



**IMPORTANT: IF YOU ARE IN ANY DOUBT AS TO THE CONTENTS OF THIS PROSPECTUS
YOU SHOULD CONSULT YOUR FINANCIAL ADVISER**

PROSPECTUS

OF

HAWTHORN PORTFOLIO TRUST

(an authorised Non-UCITS retail scheme unit trust)

This document is the Prospectus of the Hawthorn Portfolio Trust (the 'Fund') and is valid as at 3 January 2023. This document replaces any previous prospectuses issued by the Fund.

It has been prepared in accordance with the rules contained in the Collective Investment Schemes Sourcebook (COLL) and the Investment Funds Sourcebook (FUND), which forms part of the FCA Handbook, and complies with the requirements of COLL 4.2.5R and FUND 3.2.2R.

Prospectus of Hawthorn Portfolio Trust

Hawthorn Portfolio Trust is an authorised Non-UCITS retail scheme unit trust.

Copies of this Prospectus have been sent to the Financial Conduct Authority and the Trustee.

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

The Trustee is not a person responsible for the information contained in this Prospectus and, accordingly does not accept any responsibility for it under COLL, FUND or otherwise.

No person has been authorised to give any information or make any representations in connection with the offering of Units other than those contained in this Prospectus, and, if given or made, such information or representations must not be relied on as having been made on behalf of the Fund. The delivery of this Prospectus (whether or not accompanied by any reports) or the issue of Units shall not, under any circumstances, create any implication that the affairs of the Fund have not changed since the date hereof.

The distribution of this Prospectus and the offering of Units in certain jurisdictions may be restricted. Persons into whose possession this Prospectus comes are required to inform themselves about and to observe any such restrictions. This Prospectus does not constitute an offer or solicitation by anyone in any jurisdiction in which such an offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

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.

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.

Potential investors should not treat the contents of this Prospectus as advice relating to legal, taxation, investment or any matters and are recommended to consult their own professional advisers concerning the acquisition, holding or disposal of Units.

The provisions of the Fund's Trust Deed are binding on each of its Unitholders (who are taken to have notice of them).

This Prospectus has been approved for the purpose of section 21 of the Financial Services and Markets Act 2000 by Thesis Unit Trust Management Limited. This Prospectus is based on information, law and practice at the date hereof.

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.

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 UK), 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@thesisam.com.

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.

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DEFINITIONS

“A Units”	Units designated by the Manager as A Units as more particularly described in Section 1(C);
“Act”	Financial Services and Market Act 2000 as amended or replaced from time to time;
“Administrator”	Northern Trust Global Services SE, UK branch;
“AIF”	an alternative investment fund within the scope of the UK AIFM Rules;
“AIFM”	the alternative investment fund manager for the purpose of the UK AIFM Rules;
“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;
“AIFMD Level 2 regulation”	has the meaning as set out in the FCA Glossary;
“Approved Bank”	<p>In relation to a bank account opened on behalf of the Fund:</p> <p>(A) if the account is opened at a branch in the UK;</p> <p>(i) the Bank of England; or</p> <p>(ii) the central bank of a member state of the OECD; or</p> <p>(iii) a bank; or</p> <p>(iv) a building society; or</p> <p>(v) a bank which is supervised by the central bank or other banking regulator of a member state of the OECD; or</p> <p>(B) if the account is opened elsewhere:</p> <p>(i) a bank in (A); or</p> <p>(ii) a bank which is regulated in the Isle of Man or</p>

the Channel Islands; or

(C) a bank supervised by the South African Reserve Bank; or

(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;

“Business Day” Any day except a Saturday or Sunday or a public holiday in England or any day or part of a day on which the London Stock Exchange is not open for trading;

“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.

“Class or Classes” In relation to Units, means (according to context) all the Units of the Fund or a particular Class of Unit of the Fund;

“COLL” The Collective Investment Schemes Sourcebook published by the FCA as part of their Handbook made under the Act as it may be amended, or replaced, from time to time;

“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 guidance, guidelines and codes of practice issued by any relevant supervisory authority relating to such Data Protection Laws (in each case whether or not legally binding);

“Dealing Day” The 15th of each month, or if this does not fall on a Business Day, the Business Day prior to this date, (except for, unless the Manager otherwise decides, the last working day before Christmas; New Year’s Eve and bank holidays in England), the last Business Day of each month and other days at the Manager’s discretion;

“EEA State” a member state of the European Union and any other state which is within the European Economic Area;

“Eligible Institution”	one of the eligible institutions as defined in the FCA Glossary;
“EMIR”	has the meaning as set out in the FCA Glossary;
“EUWA”	as defined in the FCA Glossary;
“FATCA”	The Foreign Account Tax Compliance Act (US);
“FCA”	The Financial Conduct Authority or any successor regulatory body. The address for the FCA is set out in Appendix D;
“FCA Glossary”	the glossary to the FCA Handbook;
“FCA Handbook”	the FCA's handbook of rules and guidance, as amended from time to time;
“FCA Rules”	the part of the FCA handbook of rules and guidance which deals with regulated collective investment schemes;
“Financial Instrument”	as defined in the FCA Glossary;
“Fund”	the Hawthorn Portfolio Trust;
“FUND”	the Investment Funds Sourcebook published by the FCA as part of their Handbook made under the Act as it may be 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;
“Investment Managers”	Rothschild & Co Wealth Management UK Limited (formerly Rothschild Wealth Management (UK) Limited), Investec Wealth and Investment Limited and Brown Advisory Limited, the investment managers to the Fund;
“Non-UCITS retail scheme”	an authorised fund which is neither a UK UCITS nor a qualified investor scheme;
“OECD”	the Organisation for Economic Co-operation and Development;

“Manager”	Thesis Unit Trust Management Limited;
“Register”	the register of Unitholders of the Fund;
“Registrar”	Thesis Unit Trust Management Limited who has delegated this activity to Northern Trust Global Services SE, UK branch;
“Regulated Activities Order”	The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 SI 2001/544;
“Scheme Property”	the capital property and the income property of the Fund;
“SDRT”	Stamp Duty Reserve Tax;
“Trustee”	NatWest Trustee and Depositary Services Limited;
“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;
“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 Part 4A permission to carry on the regulated activity of managing an AIF;
“UK AIFM Rules”	means:(a) the Alternative Investment Fund Managers Regulations 2013 (SI 2013/1773); (b) the AIFMD Level 2 Regulation; and (c) all other UK law and regulation (including the FUND Sourcebook) which, when made, implemented AIFMD in the UK;

“UK GDPR”	Regulation 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) including as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the EUWA, and any statutory instruments that the UK government makes to amend deficiencies in retained European Union law by virtue of section 8 of the EUWA (as may be amended from time to time) following the UK’s withdrawal from the European Union;
“UK UCITS”	as defined in the FCA Glossary;
“Unit or Units”	a unit or units in the Fund;
“Unitholder”	holder(s) of registered Units in the Fund;
“US Person”	<p>a person as described in any of the following paragraphs:</p> <ol style="list-style-type: none"> 1. With respect to any person, any individual or entity that would be a US Person under Regulation S of the 1933 Act. The Regulation S definition is set out below. Even if you are not considered a US Person under Regulation S, you can still be considered a "US Person" within the meaning of this Prospectus under Paragraphs 2, 3 and 4, below; 2. With respect to any person, any individual or entity that would be excluded from the definition of "Non-United States person" in Commodity Futures Trading Commission ("CFTC") Rule 4.7. The definition of "Non-United States person" is set out below; 3. With respect to individuals, any US citizen or "resident alien" within the meaning of US income tax laws as in effect from time to time. Currently, the term "resident alien" is defined under US income tax laws; or 4. With respect to persons other than individuals, (i) a corporation or partnership created or organised in the United States or under the law of the United States or any state, (ii) a trust where (a) a US court is able to exercise primary supervision over the administration of the trust and (b) one or more US persons have the authority to control all substantial decisions of the trust and (iii) an estate which is subject to US tax on its worldwide income from all sources;

Regulation S definition of US Person

1. Pursuant to Regulation S of the 1933 Act, "US Person" means:
 - (i) any natural person resident in the United States;

- (ii) any partnership or corporation organised or incorporated under the laws of the United States;
 - (iii) any estate of which any executor or administrator is a US person;
 - (iv) any trust of which any trustee is a US person;
 - (v) any agency or branch of a foreign entity located in the United States;
 - (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US Person;
 - (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or (if an individual) resident in the United States; or
 - (viii) any partnership or corporation if:
 - (A) organised or incorporated under the laws of any non-US jurisdiction; and
 - (B) formed by a US Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the 1933 Act) who are not natural persons, estates or trusts;
2. Notwithstanding (1) above, any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-US Person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States shall not be deemed a "US Person";
 3. Notwithstanding (1) above, any estate of which any professional fiduciary acting as executor or administrator is a US Person shall not be deemed a "US Person" if:
 - (i) an executor or administrator of the estate who is not a US Person has sole or shared investment discretion with respect to the assets of the estate; and
 - (ii) the estate is governed by non-US law;
 4. Notwithstanding (1) above, any trust of which any professional fiduciary acting as trustee is a US Person shall not be deemed a "US Person" if a trustee who is not a US Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a US Person;

5. Notwithstanding (1) above, an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country shall not be deemed a "US Person";
6. Notwithstanding (1) above, any agency or branch of a US Person located outside the United States shall not be deemed a "US Person" if:
 - (i) the agency or branch operates for valid business reasons; and
 - (ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located;
7. The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organisations, their agencies, affiliates and pension plans shall not be deemed "US Persons".

The Manager may amend the definition of "US Person" without notice to unitholders as necessary in order best to reflect then-current applicable US law and regulation. Contact your investment adviser for a list of persons or entities that are deemed to be "US Persons";

"Non-United States persons" definition

CFTC Rule 4.7 currently provides that the following persons are considered "Non-United States persons":

1. a natural person who is not a resident of the United States or an enclave of the US government, its agencies or instrumentalities;
2. a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a non-US jurisdiction and which has its principal place of business in a non-US jurisdiction;
3. an estate or trust, the income of which is not subject to US income tax regardless of source;
4. an entity organised principally for passive investment such as a pool, investment company or other similar entity, provided, that units of participation in the entity held by persons who do not qualify as Non-United States persons or otherwise as qualified eligible persons (as defined in CFTC Rule 4.7(a)(2) or (3)) represent in the aggregate less than 10% of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by persons who do not qualify as Non-United States persons in a pool with respect to which the operator is exempt from certain requirements of Part 4 of the

CFTC's regulations by virtue of its participants being Non-United States persons; and

a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside the United States;

“1933 Act” the United States Securities Act of 1933 (as may be amended or re-enacted);

“1940 Act” the United States Investment Company Act of 1940 (as may be amended or re-enacted);

“Valuation Point” The point, whether on a periodic basis or for a particular valuation, at which the Manager carries out a valuation of the Fund for the purpose of determining the price at which Units of a Class may be issued, cancelled, sold or redeemed;

“VAT” value added tax.

Any words or expressions defined in the FCA Rules shall have the same meanings where used herein.

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 the “Definitions” or elsewhere in this Prospectus, words or expressions in this Prospectus shall bear the same meaning as words or expressions defined in the FCA Glossary.

References to statutes, statutory provisions or regulations (including any provision of the FCA Handbook) shall include those statutes, provisions, regulations, or FCA Rules 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.

SECTION 1 – GENERAL INFORMATION

This document constitutes the Prospectus for the Hawthorn Portfolio Trust and is valid as at the date on the front of this Prospectus. The Fund is an authorised unit trust and a Non-UCITS retail scheme authorised and regulated by the Financial Conduct Authority, which received its authorisation order from the Financial Services Authority (the FCA's predecessor) on 26 March 2013. The FCA product reference number for the Fund is 596444.

The Fund is a UK AIF for the purposes of FUND and the UK AIFM Rules.

Unitholders are not liable for the debts of the Fund.

Investor Profile

The Fund is aimed at retail investors with a medium risk appetite, a longer term investment outlook over 5 or more years and who wish to invest for a real return of capital.

The base currency of the Fund is pounds sterling.

The circumstances, and procedure, for winding up the Fund are set out in Section H below.

A. MANAGEMENT OF THE FUND

1. Manager

The Manager is Thesis Unit Trust Management Limited, a private company limited by shares incorporated in England and Wales on 6 February 1998 under the Companies Act 1985 with Company number 3508646. Thesis Unit Trust Management Limited is authorised and regulated by the FCA under No. 186882. The Manager is authorised to carry on certain permitted regulated activities in the UK in accordance with the Act and is also the AIFM (alternative investment fund manager) for the purpose of the UK AIFM Rules. The address for the FCA is set out in Appendix D.

The Manager also acts as authorised fund manager to other regulated collective investment schemes. Details of these schemes as at the date of this Prospectus are set out in Section 2 of this Prospectus.

Registered Office: Exchange Building, St. Johns Street, Chichester, PO19 1UP

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

Directors:	S R Mugford	Finance Director
	D W Tyerman	Chief Executive Officer
	S E Noone	Client Service Director
	D K Mytnik	Non-Executive Director
	V R Smith	Non-Executive Director
	G Stewart	Independent Non-Executive Director
	C J Willson	Independent Non-Executive Director

D W Tyerman and S R Mugford also hold directorships of other companies within the Thesis Group and perform senior management roles within these companies, particularly Thesis Asset Management Limited, which acts as an investment manager for some authorised funds operated by the Manager.

D K Mytnik, V R Smith and N C Palios also hold non-executive directorships of other companies within the Thesis Group. They and C Willson and G Stewart are not engaged in other business activities that are of significance to the Fund.

The Manager has delegated its investment management function to Rothschild & Co Wealth Management UK Limited, and its administrative functions to Northern Trust Global Services SE, UK branch (formerly Northern Trust Global Services PLC).

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 Rules 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 Rules and the FCA Rules.

The risks which are specifically covered by this approach include, without being limited to, risks of:

- (a) loss of documents evidencing title of assets of the Fund;
- (b) misrepresentations or misleading statements made to the Fund or its investors;
- (c) acts, errors or omissions resulting in a breach of:
 - (i) legal and regulatory obligations;
 - (ii) duty of skill and care towards the Fund and its investors;
 - (iii) fiduciary duties;
 - (iv) obligations of confidentiality;
 - (v) the terms of the Trust Deed;
 - (vi) terms of appointment of the Manager by the Fund;
- (d) failure to establish, implement and maintain appropriate procedures to prevent dishonest, fraudulent or malicious acts;
- (e) improperly carried out valuation of assets or calculation of Unit prices;

- (f) losses arising from business disruption, system failures, failure of transaction processing or process management.

2. **Trustee**

The Trustee of the Fund is NatWest Trustee and Depositary Services Limited, a private limited company incorporated in England and Wales on 8 February 2018 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 is at 250 Bishopsgate, London EC2M 4AA. The Trustee's office in Edinburgh concerned with matters relating to the Fund is set out in Appendix D.

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 trustee or depositary of a UK UCITS or a UK AIF.

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 scheme documents.

Terms of Appointment

The appointment of the Trustee has been made under the terms of the agreement between the Fund, the Manager and the Trustee (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 the COLL and FUND (as amended from time to time).

Under the Depositary Agreement the Trustee has the power to appoint sub-custodians and may include in such appointment powers of sub-delegation. The Trustee has delegated custody services to The Northern Trust Company (the 'Custodian'). Contact details for the Custodian are set out in Appendix D.

Under the Depositary Agreement the Trustee is liable to the Fund for any loss of Financial Instruments held in custody or for any liabilities incurred by the Fund as a result of the Trustee's negligent or intentional failure to fulfil its obligations.

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 Fund will indemnify the Trustee for any loss suffered in the performance or non-performance of its obligations except in the case of fraud or negligent breach of the Depositary Agreement or the UK AIFM Rules, the FCA Rules and other applicable laws and regulations pertaining to the operation of the Fund, Manager and/or Trustee.

The Depositary Agreement may be terminated on 6 months' notice by the Fund or the Trustee 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, unless otherwise agreed by the Manager on behalf of the Fund, the Trustee shall not be entitled to, and no sub-custodian shall be authorised by the Trustee to 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 given in Section G(3).

Conflicts of Interest

The Trustee may act as the depositary of other 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 or a particular sub-fund 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 Handbook 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 its associated suppliers and the custodian, the Trustee does not anticipate any conflicts of interest with 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 Fund assets. Should any such conflict arise, the Trustee shall notify the Manager and take necessary steps to address the conflict.

Delegation of Safekeeping Functions

The Trustee is permitted to delegate (and to authorise its delegate to sub delegate) the safekeeping of the Scheme Property.

The Trustee has delegated custody of the Scheme Property to the Custodian, who has, in turn, delegated the custody of assets in certain markets in which the Fund may invest to various sub-delegates ("sub-custodians").

3. Investment Managers

Rothschild & Co Wealth Management UK Limited, Investec Wealth and Investment Limited and Brown Advisory Limited have been appointed as an Investment Manager to the Fund. The Investment Managers are regulated and authorised by the FCA.

The principal activity of the Investment Managers is investment management. Each of the Investment Managers is required to comply with its own execution policy. A copy of each Investment Manager's execution policy is available on request from the Manager, or may be available from their website, listed in Appendix D.

The Investment Managers have been appointed under an investment management agreement (the "Investment Management Agreement"). Under the terms of the Investment Management Agreement, the Investment Managers' main duties are to manage the investments of the Fund in accordance with the investment objective of the Fund, the terms of the Trust Deed, the Prospectus, and the FCA Rules. The Investment Management Agreements between the Manager and Investment Managers may be terminated without penalty by the Manager with immediate effect if it is in the best interests of the Unitholders or otherwise by either party giving notice to the other party. The Investment Managers may only sub-delegate their functions with the prior consent of the Manager.

Details of the fees payable to the Investment Managers are given in Section G(2).

The Investment Management Agreement contains provisions to the following effect:

- (a) the Manager will indemnify the Investment Manager against certain losses incurred by the 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; and

- (b) 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;
 - (c) the Investment Manager shall not be liable for any non-performance of its obligations due to causes beyond its control; and
 - (d) the agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
4. The main legal implications of the contractual relationship entered into for the purpose of investment in the Fund are as follows:
- (a) By investing in the Fund through the means of 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.
 - (b) The provisions of the scheme 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.
 - (c) 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.
 - (d) The scheme 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 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.
 - (e) The scheme documents may be amended by agreement between the Manager and the Trustee.
 - (f) Absent 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.

- (g) The Investment Manager 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 Manager may therefore trade and compete with fund managers and funds on an arm's length basis. In addition, the Investment Manager may make investments in other funds managed or advised by it.
- (h) The Investment Manager has discretion to enter into foreign exchange hedging transactions and borrowings on behalf of the Fund. The Investment Manager 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.

5. **Registrar, Administrator and Fund Accountant**

The Manager is responsible for maintaining the Register, and has delegated its registrar function as well as the function of administrator and Fund Accountant to Northern Trust Global Services SE. The address for Northern Trust Global Services SE, UK branch is set out in Appendix D.

The Register is kept at 50 Bank Street, Canary Wharf, London E14 5NT and may be inspected at this address on any Business Day between the hours of 9.30 a.m. to 5.15 p.m.

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 shareholders 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.

6. Auditors

The Auditors of the Fund are KPMG LLP, 15 Canada Square, Canary Wharf, London E14 5GL.

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

- (a) 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 Trust Deed;
- (b) 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;
- (c) 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;
- (d) whether the Auditor has been given all the information and explanations which, to the best of his knowledge and belief, are necessary for the purposes of this audit; and
- (e) 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.

7. Conflicts

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

- (a) the delegate and an investor in a 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);
- (b) the delegate makes a financial gain, or avoids a financial loss, at the expense of the Fund or the investors in the Fund;

- (c) the delegate has an interest in the outcome of a service or an activity provided to the Manager or the Fund;
- (d) 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;
- (e) 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.

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.

B. INVESTMENT OBJECTIVE, POLICY AND RESTRICTIONS

1. Investment Objective

- 1.1 The Fund aims to achieve capital growth and grow the real (i.e. after inflation) value of the Units of the Fund, net of fees, by the UK Consumer Price Index (CPI) plus 3% per annum, on average, over a five year rolling period.
- 1.2 There is no guarantee that a return will be achieved over this 5 year period, or any other period. Capital is at risk.

2 Investment Policy

- 2.1 The Investment Managers adopt a flexible investment strategy and may invest in some or all sectors, in some or all world markets, in order to best take advantage of economic opportunities worldwide.
- 2.2 The Fund will typically comprise of between 60%-100% in equities, up to 40% in fixed income assets (which may include bonds, government and public securities) alternative asset classes (e.g. gold, commodities and property) and cash. The composition of the Scheme Property as between equities and fixed income asset and other alternative assets, will vary over time within the above parameters, in response to the Investment Managers' view of the economic and market environment. In addition, the exposure to equities may fall below 60% during difficult markets.
- 2.3 The Fund may also invest in other transferable securities including money market instruments and warrants.
- 2.4 Investments may be held either directly or indirectly through the use of regulated and unregulated collective investment vehicles (including those managed by the Manager or its associates or the Investment Managers or their associates). Alternative assets (e.g. gold, commodities and property)

may be held, but only via permitted instruments such as collective investment vehicles, including investment trusts.

2.5 Derivatives may be used for the purpose of Efficient Portfolio Management (including hedging) and for investment purposes. The Fund's use of derivatives is expected to be limited.

2.6 The investment policy of the Fund may mean that at times, where it is considered appropriate, the Scheme Property will not be fully invested and that prudent levels of liquidity will be maintained in order to reduce risk and preserve capital. The Fund will hold cash and cash equivalents to maintain liquidity.

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

2.8 The Fund appoints multiple Investment Managers with different investment styles to achieve its objective. Allocations to Investment Managers are subject to change in order to meet the Fund's objective and further details regarding the allocations are available upon request from the Manager.

3 Target Benchmark

3.1 The performance of the Fund will be measured against the UK Consumer Price Index (CPI) plus 3% per annum for target return purposes only. This index was chosen as a target for the Fund's return because the Fund aims to grow investments above the rate of UK inflation.

C. THE CHARACTERISTICS OF UNITS IN THE FUND

1 Classes of Units

Several Classes of Unit may be issued in respect of the Fund. The Manager may make available within each Class income Units and accumulation Units.

The Unit Classes currently available is set out in Section C 2 below.

An income Unit is one in respect of which income is distributed periodically to Unitholders. An accumulation Unit is one in respect of which income is credited periodically to capital within the Fund.

Holders of income Units are entitled to be paid the income attributable to such Units of the appropriate Class on the interim and annual income allocation dates.

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.

Each Class may attract different charges and expenses and so monies may be deducted from Classes in unequal proportions. In these circumstances the proportionate interests of the Classes within the Fund will be adjusted accordingly in accordance with the terms of issue of Units of those Classes. Also, each Class may have its own investment minima or other features, such as (in the

case of the second or further Class of Units in the Fund) restricted access, at the discretion of the Manager. Details are set out in Appendix A.

Units in the Fund are not listed or dealt on any investment exchange.

2. **The characteristics of Units**

The Unit Classes currently available for purchase are set out in the table below:

Class A Income Units

The nature of the right represented by Units is that of a beneficial interest under a trust.

3. **Meetings of Unitholders and Voting Rights**

A meeting of Unitholders duly convened may by resolution require, authorise or approve any act, matter or document in respect of which any such resolution is required or expressly contemplated by the FCA Rules, but shall not have any other powers.

Unitholders will receive at least 14 days' written notice of any meeting of Unitholders, inclusive of the day on which the notice is first served and the day of the meeting, and are entitled to be counted in the quorum and vote at any such meeting either in person or by proxy or in the case of a body corporate by a duly authorised representative.

At any meeting of Unitholders, on a show of hands every holder who (being an individual) is present in person or (being a corporation) is present by its representative properly authorised in that regard, shall have one vote. On a poll, every holder who is present in person or by proxy shall have one vote for every complete undivided Unit in the property of the Fund and a further part of one vote proportionate to any fraction of such an undivided Unit of which he is the holder. A holder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

To be passed as an extraordinary resolution, a resolution must be carried by a majority of not less than 75% of the votes cast at a meeting. Except where an extraordinary resolution is specifically required or permitted, any resolution of Unitholders will be passed by a simple majority of the votes validly cast.

The Manager is only entitled to be counted in a quorum and vote at a meeting (and any adjournment thereof) in respect of Units which they hold on or on behalf of or jointly with a person who, if himself the registered Unitholder would be entitled to vote and from whom they have received voting instructions. Associates of the Manager are entitled to be counted in the quorum but are only entitled to vote in respect of Units held by them on behalf of or jointly with a person who if himself the registered Unitholder would be entitled to vote and from whom they have received voting instructions.

Where the Manager and its Associates hold all the Units and therefore every Unitholder is prohibited by the above provision from voting, it shall not be necessary to convene such a meeting and a resolution may, with the prior written agreement of the Trustee to the process, instead be passed with the written consent of Unitholders representing 50% or more, or for an extraordinary resolution 75% or more, of the Units of the Fund in issue.

In the context of despatch of notice and voting, “Unitholders” and “holders” means the persons who were entered on the Register seven days before the notice of meeting was sent out but excluding persons who are known to the Manager not to be Unitholders at the time of the meeting. Where any Unit is a participating security a Unitholder means a person entered on the register at the close of business on a day to be determined by the Manager which must not be more than 21 days before the notices of the meeting are sent out.

The above provisions, unless the context requires otherwise, apply to Class meetings as they apply to general meetings of the Fund, but by reference to the Units of the Class concerned and the holders and prices of such Units.

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

- (a) changes the purpose or nature of the Fund;
- (b) may materially prejudice a Unitholder;
- (c) alters the risk profile of the Fund; or
- (d) introduces a new type of payment out of the Scheme Property.

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:

- (a) affects a Unitholder’s ability to exercise his rights in relation to his investment;
- (b) would reasonably be expected to cause the Unitholder to reconsider his participation in the Fund;
- (c) results in any increased payments out of the Scheme Property to the Manager or an associate of the Manager; or
- (d) 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.

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.

Any notice or document to be served upon a Unitholder will be duly served if it is:

- (a) delivered to the Unitholder's address as appearing in the Register; or
- (b) delivered by using an electronic medium in accordance with the following provisions of this paragraph.

Any notice or document served by post is deemed to have been served on the second business day following the day on which it is posted. Any document left at a registered address or delivered other than by post is deemed to have been served on that day. 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 which:

- (a) is consistent with the Manager's knowledge of how the recipient of the document wishes or expects to receive the document;
- (b) is capable of being provided in hard copy by the Manager;
- (c) enables the recipient to know or record the time of receipt; and
- (d) is reasonable in the context.

D. RISK FACTORS

Investment in the Fund is suitable for investment only by those persons and institutions who understand the degree of risk involved and believe that the investment is suitable based upon investment objectives and financial needs. The following are important warnings and potential investors should consider the following risk factors before investing in the Fund.

1. General

There are inherent risks in investment markets. Security prices are subject to market fluctuations and can be unpredictably affected by many and various factors including political and economic events and rumours. There can be no assurance that any appreciation in value of investments will occur. The value of investments and the income derived from them may go down as well as up and investors may receive less than the original amount invested.

There is no guarantee that the investment objective of the Fund will be achieved. It is important to note that past performance is not necessarily a guide to future returns or growth.

Investors will need to decide whether or not an investment vehicle of this nature is appropriate for their requirements.

2. Investment in Emerging Markets

Investors should be aware that some of the markets in which the Fund may invest are emerging markets which are undergoing a period of growth and change. Custodian practices are not as developed within emerging markets, which may lead to difficulties in the settlement and recording of transactions. The stock markets involved are smaller and more volatile than the securities markets in more developed countries and a large proportion of the market capitalisation and trading value on such stock exchanges may be represented by a small number of issuers. In the past, some of the exchanges have experienced substantial price volatility and closure. There can be no assurance that such circumstances will not recur.

In emerging markets there may be a risk of political or economic change which could adversely affect the value of the Fund's investments.

Accounting, auditing and financial reporting standards in some of the countries in which the Fund may invest may be lower than those applicable in other more developed countries and investment decisions may be required to be made on less complete information than is customarily available.

3. Currency Exchange Rates

Investments may be made in assets denominated in various currencies and exchange rate movements may affect the value of an investment favourably or unfavourably, separately from the gains or losses otherwise made by such investments.

4. SDRT

Investors should note that in certain circumstances a provision for SDRT may be applied on the purchase, sale or transfer of Units.

5. Dilution levy

Investors should note that in certain circumstances a dilution levy may be applied on their purchase or redemption of Units (see "Dilution" under the heading "Buying and Selling Units" below).

6. Effect of Preliminary charge

Where a preliminary charge is imposed, an investor who realises his Units after a short period may not (even in the absence of a fall in the value of the relevant investments) realise the amount originally invested.

The Units therefore should be viewed as medium to long term investments.

7. Investment in Collective Investment Schemes

By operating within its objective and approach, the Fund will assume any specific risks associated with any investment in another collective investment scheme (including any unregulated collective investment scheme). In addition there are certain risks of more general application associated with such investments. For example, it is possible that it may be difficult to value an investment in a particular collective investment scheme made on behalf of the Fund, where the net asset value thereof is not easily ascertainable due to suspension. Moreover, a particular fund may have liquidity problems and thus the Fund may not be able to liquidate its holdings in a particular fund from time to time. The lack of liquidity of such collective investment schemes may also give rise to problems in providing an accurate or up-to-date valuation of the Units of the Fund. Furthermore there may be additional costs to an investor with this strategy arising out of the double charging incurred on the realisation of an investment due to the charges levied by both the Fund and the underlying funds in which it invests.

8. Investment in Unregulated Collective Investment Schemes

- 8.1 The Fund may, subject to the FCA Rules, invest in unregulated collective investment schemes. Such schemes are subject to less onerous regulatory supervision than regulated schemes, and therefore may be considered higher risk.
- 8.2 These unregulated schemes may include hedge funds which may be illiquid, i.e. difficult to sell, and may also borrow to meet their objectives. This borrowing is likely to lead to volatility in the value of the scheme, meaning that a relatively small movement either down or up in the value of the scheme's total assets will result in a magnified movement in the same direction of scheme's net asset value.

9. Derivatives: general

The Investment Manager may employ derivatives for the purposes of meeting the investment objectives of the Fund. The use of derivatives in this manner may increase the risk profile of the Fund and may increase volatility in the Share price of the Fund.

The value of these investments may fluctuate significantly. By holding these types of investments there is a risk of capital depreciation in relation to certain Fund assets. There is also the potential for capital appreciation of such assets.

To the extent that 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.

- 9.1 A transaction in derivatives or a forward transaction must not be effected for the Fund unless the transaction is of a kind specified in paragraph 10 (Permitted transactions (derivatives and forwards)) below, and the transaction is covered.
- 9.2 Where the Fund invests in derivatives, the exposure to the underlying assets must not exceed the limits set out in the FCA Rules relating to “Spread: general” and “Spread: government and public securities” except for index based derivatives where the rules below apply.
- 9.3 Where a transferable security or approved money-market instrument embeds a derivative, this must be taken into account for the purposes of complying with this section.
- 9.4 A transferable security or an approved money-market instrument will embed a derivative if it contains a component which fulfils the following criteria:
 - 9.4.1 by virtue of that component some or all of the cash flows that otherwise would be required by the transferable security or approved money-market instrument which functions as host contract can be modified according to a specified interest rate, Financial Instrument price, foreign exchange rate, index of prices or rates, credit rating or credit index or other variable, and therefore vary in a way similar to a stand-alone derivative;
 - 9.4.2 its economic characteristics and risks are not closely related to the economic characteristics and risks of the host contract; and
 - 9.4.3 it has a significant impact on the risk profile and pricing of the transferable security or approved money-market instrument.
- 9.5 A transferable security or an approved money-market instrument does not embed a derivative where it contains a component which is contractually transferable independently of the transferable security or the approved money-market instrument. That component shall be deemed to be a separate instrument.
- 9.6 Where the Fund invests in an index based derivative, provided the relevant index falls within COLL 5.6.23R (Schemes replicating an index), the underlying constituents of the index do not have to be taken into account for the purposes of COLL 5.6.7 and COLL 5.6.8, as set out in sections 6 (Spread: General) and 7 (Spread: Government and public securities).
- 10. **Permitted transactions (derivatives and forwards)**
- 10.1 A transaction in a derivative must be in an approved derivative; or be one which complies with the FCA Rules relating to “OTC transactions in derivatives”.

- 10.2 A transaction in a derivative must have the underlying consisting of any one or more of the following to which the Fund is dedicated:
- 10.2.1 transferable securities;
 - 10.2.2 approved money-market instruments permitted under the FCA Rules;
 - 10.2.3 deposits permitted derivatives under this paragraph;
 - 10.2.4 collective investment scheme Units permitted under paragraph 10 (Investment in collective investment schemes);
 - 10.2.5 schemes replicating an index which satisfy the criteria set out in paragraph 9.6;
 - 10.2.6 interest rates;
 - 10.2.7 foreign exchange rates; and
 - 10.2.8 currencies.
- 10.3 A transaction in an approved derivative must be effected on or under the rules of an eligible derivatives market.
- 10.4 A transaction in a derivative must not cause the Fund to diverge from its investment objectives as stated in the Instrument of Incorporation and the most recently published version of this Prospectus.
- 10.5 A transaction in a derivative must not be entered into if the intended effect is to create the potential for an uncovered sale of one or more, transferable securities, approved money-market instruments, Units in collective investment schemes, or derivatives.
- 10.6 Any forward transaction must be with an Eligible Institution or an Approved Bank.
- 10.7 A derivative includes an investment which fulfils the following criteria:
- 10.7.1 it allows transfer of the credit risk of the underlying independently from the other risks associated with that underlying;
 - 10.7.2 it does not result in the delivery or the transfer of assets other than those referred to in the FCA Rules on "Investment Powers: general", including cash;
 - 10.7.3 in the case of an OTC derivative, it complies with the requirements in the FCA Rules on "OTC transactions in derivatives" and
 - 10.7.4 its risks are adequately captured by the risk management process of the Manager and by its internal control mechanisms in the case of risk asymmetry of information between the

Manager and the counterparty to the derivative resulting from the potential access of the counterparty to non-public information on persons whose assets are used as the underlying by that derivative.

11. Fixed Interest Securities

Fixed interest securities are particularly affected by trends in interest rates and inflation. If interest rates increase, capital values may fall and vice versa. Inflation will erode the real value of capital. In addition, Companies may not be able to honour repayment on bonds they issue.

12. Early Redemption

Where a preliminary charge and/or redemption charge is imposed, an investor who realises his Units after a short period may not (even in the absence of a fall in the value of the relevant investments) realise the amount originally invested.

13. Counterparty Risk

There is a risk that an issuer or counterparty will default by failing to make payment due, or failing to make payments in a timely manner, which would adversely affect the business of the Fund or the value of the Units.

14. Other Risks

Adverse changes in market and economic conditions, tax or other laws or regulations or accounting standards may have an adverse effect on the Fund's investments and on the value and consequences of holding the Units. However, it cannot be predicted whether such changes will occur or to what extent these changes may adversely affect the business of the Fund or the value of the Units.

15. Suspension of Dealings

In certain circumstances the right to redeem Units may be suspended (see paragraph 7 in Section F "Suspension").

16. Smaller Companies

Smaller companies can be subject to certain specific risks not normally associated with larger, more mature companies. These risks mainly relate to lack of product depth, limited geographical diversification and greater sensitivity to economic conditions. Furthermore, the marketability of shares in smaller companies is often restricted.

17. Custody Risk

The Trustee may delegate the function of safekeeping of Financial Instruments to the Custodian, who may in turn appoint a custody agent. The Trustee or Custodian 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.

18. 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 investors.

E. PRICING OF UNITS

The Manager deals on a forward price basis, that is to say at the price for each Class of Unit in the Fund as at the next Valuation Point following the Manager's agreement to issue or redeem Units.

Units will be "single priced", with the same price for buying or selling on any particular day. A preliminary charge payable to the Manager may increase the amount the investor pays when buying Units, and redemption charges (likewise payable to the Manager) may reduce the amount an investor receives on selling his Units.

1. Valuation of Property

Valuations of the Fund will take place at the Valuation Point on each Dealing Day, which shall be 12.00 noon.

The property of a Fund is valued in accordance with the FCA Rules and the provisions of the Trust Deed, and as set out in Section 4 hereto. Where mid-market valuations are not available, assets will be valued on a fair value basis.

The Manager may carry out additional valuations of the Fund if it considers it desirable. The Manager shall inform the Trustee of any decision to carry out such additional valuations. Valuations may also be carried out for effecting a scheme of arrangement or reconstruction, which do not create a Valuation Point for the purposes of dealings.

The Manager will, forthwith upon completing each valuation, notify the Trustee of the price of a Unit of each Class.

2. **Publication of Prices**

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 prices may not necessarily be the current prices.

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

3. **Income Equalisation**

When a Unit is issued to an incoming Unitholder, part of the purchase price will reflect the relevant share of accrued income of the Fund. The first allocation of income in respect of a Unit issued during an accounting period includes a capital sum by way of income equalisation. The amount of income equalisation is calculated by dividing the aggregate of the amounts of income included in the creation price of income Units issued or reissued in an accounting period by the number of those Units and applying the resulting average to each of the Units in question.

4. **Grouping for equalisation**

Due to the complexity of assessing equalisation, the Trust Deed for the Fund allows all the payments in respect of Units in the same Class for each allocation period to be grouped together and for the refund to each holder of an equal amount in respect of each of these Units.

5. **Accounting Reference Dates and Distributions**

The annual accounting period of the Fund ends on 28 February in each year.

There is an interim accounting period which ends on 31 August and half-yearly consolidated accounts will be made up to such date each year.

Distributions of income for the Fund are made on or before the annual distribution date of 30 April and on or before the interim allocation date of 31 October each year. All distributions will be paid to Unitholders electronically to their bank.

Income is allocated to holders of the income Units at the end of each accounting period, including an interim accounting period, and is automatically paid to Unitholders unless a Unitholder elects in his application form or otherwise requests in writing, giving 30 days' notice prior to a distribution date, to receive all the income allocated to his Units by way of reinvestment to acquire further Units in the Fund. Note that where an election for re-investment of income is made the resulting new Units will be of the then current open Class in the Fund.

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 on the relevant interim and annual accounting date.

The amount available for the Fund in any accounting period is calculated by taking the aggregate of the income received or receivable by the Fund in respect of that period, deducting the aggregate of the Manager's and Trustee's remuneration and other payments properly paid or payable from the Fund out of the income account in respect of that accounting period, and adding the Manager's best estimate of any relief from tax on that remuneration and those other payments. The Manager then makes such other adjustments as it considers appropriate (and after consulting the auditors as appropriate) in relation to taxation, the proportion of the prices received or paid for Units that is related to income (taking into account any provision in the Trust Deed relating to income equalisation), potential income which is unlikely to be received until 12 months after the income allocation date, income which should not be accounted for on an accrual basis because of lack of information as to how it accrues, transfers between the income and capital account, and other matters.

If a distribution remains unclaimed for a period of 6 years after it has become due it will be forfeited and will revert to the Fund.

F. BUYING AND SELLING UNITS

The dealing office of the Manager is open from 9.00 a.m. until 5.00 p.m. each Business Day.

1. Buying

All investors will be classified as retail clients within the meaning of the FCA's rules regarding client categorisation.

Application Forms may be obtained on request from the Administrator. The contact details of the Administrator are set out in Appendix D.

Applications for Units may be made to the Manager between 9.00 a.m. and 5.00 p.m. on any Business Day, by sending a completed application form or clear written instructions to Thesis Unit Trust Management Limited at the dealing office of the Administrator, details of which are set out in Appendix D, or by obtaining an application form by telephoning the Manager's Customer Enquiry Line on 0333 300 0375.

A purchase or sale of Units is a legally binding contract. Purchase orders received and accepted by the Manager before 12.00 noon on a Dealing Day will be dealt with at the price calculated on that day. Orders received and accepted after that time will be dealt with at the price calculated on the next Dealing Day.

The minimum number, or value of Units, and subsequent holding of Units is set out in Appendix A.

Applications will not be acknowledged, but a contract note will be sent out within 1 Business Day after the day on which an application to purchase Units has been executed. No certificate will be issued.

The Manager has a right to reject an application for Units on reasonable grounds, including without limitation:

- (A) an application by a Non-Qualified Person (see 3 below); or
- (B) an application where the number or value of the Units sought to be issued is less than any number or value stated herein as the minimum number or value for the Fund to be purchased or held,

in which event, the Manager will return any money sent for the purchase of Units which are the subject of the application, at the risk of the applicant without interest.

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

Issue of Units in exchange for in specie assets

The Manager may arrange for Units to be issued in exchange for assets but will only do so where the Trustee has taken reasonable care to determine that its acquisition on behalf of the Fund 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 not issue Units in the Fund in exchange for assets the holding of which would be inconsistent with the investment objective or policy of the Fund.

If subscription monies or assets are not received by the Manager within 4 Business Days from the Dealing Day, the Units may be cancelled.

The Manager will send you details of your right to cancel the transaction within a specified time limit. You have a right to cancel your investment within 14 days from receipt of that notice of your right to cancel: however if the value of your investment has fallen when you exercise this right you will only receive back this lower value.

2. Selling

At any time during a Dealing Day when the Manager is willing to issue Units it must also be prepared to redeem Units. Redemption requests to the Manager may be made on any Business Day between 9.00 a.m. and 5.00 p.m. by telephone on the numbers stated above or by sending clear written instructions.

Redemption requests received and accepted by the Manager before 12.00 noon on a Dealing Day will be dealt with at a price calculated on that day. All requests received and accepted after that time will be dealt with at the price calculated on the next Dealing Day. Redemption requests will not be acknowledged, but the amount due to the Unitholder on redemption will be shown on a contract note which will be sent out within 1 Business Day after the Units are sold.

If the request is made by telephone, or if not all of the holders have signed the original redemption instruction, the Manager will send a withdrawal confirmation form for completion, signature by all of the holders, and return.

Although legislation now permits the fund managers to accept renunciation of title to Units by the means of electronic communication, the Manager will not, at present, offer this facility. Should this situation change, Unitholders will be informed in writing.

Unless otherwise indicated, a redemption request will be taken to apply to the entire holding.

In specie redemptions

If a Unitholder requests the redemption or cancellation of Units representing a value of more than 3% of the value of the Fund, the Manager may arrange that in lieu of payment of the price for the Units in cash, the Manager shall cancel the Units and transfer property of the Fund. The Manager must give written notice to the Unitholder concerned of its decision to exercise these powers before the cash payment would otherwise be due. The property of the Fund to be transferred (or sold) will be selected in consultation with the Trustee and with a view to achieving no more advantage or disadvantage to the Unitholder requesting redemption or cancellation of his Units than to the continuing Unitholders.

No partial redemption may be made which would reduce the value of Units below the investment minima held for each Fund as specified in Appendix A or such lesser amount as the Manager shall decide in its absolute discretion.

Settlement in satisfaction of a redemption request will be issued within 4 Business Days of receipt by the Manager of the duly completed documentation. The Manager is not required to issue settlement in respect of the redemption of Units where it has not yet received the money due on the earlier issue of those Units.

3. Non-Qualified Persons

If it comes to the notice of the Manager that any Units are or may be owned or held legally or beneficially by a Non-Qualified Person ("Affected Units") the Manager may give notice to the registered holder of the Affected Units requiring the transfer of such Affected Units to a person who is not a Non-Qualified Person or give a request in writing for the redemption or cancellation of such Affected Units in accordance with the FCA Rules and this Prospectus. If any person upon whom

such a notice is served does not within thirty days after the date of such notice transfer the Affected Units to a person who is not a Non-Qualified Person, or establish to the satisfaction of the Manager (whose judgement shall be final and binding) that he and any person on whose behalf he holds the Affected Units are not Non-Qualified Persons, he shall be deemed upon the expiration of that thirty day period to have given a request in writing for the redemption or cancellation (at the discretion of the Manager) of the Affected Units pursuant to the FCA Rules and this Prospectus.

A person who becomes aware that he has acquired or holds Affected Units shall forthwith, unless he has already received a notice referred to above either transfer or procure the transfer of all the Affected Units to a person who is not a Non-Qualified Person or give a request in writing or procure that a request is so given for the redemption or cancellation of all the Affected Units pursuant to the FCA Rules or this Prospectus.

A Non-Qualified Person means any person to whom a transfer of Units (legally or beneficially) or by whom a holding of Units (legally or beneficially) would or, in the opinion of the Manager, might:

- (A) be an infringement of any law, governmental regulation or rule (or any interpretation of a law, governmental regulation or rule by a competent authority) of any country or territory by virtue of which the person in question is not qualified to hold such Units; or
- (B) require the Fund to be registered under any law or regulation whether as an investment fund or otherwise or cause the Fund to be required to apply for registration or comply with any registration requirements in respect of any of its Units in any jurisdiction; or
- (C) cause the Fund or its Unitholders some legal, regulatory, taxation, pecuniary or material administrative disadvantage which the Fund or its Unitholders might not otherwise have incurred or suffered.

4. Conversion of Units

The Trust Deed allows a Unitholder to give notice to the Manager in such form as the Manager may from time to time determine ("an Exchange Notice") of his desire to exchange all or some of his Units of one Class (the "Original Units") for Units of another Class (the "New Units") in accordance with provisions of this Prospectus. Such exchange is generally permissible provided that following conversion, the Unitholder seeking to convert satisfies the applicable minimum investment requirement of the Fund. Upon receipt by the Manager of an Exchange Notice, the Manager shall cancel or redeem the Original Units and issue or sell to the Unitholder such number of New Units as is arrived at according to the following formula.

Exchange of the Original Units as specified in an Exchange Notice shall take place at the first Valuation Point after the Exchange Notice is received or deemed to have been received by the Manager or, at such other Valuation Point as the Manager at the request of the Unitholder giving the relevant Exchange Notice may agree.

Units cannot be converted during a period where the calculation of the net asset value of the Fund is suspended and the right of a Unitholder to convert during a period of suspension is similarly suspended.

5. Transfer of Units

Unitholders are entitled to transfer their Units to another person or body. All transfers must be in writing in the form of an instrument of transfer approved by the Manager for this purpose. Completed instruments of transfer must be returned to the Manager in order for the transfer to be registered by the Manager. The Manager may refuse to register a transfer in the same circumstances as it may reject an application for Units or, unless an amount equivalent to the applicable stamp duty or SDRT has been paid.

6. Dilution

Prices may be adjusted to compensate the Fund for dilution. The Fund may suffer a reduction in value as a result of the costs incurred in dealing in its underlying investments and of any spread between the buying and selling prices of such investments ("dilution"). With a view to countering this, the Manager may require the payment of a dilution levy ("dilution levy") to the Fund as an addition to the price of Units on their issue or sale by the Manager or as a deduction on their cancellation or redemption by the Manager.

The Manager reserves the right to charge a dilution levy of up to 2% of the value of the transaction on "large deals" i.e. if the value of any sale, redemption, issue or cancellation from a single Unitholder or a single intermediary (or a series of sales, redemptions, issues or cancellations from a single Unitholder or a single intermediary in respect of the same Valuation Point) in any Fund exceeds £500,000. As a guideline an indicative rate may be in the region of 0.25%, however this is only an estimate, as the actual calculation will be based on the composition of the underlying assets of the fund at the time the dilution is applied.

On the occasions when the dilution levy is not applied there may be an adverse impact on the total assets, and consequently the future growth, of the Fund. As dilution is directly related to the inflows and outflows of monies from the Fund it is not possible to accurately predict whether dilution will occur at any future point in time. Consequently it is also not possible to accurately predict how frequently the Manager will need to make such a dilution levy. However, when applied, the amount to be charged will be calculated based on historic data.

7. Suspension

The Manager may, with the prior agreement of the Trustee or shall, if the Trustee so requires, temporarily suspend the issue, cancellation, purchase and redemption of Units for as long a period as is necessary if it, or the Trustee in the case of any requirement by it, is of the opinion where due to exceptional circumstances it is in the interests of all the Unitholders in the authorised fund.

The Manager and the Trustee must formally review the suspension at least every 28 days and inform the FCA of the result of this review with a view to ending the suspension as soon as practicable after the exceptional circumstances have ceased.

The Manager must ensure that a notification of the suspension is made to Unitholders of the authorised fund as soon as practicable after suspension commences.

The circumstances under which suspension of dealing may occur include, for example, those where the Manager cannot reasonably ascertain the value of the assets or realise assets of a Fund, or the closure or suspension of dealing on a relevant exchange.

This suspension may be restricted to any single Class within the Fund.

During a suspension, the Manager will inform any Unitholder who requests a sale or redemption of Units that all dealings in Units have been suspended and that that Unitholder has the option to withdraw the request during the period of suspension or have the request executed at the first opportunity after the suspension ends. The withdrawal of a redemption notice must be provided to the Manager in writing. Any notice not withdrawn will be dealt with on the Dealing Day next following the end of the suspension.

Re-calculation of prices will commence at the Valuation Point for the relevant class or Fund on the Dealing Day immediately following the end of the suspension.

8. **Mandatory Conversion**

Where the Manager consider it 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 same 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.

9. **Money Laundering**

As a result of legislation in force in the UK to prevent money laundering, the Manager is responsible for compliance with anti-money laundering regulations. In order to implement these procedures, Unitholders will be asked to provide some proof of identity when buying or selling Units. The Manager may use an external agency to verify an investor's identity to comply with the UK anti-money laundering requirements. The Manager's verification procedures may include an electronic search of information held about you on the electoral roll and the use of credit reference agencies. If you complete an application form you are giving the Manager permission to ask for this information in line with the Data Protection Act 2018. 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.

Until satisfactory proof of identity is provided, the Manager reserves the right to refuse to issue or transfer Units, pay the proceeds of a redemption of Units, or pay income from Units to the investor.

10. **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:

- (A) 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
- (B) 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 (A) or (B) 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 moneys 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.

G. CHARGES AND EXPENSES OF THE FUND

1. Management Charges

- (i) Preliminary Charge

The Manager’s preliminary charge, which is included in the buying price of the Units, is set out in Appendix A.

The Manager may waive or discount the preliminary charge at its discretion.

- (ii) Manager’s Periodic Fee

The Manager is also entitled under the Trust Deed to receive out of the Scheme Property of the Fund, with effect from the Dealing Day on which Units of any Class are first allotted, a fee calculated and

accrued daily, based on the value of the property of the Fund on the immediately preceding Valuation Point, at the annual percentage rate set out in Appendix A ("Manager's Periodic Fee"). The Manager's Periodic Fee is payable in Pounds Sterling in arrears on the first Business Day of each month (or if the date of termination of the Trust Deed is not on such a day, on that date).

The level of these charges may vary for different Classes and is expressed as a percentage of the net asset value of the proportion of the property attributable to each Class.

(iii) **Redemption Charge**

The Manager may make a charge (a "Redemption Charge") upon: (i) a cancellation of Units by the Manager acting on behalf of the Fund; or (ii) a cancellation of Units at the request of a Unitholder.

If the Manager makes a Redemption Charge it shall be equivalent to 5% of the total amount realised on the redemption. For these purposes Units will be redeemed on a "first in, first out" basis.

The Manager may waive or discount the redemption charge at its discretion.

2. Investment Managers' fees

The Investment Managers' fees and expenses (plus any VAT thereon) are paid out of the Scheme Property of the Fund at the annual percentage rates set out in Appendix A. Research costs will be paid for by the Investment Manager and will not be paid out of the Scheme Property.

3. Trustee's Fees and Expenses

The Trustee receives for its own account a periodic fee which will accrue daily and is payable monthly on the last Business Day in each calendar month in respect of that day and the period since the last Business Day in the preceding month and is payable within seven days after the last Business Day in each month. The fee is calculated by reference to the value of the Fund on the last Business Day of the preceding month except for the first accrual which is calculated by reference to the first Valuation Point of the Fund.

The rate of the periodic fee is agreed between the Manager and the Trustee and is currently:

0.0275% per annum	on the first £50 million value of the property of the Fund
0.025% per annum	on the next £50 million value of the property of the Fund
0.02% per annum	on the next £100 million value of the property of the Fund
0.015% per annum	on the remainder

The annual fee is subject to a current minimum 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 FCA Rules.

The first accrual in relation to any Fund will take place in respect of the period beginning on the day on which the first valuation of that Fund is made and ending on the last Business Day of the month in which that day falls.

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

Item	Range/Fees
Transaction Charges	£8 to £200.
Derivative Transaction Charges	£20 (if applicable)
Custody Charges	0.005% to 1.0%.

The minimum annual custody charge is £7,500. These 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 its 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 Scheme Property, provided always that the services concerned and any such dealing are in accordance with the provisions of the FCA Rules.

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 such 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.

4. Other Expenses

No additional payments may be made out of a Fund's Property other than payments permitted by the FCA Rules which shall include the following:

- (i) broker's commission (excluding costs for research), fiscal charges and other disbursements (including VAT) which are:
 - (a) necessary to be incurred in effecting transactions for a Fund, and
 - (b) normally shown in contract notes, confirmation notes and difference accounts as appropriate;
- (ii) interest on borrowings permitted under the Fund and charges incurred in effecting or terminating such borrowings or in negotiating or varying the terms of such borrowings;
- (iii) taxation and duties payable in respect of the property of the Fund, the Trust Deed or the issue of Units;
- (iv) the costs of convening and holding meetings of holders;
- (v) the audit fee properly payable to the Auditors (including VAT) and any proper expenses of the Auditor;
- (vi) the fees of the Registrar;
- (vii) any fees or costs associated with any CASS related support activity incurred by the Registrar;
- (viii) the fees of the FCA under Schedule 1 Part III of the Act (or the corresponding fees of any regulatory authority in a country or territory outside of the UK in which Units are or may be lawfully marketed);
- (ix) any costs incurred in producing and despatching dividends or other payments of the fund; and
- (x) any VAT payable in connection with any of the above.

5. Allocation of payments

The Manager and the Trustee have agreed that the expenses of the Fund will be charged to income (except those charges and expenses relating directly to the purchase and sale of investments). If the

Fund's expenses in any period exceed its income the Manager may take that excess from the capital property attributable to that Fund.

It should be noted that this policy may result in capital erosion or constrain capital growth.

H. WINDING UP OF THE FUND

1. Circumstances where winding up of the Fund may occur

The Fund shall not be wound up except under the FCA Rules.

- (a) Where the Fund is to be wound up under the FCA Rules, such winding up may only be commenced following approval by the FCA. The Trustee shall proceed to wind up the Fund:
 - (i) if the authorisation order of the Fund is revoked;
 - (ii) if required alterations have been made to the Trust Deed and Prospectus in connection with the termination of the Fund in accordance with section 251 of the Act;
 - (iii) on the passing of an extraordinary resolution winding up the Fund, provided the FCA's prior consent to the resolution has been obtained by the Manager or Trustee;
 - (iv) 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;
 - (v) if the period (if any) fixed for the duration of the Fund by the Trust Deed has expired and at the end of which the Fund is to be wound up;
 - (vi) on the effective date of a duly approved scheme of arrangement which is to result in the Fund being left with no property.
- (b) If any of the events set out in (a) above occurs, the FCA Rules concerning "Dealing", "Valuation and Pricing" and "Investment and Borrowing Powers" will cease to apply, the Trustee shall cease the issue and cancellation of Units, and the Manager will stop buying, selling and arranging the issue or cancellation of Units in respect of the Fund.

2. Manner of winding up

In the case of a scheme of arrangement, the Trustee shall wind up the Fund in accordance with the approved scheme of arrangement.

In any other case, the Trustee shall, as soon as practicable after the Fund falls to be wound up, realise the assets of the property of the Fund and, after paying out or retaining provision for all liabilities properly payable and for the costs of the winding up or termination, distribute the proceeds to the Unitholders and the Manager proportionately to the size of their holdings in the Fund.

Where the Trustee and one or more Unitholders agree, the requirement to realise the property of the Fund does not apply to that part of the property proportionate to the entitlement of that or those Unitholders.

The Trustee may distribute the part of the property of the Fund referred to above in the form of property, after making adjustments or retaining provisions as appears appropriate to the Trustee for ensuring that, that or those Unitholders bear a proportional share of the liabilities and costs.

Any unclaimed net proceeds or other cash held by the Trustee after twelve months from the date the proceeds become 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 order of authorisation.

I. OTHER INFORMATION

1. Reports

Annual long reports and half-yearly long reports will normally be prepared respectively within 3 months after the end of each annual accounting period and within 2 months after the end of the interim accounting period. Accounts shall show all Classes of Units in the Fund. Copies of these reports may, if requested, be obtained free of charge from, or inspected by the public during normal working hours at, the registered office of the Manager (set out in Appendix D).

2. Prospectus and Trust Deed

Copies of the most recent Prospectus and Trust Deed (including any supplemental Trust Deeds of the Fund) may be obtained free of charge from, or inspected at, the Manager's registered office, which is set out in Appendix D. The Manager should be contacted during normal business hours.

3. 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.

4. Taxation

The following summary is based on current UK law and HM Revenue & Customs practice, which are subject to change. It should not be treated as legal or tax advice. It is intended to offer guidance to persons (other than dealers in securities) on the UK taxation of Authorised Unit Trusts (“AUT”). However, it should neither be regarded as definitive nor as removing the desirability of taking separate professional advice. If investors are in any doubt as to their taxation position, or if they may be subject to tax in a jurisdiction other than the UK, they should consult their independent professional adviser. Levels and bases of, and reliefs from, taxation are subject to change in the future.

4.1 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 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 treated as a company for UK tax purposes and is liable to corporation tax on its income after relief for management expenses (which include fees payable to the Fund Manager and to the Trustee) at the basic rate of income tax, currently 20%.

If the Fund is a Bond Fund, the gross amount of any interest distributions is an allowable expense for corporation tax purposes and no tax will 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) Chargeable 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 (“SDRT”)

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

Generally no SDRT charge arises on the issue of Units in an AUT. However sometimes SDRT can arise for example where there is an in specie contribution of chargeable securities or where the investor surrenders the units in exchange for chargeable securities (although there are exceptions). Investors should consult their independent professional adviser for more information if they are in any doubt as to whether this affects them.

4.2 Taxation of the 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 (a) an interest distribution or (b) 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) the distributions made by the Fund will be interest distributions. Where this is not the case, distributions made by the Fund will be dividend distributions.

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

(b) Interest Distributions

UK resident individuals

Interest distributions made 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 shareholders will receive interest distributions gross of any tax.

Basic rate taxpayers are entitled to a personal savings allowance of £1,000. Higher rate taxpayers are entitled to a reduced personal savings allowance of £500 and additional rate taxpayers to no allowance.

Basic rate, higher rate and additional rate taxpayers will pay income tax (in the case of basic rate and higher rate taxpayers, the amount in excess of the applicable personal savings allowance) on any income distributions at the basic rate of 20%, the higher rate of 40% or the additional rate of 45% (as applicable).

UK corporate Unitholders

If the Fund at any point in an accounting period of a UK corporate Unitholder fails to satisfy the "qualifying investment" test, Units held by UK corporate Unitholders are treated as if they were a holding of rights under a creditor loan relationship of the corporate Unitholder, with the result that all returns on the Units in respect of such a corporate Unitholder's accounting period (including gains, profits and losses) 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 or cash on deposit or 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.

(c) Dividend Distributions

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

UK resident individuals

During the 2022/2023 tax year, dividend distributions will be taxed at the following rates:

- 0% for the first £2,000;
- 8.75% for dividends falling within the basic rate band;
- 33.75% for dividends falling within the higher rate band; and

- 39.35% for dividends falling within the additional rate band.

These rates may be subject to change in future tax years.

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 certificate. The unfranked portion is 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 any UK corporate Unitholder although the franked dividend portion should fall within an exemption from corporation tax.

(d) 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. Gains will be tax-free if after deduction of allowable losses they fall within an individual's annual capital gains exemption. For the tax year 2022/2023, the annual exemption is £12,300.

Gains in excess of the annual exemption amount are taxed at 10% 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 (£37,700 for 2022/2023) and at 20% 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 indexation figure that UK corporate unitholders can deduct will cover only the movement in the Retail Price Index from the date of acquisition of the asset up to 31 December 2017.

The above statements are only intended as a general summary of UK tax law and practice as at the date of this Prospectus (which may change in the future) applicable to individual and corporate investors who are residents for tax purposes only in the UK and who are the absolute beneficial owners of a holding in the Fund. Each investor's tax treatment will depend upon the particular circumstances of each investor. In particular, the summary may not apply to certain classes of investors (such as dealers in securities and persons who acquired their Units by reason of employment). Any investor who is in any doubt as to his or her UK tax position in relation to the holding of units in the Fund should consult his or her UK independent professional adviser.

US Taxation Issues/FATCA Tax Reporting

The information which follows is intended as a general guide only and represents the Manager's understanding of certain US taxation issues. It is provided for information purposes only and should not be relied on. Unitholders and prospective Unitholders are recommended to seek their own professional advice.

The provisions of the Foreign Account Tax Compliance Act ("FATCA") were enacted on 18 March 2010 as part of the Hiring Incentive to Restore Employment Act. FATCA includes provisions under which the Manager as a Foreign Financial Institution (FFI) may be required to report directly to the US Internal Revenue Service (IRS) certain information about Units in a fund held by US Persons for the purposes of FATCA or other foreign entities subject to FATCA and to collect additional identification information for this purpose. Financial institutions that do not enter into an agreement with the IRS and comply with the FATCA regime could be subject to 30% withholding tax on any payment of US source income as well as on the gross proceeds deriving from the sale of securities generating US income made to a unit trust. The Manager has registered with the IRS as the sponsoring entity for the Fund to report certain information to HMRC.

The Manager is obliged to comply with the provisions of FATCA under the terms of the inter-governmental agreement (IGA) Model I and under the terms of UK legislation implementing the IGA rather than under the US Treasury Regulations implementing FATCA.

In order to comply with its FATCA obligations the Manager may be required to obtain certain information from Unitholders so as to ascertain their US tax status. If the Unitholder is a specified US Person, US owned non-US entity, non-participating FFI or does not provide the requisite documentation, the Manager will need to report information on these Unitholders to HMRC, in accordance with applicable laws and regulations, which will in turn report this to the US Internal Revenue Service. Provided that the Manager acts in accordance with these provisions a fund will not be subject to withholding tax under FATCA.

Unitholders, and intermediaries acting for Unitholders, should note that it is the existing policy of the Manager that Units are not being offered or sold for the account of US Persons for the purposes of FATCA and that subsequent transfers of Units in the Fund to such US Persons are prohibited. If Units are beneficially owned by any such US Person, the Manager may in its discretion compulsorily redeem such Units. Unitholders should moreover note that under the FATCA legislation, the definition of "Specified US Persons" will include a wider range of investors than the current US Person definition.

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

(a) Income equalisation – tax implications

The price of a Unit of a particular class is based on the value of that class' 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.

(b) UK information reporting regime

Unit trusts 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 the "Automatic Exchange of Information" below.

There are also requirements to report cross-border arrangements to the tax authority if certain requirements are met under the International Tax Enforcement (Disclosable Arrangements) Regulations 2020 (as amended from time to time). Investors should consult their independent professional adviser for more information as the obligation to report can in some cases be with the taxpayer.

(c) 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.

(d) Automatic Exchange of Information

The Manager is responsible for identifying the territory in which an accountholder or a controlling person is resident for income tax or corporation tax purposes (or similar tax), applying due diligence procedures, keeping information for either: five years starting from the end of the last year in which the account was included in a return submitted to HM Revenue & Customs pursuant to the requirements of the International Tax Compliance Regulations 2015 (as amended from time to time) for a reportable account; or for an account that is not a reportable account five years starting from the end of the last year in which the account was treated as not being a reportable account based on due diligence procedures. Such tasks have been delegated to the Administrator.

If a Unitholder does not provide the requisite information for tax reporting purposes, the Manager may deduct the amount of any penalty imposed on it from the Unitholder's account.

5. Risk Profile Management

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.

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.

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.

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.

6. Leverage (as defined under the UK AIFM Rules)

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

- (i) set a maximum level of leveraging which it may employ on behalf of the Fund; and
- (ii) 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.

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

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

*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**.

The Fund may use options, forwards and other derivative instruments both for general investment purposes and 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.

7. Fair Treatment of Investors

- (a) 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.
- (b) 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.
- (c) The Manager and the Investment Manager 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 Manager. 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.
- (d) Any Unitholder may be granted preferential treatment in relation to the terms of its investment in the Fund by the Manager, the Investment Manager and/or any other service provider to the Fund.
- (e) The Manager and/or the Investment Manager 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:
 - (i) Disclosure/Reporting:

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 Manager) or the relevant Unitholder's investment in the Fund;

notification if holdings in the Fund by the relevant Unitholder exceed specific levels; and/or

the provision of certain limited information relating to the Investment Manager 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.

(ii) Investor Liquidity terms:

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

permit transferability of Units where there is no change of beneficial ownership.

(iii) Fees:

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

(f) Side Arrangements:

(i) The Manager's Risk Management Policy deals with Side Arrangements.

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.

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.

8. Recognition and Enforcement of Judgments

The UK AIFM Rules requires 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.

9. **Complaints**

If you feel there is cause to complain against the Manager, full details should be sent in writing in the first instance to the Manager at:

Thesis Unit Trust Management Limited
Exchange Building
St Johns Street, Chichester
PO19 1UP

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

If a complaint cannot be resolved satisfactorily with the Manager, it may be referred to the Financial Services Ombudsman at Exchange Tower, London E14 9SR.

10. **Future disclosures**

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

- (a) the percentage of the Fund's assets which are subject to special arrangements arising from their illiquid nature;
- (b) the current risk profile of the Fund and the risk management systems employed by the Manager to manage those risks; and
- (c) the total amount of leverage employed by the Fund, as applicable.

Unitholders will also be provided with information regarding changes to:

- (a) the maximum level of leverage which a Fund, or the Manager on the Fund's behalf, may employ; or
- (b) the rights for re-use of collateral under the Fund's leveraging arrangements; or
- (c) 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.

SECTION 2 – OTHER SCHEMES MANAGED BY THE MANAGER

The Manager also manages the following authorised investment companies with variable capital:

Authorised Investment Companies with Variable Capital

Abaco Fund ICVC
Arch House Fund
Ariel Fund
Bryth ICVC
CP Investment Funds
Destiny Fund ICVC
Harroway Capital ICVC
Hawarwatza Fund
Liberio Portfolio Fund
Lime Grove Fund
Meadowgate Funds
Scarp 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 Balanced Strategy Fund
The Global Multi Asset Fund
The Gulland Fund
The Hector Fund
The Juniper Fund
The Lockerley Fund
The Mazener Fund
The Motim Fund
The Northern Funds
The Oenoke Fund
The Ord Fund ICVC
The Overstone Fund
The Penare 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 Vinings Fund
The Wharton Fund
Thesis JDS Fund
TM Acer Fund
TM Balanced Growth Fund
TM Brown Advisory Funds

Authorised Unit Trusts

BPM Trust
Eden Investment Fund
Elfynn International Trust
Glenhuntley Portfolio Trust
KES Diversified Trust
KES Equity Fund
KES Growth Fund
KES Income and Growth Fund
KES Strategic Investment Fund
Latour Growth Fund
Lavaud Fund
Mossylea Fund
Pippin Return Fund
The Darin Fund
The Delta Growth Fund
The Deribee Funds
The Eldon Fund
The Hall Fund
The HoundStar Fund
The Iceberg Trust
The Maiden 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
The TUTMAN B&CE Contracted-out Pension Scheme
TM Balanced Fund
TM Chainpoint Fund
TM Growth Fund
TM Hearthstone UK Residential Feeder Fund
TM Managed Fund
TM Masonic Charitable Foundation Investment Fund
TM New Court Fund
TM New Court Equity Growth Fund
TM New Institutional World Fund
TM Preservation Fund
TM Private Portfolio Trust
TM Stonehage Fleming Global Equities Fund
TM Stonehage Fleming Global Equities Fund II

**Authorised Investment Companies with
Variable Capital**

TM Brunsdon OEIC
TM Cerno Investment Funds
TM Cresswell Fund
TM CRUX Funds ICVC
TM CRUX OEIC
TM First Arrow Investment Funds
TM Hearthstone ICVC
TM Investment Exposures Fund
TM Investment Funds
TM Lime Fund
TM Neuberger Berman Investment Funds
TM Oak Fund
TM Optimal Funds
TM P1 Investment Funds
TM Redwheel Funds
TM Ruffer Portfolio
TM Stonehage Fleming Global Multi-Asset
Umbrella Fund
TM Stonehage Fleming Investments Funds
TM Tellworth Investments Funds
TM Total Return Fund
TM UBS (UK) Fund
TM Veritas Investment ICVC
Trowbridge Investment Funds

Authorised Unit Trusts

TM Stonehage Fleming Global Equities Umbrella Fund

SECTION 3 – INVESTMENT POWERS AND BORROWING LIMITS

The following provisions apply in respect of the Fund save where the context otherwise requires.

1. General rules of investment

- 1.1 The Scheme Property will be invested with the aim of achieving the investment objective of the Fund but subject to the limits set out in Fund's investment policy and the limits set out in the investment and borrowing powers in the FCA Handbook and this Prospectus.
- 1.2 Normally the Fund will be fully invested save for an amount to enable redemption of Units, efficient management of the Fund in relation to its strategic objective and other purposes which may be reasonably regarded as ancillary to the investment objective of the Fund. This amount will vary depending upon prevailing circumstances and although it would normally not exceed 10% of the total value of the Fund, there may be times when the Investment 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. Unless market conditions were deemed unusually risky, the increased amount and period would not be expected to exceed 30% and six months respectively, although in certain circumstances this percentage may be more substantial and could, exceptionally, be as much as 100%.

2. Prudent spread of risk

- 2.1 The Manager must ensure that, taking account of the investment objectives and policy of the Fund, the Scheme Property aims to provide a prudent spread of risk.

3. Transferable Securities

- 3.1 A transferable security is an investment falling within article 76 (Shares etc), article 77 (Instruments creating or acknowledging indebtedness), article 78 (Government and public securities), article 79 (Instruments giving entitlement to investments) and article 80 (Certificates representing certain securities) of the Regulated Activities Order.
- 3.2 An investment is not a transferable security if the title to it cannot be transferred, or can be transferred only with the consent of a third party.
- 3.3 In applying paragraph 3.2 to an investment which is issued by a body corporate, and which is an investment falling within articles 76 (Shares, etc) or 77 (Instruments creating or acknowledging indebtedness) of the Regulated Activities Order, the need for any consent on the part of the body corporate or any members or debenture holders of it may be ignored.
- 3.4 An investment is not a transferable security unless the liability of the holder of it to contribute to the

debts of the issuer is limited to any amount for the time being unpaid by the holder of it in respect of the investment.

4. Non-UCITS retail schemes – general

4.1 The Scheme Property must, except where otherwise provided in the FCA Rules, only consist of any or all of:

- transferable securities;
- money market instruments;
- permitted deposits;
- permitted Units in collective investment schemes;
- permitted derivatives and forward transactions;
- permitted immovables; and
- gold up to a limit of 10% in value of the Scheme Property.

4.2 Transferable securities and money market instruments held within the Fund must (subject to paragraph 4.3) be admitted to or dealt in on an eligible market as described below, or be recently issued or be approved money-market instruments not admitted to or dealt in on an eligible market and which satisfy the requirements of the FCA Rules.

4.2.1 Not more than 20% in value of the Scheme Property is to consist of transferable securities, which are not approved securities; or

4.2.2 Not more than 20% in value of the Scheme Property is to consist of money market instruments not covered by paragraph 5.2 provided that they must be liquid and have a value which can be determined accurately at any time.

4.3 The requirements on spread and investment in government and public securities do not apply during any period during which it is not reasonable to comply provided that the requirement to maintain prudent spread of risk is complied with. The period in question will extend for 12 months after the later of the date when the authorisation order takes effect or the date the initial offer commenced or, in the case of immovables, for 24 months.

5. Eligible markets regime: purpose

5.1 To protect investors the markets on which investments of the Fund are dealt in or traded on should be of an adequate quality ("eligible") at the time of acquisition of the investment and until it is sold.

- 5.2 Where a market ceases to be eligible, investments on that market cease to be approved securities. The 20% restriction on investing in non-approved securities applies and exceeding this limit because a market ceases to be eligible will generally be regarded as an inadvertent breach.
- 5.3 A market is eligible for the purposes of the FCA Rules if it is:
- 5.3.1 a regulated market (as defined in the FCA Glossary); or
 - 5.3.2 a market in the UK or an EEA State which is regulated, operates regularly and is open to the public.
- 5.4 A market not falling within paragraph 5.3 is eligible for the purposes of the FCA Rules if:
- 5.4.1 the Manager, after consultation and notification with the Trustee, decides that market is appropriate for investment of, or dealing in, the Scheme Property;
 - 5.4.2 the market is included in a list in the Prospectus; and
 - 5.4.3 the Trustee has taken reasonable care to determine that:
 - (a) adequate custody arrangements can be provided for the investment dealt in on that market; and
 - (b) all reasonable steps have been taken by the Manager in deciding whether that market is eligible.
- 5.5 In paragraph 5.4, a market must not be considered appropriate unless it is regulated, operates regularly, is recognised as a market or exchange or as a self-regulating organisation by an overseas regulator, is open to the public, is adequately liquid and has adequate arrangements for unimpeded transmission of income and capital to or for the order of investors.

The eligible markets for the Fund are set out below at Section 5.

6. **Spread: general**

- 6.1 This paragraph does not apply to transferable securities or approved money-market instruments to which paragraph 7 below applies.
- 6.2 Not more than 20% in value of the Scheme Property is to consist of deposits with a single body.
- 6.3 Not more than 10% in value of the Scheme Property is to consist of transferable securities or money market instruments issued by any single body.
- 6.4 The limit of 10% in 6.3 may be raised to 25% in respect of covered bonds.

- 6.5 In applying paragraph 6.3 certificates representing certain securities are treated as equivalent to the underlying security.
- 6.6 The exposure to any one counterparty in an OTC derivative transaction must not exceed 10% in value of the Scheme Property.
- 6.7 not more than 35% in value of the Scheme Property is to consist of the units of any one collective investment scheme.
- 6.8 For the purposes of this paragraph 6, a single body is:
 - 6.8.1 in relation to transferable securities and money market instruments, the person by whom they are issued; and
 - 6.8.2 in relation to deposits, the person with whom they are placed.
- 7. **Spread: Government and public securities**
 - 7.1 The following applies in respect of transferable securities and approved money-market instruments ("such securities") that are issued or guaranteed by:
 - 7.1.1 the UK or an EEA State;
 - 7.1.2 a local authority of the UK or an EEA State;
 - 7.1.3 a non-EEA State; or
 - 7.1.4 a public international body to which the UK or one or more EEA States belong.
 - 7.2 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.
 - 7.3 Up to 100% of the Scheme Property may be invested in such securities issued or guaranteed by or on behalf of the issuers set out in Part C of Section 5.
 - 7.4 If more than 35% in value of the Scheme Property is invested in such securities issued by any one issuer, provided that:
 - 7.4.1 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;
 - 7.4.2 up to 30% in value of the Scheme Property of the Fund may consist of such securities of any one issue; and

7.4.3 the Scheme Property must include at least six different issues whether of that issuer or another issuer.

The Governments and public securities issuers are listed in part C of Section 5.

7.5 In relation to such securities:

7.5.1 issue, issued and issuer include guarantee, guaranteed and guarantor; and

7.5.2 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.

7.6 Notwithstanding paragraph 6.1 and subject to paragraphs 6.2 and 6.7, in applying the 20% limit in paragraph 6.2 with respect to a single body, such securities issued by that body shall be taken into account.

8. **Investment in collective investment schemes**

Not more than 35% in value of the Scheme Property is to consist of Units of any one collective investment scheme; or the Fund may invest in Units in a collective investment scheme ("second scheme") provided that the investment is permitted under paragraphs 8.1 to 8.5:

8.1 The second scheme is a scheme which:

8.1.1 is a UCITS or satisfies the conditions necessary for it to enjoy the rights conferred by the UCITS Directive as implemented in the EEA; or

8.1.2 is a Non-UCITS retail scheme; or

8.1.3 is a recognised scheme (as defined in the FCA Glossary); or

8.1.4 is constituted outside the UK and the investment and borrowing powers of which are the same or more restrictive than those of a Non-UCITS retail scheme; or

8.1.5 is a scheme not falling within paragraphs 8.1.1 to 8.1.4 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;

8.2 The second scheme operates on the principle of the prudent spread of risk;

8.3 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;

8.4 The participants in the second scheme must be entitled to have their Units redeemed in accordance with the scheme at a price related to the net value of the property to which the Units relate and

determined in accordance with the scheme; and

- 8.5 The FCA Rules on “Investment in other group schemes” is complied with i.e. the Fund may only invest in other group schemes (other collective investment schemes which are managed and operated by the Manager or an Associate of the Manager) provided there is no double charging of the preliminary charge.
- 8.6 Where the second scheme is an umbrella the provisions in paragraphs 8.2 to 8.4 and COLL 5.6.7R (Spread: general) apply to each sub-fund as if it were a separate scheme.
- 8.7 A list of the locations of the establishment of any second schemes which the Fund may invest in from time to time is shown in Appendix C.

9. Management Fees

Where a substantial proportion of the Fund's assets are invested in other collective investment schemes the maximum level of management fees that may be charged to the Fund and to the other collective investment schemes in which it invests should not exceed 2.5% per annum plus VAT if applicable.

10. Investment in warrants and nil and partly paid securities

- 10.1 The Fund must not invest in warrants, and nil and partly paid securities unless the investment complies with the conditions set out in the FCA Rules on “Investment in warrants and nil and partly paid securities”.

11. Investment in money market instruments

The Fund may invest in money market instruments which are normally dealt in on the money market, are liquid and whose value can be accurately determined at any time, provided:

- 11.1 the money market instrument is listed on or normally dealt on an eligible market; or
- 11.2 be recently issued transferable securities the terms of which include an undertaking that application will be made to be admitted to an eligible market and such admission is secured within a year of issue; or
- 11.3 be approved money-market instruments not admitted to or dealt in on an eligible market provided the issuer or the issuer is regulated for the purpose of protecting investors and savings; and the instrument is issued or guaranteed by any one of:
 - a) 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 European Union 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, issued by a body, any securities of which are dealt in on an eligible market; or issued or guaranteed by an establishment which is subject to prudential supervision in accordance with criteria defined by UK or European Union law or subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by UK or European Union law.

12. Derivatives

12.1 Under the FCA Rules derivatives are permitted for Non-UCITS retail schemes (such as the Fund) for investment purposes and derivative transactions may be used for the purposes of efficient portfolio management (including hedging) or meeting the investment objectives or both. In pursuing the Fund's investment objective the Manager may make use of a variety of instruments in accordance with the FCA Rules. **The use of derivatives in this manner may increase the risk profile of the Fund and may increase volatility in the Unit price of the Fund.**

12.2 The net asset value of the Fund may have high volatility due to these instruments and techniques being included in the Scheme Property, and due to the management techniques used.

12.3 Except as set out below there is no upper limit on the number of transactions executed in derivatives or forward transactions.

12.4 A transaction in a derivative or forward contract must:

- (A) be in an approved derivative; or
- (B) be in a future, an option or a contract for differences which must be entered into with a counterparty that is acceptable in accordance with the FCA Rules, must be on approved terms as to valuation and close out and must be capable of valuation; and
- (C) have the underlying consisting of any or all of the following to which the Fund is dedicated:
 - (1) transferable securities;
 - (2) permitted money market instruments;
 - (3) permitted deposits;
 - (4) permitted derivatives;
 - (5) permitted collective investment scheme Units or shares;
 - (6) financial indices;
 - (7) interest rates;

- (8) foreign exchange rates;
 - (9) currencies; and
 - (D) not cause the Fund to diverge from its investment objective, must not be entered into if the intended effect is to create the potential for an uncovered sale of one or more transferable securities, money market instruments, Units or shares in collective investment schemes, or derivatives and (if a forward transaction) must be with an approved counterparty.
- 12.5 Use of derivatives must be supported by a risk management process maintained by the Manager which should take account of the investment objective and policy of the Fund.
- 12.6 A transaction in derivatives or a forward transaction is to be entered into only if the maximum exposure, in terms of the principal or notional principal created by the transaction to which the Fund is or may be committed by another person is covered under (A).
- (A) Exposure is covered if adequate cover from within the Scheme Property is available to meet its total exposure, taking into account the initial outlay, the value of the underlying assets, any reasonably foreseeable market movement, counterparty risk, and the time available to liquidate any positions.
 - (B) Cash not yet received into the Scheme Property, but due to be received within one month, is available as cover for the purposes of (A).
 - (C) Property the subject of a stock-lending transaction is only available for cover if the Manager has taken reasonable care to determine that it is obtainable (by return or re-acquisition) in time to meet the obligation for which cover is required.
 - (D) The exposure relating to derivatives held in the Fund may not exceed the net value of the Scheme Property of the Fund.
13. **Cover**
- 13.1 Where the FCA Rules permit an investment transaction to be entered into or an investment to be retained only if that investment transaction, or the retention, or other similar transactions, are covered:
- (A) it must be assumed that in applying any of those rules, the Fund must also simultaneously satisfy any other obligation relating to cover;
 - (B) no element of cover must be used more than once; and
 - (C) the property and rights required to settle the obligation are owned by the Fund.
- 13.2 Where physical settlement is applicable to a derivative transaction, and the underlying asset of the

transaction is highly liquid;

(A) the Fund may substitute that underlying asset with another comparable asset; or

(B) the Fund may substitute that underlying asset with a liquid debt instrument or other highly liquid asset, provided these substitute assets are already owned by the Fund.

13.3 For the purposes of paragraph 13.2, an asset may be considered as highly liquid where the instrument can be converted into cash in no more than seven Business Days at a price which is close to the current valuation of the asset.

14. **Investment in deposits**

The Fund may invest in deposits only with an Approved Bank and which are repayable on demand or have the right to be withdrawn, and maturing in no more than 12 months.

15. **Immovables**

15.1 The Fund may have an interest in immovable property or movable property for the direct pursuit of the Fund business. Any investment in land or a building must not be retained in the Scheme Property unless:

15.1.1 it is situated in a country or territory identified in this Prospectus;

15.1.2 it is a freehold or leasehold interest of property situate in England, Wales or Northern Ireland or any interest estate in or over land or heritable right including a long lease of property situated in Scotland or any equivalent interest for such land or buildings not situate in England, Wales, Northern Ireland or Scotland.

15.2 The Manager must ensure that title to the land or building is a good and marketable title.

15.3 The Manager must organise a valuation report in accordance with the FCA Rules.

15.4 It is not currently intended that the Fund will invest in immovables

16. **Cash and near cash**

16.1 Cash and near cash must not be retained in the Scheme Property except to the extent that, where this may reasonably be regarded as necessary in order to enable:

16.1.1 the pursuit of the Fund's investment objectives; or

16.1.2 redemption of Units; or

16.1.3 efficient management of the Fund in accordance with its investment objectives; or

16.1.4 other purposes which may reasonably be regarded as ancillary to the investment objectives of the Fund.

16.1.5 during the period of the initial offer the Scheme Property may consist of cash and near cash without limitation.

17. Schemes replicating an index

17.1 The Fund may invest up to 20% in value of the Scheme Property in shares and debentures which are issued by the same body where the aim of the investment policy of the Fund is to replicate the performance or composition of an index in accordance with the FCA Rules. This limit may be raised to 35% in value of the Scheme Property but only in respect of one body and where justified by exceptional market conditions.

18. General power to borrow

18.1 The Fund may, in accordance with this paragraph, borrow money for the use of the Fund on terms that the borrowing is to be repayable out of the Scheme Property. This power to borrow is subject to the obligation of the Fund to comply with any restriction in the instrument constituting the Fund.

18.2 The Fund may borrow under paragraph 18.1 only from an eligible institution or an approved bank.

18.3 The Fund must not issue any debenture unless it acknowledges or creates a borrowing that complies with paragraph 18.1 and 18.2.

18.4 These borrowing restrictions do not apply to "back to back" borrowing for currency hedging purposes.

19. Borrowing limits

19.1 The Manager must ensure that the Fund's borrowing does not, on any Business Day, exceed 10% of the value of the Scheme Property of the Fund.

19.2 This limit does not apply to "back to back" borrowing.

19.3 Borrowing does not include any arrangement for the Fund to pay to a third party (including the Manager) any costs which the Fund is entitled to amortise and which were paid on behalf of the Fund by the third party.

20. Restrictions on lending of money

20.1 None of the money in the Scheme Property of the Fund may be lent and, for the purposes of this prohibition, money is lent by the Fund if it is paid to a person ("the payee") on the basis that it should be repaid, whether or not by the payee.

20.2 Acquiring a debenture is not lending for the purposes of paragraph 20.1 nor is the placing of money on deposit or in a current account.

20.3 Paragraph 20.1 does not prevent the Fund from providing an officer of the Fund with funds to meet expenditure to be incurred by him for the purposes of the Fund (or for the purposes of enabling him properly to perform his duties as an officer of the Fund) or from doing anything to enable an officer to avoid incurring such expenditure.

21. Restrictions on lending of property other than money

21.1 The Scheme Property other than money must not be lent by way of deposit or otherwise.

21.2 Transactions permitted by paragraph 24 are not lending for the purposes of paragraph 20.1.

22. General power to accept or underwrite placings

22.1 Any power in the FCA Rules to invest in transferable securities may be used for the purpose of entering into transactions to which this section applies, subject to compliance with any restriction in the Trust Deed.

22.2 This section applies, subject to paragraph 22.3, to any agreement or understanding:

22.2.1 which is an underwriting or sub-underwriting agreement; or

22.2.2 which contemplates that securities will or may be issued or subscribed for or acquired for the account of the Fund.

22.3 Paragraph 22.2 does not apply to:

22.3.1 an option; or

22.3.2 a purchase of a transferable security which confers a right:

(a) to subscribe for or acquire a transferable security; or

(b) to convert one transferable security into another.

22.3.3 The exposure of the Fund to agreements and understandings within paragraph 22.2 must, on any Business Day:

(a) be covered in accordance with the requirements of the FCA Rules; and

(b) be such that, if all possible obligations arising under them had immediately to be met in full, there would be no breach of any limit in the FCA Rules.

23. Guarantees and indemnities

- 23.1 The Fund or the Trustee for the account of the Fund must not provide any guarantee or indemnity in respect of the obligation of any person.
- 23.2 None of the Scheme Property may be used to discharge any obligation arising under a guarantee or indemnity with respect to the obligation of any person.
- 23.3 Paragraphs 23.1 and 23.2 do not apply to:
- 23.3.1 any indemnity or guarantee given for margin requirements where the derivatives or forward transactions are being used in accordance with the FCA Rules.
 - 23.3.2 an indemnity (other than any provision in it which is void under the FCA Rules) given to the Trustee against any liability incurred by it as a consequence of the safekeeping of any of the Scheme Property by it or by anyone retained by it to assist it to perform its function of the safekeeping of the Scheme Property; and
 - 23.3.3 an indemnity given to a person winding up a fund if the indemnity is given for the purposes of arrangements by which the whole or part of the property of that scheme becomes the first property of the fund and the holders of Units in that fund become the first Unitholders in the fund.

24. Efficient portfolio management

- 24.1 The Fund may also utilise the Scheme Property to enter into transactions for the purposes of efficient portfolio management. There is no limit on the amount or value of the Scheme Property which may be used for the purposes of efficient portfolio management but the Manager must take reasonable care to ensure that the transaction is economically appropriate to the reduction of the relevant risks (whether in the price of investments, interest rates or exchange rates) or to the reduction of the relevant costs and/or to the generation of additional capital or income with a level of risk which is consistent with the risk profile of the Fund and the FCA Rules. The exposure must be fully “covered” by cash and/or other property sufficient to meet any obligation to pay or deliver that could arise (see below).
- 24.2 Permitted transactions are those that the Fund reasonably regards as economically appropriate, that is:
- (a) Transactions undertaken to reduce risk or cost in terms of fluctuations in prices, interest rates or exchange rates where the Manager reasonably believes that the transaction will diminish a risk or cost of a kind or level which it is sensible to reduce; or
 - (b) Transactions for the generation of additional capital growth or income for the Fund by taking advantage of gains which the Manager reasonably believes are certain to be made (or

certain, barring events which are not reasonably foreseeable) as a result of:

- (i) pricing imperfections in the market as regards the property which the Fund holds or may hold; or
 - (ii) receiving a premium for the writing of a covered call option or a covered put option on property of the Fund which the Fund is willing to buy or sell at the exercise price, or
- (c) Stock-lending arrangements.

24.3 A permitted arrangement in this context may at any time be closed out.

24.4 Transactions may take the form of “derivatives transactions” (that is, transactions in options, futures or contracts for differences) or forward currency transactions. A derivatives transaction must either be in a derivative which is traded or dealt in on an eligible derivatives market (and effected in accordance with the rules of that market), or be an off-exchange derivative which complies with the relevant conditions set out in the FCA Rules, or be a “synthetic future” (i.e. a composite derivative created out of two separate options). Forward currency transactions must be entered into with counterparties who satisfy the FCA Rules. A permitted transaction may at any time be closed out.

24.5 Eligible derivatives markets are those which the Manager, after consultation with the Trustee, has decided are appropriate for the purpose of investment of or dealing in the property with regard to the relevant criteria set out in the FCA Rules and the formal guidance on eligible markets issued by the FCA as amended from time to time. The eligible derivatives markets for the Fund are set out in Section 5 below.

24.6 Transactions may be effected in which the Manager has, either directly or indirectly, an interest that may potentially involve a conflict of its obligation to the Fund. Where a conflict cannot be avoided, the Manager will have regard to its fiduciary responsibility to act in the best interests of the Fund and its investors. The Manager will ensure that investors are treated fairly and that such transactions are effected on terms which are not less favourable to the Fund than if the potential conflict had not existed.

24.7 Operational costs and fees arising from efficient portfolio management techniques and/or the use of derivatives are paid for by the Fund. The identity of the entities to which operational costs and fees are paid will be disclosed in the annual report.

25. **Cover**

25.1 Where the FCA Rules allow a transaction to be entered into or an investment to be retained only (for example, investment in warrants and nil and partly paid securities and the general power to accept or underwrite) if possible obligations arising out of the investment transactions or out of the retention would not cause any breach of any limits in the FCA Rules, it must be assumed that the maximum

possible liability of the Fund under any other of those rules has also to be provided for.

- 25.2 Where the FCA Rules permit an investment transaction to be entered into or an investment to be retained only if that investment transaction, or the retention, or other similar transactions, are covered:

25.2.1 it must be assumed that in applying any of those rules, the Fund must also simultaneously satisfy any other obligation relating to cover; and

25.2.2 no element of cover must be used more than once.

26. **Stock-lending**

- 26.1 The entry into stock lending transactions or repo contracts for the account of the Fund is permitted for the generation of additional income for the benefit of the Fund, and hence for its investors.

- 26.2 The specific method of stock lending permitted in this section is in fact not a transaction which is a loan in the normal sense. Rather it is an arrangement of the kind described in section 263B of the Taxation of Chargeable Gains Act 1992, under which the lender transfers securities to the borrower otherwise than by way of sale and the borrower is to transfer those securities, or securities of the same type and amount, back to the lender at a later date. In accordance with good market practice, a separate transaction by way of transfer of assets is also involved for the purpose of providing collateral to the “lender” to cover him against the risk that the future transfer back of the securities may not be satisfactorily completed.

- 26.3 The stock lending permitted by this section may be exercised by the Fund when it reasonably appears to it to be appropriate to do so with a view to generating additional income for the Fund with an acceptable degree of risk.

- 26.4 The Trustee at the request of the Manager may enter into a stock lending arrangement or repo contract of the kind described in section 263B of the Taxation of Chargeable Gains Act 1992 (without extension by section 263C), but only if all the terms of the agreement under which securities are to be reacquired by the Trustee for the account of the Fund, are in a form which is acceptable to the Trustee and are in accordance with good market practice, the counterparty is an authorised person or a person authorised by a home state regulator, and collateral is obtained to secure the obligation of the counterparty. Collateral must be acceptable to the Trustee, adequate and sufficiently immediate.

- 26.5 The Trustee must ensure that the value of the collateral at all times is at least equal to the value of the securities transferred by the Trustee. This duty may be regarded as satisfied in respect of collateral the validity of which is about to expire or has expired where the Trustee takes reasonable care to determine that sufficient collateral will again be transferred at the latest by the close of business on the day of expiry.

- 26.6 Any agreement for transfer at a future date of securities or of collateral (or of the equivalent of either) may be regarded, for the purposes of valuation under the FCA Handbook, as an unconditional agreement for the sale or transfer of property, whether or not the property is part of the property of the Fund.
- 26.7 There is no limit on the value of the Scheme Property which may be the subject of stock lending transactions.
- 26.8 The Manager shall maintain a collateral management policy in accordance with applicable rules and regulations.

SECTION 4 – VALUATION OF SCHEME PROPERTY

The value of the Scheme Property shall be determined in accordance with the following provisions.

1. All the property of the Fund (including receivables) is to be included, subject to the following provisions.
2. Property which is not cash (or other assets dealt with in paragraph 3, 4 and 5 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:

2.1 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;

2.2 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;

2.3 property other than that described in paragraphs 2.1 and 2.2 above:

at a value which, in the opinion of the Manager, represents a fair and reasonable mid-market price.

3. Cash and amounts held in current and deposit accounts and in other time-related deposits shall be valued at their nominal values.
4. Property which is a contingent liability transaction shall be treated as follows:
 - 4.1 if a written option, (and the premium for writing the option has become part of the property of a Fund),

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 Trustee;

- 4.2 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;
- 4.3 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 (but not falling within 4.1 above), include at a valuation method agreed between the Manager and the Trustee.
5. In determining the value of the property of the Fund, 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.
6. Subject to paragraphs 7 and 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 will not materially affect the final net asset amount.
7. Futures or contracts for differences which are not yet due to be performed and unexpired and unexercised written or purchased options shall not be included under paragraph 6.
8. All agreements are to be included under paragraph 6 which are, or ought reasonably to have been, known to the person valuing the property.
9. Deduct an estimated amount for anticipated tax liabilities at that point in time including (as applicable and without limitation) capital gains tax, income tax, corporation tax and advance corporation tax and value added tax.
10. Deduct an estimated amount for any liabilities payable out of the property of the Fund and any tax thereon treating periodic items as accruing from day to day.
11. Deduct the principal amount of any outstanding borrowings whenever payable and any accrued but unpaid interest on borrowings.
12. Add an estimated amount for accrued claims for tax of whatever nature which may be recoverable.
13. Add any other credits or amounts due to be paid into the property of the Fund.
14. Currencies or values in currencies other than Sterling shall be converted at the relevant Valuation Point at a rate of exchange that is not likely to result in any material prejudice to Unitholders or potential Unitholders.
15. Add a sum representing any interest or any income accrued due or deemed to have accrued but not

received.

16. The Manager may, in its absolute discretion and in circumstances where:
 - (A) it believes that no reliable price for the property in question exists; or
 - (B) such price, if it does exist, does not reflect the Manager's best estimate of the value of such property, value the Scheme Property of the Fund or any part of the Scheme Property at a price which, in its opinion, reflects a fair and reasonable price for that property in accordance with any policy for fair value pricing set out in the Prospectus.
17. Notwithstanding the foregoing, the Manager may, at its absolute discretion, use other generally recognised valuation principles in order to reach a proper valuation of the net asset value of the Fund, in the event that it is impractical or manifestly incorrect to carry out a valuation of an investment in accordance with the above or it considers such principles better reflect the valuation of a security, interest or position and are in accordance with generally accepted accounting principles.
18. If a Class's expenses in any period exceed its income the Manager may take that excess from the capital property attributable to that Class.
19. 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 Manager.

The circumstances which may give rise to a fair value price being used include:

- (a) no recent trade in the security concerned; or
- (b) the occurrence of a significant event since the most recent closure of the market where the price of the security is taken.

In (b), 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.

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

- (A) the type of authorised fund concerned;
- (B) the securities involved;
- (C) the basis and reliability of the alternative price used; and
- (D) the Manager's policy on the valuation of Scheme Property as disclosed in the Prospectus.

SECTION 5 – ELIGIBLE SECURITIES MARKETS AND ELIGIBLE DERIVATIVES MARKETS

Investments may be made on each of the Eligible Securities and Derivatives Markets in order to fulfil the investment objective stated in Section 1(B).

A. ELIGIBLE SECURITIES 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, investors.

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

Australia	-	ASX Group
Brazil	-	BM & F BOVESPA
Canada	-	Toronto Stock Exchange
	-	TSX Venture Exchange
	-	Montreal Exchange
The Channel Islands	-	The Channel Island Stock Exchange
China	-	Shanghai Stock Exchange
	-	Shenzhen Stock Exchange
Hong Kong	-	Hong Kong Exchanges
Indonesia	-	Indonesia Stock Exchange (IDX)
Japan	-	Tokyo Stock Exchange
	-	Osaka Securities Exchange
	-	Nagoya Stock Exchange

	-	Jasdaq Securities Exchange
The Republic of Korea	-	The Korea Exchange Incorporated
Malaysia	-	Bursa Malaysia Securities
Mexico	-	Bolsa Mexicana de Valores
Philippines	-	Philippine Stock Exchange
Singapore	-	Singapore Exchange (SGX)
South Africa	-	JSE Limited
Switzerland	-	SIX Swiss Exchange A.G.
Taiwan	-	Taiwan Stock Exchange
Thailand	-	Stock Exchange of Thailand (SET)
UK	-	Alternative Investment Market
	-	Plus Markets
USA	-	NYSE Alternext US
	-	New York Stock Exchange
	-	NYSE Arca
	-	NASDAQ OMX PHLX
	-	NASDAQ

B. ELIGIBLE DERIVATIVES MARKETS

A derivatives market is an eligible market if it is established under the rules of any of the following designated or recognised investment exchanges:

Australia	-	Australian Securities Exchange (ASX)
Canada	-	Montreal Exchange
Denmark	-	NASDAQ OMX Copenhagen
Europe	-	Eurex

	-	Euronext
	-	London International Financial Futures and Options Exchange (LIFFE)
Finland	-	NASDAQ OMX (Nordic)
France	-	Euronext Paris
Hong Kong	-	Hong Kong Stock Exchange
Japan	-	Osaka Securities Exchange
	-	Tokyo Stock Exchange
Singapore	-	Singapore Exchange (SGX)
South Africa	-	South Africa Futures Exchange (SAFEX)
Spain	-	BME, Spanish Exchanges
Sweden	-	NASDAQ OMX Stockholm AB
US	-	NYSE Alternext US
	-	New York Futures Exchange
	-	New York Stock Exchange
	-	NASDAQ OMX PHLX

C. GOVERNMENT AND PUBLIC SECURITIES ISSUERS

More than 35% in value of the Scheme Property may be invested in transferable securities and approved money-market instruments issued by one of the following single states, local authorities or public international bodies:

- (1) The government of the United Kingdom of Great Britain and Northern Ireland; or
- (2) The Scottish Administration; or
- (3) The Executive Committee of the Northern Ireland Assembly; or
- (4) The National Assembly of Wales; or
- (5) The government of any of the following countries or territories outside the UK:

- a) Austria;
 - b) Belgium;
 - c) Bulgaria;
 - d) the Czech Republic;
 - e) Denmark;
 - f) Estonia;
 - g) Finland;
 - h) France;
 - i) Germany;
 - j) Greece;
 - k) Hungary;
 - l) Iceland;
 - m) Ireland;
 - n) Italy;
 - o) Latvia;
 - p) Liechtenstein;
 - q) Luxembourg;
 - r) the Netherlands;
 - s) Norway;
 - t) Poland;
 - u) Portugal;
 - v) Romania;
 - w) the Slovak Republic;
 - x) Slovenia;
 - y) Spain;
 - z) Sweden; or
- (6) Australia, Canada, Japan, New Zealand, Switzerland and the United States of America; or
- (7) One of the following international organisations: Asian Development Bank (ADB), Council of Europe Development Bank, Deutsche Ausgleichsbank (DTA), Eurofima, European Bank for Reconstruction

and Development (EBRD), European Investment Bank (EIB), Inter-American Development Bank (IADB), International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), Kreditanstalt für Wiederaufbau (KfW), LCR Finance plc, and the Nordic Investment Bank (NIB).

APPENDIX A – PRINCIPAL FEATURES OF THE FUND

Name:	Hawthorn Portfolio Trust	
Launch Date:	16 July 2013 (One day Only)	
Class of Units	Class A Income Units	
Preliminary charge as a percentage of the issue price*:	2.75%	
Redemption Charge*:	5%	
Manager's Periodic Fee:	Up to £50m	0.14%
	£50-100m	0.10%
	£100–200m	0.06%
	£200m+	0.055%
	Subject to a minimum £35,000	
Investment Managers' Fee:		
Rothschild & Co Wealth Management UK Limited	0.74%	
Investec Wealth and Investment Limited	0.30%	
Brown Advisory Limited	0.58% per annum on the first £2 million value of the property of the Fund	
	0.47% per annum on the next £3 million value of the property of the Fund	
	0.41% per annum on the next £5 million value of the property of the Fund	
	0.30% per annum on the next £10 million value of the property of the Fund	
	0.24% per annum on the next £30 million value of the property of the Fund	
	0.18% per annum on the remainder.	
Investment minima:	Initial Investment:	£100,000
	Minimum Holding	£100,000
	Ongoing top-up	£5,000
	Redemption:	£1,000
Launch Price	£10.00	

* The Manager may waive or discount the preliminary and redemption charges at its discretion.

APPENDIX B – PAST PERFORMANCE

The performance table below shows the total annual return for the A Income Units up to 31 December in 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 the purchase of an investment.

Past performance is no indication of future performance.

Hawthorn Portfolio Trust	2017 (%)	2018 (%)	2019 (%)	2020 (%)	2021 (%)
A Income	7.63	-4.24	15.07	7.77	12.15

Source: The performance figure has been derived from information extracted from information provided through 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 the past and past performance is not a reliable indicator of future results and should not be taken as a guide to future performance.

APPENDIX C - ESTABLISHMENT OF COLLECTIVE INVESTMENT SCHEMES

Any second schemes in which the Fund may invest are established in the locations listed below. This list is not restrictive and may be amended from time to time where the Fund invests in second schemes established in new locations.

Bermuda

Ireland

Luxembourg

UK

APPENDIX D - DIRECTORY OF CONTACT DETAILS

Manager	Thesis Unit Trust Management Limited Exchange Building, St John's Street, Chichester, West Sussex PO19 1UP
Administrator, Registrar and 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 Tel: 0333 300 0375
Auditors	KPMG LLP, 15 Canada Square, Canary Wharf, London E14 5GL
Custodian <i>Principal place of business:</i>	The Northern Trust Company 50 South LaSalle Street, Chicago, Illinois, USA
<i>Who may also act under this power through its London branch:</i>	50 Bank Street, Canary Wharf, London E14 5NT
Trustee	NatWest Trustee and Depositary Services Limited House A, Floor 0 Gogarburn 175 Glasgow Road Edinburgh EH12 1HQ
Investment Managers	Rothschild & Co Wealth Management UK Limited New Court, St. Swithin's Lane, London EC4N 8AL www.rothschildandco.com Investec Wealth and Investment Limited 30 Gresham Street, London EC2V 7QN www.investec.com Brown Advisory Limited 6-10 Bruton Street, London W1J 6PX www.brownadvisory.com
Financial Conduct Authority ('FCA')	12 Endeavour Square, London E20 1JN