person who may give such authority on behalf of the investor that they will have obtained the required appointment in writing from the Unitholder.

24. **Taxation**

The following summary is based on current UK law and HM Revenue & Customs practice. It summarises the UK tax position of Authorised Unit Trusts ("AUTs") and Unitholders who are UK tax resident. However, it should not be regarded as exhaustive and investors are advised to obtain specific advice from their professional tax adviser. Levels and bases of, and reliefs from, taxation are subject to change in the future.

24.1 Taxation of the Fund

The Fund is an AUT and is treated as an Authorised Investment Fund for tax purposes. Income of the Fund is deemed to be distributed for tax purposes, even when it is accumulated. References to distributions include deemed distributions of accumulated income.

The Fund will make dividend distributions except where over 60% of the Fund's property has been invested at all times throughout the distribution period in interest paying and related investments, in which case it will make interest distributions. A fund that makes interest distributions is referred to as a Bond Fund and a fund that makes dividend distributions is referred to as an Equity Fund.

(a) Income

The Fund is liable to corporation tax on its income after relief for management expenses (which include fees payable to the Manager and to the Trustee) at the basic rate of income tax. The rate of corporation tax applicable to the Fund is equal to the basic rate of income tax.

Where the Fund is a Bond Fund, the gross amount of any interest distributions is an allowable expense for corporation tax purposes and no tax should actually be paid on that part of the income funding the interest distributions.

Dividend income received by the Fund from investments in UK resident and overseas companies should fall within an exemption from corporation tax. Dividend income received from foreign companies may be subject to withholding tax or other taxation in the foreign jurisdiction. Any foreign tax suffered by the Fund may normally be deducted from the UK tax due on that income or treated as an expense in calculating

the amount of that income subject to corporation tax.

(b) Capital gains

Capital gains realised by the Fund on a disposal of its investments are exempt from corporation tax on chargeable gains. In the unlikely event that the Fund should be considered to be trading in securities for tax purposes, any gains made by it would be treated as income and taxed accordingly.

(c) Stamp Duty Reserve Tax

Stamp duty reserve tax ("SDRT") is generally charged on any agreements to transfer units in AUTs (other than transactions handled by the fund manager) to third parties at a rate of 0.5% of the consideration.

No SDRT charge arises on the issue or surrender of units in AUTs. However, investors may be subject to an SDRT charge where units in the Fund are surrendered and the investors receive assets from the Fund (rather than cash) which are not in proportion to each investor's share of the total assets held by the Fund.

24.2 Taxation of Unitholders

(a) Income

For tax purposes, an AUT is treated as distributing the whole of the income available for distribution in each of its distribution periods, whether actually distributed or accumulated by it. Distributions may be made as interest distributions or dividend distributions as set out below.

The distribution accounts of the Fund for any of its distribution periods may show income available for distribution as either (x) an interest distribution or (y) a dividend distribution. The type of distribution that either actually takes or is deemed to take place depends on the source and composition of the income within the Fund.

Where more than 60% of the Fund is invested in "qualifying investments" (broadly speaking interest paying investments, see further below) the Fund will make an interest distribution. Where this is not the case, distributions made by the Fund will be dividend distributions.

All Unitholders will be sent tax vouchers stating the make-up of their distributions and showing their taxable income.

(i) Interest distributions

UK resident individuals

Interest distributions paid by the Fund (save in respect of distributions to certain qualifying Unitholders) are treated as yearly interest and, as such, are subject to income tax.

No income tax is required to be deducted at source from interest distributions with the result that Unitholders will receive interest distributions gross of any tax.

Basic rate taxpayers are entitled to a personal savings allowance, higher rate taxpayers are entitled to a reduced personal savings allowance and additional rate taxpayers have no personal savings allowance.

Basic rate, higher rate and additional rate taxpayers will pay income tax (in the case of basic rate and higher rate taxpayers, on the amount in excess of the applicable personal savings allowance) on any income distributions at the basic rate, the higher rate or the additional rate (as applicable).

UK corporate Unitholders

If, at any point in an accounting period of a UK corporate Unitholder, the Fund fails to satisfy the "qualifying investment" test, units held by the UK corporate Unitholder in respect of the Fund are treated as if the units in respect of such a corporate's accounting period (including gains, profits and losses) are rights under a creditor loan relationship and will be taxed or relieved as an income receipt or expense on a "fair value accounting" basis. Accordingly, such a corporate Unitholder may, depending on its own circumstances, incur a charge to corporation tax on an unrealised increase in the value of its holding of units (and, likewise, obtain relief against corporation tax for an unrealised reduction in the value of its holding of units).

The Fund will fail to satisfy the "qualifying investments" test at any time when more than 60% of its assets by market value comprise government and corporate debt securities, cash on deposit, certain derivative contracts or holdings in other collective investment schemes which at any time in the relevant accounting period do not themselves satisfy the "qualifying investments" test, or other interest bearing securities.

Interest distributions paid to UK corporate Unitholders may be paid without deduction of income tax at source.

(ii) Dividend distributions

Dividend distributions paid by the Fund are treated as if they are dividends.

UK resident individuals

UK resident individuals liable to income tax at the basic, higher or additional rate will be taxed at the appropriate dividend rate on the receipt of dividend distributions subject to the availability of allowances and reliefs including the annual dividend allowance.

UK corporate Unitholders

UK resident corporate Unitholders must split their dividend distributions into franked and unfranked income portions according to the percentage split given on the tax voucher. The unfranked portion is, to the extent it comprises UK source income, generally treated as an annual payment received after deduction of income tax at the basic rate, whereas the balance is treated as franked income – i.e. a dividend. Both annual payments and dividends are liable to corporation tax in the hands of UK corporate Unitholders although the franked dividend portion should fall within an exemption from corporation tax.

(b) Chargeable gains

UK resident individuals

Unitholders who are resident in the UK may be liable to UK taxation on capital gains arising from the sale or other disposal, including a redemption of units in the Fund. Gains will be tax-free if after deduction of allowable losses they fall within an individual's annual capital gains exemption.

Gains in excess of the annual exemption amount are taxed at the lower rate of capital gains tax to the extent that together with an individual's taxable income they do not exceed the upper limit of the basic rate income tax band and at the higher rate to the extent that they exceed that limit.

UK corporate Unitholders

UK corporate Unitholders (whose units are not treated as creditor loan relationships) will be charged to corporation tax on any gains realised after the deduction of allowable losses (if any).

The Manager reserves the right to redeem the units of any Unitholder who jeopardises the tax status of the Fund.

24.3 Income equalisation – tax implications

The price of a Unit of a particular class is based on the value of that class's entitlement in the Fund, including the income of the Fund since the previous distribution or, in the case of accumulation units, deemed distribution. In the case of the first distribution received or accumulation made in respect of a unit, part of the amount, namely the equalisation payment, is treated as a return of capital and is not taxable as income in the hands of the Unitholder. This amount is, however, in the case of income units, deducted from the cost of the Unit in computing any capital gains. Equalisation applies only to units purchased during the relevant accounting period. It is calculated as the average amount of income included in the issue price of all units of the relevant class issued during the period.

24.4 UK information reporting regime

AUTs are required to report details of interest distributions paid to UK, and many non-UK investors. Dividend distributions and payments made to ISA investors are not within the scope of these rules but see the paragraphs dealing with "International Tax Compliance" below.

24.5 Tax Elected Fund ("TEF") regime

The Manager may, in the future, seek to elect the Fund into the TEF regime if it considers that it would be advantageous for the majority of investors in the Fund to do so. If the Fund is elected into the TEF regime, the UK tax treatment of the Fund and its investors would be different to that set out above.

24.6 International Tax Compliance

The Fund is required to comply with the International Tax Compliance Regulations.

The International Tax Compliance Regulations transpose into UK law rules and obligations derived from international standards and inter-governmental agreements entered into by the UK which are aimed at increasing transparency and reducing tax evasion. The regulations include rules derived from the US Foreign Account Tax Compliance Act ("FATCA") and the OECD Common Reporting Standard for Automatic Exchange of Financial Account Information ("CRS").

To be compliant with the International Tax Compliance Regulations the Fund must collect information about each Unitholder's tax residence and, in certain circumstances, provide information about Unitholders' holdings in units to HMRC. HMRC may in turn share this information with overseas tax authorities. Such tasks may be delegated to the Administrator.

Unitholders should note that:

- **they may be asked to provide additional information (including information regarding their tax residence) to the Manager or the Administrator to enable the Fund to satisfy these obligations;**
- **the Manager or Administrator may report these details, along with information about a Unitholder's holding, to HMRC; and**
- **HMRC may subsequently exchange this information with other governments or tax authorities in other jurisdictions.**

If a Unitholder fails to provide the information required by the Fund to comply with its obligations to HMRC this may result in the Manager taking appropriate action against the Unitholder, including invoking the compulsory transfer and redemption provisions set out in this Prospectus. The Unitholder may also be liable for any penalties suffered by the Manager. The Manager may deduct the amount of any penalty from the Unitholder's account.

25. Risk Profile Management

- 25.1 The Manager, in consultation with the Investment Managers, has adopted a risk management process in respect of the Fund enabling it to monitor and measure the risk of the Fund's portfolio and contribution of the underlying investments to the overall risk profile of the Fund.
- 25.2 The Manager operates a liquidity risk management policy with a view to ensuring that Unitholders are able to realise their units in accordance with this Prospectus and the requirements of the FCA Rules. This Prospectus provides information in relation to liquidity risk management, including the redemption rights of investors in normal and exceptional circumstances, and the existing redemption arrangements with investors.
- 25.3 Liquidity risk is the risk that the Fund is unable to meet its obligations as they fall due. Examples include insufficient cash to meet redemption requests or make margin payments requirements and the risk that a particular derivative position cannot be easily unwound or offset due to insufficient market depth or market disruption or that the Fund's financial obligations arising from the derivative activity (such as margin calls) will not be able to be met. It is controlled for through monitoring of the liquidity of all instruments used, including derivatives, in the context of the investment objectives and liquidity requirements of each scheme or client account. Cash positions are monitored

and reported to ensure that the Fund has sufficient capacity to meet obligations arising from any derivative positions.

25.4 Stress tests on the portfolio are undertaken on a periodic basis, the frequency is dependent on a number of factors, e.g. portfolio composition and liquidity.

26. **Leverage (as defined by the UK AIFM regime)**

26.1 The Fund may invest in instruments which are subject to leverage from time to time. Under the UK AIFM regime, the Manager must:

26.1.1 set a maximum level of leveraging which it may employ on behalf of the Fund; and

26.1.2 where the leverage arrangement allows the right to reuse collateral or the granting of a guarantee, set out the extent of that right or guarantee.

26.2 For the Fund, the Manager has set the following limits:

Derivative Type	Limits
Allowable on a 'substantial' basis	No
Unsecured cash borrowings	Not permitted
Secured cash borrowings	Up to 10% for liquidity purposes only. ONLY for short-term use.
Convertible borrowings	Not permitted
Interest rate swaps	Not permitted
Contracts for differences	Not permitted
Futures contracts	Not permitted
Total return swaps	Not permitted
Forward agreements	Only as required; No greater than 40% of the Net Asset Value of the portfolio.
Options	Only as required; No greater than 30% of the Net Asset Value of the portfolio.
Repurchase arrangements	Not permitted
Reverse repurchase arrangements	Not permitted
Securities lending arrangements	Not permitted
Securities borrowing arrangements	Not permitted
Credit default swaps	Not permitted

Derivative Type	Limits
MAXIMUM LEVEL OF LEVERAGE USING THE COMMITMENT METHOD*	200%
MAXIMUM LEVEL OF LEVERAGE USING THE GROSS METHOD*	300%

*NOTES

Under the **gross method**, the exposure of the Fund is calculated as follows:

1. the value of any cash and cash equivalents which are highly liquid investments held in the base currency of the Fund that are readily convertible to an amount of cash, subject to an insignificant risk of change in value and which provide a return no greater than the rate of a three month high quality government bond is excluded;
2. derivative instruments are converted (using certain specified conversion methodologies) into the equivalent position in their underlying assets;
3. cash borrowings that remain in cash or cash equivalents and where the amounts payable are known are excluded;
4. exposures resulting from the reinvestment of cash borrowings, expressed as the higher of the market value of the investment realised or the total amount of cash borrowed are included; and
5. positions within repurchase or reverse repurchase transactions and securities lending or borrowing or other similar arrangements are included.

The maximum level of leverage for the Fund expressed as a ratio of the Fund's total exposure to its Net Asset Value current ratio under the gross method is: **3:1**.

Under the **commitment method**, the exposure of the Fund is calculated as follows:

1. derivative instruments are converted (using certain specified conversion methodologies) into the equivalent position in their underlying assets;
2. netting and hedging arrangements are applied, subject to specified conditions;
3. the exposure created through the reinvestment of borrowings where such reinvestment increases the exposure of the Fund is calculated;
4. derivative instruments used for currency hedging purposes are excluded.

The maximum level of leverage for the Fund expressed as a ratio of the Fund's total exposure to its Net Asset Value current ratio under the commitment method is: **2:1**.

27. The Fund may use options, forwards and other derivative instruments for the purpose of hedging against either price or currency fluctuations. The Manager's ability to use these strategies may be limited by market conditions, regulatory limits and tax considerations. Use of these strategies involves certain special risks, including (i)

imperfect correlation between movements in the securities or currency on which a futures or options contract is based and movements in the securities or currencies in the Fund; (ii) the absence of a liquid market for any particular instrument at any particular time; and (iii) possible impediments to the ability to meet redemption requests or other short-term obligations because of the percentage of the Fund's assets segregated to cover its obligations. Hedging strategies necessarily add costs to the Fund.

28. **Fair Treatment of Investors**

- 28.1 The Manager ensures fair treatment of investors by its compliance with the applicable rules in COLL and FUND and with the rules contained in the FCA Handbook.
- 28.2 The Manager is required, under the FCA Handbook, to treat its customers fairly, when they become, remain or as they cease to be Unitholders. The Manager complies with the rules in the FCA Handbook, and has adopted a series of policies and procedures (including a Conflict of Interest policy) which are designed to achieve this outcome.
- 28.3 The Manager and the Investment Managers may in certain circumstances grant preferential treatment to investors. This may include, for example, access to certain Unit classes, a waiver or reduction of certain charges, the payment of rebates, or access to individuals within the Manager or the Investment Managers. If such rights are granted, this would typically be to investors who invest significant amounts in the Fund. Such investors would not typically be legally or economically linked to the Manager.
- 28.4 Any Unitholder may be granted preferential treatment in relation to the terms of its investment in the Fund by the Manager, the Investment Managers and/or any other service provider to the Fund.
- 28.5 The Manager and/or the Investment Managers may enter into side letters and/or other arrangements ("Side Arrangements") with Unitholders, including those deemed to involve a significant or strategic relationship, that will result in the terms of an investment in the Fund being different to the terms applicable to other Unitholders and/or provide the following preferential treatment:

28.5.1 **Disclosure / Reporting:**

- (a) notification of (A) certain 'key man' events and/or (B) certain changes to the organisation of the Fund and/or (C) the issue of units on more favourable terms to those described herein (as amended by the relevant side letter and/or other arrangement) and/or (D) certain other changes and/or other events, in each case that affects, or relates to, the Fund and/or its service providers (including, but not limited to, the Investment Managers) or the relevant Unitholder's investment in the Fund;
- (b) notification if holdings in the Fund by the relevant Unitholder exceed specific levels; and/or
- (c) the provision of certain limited information relating to the Investment Managers and/or to the Fund's assets, including in order to allow the relevant Unitholder to comply with the laws and regulations to which it is subject.

28.5.2 **Investor Liquidity terms:**

- (a) ensure that redemptions of units are effected in full within a prescribed period of time in the event that redemptions are deferred (i.e. "gated") for any reason; and/or
- (b) permit transferability of units where there is no change of beneficial ownership.

28.5.3 **Fees:**

rebate some or all of the periodic charge payable in respect of the relevant Unitholder's units.

28.6 **Side Arrangements:**

28.6.1 The Manager's Risk Management Policy deals with Side Arrangements.

28.6.2 The main conflict of interest with Side Arrangements is the potential for one or more investors to be advantaged over other investors by terms within their Side Arrangements. For example, the preferential early exit of one investor may reduce the portfolio liquidity, which might make withdrawals unavailable to other investors. Subsequently, it may be the case that other investors are actually disadvantaged. The Manager will give consideration as to whether the nature and scope of the provisions are consistent with treating all investors fairly.

28.6.3 Any Side Arrangement which contains 'material terms' will be fully considered before it is put in place. Examples of material terms would include preferential redemption rights, 'key man' provisions, redemption 'gate' waivers and portfolio transparency rights.

29. **Recognition and Enforcement of Judgments**

29.1 The UK AIFM regime require the Manager to give details of legal instruments providing for the recognition and enforcement of judgments in England and Wales (which is the territory in which the Fund is established). The laws of England and Wales provide a number of legal mechanisms for the recognition and enforcement of judgments.

30. **Further Information**

30.1 **Trust Deed and the Prospectus**

Copies of the Trust Deed (and any Supplemental Deeds of the Fund) the Prospectus and the most recent annual and half-yearly reports may be inspected at the Manager's office. Alternatively copies of these documents may be obtained, free of charge, from the Manager.

30.2 **Telephone calls**

Telephone calls may be recorded for regulatory, training or monitoring purposes.

Recordings will be provided on request for a period of at least five years from the date of such recording, or, where requested by a competent regulatory authority, for a

period of seven years, where the Manager can identify the call.

If you ask the Manager to send you a recording of a particular call, the Manager may ask for further information to help identify the exact call to which your request relates.

30.3 **Future Disclosure**

Each Unitholder may obtain on request from the Manager information supplementary to this Prospectus relating to:

30.3.1 the quantitative limits applying in the risk management of the Fund;

30.3.2 the methods used in relation to 30.3.1; and

30.3.3 any recent development of the risk and yield of the main categories of investment.

30.4 **Service of notices**

The address for service of notices or other documents required or authorised to be served on the Fund is at the Registered Office, Exchange Building, St John's Street, Chichester, West Sussex PO19 1UP.

30.5 **Complaints**

Unitholders who have complaints about the operation of the Fund should (in the first instance) contact the Manager. If a complaint cannot be resolved satisfactorily with the Manager, it may be referred direct to the Financial Ombudsman Service at Exchange Tower, London E14 9SR.

A copy of the complaints handling procedure is available from the Manager on request.

30.6 **Non-accountability for profits**

Neither the Manager, the Trustee, each of the Investment Managers (or any associate of the same) or the Auditors is liable to account to either each other or to Unitholders for any profits or benefits it makes or receives that are made or derived from or in connection with:

30.6.1 dealings in the units of the Fund; or

30.6.2 any transaction in the Scheme Property; or

30.6.3 the supply of services to the Fund.

30.7 **Further information**

The following information will be made available to Unitholders as part of the Fund's annual report:

30.7.1 the percentage of the Fund's assets which are subject to special arrangements arising from their illiquid nature;

- 30.7.2 any new arrangement for managing the liquidity of the Fund;
- 30.7.3 the current risk profile of the Fund and the risk management systems employed by the Manager to manage those risks; and
- 30.7.4 the total amount of leverage employed by the Fund, as applicable.

Unitholders will also be provided with information regarding changes to:

- 30.7.5 the maximum level of leverage the Manager may employ on behalf of the Fund's; or
- 30.7.6 the rights for re-use of collateral under the Fund's leveraging arrangements; or
- 30.7.7 any guarantee granted under the Fund's leveraging arrangements.

This information will be made available to Unitholders, without undue delay following the occurrence of that change, usually by way of update to this Prospectus. Where required, such change will be preceded by notification to Unitholders.

30.8 **Money Laundering**

Firms conducting investment business are required to maintain procedures to combat money laundering. In order to implement these procedures, in certain circumstances Unitholders may be asked to provide some proof of identity when buying or selling units.

Please refer to 'Electronic Verification' below for details of certain resources we may access in verifying information on you. In the latter case the Manager cannot pay the proceeds until satisfactory evidence has been received.

30.9 **Profit and Loss of the Manager**

Investors buy and redeem units through the Manager who nets them to reduce the number of units issued or cancelled by the Fund. When dealing in units, the Manager acts as principal but does not profit from this activity.

30.10 **Investors outside of the UK**

The distribution of this Prospectus and the offering or purchase of units in the Fund may be restricted in certain jurisdictions. No persons receiving a copy of this Prospectus in any such jurisdiction may treat the Prospectus as constituting an invitation to them to subscribe for units unless, in the relevant jurisdiction, such an invitation could lawfully be made to them.

This Prospectus do not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not lawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation. It is the responsibility of any persons in possession of this Prospectus and any persons wishing to apply for units in the Fund to inform themselves of and to observe all applicable laws and Sourcebook of any relevant jurisdiction. Prospective applicants for units in the Fund should inform themselves as to legal

requirements of so applying and any applicable exchange control Sourcebook and taxes in the countries of their respective citizenship, residence or domicile.

The units in the Fund which are described in this Prospectus have not been and will not be registered under the 1933 Act, the 1940 Act or the securities laws of any of the states of the United States of America and may not be directly or indirectly offered or sold in the United States of America to or for the account or benefit of any U.S. Person (as defined below), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act, the 1940 Act and similar requirements of such state securities laws.

The units have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission or other regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of these offering materials. Any representation to the contrary is unlawful. The units are subject to restrictions on transferability and resale and may not be transferred or resold in the United States except as permitted under the 1933 Act and applicable state securities laws, pursuant to registration or exemption therefrom.

In order to ensure compliance with the restrictions referred to above, the Fund is, accordingly, not open for investment by any US Persons or ERISA Plans except in exceptional circumstances and then only with the prior consent of the Manager. A prospective investor may be required at the time of acquiring units to represent that such investor is a qualified holder and not a US Person or acquiring units for the account or benefit, directly or indirectly, of a US Person or with the assets of an ERISA Plan. The granting of prior consent by the Manager to an investment does not confer on the investor a right to acquire units in respect of any future or subsequent application.

30.11 **Data Protection**

The personal details of each applicant for units and each Unitholder will be held by the Manager and/or the Administrator as its agent in accordance with the Data Protection Laws for the purposes of carrying out the Manager's agreement with each Unitholder. This may include the transfer of such data to other members of the Manager's group and to other businesses providing services to the Manager (including their offices outside the United Kingdom), where the transfer is necessary for the provision of services in relation to the Manager's role as operator of the Fund. The data protection laws and other laws of these countries may not be as comprehensive as those that apply within the UK. In these instances the Manager will take steps to ensure that your privacy rights are respected. Unitholders have the right to access their personal data processed by the Manager together with (in certain circumstances) the right to object to the processing of such data for legitimate reasons.

A copy of the Manager's Privacy Notice relating to investors is available at www.tutman.co.uk or on request from compliance@tutman.co.uk.

30.12 **Electronic Verification**

The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, The Proceeds of Crime Act 2002, the Senior Management Arrangements Systems & Controls Source book and Joint Money Laundering Steering Group guidance notes (which are updated from time to time) state that the Manager

must check your identity and the source of the money invested. The Manager may also request verification documents from parties associated with you. In some cases, documentation may be required for officers performing duties on behalf of bodies corporate. The checks may include an electronic search of information held about you (or your associated party) on the electoral roll and using credit reference agencies. The credit reference agency may check the details you (or your associated party) supply against any particulars on any database (public or otherwise) to which they have access and may retain a record of that information although this is only to verify identity and will not affect your (or your associated party's) credit rating. They may also use your (or your associated party's) details in the future to assist other companies for verification purposes.

If you apply for units you are giving the Manager permission to ask for this information in line with the Data Protection Laws. If you invest through a financial adviser they must fill an identity verification certificate on your behalf and send it to the Manager with your application.

APPENDIX 1

Historical Performance Figures

The comparisons in the table below are based on performance over a five year period and show the total annual return up to 31 December for each year listed.

This performance information is net of subscription and redemption fees but does not include the effect of any preliminary charge that may be paid on an investment.

These figures refer to the past and past performance is not a reliable indicator of future results.

	2020 (%)	2021 (%)	2022 (%)	2023 (%)	2024 (%)
Eden Investment Fund	11.55	8.27	-8.18	3.75	8.69

Source of performance data- Morningstar.

These performance figures are presented as a matter of record and should be regarded as such.

Performance is determined by many factors including the general direction and volatility of markets and may not be repeatable.

Investors should note that these figures refer to past performance and past performance is not a reliable indicator of future performance or results.

APPENDIX 2

Eligible Markets

A market is an "eligible market" if it is:

- a) a regulated market (as defined in the FCA Glossary);
- b) a market in the United Kingdom or an EEA State which is regulated, operates regularly and is open to the public; or
- c) a market which the Manager, after consultation with, and notification to, the Trustee, determines is appropriate for the purpose of investment of, or dealing in, the property of the Fund. In accordance with the relevant criteria in the COLL Sourcebook, such a market must be regulated; operate regularly; recognised as a market or exchange or as a self-regulating organisation by an overseas regulator; open to the public; be adequately liquid; and have adequate arrangements for unimpeded transmission of income and capital to, or to the order of, Unitholders.

Detailed below are the additional eligible markets on which the Fund is currently permitted to deal.

EEA	any market established in a member of state of the European Economic Area ("member state") on which transferable securities and money market instruments admitted to official listing in the member state are dealt in or traded
Australia	ASX Group
Canada	Toronto Stock Exchange TSX Venture Exchange Montreal Exchange
Hong Kong	Hong Kong Stock Exchange
Japan	Nagoya Stock Exchange Osaka Securities Exchange Tokyo Stock Exchange JASDAQ Securities Exchange
Korea	Korea Composite Stock Price Index
Mexico	Mexican Stock Exchange
New Zealand	New Zealand Stock Exchange (NZX)
Singapore	Singapore Exchange (SGX)
South Africa	JSE Limited
Switzerland	SIX Swiss Exchange AG
Thailand	Stock Exchange of Thailand (SET)
United Kingdom	Alternative Investment Market of the London Stock Exchange (AIM)
United States of America	NASDAQ (the electronic inter-dealer quotation system of America operated by the National Association of Securities Dealers Inc);

any exchange registered with the Securities and Exchange Commission as a national stock exchange, including the NYSE Euronext, Chicago Stock Exchange, NYSE Arca Equities and NASDAQ OMX PHLX;

the market in transferable securities issued by or on behalf of the Government of the United States of America conducted through persons for the time being recognised and supervised by the Federal Reserve Bank of New York and known as primary dealer;

the Over-the-Counter Market regulated by the National Association of Securities Dealers Inc.

Eligible Derivatives Markets

A market is an "eligible market" if it is:

- a) a regulated market (as defined in the FCA Glossary);
- b) a market in the United Kingdom or an EEA State which is regulated, operates regularly and is open to the public; or
- c) a market which the Manager, after consultation with, and notification to, the Trustee, determines is appropriate for the purpose of investment of, or dealing in, the property of the Fund. In accordance with the relevant criteria in the COLL Sourcebook, such a market must be regulated; operate regularly; recognised as a market or exchange or as a self-regulating organisation by an overseas regulator; open to the public; be adequately liquid; and have adequate arrangements for unimpeded transmission of income and capital to, or to the order of, Unitholders.

Detailed below are the additional eligible markets on which the Fund is currently permitted to deal.

Austria	Vienna Stock Exchange
Australia	The Australian Securities Exchange Limited
Belgium	Euronext Brussels
Canada	The Montreal Exchange
Denmark	NASDAQ OMX Copenhagen AS
Europe	EUREX
Finland	NASDAQ OMX Helsinki
France	Euronext Paris
Hong Kong	Hong Kong Exchange
India	National Stock Exchange
Ireland	Irish Stock Exchange
Italy	Futures Market for Government Securities (MIF)
Japan	Osaka Securities Exchange Tokyo Stock Exchange Tokyo Financial Exchange

Malaysia	Bursa Malaysia
Netherlands	Euronext Amsterdam
New Zealand	New Zealand Futures and Options Exchange
Peru	Lima Stock Exchange
Singapore	Singapore Exchange (SGX)
South Africa	JSE Securities Exchange
	The South African Futures Exchange (SAFEX)
Spain	BME
	Spanish Exchanges
Sweden	NASDAQ OMX Stockholm AB
United Kingdom	Euronext
	LIFFE
	OMLX
United States of America	Chicago Board of Options Exchange (CBOE)
	CME Group Inc.
	New York Futures Exchange
	New York Mercantile Exchange (NYMEX)
	Kansas City Board of Trade
	NYSE Arca
	NASDAQ OMX PHLX
	NASDAQ OMX Futures Exchange
others	The International Securities Exchange (ISE)

APPENDIX 3

List of other authorised collective investment schemes operated by the Manager

Authorised Contractual Schemes

TM Brunel Pension Partnership ACS

Authorised Open-Ended Investment Companies

Abaco Fund ICVC
Arch House Fund
Ariel Fund
Bryth ICVC
Canterbury Investment Fund
CP Investment Funds
Destiny Fund ICVC
Harroway Capital ICVC
Hawarwatza Fund
Liberio Portfolio Fund
Lime Grove Fund
Meadowgate Funds
Mellifera OEIC
Moulsoe Fund
Scarp Fund
Seymour Fund
Skiwi Fund
The Ambrose Fund
The Astral Fund
The Capital Link Growth Fund
The Contact Fund
The Diversification Fund ICVC
The Dunnottar Fund
The Global Multi Asset Fund
The Hector Fund
The Juniper Fund
The Lockerley Fund
The Mazener Fund
The MCMLXIII Fund
The Motim Fund
The Northern Funds
The Oenoke Fund
The Ord Fund ICVC
The Overstone Fund
The Penare Fund
The Redhill Fund
The Saint Martins Fund
The Staderas Fund
The Stratford Fund
The Sun Portfolio Fund
The TBL Fund
The TM Lancewood Fund
The TM Mitcham Fund
The Torridon Growth Fund
The Vinings Fund
The Wharton Fund
Thesis JDS Fund
TM Acer Fund
TM Admiral Fund
TM Balanced Growth Fund
TM Brickwood Funds
TM Brown Advisory Funds
TM Brunsdon OEIC

Authorised Unit Trusts

BPM Trust
Eden Investment Fund
Elfynn International Trust
Glenhuntley Portfolio Trust
Hawthorn Portfolio Trust
KES Diversified Trust
KES Ivy Fund
KES Growth Fund
KES Income and Growth Fund
KES Strategic Investment Fund
Latour Growth Fund
Lavaud Fund
Malachite Return Fund
Mossylea Fund
Pippin Return Fund
The Argo Fund
The Blandfield Fund
The Castor Fund
The Delta Growth Fund
The Deribee Funds
The Eldon Fund
The Endeavour II Fund
The Hall Fund
The HoundStar Fund
The Iceberg Trust
The Maiden Fund
The Millau Fund
The Norfolk Trust
The Notts Trust
The Palfrey Fund
The TM Stockwell Fund
The White Hill Fund
Thesis Headway Fund
Thesis Lion Growth Fund
Thesis PM A Fund
Thesis PM B Fund
Thesis Thameside Managed Fund
TM Chainpoint Fund
TM Gravis UK Listed Property (Feeder) Fund
TM Growth Fund
TM Hearthstone UK Residential Feeder Fund
TM Managed Fund
TM Masonic Charitable Foundation Investment Fund
TM Merlin Fund
TM New Court Fund
TM New Court Growth Fund
TM New Court Return Assets

Authorised Contractual Schemes

Authorised Open-Ended Investment Companies

TM Castlefield Funds
TM Castlefield Portfolio Funds
TM Cerno Investment Funds
TM Cresswell Fund
TM First Arrow Investment Funds
TM Gravis Funds ICVC
TM Gravis Real Assets ICVC
TM Hearthstone ICVC
TM Investment Exposures Fund
TM James Hambro Umbrella Fund
TM Lime Fund
TM Natixis Investment Funds U.K. ICVC
TM Oak Fund
TM Oberon Funds ICVC
TM OEIC
TM Optimal Funds
TM P1 Investment Funds
TM Redwheel Funds
TM Ruffer Portfolio
TM Sanford DeLand Funds
TM Stonehage Fleming Global Multi-Asset Umbrella Fund
TM Stonehage Fleming Investments Funds
TM Timeline NURS Funds
TM Total Return Fund
TM UBS (UK) Fund
TM Veritas Investment ICVC
Trowbridge Investment Funds
Vastata Fund

Authorised Unit Trusts

Fund
TM New Institutional World Fund
TM Preservation Fund
TM Private Portfolio Trust
TM Stonehage Fleming Global Equities Fund
TM Stonehage Fleming Global Equities Umbrella Fund

APPENDIX 4

Directory of Contact Details

The Manager	Thesis Unit Trust Management Limited Exchange Building, St John's Street, Chichester, West Sussex PO19 1UP
Administrator, Registrar & Fund Accountant	Northern Trust Global Services SE, UK branch 50 Bank Street, Canary Wharf, London E14 5NT
Dealing Office	Thesis Unit Trust Management Limited Sunderland SR43 4AZ Telephone number: 0333 300 0375
Auditors	Grant Thornton UK LLP 30 Finsbury Square, London EC2P 2YU
Custodian <i>Principal place of business:</i> <i>Who may also act under this power through its London branch:</i>	The Northern Trust Company 50 South LaSalle Street, Chicago, Illinois, USA 50 Bank Street, Canary Wharf, London E14 5NT
The Trustee	NatWest Trustee and Depository Services Limited House A, Floor 0, Gogarburn, 175 Glasgow Road, Edinburgh EH12 1HQ
Investment Managers	Sarasin & Partners LLP Juxon House, 100 St Pauls Churchyard, London EC4M 8BU www.sarasinandpartners.com Schroder & Co. Limited (trading as Cazenove Capital) 1 London Wall Place, London EC2Y 5AU www.schroders.com Thesis Asset Management Limited Exchange Building, St John's Street, Chichester, West Sussex PO19 1UP www.thesisam.com Brown Advisory Limited 18 Hanover Square, London W1S 1JY www.brownadvisory.com Ruffer LLP 80 Victoria Street, London SW1E 5JL www.ruffer.co.uk
Financial Conduct Authority (FCA)	12 Endeavour Square, London E20 1JN