



LIME GROVE FUND

PROSPECTUS

This document is the Prospectus of LIME GROVE FUND (the "Company") and is dated, and valid, as at 12 December 2023. This document replaces any previous prospectuses issued by the Company.

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.

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

CONTENTS

Paragraph	Page Number
Introduction	1
The Company	6
The Structure of the Company	7
Investment Objective and Policy, Investor Profile and Investment and Borrowing Powers	8
Reporting, Distributions and Accounting Dates	8
Characteristics of Shares	9
Dealing in Shares	9
Meetings of Shareholders, Voting Rights and Service of Notices or Documents	14
Management and Administration of the Company	16
Charges and Expenses	23
Valuation and Pricing of Scheme Property	28
Taxation	31
Risk Profile Management	35
Leverage	36
Fair Treatment of Investors	38
Recognition and Enforcement of Judgments	39
Further Information	39
Appendix A	43
Appendix B	46
Appendix C	63
Appendix D	67
Appendix E	69
Appendix F	Error! Bookmark not defined.
Appendix G	70

LIME GROVE FUND

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

The Company has been established as a Non-UCITS retail scheme. It is not intended that the Company will be marketed outside the UK. The ACD of the Company, Thesis Unit Trust Management Limited, (the "ACD") is responsible for the information contained in this Prospectus. To the best of the ACD's knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained in this Prospectus does not contain any untrue or misleading statement or omit any matters required by COLL and FUND to be included in it. The ACD accepts responsibility accordingly.

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

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

The shares have not been and will not be registered under the 1933 Act or the securities laws of the United States. The shares 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 shares in the United States or to US Persons may constitute a violation of US law. The Company has not been and will not be registered under the 1940 Act and investors will not be entitled to the benefit of registration.

The shares 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 shares 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 Company 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 ACD. A prospective investor may be required at the time of acquiring shares to represent that such investor is a qualified holder and not a US Person or acquiring shares 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 ACD to an investment does not confer on the investor a right to acquire shares in respect of any future or subsequent application.

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

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

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

Neither the ACD 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.

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 ACD.

Data Protection

The personal details of each applicant for shares and each shareholder will be held by the ACD and/or the Administrator as its agent in accordance with Data Protection Laws for the purposes of carrying out the ACD's agreement with each shareholder. This may include the transfer of such data to other members of the ACD's group and to other businesses providing services to the ACD (including their offices outside the UK, where the transfer is necessary for the provision of services in relation to the ACD's role as operator of the Company. 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 ACD will take steps to ensure that your privacy rights are respected.

Shareholders have the right to access their personal data processed by the ACD together with (in certain circumstances) the right to object to the processing of such data for legitimate reasons. A copy of the ACD's Privacy Notice relating to investors is available at www.tutman.co.uk or on request from compliance@tutman.co.uk.

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 and Controls Source book and Joint Money Laundering Steering Group guidance notes (which are updated from time to time) state that the ACD must check your identity and the source of the money invested. The ACD 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 shares you are giving the ACD 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 ACD with your application.

RISK FACTORS

- **Collective investment schemes should be regarded as long term investments.**
- **The value of the shares in the Company is based upon the value of the underlying investments.**
- **The value of those investments and the income from them and consequently the value of the shares and the income from them, can go down as well as up and are not guaranteed.**
- **Past performance is not necessarily a guide to future performance.**
- **The Company may invest in currencies other than sterling. As a result, exchange rate changes may cause the value of overseas investments to rise or fall, and the value of the shares to go up or down.**
- **Investors may not get back the amount originally invested.**
- **Approved derivatives transactions may be used for investment purposes and Efficient Portfolio Management in accordance with the FCA Rules. The use of derivatives for investment purposes may increase the risk profile of the Company, and this is taken into account in the ACD's risk management policy. It is anticipated that the use of derivatives for Efficient Portfolio Management would be principally to hedge against currency risks and to reduce, rather than to increase, the risk profile to the Company.**
- **The Company may invest in warrants. A warrant is a time-limited right to subscribe for shares, derivatives, loan stock or government securities and is exercisable against the original issuer of the underlying securities. A relatively small movement in the price of the underlying security results in a disproportionately large movement, unfavourable or favourable, in the price of the warrant. The prices of warrants can therefore be highly volatile.**
- **The Company may, subject to the FCA Rules, invest in unregulated (also known as 'non-registered' or 'non-authorized') collective investment schemes. These types of schemes are not subject to the same restrictions on investment powers or on how they are run regulated schemes, and therefore may be considered higher risk.**

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 the scheme's net asset value.
- **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 Company and the value of distributions paid to shareholders.**

- **Emerging markets:** More political, economic or structural challenges face emerging markets or less developed countries than developed countries which may increase volatility and uncertainty.
- **Fund of Funds:** The Company may invest in other collective investment schemes and as such the Company will bear its portion of the expenses of the other collective investment scheme. These fees will be in addition to the management fees and other expenses which a Company bears directly with its own operations. Where the Company invests in collective investment schemes to meet its objective, the Company and the ACD may not have control over the activities of any collective investment scheme invested in by the Company, and as such the objectives and risk profiles of those underlying funds may not (always) be fully in line with those of the Company.
- **The Depositary may delegate the function of safekeeping of Financial Instruments to the Custodian, who may in turn appoint a custody agent. The Depositary 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 Company. 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 Company may not recover all of its Financial Instruments.**

LIME GROVE FUND PROSPECTUS

1. INTRODUCTION

1.1 This document is the Prospectus of the Company.

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

"ACD"	the authorised corporate director holding office as such from time to time pursuant to the Rules and the ACD Agreement between the Company and the ACD, being Thesis Unit Trust Management Limited, and its successor or successors as authorised corporate director of the Company;
"Act"	the Financial Services and Markets Act 2000;
"Administrator"	means Northern Trust Global Services SE, or such other entity as is appointed to act as administrator to the Company from time to time;
"AIF"	an alternative investment fund within the scope of the UK AIFM regime;
"AIFM"	means an alternative investment fund manager for the purposes of the UK AIFM regime;
"AIFMD"	the Alternative Investment Fund Managers Directive (2011/61/EU);
"AIFMD Level 2 regulation"	as defined in the FCA Glossary;
"AIFMD UK regulation"	the Alternative Investment Fund Managers Regulations 2013 (SI 2013/1773);
"Approved Bank"	in relation to a bank account opened for the Company: <ol style="list-style-type: none">1) if the account is opened at a branch in the UK;<ol style="list-style-type: none">i) the Bank of England; orii) the central bank of a member state of the OECD; oriii) a bank; oriv) a building society; orv) a bank which is supervised by the central bank or other banking regulator of a member state of the OECD; or2) if the account is opened elsewhere:<ol style="list-style-type: none">i) a bank in 1); orii) a bank which is regulated in the Isle of Man or the Channel Islands; or3) a bank supervised by the South African Reserve Bank; or4) a credit institution established in an EEA State and duly authorised by the relevant Home State regulator,

	as such definition may be updated in the FCA Glossary from time to time;
"Business Day"	any day, or part of a day, which is not a Saturday, a Sunday or a public holiday, on which banks are ordinarily open for business in the City of London;
"CASS"	the requirements relating to holding client assets and client money published by the FCA as part of the FCA Handbook, as amended or replaced from time to time;
"COLL"	the Collective Investment Schemes sourcebook published by the FCA as part of the FCA Handbook made under the Act as may be amended, supplemented, or replaced, from time to time;
"CCP"	as defined in the FCA Glossary;
"Custodian"	the person who provides custodian services to the Company, being The Northern Trust Company, and its successor or successors as custodian;
"Data Protection Laws"	means 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: <ul style="list-style-type: none"> (a) the UK GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; (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 Prospectus); and (e) any final and binding 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);
"Depository"	the person to whom is entrusted the safekeeping of all of the Scheme Property of the Company (other than certain scheme property designated by the FCA Rules), being NatWest Trustee and Depository Services Limited and its successor or successors as depository;
"Depository Agreement"	the agreement between the Company, the ACD and the Depository regarding the appointment of the Depository;
"EEA"	the European Economic Area;
"EEA State"	a member state of the European Union and any other state which is within the EEA;
"Efficient Portfolio Management"	techniques and instruments which relate to transferable securities and approved money-market instruments and which fulfil the following criteria:

they are economically appropriate in that they are realised in a cost effective way;

they are entered into for one or more of the following specific aims:

- i. reduction of risk;
- ii. reduction of cost;
- iii. generation of additional capital or income for the Company with a risk level which is consistent with the risk profile of the Company and the risk diversification rules laid down in COLL;

"Eligible Institution"	as defined in the FCA Glossary;
"EMIR"	as defined in the FCA Glossary;
"ERISA Plan"	(i) any retirement plan subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) any individual retirement account or plan subject to Section 4975 of the United States Internal Revenue Code of 1986, as amended; or (iii) an entity whose assets include plan assets by reason of a plan's investment in the entity (generally because 25% or more of a class of equity interests in the entity is owned by plans);
"EUWA"	the European Union (Withdrawal) Act 2018;
"FATCA"	the Foreign Account Tax Compliance Act (US);
"FCA"	the Financial Conduct Authority or any successor regulatory body;
"FCA Glossary"	the glossary giving the meanings of the defined expressions used in the FCA Handbook as amended from time to time;
"FCA Handbook"	the FCA Handbook of rules and guidance, including COLL and FUND, as amended from time to time;
"FCA Rules"	the rules contained in COLL and FUND but, for the avoidance of doubt, not including guidance or evidential requirements contained in either sourcebook;
"Financial Instrument"	as defined in the FCA Glossary;
"FUND"	the Investment Funds sourcebook published by the FCA as part of the FCA Handbook made under the Act as 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, and its successor or successors as fund accountant;
"Home State"	as defined in the FCA Glossary;

"Instrument of Incorporation"	the instrument of incorporation constituting the Company, as amended from time to time;
"International Tax Compliance Regulations"	the International Tax Compliance Regulations 2015 (SI 2015/878), as amended or re-enacted from time to time;
"Investment Adviser"	an investment adviser retained by the ACD pursuant to the FCA Rules, being Cerno Capital Partners LLP and its successor or successors as investment adviser to the Company;
"Non-UCITS retail scheme" or "NURS"	an authorised fund which is not a UK UCITS, a qualified investor scheme or a long-term asset fund;
"OECD"	the Organisation for Economic Co-operation and Development;
"OEIC Regulations"	The Open-Ended Investment Companies Regulations 2001 (SI 2001/1228), as amended or re-enacted from time to time;
"OTC"	over the counter;
"Register"	the register of shareholders of the Company;
"Registrar"	the person who maintains the Register, being Northern Trust Global Services SE and its successor or successors as registrar;
"Rules"	the FCA Rules and any other regulations that may be made under section 262 of the Act and for the time being in force;
"Scheme Property"	as defined in the FCA Glossary;
"Securities Financing Transactions or SFTs"	has the meaning set out in the FCA Glossary;
"SYSC"	the Senior Management Arrangements, Systems and Controls sourcebook issued by the FCA pursuant to the Act, as amended or replaced from time to time;
"Total Return Swaps or TRSs"	means total return swaps as defined by the UK Securities Financing Transactions Regulation;
"UCITS Directive"	the European Parliament and Council Directive of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) (No. 2009/65/EC) as amended;
"UK AIF"	has the meaning set out in the FCA Glossary;
"UK AIFM"	the alternative investment fund manager for the purpose of the UK AIFM regime;
"UK AIFM regime"	means:

	<ul style="list-style-type: none"> (1) the AIFMD UK regulation; (2) the AIFMD Level 2 regulation; and (3) all other UK law and regulation (including FUND) which, when made, implemented AIFMD in the UK.
"UK GDPR"	means 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 Securities Financing Transactions Regulation"	means Regulation (EU) of the European Parliament and the Council of 25 November 2015 on transparency of securities transactions and of reuse and amending Regulation (EU) No 648/2012, as amended for the purposes of bringing the regulation into domestic law;
"UK UCITS"	as defined in the FCA Glossary;
"United Kingdom" or "UK"	the United Kingdom of Great Britain and Northern Ireland;
"United States" or "US"	the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;
"US Persons"	<p>a person who is in either of the following two categories:</p> <ul style="list-style-type: none"> 1. a person included in the definition of "U.S. person" under Rule 902 of Regulation S under the 1933 Act; or; 2. a person excluded from the definition of a "Non-United States person" as used in Commodity Futures Trading Commission ("CFTC") Rule 4.7; <p>For the avoidance of doubt, a person is excluded from this definition of US Person only if they are outside both the definition of "U.S. person" in Rule 902 and the definition of "Non-United States person" under CFTC Rule 4.7;</p>
"VAT"	value added tax;
"1933 Act"	the United States Securities Act of 1933 (as may be amended or re-enacted); and
"1940 Act"	the United States Investment Company Act of 1940 (as may be amended or re-enacted).

- 1.3 Headings used in this Prospectus are for convenience only and shall not affect their meaning or legal effect.
- 1.4 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.
- 1.5 References to the plural shall include the singular and vice versa.
- 1.6 Unless otherwise defined in paragraph 1.2 above or elsewhere in this Prospectus, words or expressions defined in, or for the purposes of the OEIC Regulations, the Act or the FCA Handbook shall bear the same meanings in this Prospectus.
- 1.7 References to statutes, statutory provisions or regulations (including any provision of the FCA Handbook) shall include those statutes, provisions, regulations, or provision of the FCA Handbook as amended, extended, consolidated, substituted or re-enacted from time to time and, in particular, references to Regulations and/or Directives of the European Union shall, where appropriate, include all domestic law and regulation enacted (or re-enacted) for the purpose of bringing such European Union law and regulation into domestic law and regulation.

2. THE COMPANY

- 2.1 The Company is an investment company with variable capital for the purposes of the Act.
- 2.2 The Company was authorised by the FCA pursuant to an authorisation order dated 23 April 2019 and was launched on 26 March 2021. The Company registration number is IC010994 and its product reference number is 840603.
- 2.3 The base currency of the Company is pounds sterling.
- 2.4 The minimum share capital of the Company is £1 (one pound sterling) and the maximum share capital is £1,000,000,000 (one billion pounds sterling).
- 2.5 The head office of the Company is at Exchange Building, St John's Street, Chichester PO19 1UP. This is the address in the UK for service on the Company of notices or other documents required or authorised to be served on it.
- 2.6 Historical performance figures for the Company are set out in Appendix F.
- 2.7 Shareholders are not liable for the debts of the Company.
- 2.8 The Company has unlimited duration and will continue until wound up in accordance with the Rules.
- 2.9 It is not intended that the Company will be marketed outside the UK.

2.10 Winding up the Company

2.10.1 The Company may be wound up under chapter 7.3 of COLL or as an unregistered company under Part V of the Insolvency Act 1986. Winding up of the Company under COLL is only permitted when (a) effect under regulation 21 of the OEIC Regulations, to proposals to wind up the Company, may be given and (b) a statement has been prepared and delivered to the FCA under COLL 7.3.5 R, prior to satisfaction of condition (a).

2.10.2 Subject to the foregoing, the Company will be wound up under COLL:

- (a) if an extraordinary resolution of shareholders of the Company to that effect is passed; or
 - (b) when the period (if any) fixed for the duration of the Company by the Instrument of Incorporation expires or any event occurs for which the Instrument of Incorporation provides that the Company is to be wound up; or
 - (c) on the date stated in any agreement by the FCA in response to a request from the ACD for the winding up of the Company; or
 - (d) on the effective date of a duly approved scheme of arrangement which is to result in the Company ceasing to hold any Scheme Property.
- 2.10.3 If any of the events set out in paragraphs 2.10.2(a) to 2.10.2(d) above occur, the FCA Rules concerning pricing and dealing and investment and borrowing powers will cease to apply. The Company must cease to issue, cancel, sell or redeem shares except in respect of final calculation under COLL 7.3.7(R).
- 2.10.4 The winding up of the Company under the COLL Sourcebook is carried out by the ACD which will, as soon as practicable, cause the property of the Company to be realised and the liabilities to be met out of the proceeds. Provided that there are sufficient liquid funds available after making provision for the expenses of winding up and the discharge of the liabilities of the Company the ACD may arrange for interim distribution(s) to be made to shareholders. When all liabilities have been met, the balance (net of a provision for any further expenses) will be distributed to shareholders.
- 2.10.5 Shareholders will be notified of any proposal to wind up the Company. On commencement of such winding up the Company will cease to issue and cancel shares and transfers of such shares shall cease to be registered.
- 2.10.6 On completion of the winding up of the Company will be dissolved and any money (including unclaimed distributions) standing to the account of the Company will be paid into court within one month of dissolution.
- 2.10.7 Following the completion of the winding up of the Company, the ACD must prepare a final account showing how the winding up took place and how the Scheme Property was distributed. The auditors of the Company shall make a report in respect of the final account stating their opinion as to whether the final account has been properly prepared. This final account and the auditors' report must be sent to the FCA and to each Shareholder within four months of the winding up.

3. THE STRUCTURE OF THE COMPANY

- 3.1 The Company is a Non-UCITS retail scheme, being a category of authorised scheme for the purposes of COLL 1.2.1R and an UK AIF for the purposes of FUND and the UK AIFM regime.
- 3.2 The Company is a collective investment scheme in which each investor's funds are pooled with all other investors' funds. The ACD takes reasonable steps to ensure that each investment transaction carried out within the Company is suitable for the Company, having regard to the investment objective and policy of the Company. This Prospectus is intended to provide information to potential investors about the Company.

4. INVESTMENT OBJECTIVE AND POLICY, INVESTOR PROFILE AND INVESTMENT

AND BORROWING POWERS

- 4.1 The investment objective of the Company is set out in Appendix A.
- 4.2 The investment policy of the Company is set out in Appendix A.
- 4.3 The profile of the typical investor for whom the Company is designed is set out in Appendix A.
- 4.4 Details of the investment and borrowing powers of the Company are set out in Appendix B.
- 4.5 The investment objectives and policy set out in Appendix A are subject to the limits on investment under the FCA Rules and the investment and borrowing powers of the Company as set out in Appendix B of this Prospectus.

5. REPORTING, DISTRIBUTIONS AND ACCOUNTING DATES

- 5.1 The Company's accounting reference date, accounting periods and income allocation dates are:

Accounting reference date	31 December
Interim accounting reference date	30 June
Annual income allocation date	30 April
Interim income allocation date	31 August

- 5.2 Distributions of income for the Company are made on or before the annual income allocation date and on or before the interim income allocation date in each year.
- 5.3 Long reports will be published, and made available, within four months after the end of the annual accounting period and within two months after the end of the interim accounting period respectively.
- 5.4 Long reports will be made available (free of charge) on request from the ACD, and available (without charge) for inspection by the public during normal working hours at the ACD's place of business set out in Appendix G.

5.5 Payment of distributions

- 5.5.1 The income available for distribution is determined in accordance with COLL. It comprises all income received or receivable for the account of the Company in respect of the accounting period concerned, after deducting net charges and expenses paid or payable out of such income and after making such adjustments as the ACD considers appropriate, after consulting with the Company's auditors, in accordance with COLL, in relation to taxation and other matters.
- 5.5.2 Each holder of income shares is entitled, on the interim income allocation date and the annual income allocation date, to the income attributable to his holding.
- 5.5.3 Income on accumulation shares is not distributed but is accumulated, being automatically reinvested after the annual accounting reference date and half yearly accounting dates, and is reflected in the price of an accumulation share.
- 5.5.4 The ACD reserves the right to change or create additional accounting and income distribution dates, usually as a result of accounting or taxation changes.

5.5.5 On the income allocation dates, an amount, as determined by the ACD in accordance with the Instrument of Incorporation, is either paid, reinvested or accumulated to those shareholders who are entitled to the distribution by evidence of their holding on the Register at the previous accounting date. Payments will be made by means of direct credit to the shareholder's nominated bank account. If a nominated bank account is not provided, a cheque will be sent out, within four Business Days, to the shareholder's address as appearing in the Register. If the income allocation date is not a Business Day, payment will be made on the next Business Day.

5.5.6 Any distribution that remains unclaimed for a period of 6 years after the distribution became due for payment will be forfeited and shall revert to the Company.

6. CHARACTERISTICS OF SHARES

6.1 The Company will issue income and accumulation shares of each class. Details of available share classes are set out at Appendix A.

6.2 Income receivable in respect of income shares is distributed to shareholders. Holders of accumulation shares are not entitled to be paid the income attributable to such shares, but that income is automatically transferred to (and retained as part of) the capital assets of the Company at the end of the relevant distribution period and is reflected in the price of an accumulation share.

6.3 Where the Company has different classes of shares, each class may attract different charges and so monies may be deducted from classes in unequal proportions. In these circumstances the proportionate interests of the classes within the Company will be adjusted accordingly.

6.4 The price of the shares is expressed in pounds sterling and the shares themselves have no nominal value.

6.5 The rights attaching to the shares may be expressed in two denominations and the proportion of a larger denomination share represented by a smaller denomination share shall be one thousandth of the larger denomination share.

6.6 No certificates are issued to shareholders.

6.7 Title to shares is evidenced by the entry on the Register; shareholders may but need not support an instruction to the ACD by enclosing the contract note or the most recent annual statement or copies of such documents.

6.8 Shares in the Company are not listed or dealt in on any investment exchange.

6.9 The Company reserves the right to issue Shares expressed in a different currency from time to time.

6.10 The rights attached to a Class of Shares may be varied in accordance with the FCA Rules.

6.11 Within the Company, and subject to the class and the denomination of the Shares that they hold, Shareholders are entitled to participate equally in the profits arising in respect of, and in the proceeds of the liquidation of, the Company.

6.12 All transactions in Shares are governed by the laws of England and Wales.

7. DEALING IN SHARES

7.1 Buying shares

- 7.1.1 The dealing office of the ACD is open from 9.00am until 5.00pm each Business Day during which the ACD may receive requests for the buying and selling of shares.
- 7.1.2 The ACD's normal basis of dealing is at a forward price plus or minus any applicable dilution levy, which means that transactions will be effected at prices determined at the next Valuation Point following the ACD's agreement to sell, or as the case may be, to redeem the shares in question (the "**dealing date**").
- 7.1.3 Shares may be purchased by sending a completed application form or clear written instructions to Thesis Unit Trust Management Limited at the dealing office of the Administrator. Alternatively shares may be purchased through the means of electronic communications (as set out in paragraph 7.9 below) or by obtaining an application form by telephoning the ACD's Customer Enquiry Line on 0333 300 0375.
- 7.1.4 A contract note giving details of the shares purchased will be issued no later than the next Business Day after the Business Day on which an application to purchase shares is received and instrumented by the ACD. Payment in full should be made not later than the fourth Business Day after the date of purchase, and the ACD reserves the right to require payment in advance.
- 7.1.5 An annual statement made up to 5 April will be issued to shareholders. This will detail the shareholder's current holding, transactions during the year, and income paid. Interim statements are available on request.
- 7.1.6 Investors buy and redeem shares through the ACD who nets them to reduce the number of shares issued or cancelled by the Company. When carrying out deals in shares, the ACD acts as principal but does not profit from this activity.

7.2 Minimum initial subscription and minimum shareholding

- 7.2.1 The minimum initial subscription and any subsequent subscription for shares is set out in Appendix A. The only restriction on holdings is the value of the holding as set out in Appendix A. There is no minimum number of shares which any shareholder need hold. The ACD reserves the right to reduce or waive minimum investment levels.
- 7.2.2 The ACD reserves the right to reject, on reasonable grounds, any application for shares in whole or in part, in which event, the ACD will return by post, any money sent, or the balance, for the purchase of shares which are the subject of the application, at the risk of the applicant.

7.3 Issue of shares in exchange for in specie assets

- 7.3.1 The ACD may arrange for the Company to issue shares in exchange for assets other than cash but will only do so where the Depositary has taken reasonable care to determine that the Company's acquiring of those assets in exchange for the shares concerned is not likely to result in any material prejudice to the interests of shareholders or potential shareholders.
- 7.3.2 The ACD will ensure that the beneficial interest in the assets is transferred to the Company with effect from the issue of the shares.
- 7.3.3 The ACD will not issue shares in the Company in exchange for assets the holding of which would be inconsistent with the investment objective of the Company.

7.4 Redeeming shares

- 7.4.1 At any time during a dealing day when the ACD is willing to issue shares it must also be prepared to redeem shares. The ACD will buy back shares from registered holders at not less than the price determined at the next Valuation Point following receipt of redemption instructions less any dilution levy.
- 7.4.2 The ACD may refuse to redeem a certain number of shares if the redemption will mean the shareholder is left holding shares with a value of less than the minimum initial subscription as set out in Appendix A.
- 7.4.3 Requests to redeem shares in the Company may be made to the ACD by telephone on the number stated above, or through the means of electronic communications (as set out in paragraph 7.9 below) or by sending clear written instructions.
- 7.4.4 A contract note giving details of the number and price of the shares sold back to the ACD will be sent to shareholders no later than the next Business Day after the shares were sold. In the event that the ACD requires a signed Form of Renunciation, e.g. in respect of joint holders, corporate holders or redemptions dealt through an agent, a Form of Renunciation will be attached.
- 7.4.5 When shares are redeemed, a cheque will be sent out within four Business Days of the Valuation Point of the Company immediately following receipt by the ACD of the request to redeem shares or the time when the ACD has received all duly executed instruments and authorisations as will vest to title in the ACD or enable it to arrange to do so, whichever is the later.
- 7.4.6 The ACD does not intend to make any charge other than possibly a dilution levy on the redemption of the shares.
- 7.4.7 The ACD is not required to issue a cheque in respect of the redemption of shares where it has not yet received the money due on the earlier issue of those shares.

7.5 In-specie redemptions

Where a shareholder requests redemption or cancellation of shares, the ACD may, at its discretion, give written notice to the shareholder before the proceeds would otherwise become payable that, in lieu of paying such proceeds in cash, the ACD will transfer to that shareholder property attributable to the Company having the appropriate value. The selection of the property to be transferred will be made by the ACD in consultation with the Depositary, with a view to achieving no more advantage or disadvantage to the shareholder requesting cancellation of his shares than to continuing shareholders. The ACD may retain out of the property to be transferred property or cash of a value equivalent to any stamp duty or stamp duty reserve tax to be paid to the redemption or cancellation of the shares.

7.6 Suspension of dealing

- 7.6.1 The ACD may if the Depositary agrees, or shall if the Depositary so requires, at any time, temporarily suspend the issue, cancellation, sale and redemption of shares if the ACD or Depositary (in the case of any requirement by the Depositary), believes that due to exceptional circumstances it is in the interests of shareholders or potential shareholders.
- 7.6.2 The ACD must ensure that a notification of the suspension is made to the shareholders as soon as practicable after the suspension commences, drawing shareholders' attention to the exceptional circumstances resulting in the suspension. Notification to shareholders must be clear, fair and not misleading. Shareholders will be kept informed in writing about updates on the suspension.

- 7.6.3 On suspension the ACD, or the Depositary if it has required the ACD to suspend dealing, must immediately inform the FCA stating the reasons for its actions and, as soon as practicable, give written confirmation of the suspension, and the reason for it, to the FCA.
- 7.6.4 The ACD and Depositary must formally review any such suspension at least every 28 days and inform the FCA of the results of their review and any change to the information provided to the FCA. Any such suspension may only continue for so long as it is justified having regard to the interest of the shareholders and must cease as soon as practicable after the exceptional circumstances have ceased.
- 7.6.5 The ACD must inform the FCA of the proposed re-start of dealing and, immediately after the re-start, must confirm in writing to the FCA.
- 7.6.6 The ACD may agree, during the suspension, to deal in shares, in which case all deals accepted during, and outstanding prior to, the suspension will be undertaken at a price calculated at the first Valuation Point after restart of dealings in shares.
- 7.6.7 Re-calculation of prices will commence on the Business Day immediately following the end of the suspension, at the relevant Valuation Point.
- 7.6.8 In addition, the FCA Rules may require the ACD to temporarily suspend the issue, cancellation, sale and redemption of shares in certain circumstances (for example, where the Company is invested in other authorised funds which are themselves suspended).

7.7 Mandatory transfers, redemptions and conversions

- 7.7.1 If it comes to the notice of the ACD that any shares ("affected shares") are owned directly or beneficially in breach of any law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory or by virtue of which the holder or holders in question is/are not qualified and entitled to hold such shares or if it reasonably believes this to be the case, the ACD may give notice to the holder(s) of the affected shares requiring either transfer of such shares to a person who is qualified or entitled to own them or that a request in writing be given for the redemption or cancellation of such shares in accordance with COLL. If any person upon whom such a notice is served does not within thirty days after the date of such notice transfer his affected shares to a person qualified to hold them or establish to the satisfaction of the ACD (whose judgement is final and binding) that he or the beneficial owner is qualified and entitled to own the affected shares, he shall be deemed upon the expiration of that thirty day period to have given a request in writing for the redemption of all the affected shares pursuant to COLL.
- 7.7.2 A person who becomes aware that he has acquired or is holding affected shares in breach of any law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory, or by virtue of which he is not qualified to hold such affected shares, shall forthwith, unless he has already received a notice as aforesaid, either transfer or procure the transfer of all his affected shares to a person qualified to own them or give a request in writing to procure that such a request for the redemption or cancellation of all his affected shares pursuant to COLL.
- 7.7.3 An amount equal to any tax charge incurred by the Company or for which the Company may be held liable as a result of a transfer pursuant to this paragraph 7.7 shall be recoverable from the Shareholder concerned.

7.7.4 Provided that they shall have exercised due care and diligence, no liability shall attach to the ACD or the Depositary by reason of any action taken or not taken by either of them with respect to the matters referred to in this paragraph 7.7.

7.7.5 In addition, where:

- (a) the ACD considers it is in the best interests of Shareholders; or
- (b) the ACD reasonably believes that the Shareholder no longer satisfies a requirement for remaining a shareholder of a particular Class;

the ACD may exchange a Shareholder's holding in one share class to another Class in the Company. The ACD shall give prior written notice to the shareholder concerned of the proposed exchange, including details of the new Class and reminding the affected Shareholder of its rights to redeem.

7.8 Large deals

For the purpose of Chapter 6 of COLL a large deal will be a deal in respect of shares exceeding the sum of 5% in value.

7.9 Electronic communications

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

- 7.9.1 prior agreement between the ACD and the person making the communication as to:
 - (a) the electronic media by which such communications may be delivered; and
 - (b) how such communication will be identified as conveying the necessary authority; and
- 7.9.2 assurance from any person who may give such authority on behalf of the investor that they will have obtained the required appointment in writing from the shareholder.

7.10 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 Company, provided that:

- 7.10.1 The ACD receives the money from a client in relation to the ACD's obligation to issue shares in the Company in accordance with COLL; or
- 7.10.2 The money is held in the course of redeeming shares, 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 7.10.1 or 7.10.2 above, the ACD 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 Depositary or the client

or, if direct issues and cancellations of shares by the Company are permitted, to the Company, as applicable.

In order to facilitate management of the Company, the ACD makes use of the delivery versus payment exemption on the issue of shares in respect of money received other than in the form of cheques. Money received in other payment forms for the issue of shares is, therefore, not protected under the Client Money Rules until the delivery versus payment exemption period has expired. Money received by the ACD in the form of redemptions, cheques or other remittances is paid directly into a client money account maintained by the ACD 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 ACD on monies credited to this account.

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

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

7.11 Direct issue and cancellation of Shares

The ACD may, in its absolute discretion, require, on agreement with the Depositary or may permit, on the request of the Shareholder, direct issues and cancellations of Shares by the Depositary. Should it do so, this Prospectus will be amended to provide details of the procedure to be followed.

8. MEETINGS OF SHAREHOLDERS, VOTING RIGHTS AND SERVICE OF NOTICES OR DOCUMENTS

- 8.1 The Company will not hold annual general meetings. Resolutions will be voted upon at extraordinary general meetings.
- 8.2 Copies of the service contracts between the Company and the ACD will be provided to shareholders on request.
- 8.3 A meeting of shareholders duly convened and held shall be competent by extraordinary resolution to require, authorise or approve any act, matter or document in respect of which any such resolution is required or expressly contemplated by the relevant regulations.
- 8.4 An extraordinary resolution is a resolution passed by a majority of not less than three-quarters of the votes validly cast (whether on a show of hands or on a poll) for the resolution at a general meeting, or, as the case may be, a class meeting, of shareholders.
- 8.5 Except where an extraordinary resolution is specifically required or permitted, any resolution of shareholders is passed by a simple majority of the votes validly cast at a general meeting of the shareholders.
- 8.6 A meeting of shareholders has no powers other than those contemplated by the Rules.
- 8.7 Shareholders must receive at least 14 days-notice of any meeting of shareholders and are entitled to be counted in the quorum and vote at any such meeting either in person

or by proxy.

- 8.8 The quorum at a meeting of shareholders shall be two shareholders present in person or by proxy.
- 8.9 At any meeting of shareholders, on a show of hands every shareholder 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.
- 8.10 On a poll, every shareholder who is present in person or by proxy shall have one vote for every share in the Company. A shareholder 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.
- 8.11 In the context of despatch of notice, "shareholders" means the persons who were entered in the Register seven days before the notice of meeting was given but excluding persons who are known not to be entered on the Register at the date of despatch of the notice.
- 8.12 In the context of voting, "shareholders" means the persons who were entered on the Register seven days before the notice of meeting was given but excluding any persons who are known not to be entered on the Register at the date of the meeting.
- 8.13 The ACD is not entitled to vote at or be counted in a quorum at a meeting of shareholders in respect of shares held or deemed to be held by the ACD, except where the ACD holds shares on behalf of, or jointly with, a person who, if himself the sole registered shareholder would be entitled to vote, and from whom the ACD has received voting instructions. Associates of the ACD are entitled to be counted in a quorum and, if they hold shares on behalf of a person who would have been entitled to vote if he had been a registered shareholder and they have received voting instructions from that person, may vote in respect of such shares pursuant to such instructions.
- 8.14 Any notice or document to be served upon a shareholder will be duly served if it is:
- 8.14.1 delivered to the shareholder's address as appearing in the Register; or
 - 8.14.2 delivered by using an electronic medium in accordance with paragraph 7.9.
- 8.15 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.
- 8.16 Any document left at a registered address or delivered other than by post is deemed to have been served on that day.
- 8.17 Any document or notice to be served on or information to be given to a shareholder, must be in legible form. For this purpose, any form is legible form which:
- 8.17.1 is consistent with the ACD's knowledge of how the recipient of the document wishes or expects to receive the document;
 - 8.17.2 is capable of being provided in hard copy by the ACD;
 - 8.17.3 enables the recipient to know or record the time of receipt; and
 - 8.17.4 is reasonable in the context.
- 8.18 The ACD must obtain the prior approval of shareholders by extraordinary resolution for any proposed change to the Company that is a fundamental change. This is a change or event which:
- 8.18.1 changes the purpose or nature of the Company;

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
N C Palios	Non-Executive Chair

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 ACD.

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 J Willson and G Stewart are not engaged in other business activities that are of significance to the Company.

The ACD is authorised and regulated by the FCA and is authorised to carry on certain permitted regulated activities in the UK in accordance with the Act. The address of the FCA is detailed in Appendix G.

The ACD is the sole director of the Company and its duties and obligations are governed by the terms of the agreement between the Company and the ACD (“the ACD Agreement”). The ACD Agreement provides that the ACD manage and administer the Company in accordance with the Act and the OEIC Regulations, the Instrument of Incorporation and the contents of this Prospectus.

The ACD Agreement may be terminated by either party on not less than 6 months’ written notice. The ACD Agreement contains detailed provisions relating to the responsibilities of the ACD and excludes it from any liability to the Company or any shareholder for any act or omission except in the case of negligence, wilful default, breach of duty or breach of trust in relation to the Company on its part. The ACD Agreement provides indemnities to the ACD other than the matters arising by reason of its negligence, wilful default, breach of duty or breach of trust in the performance of its duties and obligations.

The ACD 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 ACD has legal responsibility by maintaining an amount of own funds, and will comply with the qualitative requirements addressing such risks, in each case, in accordance with the UK AIFM regime and the FCA Rules. In addition, the ACD holds significant professional indemnity insurance against liability arising from professional negligence which is appropriate to the risks covered, and will comply with the qualitative requirements addressing such risks, in each case, in accordance with the UK AIFM regime and the FCA Rules.

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 Company;
- b) misrepresentations or misleading statements made to the Company 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 Company and its investors;
- iii) fiduciary duties;
- iv) obligations of confidentiality;
- v) the terms of the Instrument of Incorporation;
- vi) terms of appointment of the ACD by the Company;
- 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 share prices;
- f) losses arising from business disruption, system failures, failure of transaction processing or process management.

The ACD may also act as an authorised fund manager to other regulated collective investment schemes. As at the date of this Prospectus, the ACD acts as authorised fund manager of the schemes set out in Appendix E.

The fees to which the ACD is entitled are set out in paragraph 10.

Delegation

Subject to the FCA Rules and the UK AIFM regime, the ACD may delegate certain of its functions as UK AIFM. Accordingly:

- a) the ACD has delegated the provision of investment management services to the Investment Adviser; and
- b) the ACD has delegated certain administrative functions to the Registrar, the Administrator and the Fund Accountant.

The ACD has informed the FCA of such delegations in accordance with the FCA Rules and the UK AIFM regime.

The Depositary

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

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

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

The Depositary's principal activity is the provision of trustee and depositary services.

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

Duties of the Depositary

The Depositary is responsible for the safekeeping of the Scheme Property, monitoring the cash flows of the Company, and must ensure that certain processes carried out by the ACD are performed in accordance with the applicable rules and scheme documents.

Terms of Appointment

The appointment of the Depositary has been made under the terms of the Depositary Agreement between the Company, the ACD and the Depositary.

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

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

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

However, where the event which led to the loss of a Financial Instrument is not the result of the Depositary's own act or omission (or that of its sub-custodian), the Depositary is discharged of its liability for the loss of a Financial instrument where the Depositary can prove that the Depositary 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 ACD will inform investors without delay of any changes with respect to the Depositary's liability.

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

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

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

Details of the fees payable to the Depositary are set out in paragraph 10.5 (depositary's fees) of this Prospectus.

Conflicts of Interest

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

It is possible that the Depositary 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 Company, one or more shareholders, the ACD and/or other funds managed by the ACD or other funds for which the Depositary acts as the depositary, trustee or custodian. The Depositary will, however, have regard in such event to its obligations under the Depositary Agreement and the FCA Rules and, in particular, will use reasonable endeavours to ensure that the performance of its duties will not be impaired by any such involvement it may have and that any conflicts which may arise will be resolved fairly and in the best interests of shareholders collectively so far as practicable, having regard to its obligations to other clients.

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

The Depositary is under no obligation to account to the ACD, the Company or the shareholders for any profits or benefits it makes or receives that are made or derived from or in connection with its role as depositary.

9.2 The Registrar, Administrator and Fund Accountant

The ACD has delegated specific functions to Northern Trust Global Services SE.

Northern Trust Global Services SE are appointed to provide certain administrative and fund accountancy services, in addition to acting as Registrar to the Company.

The address for Northern Trust Global Services SE is set out in Appendix G.

The Register is kept and may be inspected at the Registrar's office located at 50 Bank Street, Canary Wharf, London E14 5NT.

The duties of the Registrar and Administrator include:

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

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

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

The Company does not currently require the services of a prime broker.

9.3 Investment adviser

The ACD is responsible for the overall investment management and administration of the Company. The ACD has delegated its day-to-day responsibility for investment management to the following Investment Adviser to the Company:

Cerno Capital Partners LLP a limited liability partnership incorporated in England on 6 March 2007 with number OC326579. Its registered office and principal place of business is at the address set out in Appendix G.

Cerno Capital Partners LLP is authorised to carry on investment business in the UK by virtue of its authorisation and regulation by the FCA. The Investment Adviser may only sub-delegate its functions with the prior consent of the ACD.

The appointment of the Investment Adviser has been made under an agreement between the ACD and the Investment Adviser (the "Investment Management Agreement"). The Investment Management Agreement is terminable immediately without notice by the ACD when it is in the interests of shareholders, and on three months' notice by the Investment Adviser.

The Investment Management Agreement contains provisions to the following effect:

- a) the ACD will indemnify the Investment Adviser against certain losses incurred by the Investment Adviser but, in the absence of fraud, the ACD's liability will be limited to the assets of the Company available to meet such a claim;
- b) the Investment Adviser will be liable for certain losses suffered by the ACD or the Company;
- c) the Investment Adviser shall not be liable for any non-performance of its obligations due to causes beyond its control; and
- d) the Investment Management Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

The main legal implications of the contractual relationship entered into for the purpose of investment in the Company are as follows:

- a) by investing in the Company through the means of electronic Communications (as set out in paragraph in 7.9), by telephone or by submitting an application form to Thesis Unit Trust Management Limited at the dealing office of the Administrator, the investor makes an offer to subscribe for shares which, once it is accepted by the ACD, or the Administrator on its behalf, has the effect of a binding contract to subscribe for shares.
- b) the provisions of the scheme documents made between the ACD and the Depositary by way of which the Company is constituted, as the same may be amended from time to time are binding on each of the shareholder (who are taken to have notice of them) as if that shareholder was a party to it with effect on and from the date that any person has become a shareholder.
- c) 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 Company, the ACD and shareholders of the Company 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 shareholder's investment in the Company or any related matter.

- d) the scheme documents may be amended by agreement between the ACD and the Depositary.
- e) absent a direct contractual relationship between a shareholder and the relevant service provider, shareholders generally have no direct rights against the relevant service provider and there are only limited circumstances in which a shareholder 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 Company by the relevant service provider is, prima facie, the Company itself or the ACD acting on behalf of the Company, as the case may be.
- f) the Investment Adviser 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 Adviser may therefore trade and compete with fund managers and funds on an arm's length basis. In addition, the Investment Adviser may make investments in other funds managed or advised by it.

The Investment Adviser has discretion to enter into foreign exchange hedging transactions and borrowings on behalf of the Company. The Investment Adviser 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 Company and/or to implement the currency hedging strategy.

The principal activity of the Investment Adviser is acting as an investment manager and adviser.

In accordance with the FCA Rules and applicable law and regulation, the ACD must act in the best interests of the Company when executing decisions to deal on behalf of the Company and must establish and implement an order execution policy to allow it to obtain the best possible result. The Investment Adviser is authorised to deal on behalf of the Company.

The Investment Adviser is required to comply with its own order execution policy. A copy of the Investment Adviser's execution policy is available on request from the ACD, or may be available from the Investment Adviser's website, listed in Appendix G.

Copies of the Investment Adviser's execution policy and voting policy are available from the ACD on request.

The Investment Adviser is not part of the same corporate group as the ACD.

9.4 Auditors

The Auditors of the Company are Grant Thornton UK LLP whose address is set out in Appendix G.

The duties of the Auditors are to carry out an annual audit of the Company 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 instrument constituting the scheme;

- 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 Company for the annual accounting period in question and the financial position of the Company as at the end of that period;
- c) whether the Auditor is of the opinion that proper accounting records for the Company 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 ACD for that period is consistent with the accounts.

9.5 Conflicts

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

- a) the delegate and an investor in a Company 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 Company or the investors in the Company;
- c) the delegate has an interest in the outcome of a service or an activity provided to the ACD or the Company;
- 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 Company;
- e) the delegate receives or will receive from a person other than the ACD an inducement in relation to the collective portfolio management activities provided to the ACD and the Company in the form of monies, goods or services other than the standard commission or fee for that service.

The ACD 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 ACD 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.

10. CHARGES AND EXPENSES

10.1 ACD's preliminary charge

The ACD may receive, or waive in part or in whole, a preliminary charge upon the issue or sale of shares. The current preliminary charge is set out in Appendix A. If not waived, the preliminary charge will be charged upon the issue or sale of shares.

10.2 ACD's periodic charge

The ACD receives a periodic charge for managing the Company at a rate per annum of the value of the property of the Company accruing daily and payable out of the property of the Company. The current rate of the periodic charge is set out in Appendix A and is the same in respect of all classes of shares. The ACD is responsible for the payment of the fees of the Investment Adviser and those of any sub-advisers. Research costs will be paid for by the Investment Adviser out of this fee and shall not be borne by the Company.

10.2.1 Any increase of the preliminary or periodic charge may be made by the ACD only after giving 60 days' written notice to the shareholders.

10.2.2 The periodic charge in respect of the Company may, at the discretion of the ACD, be treated as an income charge and will be paid monthly in arrears.

10.3 Dilution levy

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

10.3.2 The ACD currently intends to charge a dilution levy in respect of 'large deals' (which, for these purposes are deals in respect of shares exceeding the sum of 5% in value) and reserves the right to charge a dilution levy based on prevailing market conditions. If the ACD charges a dilution levy it will be calculated by reference to the costs of dealing in the underlying investments of the Company, including any dealing spreads, commission and transfer taxes.

10.3.3 The need to charge a dilution levy will depend on the volume of sale and redemptions. The ACD may charge a discretionary dilution levy on the sale and redemption of shares if, in its opinion, the existing shareholders (for sales) or remaining shareholders (for redemptions) might otherwise be adversely affected. In particular, the dilution levy may be charged where the Scheme Property is in continual decline or in any case where the ACD is of the opinion that the interests of remaining shareholders require the imposition of a dilution levy. If a dilution levy is not charged in such circumstances, this may have an adverse effect on the future growth of the Scheme Property.

10.3.4 It is not possible to predict accurately whether dilution will occur at any point in time. Based on future projections, the ACD expects that the vast majority of sales and/or redemption of Shares will be "large deals" and that a dilution levy may be charged on the majority of deals.

10.3.5 The amount of the dilution levy will not exceed 3% of the value of the transaction before the imposition of the levy. This figure is based on the ACD's future projections of the likely impact of deals to which the dilution levy is applied on remaining shareholders.

10.3.6 The number of days on which a dilution levy has been applied between 1 July 2022 and 30 June 2023 is nil.

10.4 Redemption charge

10.4.1 The ACD Agreement contains a provision for the ACD to make a redemption charge. Details, if applicable, of the redemption charge are set out in Appendix A.

10.4.2 The ACD must not introduce a redemption charge, or change the rate or method of calculation of a current redemption charge, unless at least 60 days before the introduction or change, the ACD:

- (a) gave notice in writing of that introduction or change and of the date of its commencement, to the Depositary and to all the persons who ought reasonably to be known to the ACD to have made an arrangement for the purchase of shares at regular intervals; and
- (b) has revised the prospectus to reflect the introduction or change and the date of its commencement and has made the revised prospectus available.

10.5 Depositary's fees

10.5.1 Periodic fee

The Depositary is paid a monthly periodic fee (plus VAT) from the Scheme Property of the Company in remuneration for its services.

The Depositary's fee is calculated on the value of the Scheme Property of the Company in accordance with the Depositary Agreement and the FCA Rules, and payable out of the Company in accordance with the FCA Rules. For this purpose, the value of the Company is inclusive of the issues and cancellations which take effect as at the relevant Valuation Point.

The Depositary's fee shall accrue daily, and shall be calculated by reference to the value of the Company at the first Valuation Point on the first Business Day and shall end immediately before the next Valuation Point in each month. The Depositary's fee is payable on, or as soon as practicable after, the end of the month in which it accrued.

The current fees payable are:

0.0275% p.a.	on the first £50 million value of the property of the Company;
0.025% p.a.	on the next £50 million value of the property of the Company;
0.02% p.a.	on the next £100 million value of the property of the Company;
0.015% p.a.	thereafter.

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

10.5.2 Transaction and custody charges

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

Item	Range / Fees
Transaction charges	£7.50 to £180.00
Derivative transaction charges	£20 (if applicable)

Custody charges	up to 0.9% of the value of the holding involved subject to a minimum aggregate custody charge of £7,500 per annum
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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 ACD and the Depositary. Custody charges accrue and are payable as agreed from time to time by the ACD and the Depositary.

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

The Depositary 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 Instrument of Incorporation, the FCA Rules or by the general law.

On a winding up of the Company the Depositary 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 Depositary will be added to such fees, charges or expenses.

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

10.6 Administration, registration and valuation fees

10.6.1 The administration of the Company will be carried by Northern Trust Global Services SE, who also acts as Registrar. Its fees for registration services are charged on a monthly basis and will be paid by the Company. The disbursements listed in the "Other Expenses" paragraph below will also be paid by the Company. The current registration fee is £18 per annum per registered shareholder, £6 per shareholder transaction recorded electronically, £19 per shareholder transition recorded manually, with a minimum of £2,000 per annum.

10.6.2 Administration and valuation fees will be paid by the Company, are calculated and accrued daily and are charged to the Company on a monthly basis. The administration fees are set percentages applied to the value of the Company's Scheme Property. Subject to a minimum fee of £25,000 per annum, the current administration fee is:

0.07% per annum	on the value of the Scheme Property up to £50,000,000
0.05% per annum	on the value of the Scheme Property above £50,000,000 up to £100,000,000
0.03% per annum	on the value of the property thereafter

10.7 Other expenses

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

- a. broker's commission (excluding costs for research), fiscal charges (including stamp duty and/or stamp duty reserve tax) and other disbursements which are necessary to be incurred in effecting transactions for the Company and normally shown in contract notes, confirmation notes and difference accounts as appropriate;
- b. expenses properly incurred by the ACD in the performance of its duties as ACD of the Company, including without limitation, the costs of preparation and distribution of reports, accounts, and any prospectuses, key investor information documents, (or similar documents) (in the case of the key investor information documents (or similar documents) only preparation and not distribution may be charged), the Instrument of Incorporation and any costs incurred as a result of changes to any prospectus or the Instrument of Incorporation, periodic updates of any other administrative documents, as well as the cost of maintaining other documentation required to be maintained in respect of the Company;
 - i. any costs incurred by the Company in publishing the price of the shares;
 - ii. any costs incurred in producing and dispatching any payments made by the Company, or the periodic reports of the Company;
 - iii. any reasonable general disbursements relating to postage and communication costs incurred in the proper performance of the transfer agent's duties relating to the Company, which are currently carried on by the Registrar;
 - iv. any fees or costs associated with any CASS related support activity incurred by the Registrar;
 - v. any fees, expenses or disbursements of any legal or other professional adviser of the Company or of the ACD in relation to the Company;
 - vi. any costs incurred in taking out and maintaining an insurance policy in relation to the Company;
 - vii. any costs incurred in respect of meetings of shareholders convened for any purpose including those convened on a requisition by shareholders not including the ACD or an associate of the ACD;
 - viii. liabilities on amalgamation or reconstruction including certain liabilities arising after transfer of property to the Company in consideration for the issue of shares as more fully detailed in COLL;

- ix. interest on borrowings and charges incurred in effecting or terminating such borrowings or in negotiating or varying the terms of such borrowings;
- x. taxation and duties payable in respect of the property of the Company or the issue or redemption of shares;
- xi. the audit fees of the Auditors (including VAT) and any expenses of the Auditors;
- xii. the fees of the FCA as prescribed in the FEES Manual of the FCA's Handbook together with any corresponding periodic fees of any regulatory authority in a country or territory outside the UK in which shares in the Company are or may be marketed;
- xiii. the total amount of any cost relating to the application for authorisation and incorporation of the Company and of its initial offer or issue of shares;
- xiv. any payments otherwise due by virtue of COLL; and
- xv. any value added or similar tax relating to any charge or expense set out herein.

10.8 Allocation of charges and expenses

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

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

11. VALUATION AND PRICING OF SCHEME PROPERTY

- 11.1 The Company will be valued on a daily basis on each Business Day at 12 noon (the "**Valuation Point**") for the purpose of determining the price at which shares in the Company may be purchased or redeemed.
- 11.2 There will only be a single price for any share as determined from time to time by reference to a particular Valuation Point.
- 11.3 The shares will be priced in pounds sterling.
- 11.4 The Company will be valued on a net asset value basis to determine the price of the shares ("NAV price"). Except in circumstances where the application of a dilution levy applies shares will be redeemed at the NAV price and purchased at a price that includes a preliminary charge at the rate applying to the Company (see "**Charges and Expenses**").
- 11.5 Out of the preliminary charge, the ACD may pay commission to qualifying intermediaries, including the Investment Adviser and its associates.
- 11.6 The net asset value of the property of the Company shall be the value of its assets less the value of its liabilities determined in accordance with the following provisions which are set out in the Instrument of Incorporation.

- 11.7 All the property of the Company (including receivables) is to be included when valuing the Company, subject to the following provisions:
- 11.7.1 property which is not cash (or other assets dealt with in paragraphs 11.7.2 and 11.7.3 below) shall be valued as follows and the prices used shall (subject as follows) be the most recent prices which it is practicable to obtain:
- i. units or shares in a collective investment scheme:
 - ii. if a single price for buying and selling units or shares is quoted, at that price; or
 - iii. if separate buying and selling prices are quoted, at the average of the two prices provided the buying price has been reduced by a preliminary charge included therein and the selling price has been increased by an exit or redemption charge attributable thereto; or
 - iv. if, in the opinion of the ACD, 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 ACD, is fair and reasonable;
- 11.7.2 exchange-traded derivative contracts:
- i. if a single price for buying and selling the exchange-traded derivative contract is quoted, at that price; or
 - ii. if separate buying and selling prices are quoted, at the average of the two prices;
- 11.7.3 over-the-counter derivative contracts shall be valued in accordance with the method of valuation as shall have been agreed between the ACD and the Depositary;
- 11.7.4 any other investment:
- i. if a single price for buying and selling the security is quoted, at that price, or
 - ii. if separate buying and selling prices are quoted, at the average of the two prices; or
 - iii. if, in the opinion of the ACD, the price is obtained is unreliable or no recent traded price is available or if the most recent price does not reflect the ACD's best estimate of the value, at a value which, in the opinion of the ACD, is fair and reasonable; and
- 11.7.5 property other than that described in 11.7.1, 11.7.2, 11.7.3 and 11.7.4 above shall be valued at an amount which, in the opinion of the ACD, represents a fair and reasonable mid-market price;
- 11.7.6 cash and amounts held in current and deposit accounts and in other time-related deposits shall be valued at their nominal values;
- 11.7.7 in determining the value of the Scheme Property, all instructions given to issue or cancel shares shall be assumed (unless the contrary is shown) to have been carried out (and any cash paid or received) and all consequential action required by the OEIC Regulations or the Instrument of Incorporation shall be assumed (unless the contrary has been shown) to have been taken;

- 11.7.8 subject to paragraphs 11.7.9 and 11.7.10 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 ACD, their omission will not materially affect the final net asset amount;
- 11.7.9 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 11.7.8;
- 11.7.10 all agreements are to be included under paragraph 11.7.8 which are, or ought reasonably to have been, known to the person valuing the property assuming that all other persons in the ACD's employment take all reasonable steps to inform it immediately of the making of any agreement;
- 11.7.11 deduct an estimated amount for anticipated tax liabilities (on unrealised capital gains where the liabilities have accrued and are payable out of the property of the Company; on realised capital gains in respect of previously completed and current accounting periods; and on income where liabilities have accrued) time including (as applicable and without limitation) capital gains tax, income tax and corporation tax, value added tax, stamp duty and stamp duty reserve tax;
- 11.7.12 deduct an estimated amount for any liabilities payable out of the Scheme Property and any tax thereon treating periodic items as accruing from day to day;
- 11.7.13 deduct the principal amount of any outstanding borrowings whenever payable and any accrued but unpaid interest on borrowings;
- 11.7.14 add an estimated amount for accrued claims for tax of whatever nature which may be recoverable;
- 11.7.15 add any other credits or amounts due to be paid into the Scheme Property;
- 11.7.16 add a sum representing any interest or any income accrued due or deemed to have accrued but not received and any stamp duty reserve tax provision anticipated to the received; and
- 11.7.17 currencies or values in currencies other than base currency (as the case may be) the designated currency of the Company shall be converted at the relevant Valuation Point at a rate of exchange that is not likely to result in any material prejudice to the interests of shareholders or potential shareholders.

11.8 Hard-to-value assets

Where the ACD has reasonable grounds to believe that the price obtained is unreliable or the most recent price available does not reflect the ACD's best estimate of the value of the relevant investment at the relevant Valuation Point or no price or no recent price exists, the ACD may use a price which, in the opinion of the ACD, reflects a fair and reasonable price for that investment (the fair value price). In calculating any value, the ACD shall be entitled to rely on any valuations provided or attributed to any asset or liability by the Investment Adviser.

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

11.9 Pricing Basis

The ACD currently elects to deal on a forward basis, being the price calculated by reference to the next Valuation Point following the ACD's agreement to sell, or as the case may be, to redeem the shares in question.

11.10 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 783900.

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

The cancellation price last notified to the Depositary is available from the ACD upon request.

11.11 Income Equalisation

When an incoming shareholder purchases a share during an accounting period, part of the purchase price will reflect the relevant share of accrued income in the net asset value of the Company.

The first allocation of income in respect of that share refunds this amount as a return of capital. The amount of income equalisation is calculated by dividing the aggregate of the amounts of income included in the issue price of shares of the type in question issued or re-issued in a grouping period by the number of those shares and applying the resulting average to each of the shares in question.

Grouping for Equalisation

Grouping periods are consecutive periods within each annual accounting period, being the interim accounting periods (including the period from the end of the last interim accounting period in an annual accounting period to the end of that annual accounting period) as specified in paragraph 5 above. If there are no interim accounting periods the periods for grouping of shares will be annual accounting periods. Grouping is permitted by the Instrument of Incorporation for the purposes of equalisation.

12. TAXATION

The following summary is based on current UK law and HM Revenue & Customs practice. It summarises the UK tax position of Investment Companies with Variable Capital ("ICVC") and shareholders who are UK tax resident. However, it should not be regarded as definitive nor as removing the desirability of taking separate professional advice. Investors are advised to consult their professional tax adviser. Levels and bases of, and reliefs from, taxation are subject to change in the future.

12.1 Taxation of the Company

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

The Company will make dividend distributions except where over 60% of the Company'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 Company is liable to corporation tax on its income after relief for management expenses (which include fees payable to the ACD and to the Depositary) at the basic rate of income tax.

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

(C) Stamp Duty Reserve Tax

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

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

12.2 Taxation of shareholders

(A) Income

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

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

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

(B) Interest distributions

UK resident individuals

Interest distributions paid by the Company (save in respect of distributions to certain qualifying shareholders) 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, higher rate taxpayers are entitled to a reduced personal savings allowance and additional rate taxpayers have no personal savings allowance.

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

UK corporate shareholders

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

The Company 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 shareholders may be paid without deduction of income tax at source.

(C) Dividend distributions

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

UK resident individuals

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

UK corporate shareholders

UK resident corporate shareholders 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 UK corporate shareholders although the franked dividend portion should fall within an exemption from corporation tax.

(D) Chargeable gains

UK resident individuals

Shareholders 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 shares. Gains will be tax-free if after deduction of allowable losses they fall within an individual's annual capital gains exemption.

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

UK corporate shareholders

UK corporate shareholders (whose shares 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).

(E) Stamp Duty Reserve Tax

Generally, there will be no charge to SDRT when shareholders surrender or redeem their shares. However, where the redemption is satisfied by a non-pro rata in specie redemption, then a charge to SDRT may apply.

The ACD reserves the right to redeem the shares of any shareholder who jeopardises the tax status of the Company.

(A) Income equalisation – tax implications

The price of a share of a particular class is based on the value of that share class' entitlement in the Company, including the income of the Company since the previous distribution or, in the case of accumulation shares, deemed distribution. In the case of the first distribution received or accumulation made in respect of a share, 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 shareholder. This amount is, however, in the case

of income shares, deducted from the cost of the share in computing any capital gains. Equalisation applies only to shares purchased during the relevant accounting period. It is calculated as the average amount of income included in the issue price of all shares of the relevant class issued during the period.

(B) UK information reporting regime

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

(C) Tax Elected Fund ("TEF") regime

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

12.7 International Tax Compliance

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

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

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

Shareholders should note that:

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

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

13. RISK PROFILE MANAGEMENT

The ACD, in consultation with the Investment Adviser, has adopted a risk management process in respect of the Company enabling it to monitor and measure the risk of the Company's portfolio and contribution of the underlying investments to the overall risk

profile of the Company.

The ACD operates a liquidity risk management policy with a view to ensuring that shareholders are able to realise their shares 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 Company 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 Company'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 Company 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.

14. LEVERAGE (as defined by the UK AIFM regime)

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

- a) set a maximum level of leveraging which it may employ on behalf of the Company; and
- b) 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 Company, the ACD has set the following limits:

Derivative Type	Limits
Allowable on a 'substantial' basis	No
Unsecured cash borrowings	Not permitted
Secured cash borrowings	Up to 10% for liquidity purposes only. ONLY for short-term use.
Convertible borrowings	Not permitted
Interest rate swaps	Permitted
Contracts for differences	Permitted
Futures contracts	Permitted
Total return swaps	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

Derivative Type	Limits
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%

*NOTES:

***Gross Method**

Under this method the exposure of the Company 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 Company 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 Company expressed as a ratio of the Company's total exposure to its net asset value current ratio under the gross method is: **3:1**.

***Commitment Method**

Under this method the exposure of the Company 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 Company is calculated;
4. derivative instruments used for currency hedging purposes are excluded.

The maximum level of leverage for the Company expressed as a ratio of the Company's total exposure to its net asset value current ratio under the commitment method is: **2:1**.

Use of Leverage

The Company may use options, forwards and other derivative instruments for the purpose of hedging against either price or currency fluctuations. The ACD'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 Company; (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 Company's assets segregated to cover its obligations. Hedging strategies necessarily add costs to the Company.

15. UK SECURITIES FINANCING TRANSACTIONS REGULATION DISCLOSURE

The ACD is subject to the provisions of the UK Securities Financing Transactions Regulation.

The maximum exposure of the Company in respect of TRSs shall be 100% of the Net Asset Value of the Company. However, the Investment Adviser does not anticipate that the Company's exposure in respect of TRSs will exceed 10% of the Net Asset Value of the Trust.

As at the date of this Prospectus the Company does not use SFTs. However, the ACD reserves the right to permit the Company to use such instruments in the future.

Additional detail on the UK Securities Financing Transactions Regulation and the use of SFTs and TRSs is given in Appendix C.

16. FAIR TREATMENT OF INVESTORS

The ACD ensures fair treatment of investors by its compliance with the applicable rules in the COLL Sourcebook and FUND and with the rules contained in the FCA Handbook.

The ACD is required, under the FCA Handbook, to treat its customers fairly, when they become, remain or as they cease to be shareholders. The ACD 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.

The ACD and the Investment Adviser 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 ACD or the Investment Adviser. If such rights are granted, this would typically be to investors who invest significant amounts in the Company. Such investors would not typically be legally or economically linked to the ACD.

Any shareholder may be granted preferential treatment in relation to the terms of its investment in the Company by the ACD, the Investment Adviser and/or any other service provider to the Company.

The ACD and/or the Investment Adviser may enter into side letters and/or other arrangements ("Side Arrangements") with shareholders, including those deemed to involve a significant or strategic relationship, that will result in the terms of an investment in the Company being different to the terms applicable to other shareholders and/or provide the following preferential treatment:

- a) Disclosure / Reporting:
 - i. notification of (A) certain 'key man' events and/or (B) certain changes to the organisation of the Company 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 Company and/or its service providers (including, but not limited to, the Investment Adviser) or the relevant shareholder's investment in the Company;

- ii. notification if holdings in the Company by the relevant shareholder exceed specific levels; and/or
 - iii. the provision of certain limited information relating to the Investment Adviser and/or to the Company's assets, including in order to allow the relevant shareholder to comply with the laws and regulations to which it is subject.
- b) Investor Liquidity terms:
- i. ensure that redemptions of shares 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
 - ii. permit transferability of shares where there is no change of beneficial ownership.
- c) Fees:
- i. rebate some or all of the periodic charge payable in respect of the relevant shareholder's shares.
- d) Side Arrangements:
- i. The ACD's Risk Management Policy deals with Side Arrangements.
 - ii. The main conflict of interest with side letters is the potential for one or more investors to be advantaged over other investors by terms within their side letters. 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 ACD will give consideration as to whether the nature and scope of the provisions are consistent with treating all investors fairly.

Any side letter 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.

17. RECOGNITION AND ENFORCEMENT OF JUDGMENTS

The UK AIFM regime requires the ACD 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 Company is established). The laws of England and Wales provide a number of legal mechanisms for the recognition and enforcement of judgments.

18. FURTHER INFORMATION

18.1 Instrument of Incorporation and the Prospectus

Copies of the Instrument of Incorporation, the Prospectus, the ACD Agreement and the

most recent annual and half-yearly reports may be inspected at the head office of the ACD. Copies of these documents may be obtained free of charge on request from the ACD.

The address, for the ACD's office, is set out in Appendix G.

18.2 Telephone calls

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

Recordings will be provided on request for a period of at least five years from the date of such recording, or, where requested by a competent regulatory authority, for a period of seven years, where the ACD can identify the call. If you ask the ACD to send you a recording of a particular call, the ACD may ask for further information to help identify the exact call to which your request relates.

18.3 Future disclosures

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

- a) the percentage of the Company's assets which are subject to special arrangements arising from their illiquid nature;
- b) any new arrangements for managing the liquidity of the Company;
- c) the current risk profile of the Company and the risk management systems employed by the ACD to manage those risks; and
- d) the total amount of leverage employed by the Company, as applicable.

Shareholders will also be provided with information regarding changes to:

- a) the maximum level of leverage that the ACD may employ on behalf of the Company;
- b) any rights of re-use of collateral under the Company's leveraging arrangements; and
- c) any guarantee granted under the Company's leveraging arrangements.

This information will be made available to shareholders, 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 shareholders.

The annual report will also include (where relevant) information regarding the Company's use of SFTs and TRSs, as required by the UK Securities Financing Transactions Regulation.

18.4 Address for service

The address for service of notices or other documents required or authorised to be served on the Company is at its registered office at Exchange Building, St John's Street, Chichester PO19 1UP.

18.5 Complaints

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

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

18.6 Non-accountability for profits

Neither the Company, the ACD, the Depositary, the Investment Adviser (or any associate of the same) or the Auditors is liable to account to either each other or to shareholders for any profits or benefits it makes or receives that are made or derived from or in connection with:

- a) dealings in the shares of the Company; or
- b) any transaction in the Scheme Property; or
- c) the supply of services to the Company.

18.7 Amending the Prospectus

This Prospectus and/or any policies or procedures referred to herein may be reviewed or revised from time to time by the ACD in accordance with the FCA Rules.

18.8 Governing law

All transactions in Shares are governed by the laws of England and Wales.

By applying for Shares, the Shareholder agrees to be bound by the Instrument of Incorporation and this Prospectus (as may be amended from time to time). The Company, the Instrument of Incorporation and this Prospectus are governed by the laws of England and Wales. The Company, the ACD and Shareholders of the Company 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 Shareholder's investment in a Company or any related matter.

19. Conflicts of interest

The ACD, the Investment Adviser and other companies within the ACD's and/or the Investment Adviser's group may, from time to time, act as investment manager or adviser to other funds which follow similar investment objectives to those of the Company.

On occasion, an Investment Adviser may also act as adviser or discretionary investment manager to clients who invest in the Company such that a significant proportion of the Shares in issue in any one Company may be owned by advisory and/or discretionary management client(s) of the Investment Adviser.

It is therefore possible that the ACD and/or the Investment Adviser may, in the course of their business, have potential conflicts of interest with the Company or that a conflict exists between the Company and other funds managed or advised by the ACD or the Investment Adviser.

The ACD and the Investment Adviser will, however, have regard in such event to its own obligations under the relevant investment management agreement and all applicable law and regulation. In particular, each will have regard to its obligation to operate arrangements to take all reasonable steps to avoid such conflicts of interest, and where they cannot be avoided, manage, monitor and (where applicable) disclose those conflicts of interest in accordance with the FCA Rules, in order to prevent conflicts of interest

adversely affecting the interests of the Company and the Shareholders.

The ACD acknowledges that there may be some situations where the organisational or administrative arrangements in place for the management of conflicts of interest are not sufficient to ensure, with reasonable confidence, that risks of damage to the interests of the Company or the Shareholders will be prevented. Should any such situations arise the ACD will, as a last resort, disclose these to Shareholders in the report and accounts or such other appropriate format. Further details of the ACD's conflicts of interest policy are available on request.

20. Inducements

In accordance with the FCA Rules and applicable law and regulation, the ACD and the Investment Adviser, when executing orders or placing orders with other entities in relation to Financial Instruments for execution on behalf of the Company, must not accept and retain any fees, commissions or monetary benefits from a third party (Third Party Payments).

If the ACD, or the Investment Adviser, receives any Third Party Payments, these will be returned to the Company as soon as reasonably possible and Shareholders will be informed of the amount received.

Neither the ACD, nor the Investment Adviser can accept any non-monetary benefits when executing orders or placing orders with other entities for execution in relation to Financial Instruments on behalf of the Company, except those which are capable of enhancing the quality of the service provided to the Company, and which are of a scale and nature such that they could not be judged to impair the ACD's or Investment Adviser's compliance with its duty to act honestly, fairly and professionally in the best interests of the Company.

21. Summary of the ACD's haircut policy

The ACD may have to provide or receive collateral in entering into certain derivative transactions for the Company. In doing so, the ACD may apply a haircut to that collateral. A "haircut" is a percentage that is subtracted from the market value of an asset that is being used as collateral.

The ACD will judge, on a case-by-case basis, the extent and type of collateral to use when negotiating with counterparties and clearing houses and the haircut policy which it will apply. Where cash is received as collateral it will not be invested in anything other than cash or short-term deposit accounts.

Cash, and specific types of collateral will be deemed to be permitted for the purposes of the Company's collateral policy, at the ACD's discretion.

APPENDIX A

The Company, its investment objective and policies, are as follows:

Investment Objective

The objective of the Company is to achieve a return (capital growth and income) of the UK Consumer Prices Index plus 3%, net of fees, on average, over rolling 5 year periods.

There is no guarantee that any return will be achieved over that, or any time period. Investors should note that capital is in fact at risk.

Investment Policy

The primary assets in which the Company will invest will be equities and other transferable securities. The Company may also invest in eligible alternatives (e.g. gold and commodities) via permitted instruments, fixed income investments (e.g. corporate and government bonds), approved money market instruments, deposits, cash and near cash investments and derivatives.

Between 50%-100% of the Company's exposure will be gained through the use of collective investment vehicles (regulated and unregulated and including exchange traded funds and investment trusts). A significant proportion of the collective investment vehicles which the Company may invest in may be collective investment vehicles managed or operated by the ACD, the Investment Adviser or an associate of the ACD or Investment Adviser. The allocation to collective investment vehicles will vary within the range of 50%-100% depending on markets and to take advantage of geographical expertise available via funds. All other exposure will be attained from direct investments.

At times, during times of market volatility, the Company may choose to hold a significant amount in cash. The Investment Adviser selects assets that in combination will attempt to achieve the Company's return whilst offering a portfolio that is diversified by geography, sector and asset class. The proportion of the Company invested in different asset classes will vary over time in response to the economic and market environment.

The Investment Adviser's process entails the selection and blending of high quality and liquid assets from a global universe. These include investments (directly into securities and indirectly via specialist managers) in sectors and strategies to obtain returns from both capital and income. Other than the equity class, the Company invests, whether directly or indirectly via collective investment vehicles, in assets that generate regular cash flows, such as property and loans and bonds issued by governments or corporates.

Derivatives may be used for both investment purposes and Efficient Portfolio Management in accordance with the FCA Rules. During times of

market volatility, derivatives may be used to reduce risk.

The Company will be actively managed. This means that the Investment Adviser decides which investments to buy and sell and when.

Target Benchmark

The performance of the Company will be measured against the UK Consumer Prices Index plus 3% for target return purposes only. This index was chosen as a target for the Company's return because the Company aims to grow investments above the rate of UK inflation.

Investment Adviser

Cerno Capital Partners LLP (FCA registration number 465408)

Investor profile

The Company is available for investment by any type of investor.

It may also be appropriate for investors holding a portfolio of securities, where it can play the role of a core position.

The investor must be able to accept the risk of losses, thus the Company may be appropriate for investors who can afford to set aside capital for at least five years.

Class of share available

Income and accumulation shares.

All shares are denominated in pounds sterling.

Classes of shares

The Company does not currently issue shares in different share classes.

Minimum initial investment

£1,000,000

Minimum holding

Not applicable.

Minimum subsequent purchase

£1000

Minimum redemption

£1,000

Accounting period ends

31 December

Interim accounting period ends

30 June

Income allocated

30 April (final)

31 August (interim)

Launched

26 March 2021

Charges:

Preliminary charge	5%
Periodic charge	Up to 1.07% (currently 0.82%)
Redemption charge	No.
Charge for investment research	None.
Allocation of Charges and Expenses	From income (except those charges and expenses relating directly to the purchase and sale of investments*).
Minimum Administration Fee	£25,000 per annum.
Performance Fee	No.

*** It should be noted that, where fees are charged to capital, this policy may result in capital erosion or constrain capital growth. Please refer to paragraph 10.8 in the main body of this Prospectus) for details.**

APPENDIX B

Management and borrowing powers of the Company

1. Limitations on type of investments

- 1.1. All the Scheme Property of the Company must be invested in any or all of the following assets: transferable securities, money-market instruments, derivatives, deposits and units in collective investment schemes (regulated and unregulated).
- 1.2. Cash or near cash may be held for the pursuit of the Company's investment objectives or redemption of shares or for the efficient management of the Company in accordance with its investment objectives or any other purpose reasonably regarded as ancillary to the investment objectives of the Company. From time to time the Company may have a higher than usual level of liquidity if the ACD considers that to be in the interests of shareholders.
- 1.3. The investment objectives and policy of the Company set out in Appendix A are subject to the limits on investment under the FCA Rules and as set out in this Prospectus. These limits are summarised below.
- 1.4. The Company will not invest in immovable property or tangible movable property.
- 1.5. Under normal circumstances, the ACD would expect substantially all of the assets of the Company to be invested in investments appropriate to the Company's investment objectives, with not more than 20% held in cash.
- 1.6. Permitted types of Scheme Property

Investments permitted for the Company are as follows:

1.6.1. Approved securities

The Scheme Property may be invested in approved securities. An approved security is a transferable security that is admitted to official listing in the UK or an EEA State or is traded on or under the rules of an eligible securities market (otherwise than by specific permission of the market authority). An eligible market is a regulated market that is regulated open to the public and operates regularly; further details are set out in subparagraph 1.6.20 below.

1.6.2. Transferable securities

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

The Scheme Property may be invested in transferable securities on which any sum is unpaid only if it is reasonable to foresee that the amount of any existing and potential call for any sum unpaid could be paid by the Company at the time when payment is required, without contravening the requirements of COLL 5.

1.6.3. Money-market instruments

The Company may invest in approved money-market instruments. An approved money-market instrument is a money-market instrument which is normally dealt in on the money market, is liquid and has a value which can be accurately determined at any time.

A money-market instrument is regarded as normally dealt in on the money market if it:

- (a) has a maturity at issuance of up to and including 397 days;
- (b) has a residual maturity of up to and including 397 days;
- (c) undergoes regular yield adjustments in line with money market conditions at least every 397 days; or
- (d) has a risk profile, including credit and interest rate risks, corresponding to that of an instrument which has a maturity as set out in (a) and (b) or is subject to yield adjustments as set out in (c).

A money-market instrument is regarded as liquid if it can be sold at limited cost in an adequately short time frame, taking into account the obligation of the ACD to redeem shares at the request of any qualifying shareholder.

A money-market instrument is regarded as having a value which can be accurately determined at any time if accurate and reliable valuations systems, which fulfil the following criteria, are available:

- i) enabling the ACD to calculate a net asset value in accordance with the value at which the instrument held in the portfolio could be exchanged between knowledgeable willing parties in an arm's length transactions; and
- ii) based either on market data or on valuation models including systems based on amortised costs.

A money-market instrument that is normally dealt in on the money market and is admitted to or dealt in on an eligible market is presumed to be liquid and have a value which can be accurately determined at any time unless there is information available to the ACD that would lead to a different determination.

Except as set out below, approved money-market instruments held by the Company must be admitted to, or dealt in on an eligible market.

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

- (a) listed on or normally dealt in on an eligible market; or
- (b) liquid and whose value can accurately be determined at any time, provided the money-market instrument is:
 - (i) issued or guaranteed by a central authority of the United Kingdom 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 United Kingdom or an EEA State; the Bank of England, the European Central Bank or a central bank of an EEA State; the EU or the European Investment Bank; a non-EEA State (or in the case of a federal state, one of the members making up the federation); a public international body to which the United Kingdom or one or more EEA States belong; or
 - (ii) issued by a body, any securities of which are dealt on an eligible market; or
 - (iii) issued or guaranteed by an establishment subject to prudential supervision in accordance with criteria defined by UK or European Union law or by an establishment which is subject to and complies with prudential rules considered by the FCA to be at least as stringent

as those laid down by UK or European Union law.

1.6.4. Derivatives and forward transactions - general

1.6.4.1 In pursuing the Company's objective, the ACD may make use of a variety of derivative instruments in accordance with COLL. Derivatives may be used for both investment purposes and Efficient Portfolio Management.

1.6.4.2 A transaction in derivatives or a forward transaction must:

1.6.4.2.1 be of a kind specified in paragraph 1.6.5; and

1.6.4.2.2 be covered as required by paragraphs 1.6.8 and 1.6.9 and

set out in paragraph 1.6.11;

1.6.4.3 Where the Company invests in derivatives, the exposure to the underlying assets must not exceed the limits set out in paragraphs 1.6.18 and 1.6.19 except for index-based derivatives where paragraph 1.6.4.5 applies.

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

1.6.4.5 Where the Company invests in an index-based derivative, provided the relevant index falls within paragraph 1.6.14 the underlying constituents of the index do not have to be taken into account for the purposes of paragraphs 1.6.18 and 1.6.19. The relaxation is subject to the ACD taking account of COLL 5.6.3R in relation to the prudent spread of risk.

1.6.5. Permitted transactions (derivatives and forwards)

1.6.5.1 A transaction in a derivative must be:

1.6.5.1.1 in an approved derivative; or

1.6.5.1.2 be one which complies with paragraph 1.6.10.

1.6.5.2 A transaction in a derivative must have the underlying consisting of any or all of the following:

1.6.5.2.1 transferable securities,

1.6.5.2.2 money-market instruments,

1.6.5.2.3 deposits permitted under COLL 5.2.26R,

1.6.5.2.4 derivatives and forward transactions permitted under COLL 5.6.13R,

1.6.5.2.5 permitted collective investment schemes,

1.6.5.2.6 financial indices which satisfy the criteria set out in paragraph 1.6.6,

1.6.5.2.7 interest rates,

1.6.5.2.8 foreign exchange rates,

- 1.6.5.2.9 currencies,
 - 1.6.5.2.10 immovables permitted under COLL 5.6.18R to COLL 5.6.19R, and
 - 1.6.5.2.11 gold up to a limit of 10% in value of the Scheme Property.
- 1.6.5.3 The Company's exposure to the underlying must not exceed the limits in paragraphs 1.6.2, 1.6.8 and 1.6.9.
 - 1.6.5.4 A transaction in an approved derivative must be effected on or under the rules of an eligible derivatives market.
 - 1.6.5.5 A transaction in a derivative must not cause the Company to diverge from its investment objectives as stated in the Instrument of Incorporation and the most recently published version of this Prospectus.
 - 1.6.5.6 A transaction in a derivative must not be effected if the intended effect is to create the potential for an uncovered sale of one or more, transferable securities, money-market instruments, units in collective investment schemes or derivatives.
 - 1.6.5.7 Any forward transaction must be made with an Eligible Institution or an Approved Bank.
 - 1.6.5.8 The ACD must ensure that the Scheme Property provides a prudent spread of risk.
 - 1.6.5.9 The ACD must ensure compliance with COLL 5.3.3A R (Cover for investment in derivatives and forward transactions), COLL 5.3.3B R and COLL 5.3.3C R (Daily calculation of global exposure).
- 1.6.6. *Financial indices underlying derivatives*
- 1.6.6.1 The financial indices referred to in paragraph 1.6.5.2.6 are those which satisfy the following criteria:
 - 1.6.6.1.1 the index is sufficiently diversified;
 - 1.6.6.1.2 the index represents an adequate benchmark for the market to which it refers; and
 - 1.6.6.1.3 the index is published in an appropriate manner.
 - 1.6.6.2 A financial index is sufficiently diversified if:
 - 1.6.6.2.1 it is composed in such a way that price movements or trading activities regarding one component do not unduly influence the performance of the whole index;
 - 1.6.6.2.2 where it is composed of assets in which a UK UCITS is permitted to invest, its composition is at least diversified in accordance with the requirements with respect to spread and concentration set out in COLL 5.2; and
 - 1.6.6.2.3 where it is composed of assets in which a UK UCITS cannot invest, it is diversified in a way which is equivalent to the diversification achieved by the requirements with respect to spread and concentration set out in COLL 5.2.

- 1.6.6.3 A financial index represents an adequate benchmark for the market to which it refers if:
 - 1.6.6.3.1 it measures the performance of a representative group of underlyings in a relevant and appropriate way;
 - 1.6.6.3.2 it is revised or rebalanced periodically to ensure that it continues to reflect the markets to which it refers, following criteria which are publicly available; and
 - 1.6.6.3.3 the underlyings are sufficiently liquid, allowing users to replicate it if necessary.
- 1.6.6.4 A financial index is published in an appropriate manner if:
 - 1.6.6.4.1 its publication process relies on sound procedures to collect prices, and calculate and subsequently publish the index value, including pricing procedures for components where a market price is not available; and
 - 1.6.6.4.2 material information on matters such as index calculation, rebalancing methodologies, index changes or any operational difficulties in providing timely or accurate information is provided on a wide and timely basis.
- 1.6.6.5 Where the composition of underlyings of a transaction in a derivative does not satisfy the requirements for a financial index, the underlyings for that transaction shall where they satisfy the requirements with respect to other underlyings pursuant to paragraph 1.6.5, be regarded as a combination of those underlyings.
- 1.6.7. *Transactions for the purchase or disposal of property*
 - 1.6.7.1 A derivative or forward transaction which will or could lead to the delivery of property for the account of the Company may be entered into only if:
 - 1.6.7.1.1 that property can be held for the account of the Company; and
 - 1.6.7.1.2 the ACD having taken reasonable care determines that delivery of the property under the transaction will not occur or will not lead to a breach of the rules in COLL.
- 1.6.8. *Requirement to cover sales*
 - 1.6.8.1 No agreement by or on behalf of the Company to dispose of property or rights (except for deposits) may be made unless:
 - 1.6.8.1.1 the obligation to make the disposal and any other similar obligation could immediately be honoured by the Company by delivery of property or the assignment (or, in Scotland, assignation) of rights; and
 - 1.6.8.1.2 the property and rights at paragraph 1.6.8.1.1 above are owned by the Company at the time of the agreement.
 - 1.6.8.2 Paragraph 1.6.8.1 does not apply where:

- 1.6.8.2.1 the risks of the underlying Financial Instrument of a derivative can be appropriately represented by another Financial Instrument and the underlying Financial Instrument is highly liquid; or
- 1.6.8.2.2 the ACD or the Depositary has the right to settle the derivative in cash and cover exists within the Scheme Property which falls within one of the following asset classes:
 - (a) cash;
 - (b) liquid debt instruments (e.g. government bonds of first credit rating) with appropriate safeguards (in particular, haircuts); or
 - (c) other highly liquid assets having regard to their correlation with the underlying of the financial derivative instruments, subject to appropriate safeguards (e.g. haircuts where relevant).
- 1.6.8.3 In the asset classes referred to in paragraph 1.6.8.2, an asset may be considered as liquid where the instrument can be converted into cash in no more than seven Business Days at a price closely corresponding to the current valuation of the Financial Instrument on its own market.

1.6.9. *OTC transactions in Derivatives*

- 1.6.9.1 Any transaction in an OTC derivative under paragraph 1.6.5.1.2 must be:
 - 1.6.9.1.1 with an approved counterparty; a counterparty to a transaction in derivatives is approved only if the counterparty is:
 - (a) an Eligible Institution or an Approved Bank; or
 - (b) a person whose permission (including any requirements or limitations), as published in the Financial Services Register, permits it to enter into the transaction as principal off-exchange;
 - (c) a CCP that is authorised in that capacity for the purposes of EMIR;
 - (d) a CCP that is recognised in that capacity in accordance with the process set out in article 25 of EMIR; or
 - (e) to the extent not already covered above, a CCP supervised in a jurisdiction that:
 - (i) has implemented the relevant G20 reforms on over-the-counter derivatives to at least the same extent as the United Kingdom; and
 - (ii) is identified as having done so by the Financial Stability Board in its summary report on progress in implementation of G20 financial regulatory reforms dated 25 June 2019.
 - 1.6.9.1.2 on approved terms; the terms of the transaction in derivatives are approved only if, the ACD:
 - (a) carries out, at least daily, a reliable and verifiable valuation in respect of that transaction corresponding to its fair value (being the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's

- length transaction) and which does not rely only on market quotations by the counterparty; and
- (b) can enter into one or more further transactions to sell, liquidate or close out that transaction at any time, at its fair value; and
- 1.6.9.1.3 capable of reliable valuation; a transaction in derivatives is capable of reliable valuation only if the ACD having taken reasonable care determines that, throughout the life of the derivative (if the transaction is entered into), it will be able to value the investment concerned with reasonable accuracy:
- (a) on the basis of an up-to-date market value which the ACD and the Depositary have agreed is reliable;
- (b) or, if that value is not available, on the basis of a pricing model which the ACD and the Depositary have agreed uses an adequate recognised methodology; and
- 1.6.9.1.4 subject to verifiable valuation; a transaction in derivatives is subject to verifiable valuation only if, throughout the life of the derivative (if the transaction is entered into) verification of the valuation is carried out by:
- (a) an appropriate third party which is independent from the counterparty of the derivative, at an adequate frequency and in such a way that the ACD is able to check it; or
- (b) a department within the ACD which is independent from the department in charge of managing the Scheme Property and which is adequately equipped for such a purpose.
- 1.6.9.1.5 The jurisdictions that fall within 1.6.9.1.1(e) are Australia, France, Germany, Hong Kong, Italy, Japan, the Netherlands, Singapore, Spain, Switzerland, and the United States of America.
- 1.6.9.1.6 For the purposes paragraph 1.6.9.1.2 **fair value** is the amount for which an asset could be exchanged or a liability settled, between knowledgeable, willing parties in an arm's length transaction.
- 1.6.9.1.7 The Depositary must take reasonable care to ensure that the ACD has systems and controls that are adequate to ensure compliance with paragraph 1.6.9.1.1.
- 1.6.9.1.8 For the purposes of paragraph 1.6.9.1.2 the ACD must:
- (i) establish, implement, and maintain arrangements and procedures which ensure appropriate, transparent and fair valuation of the exposure of the Funds to OTC derivatives; and
- (ii) ensure that the fair value of OTC derivatives is subject to adequate, accurate and independent assessment.
- 1.6.9.1.9 Where the arrangements and procedures referred to in paragraph 1.6.9.1.8 involve the performance of certain activities of third parties, the ACD must comply with the requirements of SYSC 8.1.13R (Additional requirements for a

management company) and COLL 6.6AR(4) to (6) (Due diligence requirements for AFMs of UK UCITS).

- 1.6.9.1.10 The arrangements and procedures referred to in paragraph 1.6.9.1.8 must be adequate and proportionate to the nature and complexity of the OTC derivative concerned and adequately documented.

1.6.10. Derivatives exposure

- 1.6.10.1 The Company may invest in derivatives and forward transactions as long as the exposure to which that the Company is committed by that transaction itself is suitably covered from within its Scheme Property. Exposure will include any initial outlay in respect of that transaction.
- 1.6.10.2 Cover ensures that the Company is not exposed to the risk of loss of property, including money, to an extent greater than the net value of the Scheme Property. Therefore, the Company must hold Scheme Property sufficient in value or amount to match the exposure arising from a derivative obligation to which the Company is committed. Paragraph 1.6.11 sets out detailed requirements for cover of the Company.
- 1.6.10.3 Cover used in respect of one transaction in derivatives or forward transaction must not be used for cover in respect of another transaction in derivatives or a forward transaction.

1.6.11. Cover for transactions in derivatives and forward transactions

- 1.6.11.1 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 Company is or may be committed by another person is covered globally.
- 1.6.11.2 Exposure is covered globally if adequate cover from within the Scheme Property is available to meet the Company's total exposure, taking into account the value of the underlying assets, any reasonably foreseeable market movement, counterparty risk, and the time available to liquidate any positions.
- 1.6.11.3 Cash not yet received into the Scheme Property but due to be received within one month is available as cover.
- 1.6.11.4 Property the subject of a stock lending transaction is only available for cover if the ACD 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.
- 1.6.11.5 The total exposure relating to derivatives held in the Company may not exceed the net value of the Scheme Property.

Approved derivatives transactions may be used for investment purposes or for the purpose of Efficient Portfolio Management.

The use of derivatives for investment purposes may increase the risk profile of the Company, and this is taken into account in the ACD's risk management policy.

It is anticipated that the outcome of the use of derivatives for the purpose of Efficient Portfolio Management would be principally to reduce, rather than to increase, the risk profile of the Company.

1.6.12. *Deposits*

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

1.6.13. *Risk management*

The ACD uses a risk management process, as reviewed by the Depositary, enabling it to monitor and measure as frequently as appropriate the risk of the Company's positions and their contribution to the overall risk profile of the Company.

1.6.14. *Schemes replicating an index*

1.6.14.1 **The Company may invest up to 20% in value of its Scheme Property in shares and debentures which are issued by the same body where the aim of the investment policy of the Company as stated in the most recently published version of this Prospectus is to replicate the performance or composition of an index which satisfies the criteria set out in paragraph 1.6.15. This limit may be raised for the Company up to 35% in value of the Scheme Property, but only in respect of one body and where justified by exceptional market conditions.**

1.6.14.2 **At present the Company does not have an investment objective and policy to replicate the performance or composition of an index.**

1.6.15. *Relevant indices*

1.6.15.1 The indices referred to in paragraph 1.6.14 are those which satisfy the following criteria. An index must:

1.6.15.1.1 have a sufficiently diversified composition;

1.6.15.1.2 be a representative benchmark for the market to which it refers; and

1.6.15.1.3 be published in an appropriate manner.

1.6.16. *Collective investment schemes*

The Company may invest 100% of its Scheme Property in units in collective investment schemes.

The Company may invest in units in a collective investment scheme (the "second scheme") provided that:

- i) the second scheme:
 - a) is a UK UCITS or satisfies the conditions necessary for it to enjoy the rights conferred by the UCITS Directive as implemented in the EEA; or
 - b) is a recognised scheme (as defined in the FCA Glossary); or
 - c) is a Non-UCITS retail scheme; or
 - d) 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

- e) is a scheme not falling within a) to d) 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;
- ii) the second scheme operates on the principle of the prudent spread of risk;
- iii) the second scheme is prohibited from having more than 15% in value of the property of that scheme consisting of units in collective investment schemes (unless COLL 5.6.10AR applies);
- iv) the participants in the second scheme must be entitled to have their units redeemed in accordance with the scheme at a price:
 - a) related to the net value of the property to which the units relate; and
 - b) determined in accordance with the scheme; and
- v) where the second scheme is an umbrella, the provisions in ii) to iv) and COLL 5.6.7 R (Spread: general) apply to each sub-fund as if it were a separate scheme.

Subject to the restrictions above, investment may be made in (and the Scheme Property of the Company may include) units of other collective investment schemes managed or operated by the ACD or an associate of the ACD, provided that the conditions in COLL 5.2.16R are complied with.

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

The Company 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 high risk.

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 the scheme's net asset value.

1.6.17. Warrants

The Company may invest in warrants but the exposure created by the exercise of the rights conferred by those warrants must not exceed the limits set out in paragraphs 1.6.18 and 1.6.19 below. It is not anticipated that extensive use will be made of warrants, and in any event no more than 15% of the value of the Company's property will be invested in them.

A warrant is a time-limited right (but not an obligation) to subscribe for shares, debentures, loan stock or government securities and is exercisable against the original issuer of the underlying securities.

A relatively small movement in the price of the underlying security results in a disproportionately large movement, unfavourable or favourable, in the price of the warrant. The prices of warrants can therefore be highly volatile.

1.6.18. Spread: General

- (a) This paragraph 1.6.18 does not apply in respect of a transferable security or an approved money-market instrument to which paragraph 1.6.19 applies.
- (b) The specific limits are set out as follows:
 - i) not more than 20% in value of the Scheme Property is to consist of deposits with a single body;
 - ii) not more than 10% in value of the Scheme Property is to consist of transferable securities or money-market instruments issued by any single body (except that the limit of 10% is raised to 25% in value of the Scheme Property in respect of covered bonds) subject to COLL 5.6.23R;
 - iii) exposure to any one counterparty in an OTC derivative transaction shall not exceed 10% in value of the Company. For the purposes of calculating this limit, the rules and conditions set out in COLL 5.6.7 R (7) to (10) inclusive apply; and
 - iv) not more than 35% in value of the Company is to consist of the units of any one collective investment scheme.
- (c) In applying the limit under paragraph (ii) above, certificates representing certain securities are to be treated as equivalent to the underlying securities.
- (d) For the purposes of this paragraph 1.6.18 a single body is:
 - (i) in relation to transferable securities and money-market instruments, the person by whom they are issued; and
 - (ii) in relation to deposits, the person with whom they are placed.

The Company may, subject to the FCA Rules, invest in unregulated (also known as 'non-registered' or 'non-authorized') collective investment schemes. These types of schemes are not subject to the same restrictions on investment powers or on how they are run regulated schemes, and therefore may be considered higher risk.

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 the scheme's net asset value.

1.6.19. Spread: Government and Public Securities

- (a) This paragraph 1.6.19 applies in respect of transferable securities or approved money-market instruments ("such securities") that are issued or guaranteed by:
 - (i) the UK or an EEA State;
 - (ii) a local authority of the UK or an EEA State;

- (iii) a non-EEA State;
 - (iv) a public international body to which the UK or one or more EEA States belong.
- (b) Where no more than 35% in value of the Scheme Property is invested in such securities issued by any one body, there is no limit on the amount which may be invested in such securities or in any one issue.
- (c) **The Company may invest more than 35% in value of the Scheme Property in such securities issued by any one body, provided that:**
- i) the ACD has before any such investment is made consulted with the Depositary and as a result considers that the issuer of such securities is one which is appropriate in accordance with the investment objectives of the Company;
 - ii) no more than 30% in value of the Scheme Property consists of such securities of any one issue;
 - iii) the Scheme Property includes such securities issued by that or another issuer, of at least six different issues; and
 - iv) the disclosures in COLL 4.2.5R(3)(i) have been made in the most recently published version of this Prospectus.
- (d) In relation to such securities:
- (i) issue, issued and issuer include guarantee, guaranteed and guarantor;
 - (ii) an issue differs from another if there is a difference as to repayment date, rate of interest, guarantor or other material terms of the issue.
- (e) Notwithstanding paragraph 1.6.18(a) and subject to paragraphs 1.6.18(b) i) and 1.6.18(d) above in applying the 20% limit in paragraph 1.6.18(b) i) with respect to a single body, such securities issued by that body shall be taken into account.
- (f) **More than 35% in value of the Scheme Property may be invested in such securities issued by the Government of the UK.**

1.6.20. Eligible markets

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

Eligible markets include any market established in the United Kingdom or an EEA State on which transferable securities and money-market instruments admitted to official listing in the UK or EEA State are dealt in or traded, and which is regulated, operates regularly and is open to the public.

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

- i) is regulated;
- ii) operates regularly;
- iii) is recognised as a market or exchange or as a self-regulating organisation by an overseas regulator;
- iv) is open to the public;
- v) is adequately liquid; and
- vi) has adequate arrangements for unimpeded transmission of income and capital to or to the order of investors.

The eligible securities markets for the Company are set out in Appendix D to this Prospectus.

Eligible derivatives markets are markets which the ACD, after consultation with and notification to the Depositary, has decided are appropriate for the purpose of investment of or dealing in the Scheme Property with regard to the relevant criteria set out in the FCA Rules and the guidance on eligible markets issued by the FCA (as amended from time to time).

The eligible derivatives markets for the Company are set out in Appendix D to this Prospectus.

1.6.21. General

The Company may not acquire any investment which has an actual contingent liability attached unless the maximum amount of such liability is ascertainable at the time of acquisition.

The restrictions on investment set out above are tighter than those imposed by the FCA Rules in the following respects: for the purposes of paragraph 1.6.12, the FCA Rules do not require a certain rating for an Approved Bank.

2. Borrowing

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

3. Efficient Portfolio Management

- 3.1. The ACD may utilise the property of the Company to enter into transactions for the purpose of Efficient Portfolio Management. These are techniques and instruments which relate to transferable securities and approved money-market instruments and which fulfil the following criteria:

- 3.1.1. they are **economically appropriate** in that they are realised in a cost effective way.
 - 3.1.2. they are entered into for one or more of the following specific aims, namely:
 - (a) reduction of risk;
 - (b) reduction of cost; or
 - (c) generation of additional capital or income for the Company with a risk level which is consistent with the risk profile of the Company and the risk diversification rules laid down in COLL.
 - 3.1.3. The first aim allows for tactical asset allocation; that is a switch in exposure through the use of derivatives rather than through the sale and purchase of underlying property.
 - 3.1.4. Similarly, the aim of reduction of risk allows for the use of derivatives with a view to switching the currency exposure of all or part of the underlying Scheme Property away from a currency which the ACD considers to be unduly prone to risk.
- 3.2. Economically appropriate
- 3.2.1. The guidelines adopted by the ACD, under which the Company will operate are:
 - (a) Any transaction must be one which (alone or in combination with one or more of others) is reasonably believed by the Company to be economically appropriate to the Efficient Portfolio Management of the Company.
 - 3.2.2. This means that the ACD reasonably believes that:
 - (a) For transactions undertaken to reduce risk or cost (or both), the transaction (alone or combination) will diminish a risk or cost of a kind or level which it is sensible to reduce; and
 - (b) For transactions undertaken to generate additional capital or income, the Company is certain (or certain barring events which are not reasonably foreseeable) to derive a benefit from the transaction;
 - 3.2.3. The transaction may not be entered into if its purpose could reasonably be regarded as speculative.
 - 3.2.4. Where the transaction relates to the actual or potential acquisition of transferable securities, the ACD must intend that the Company should invest in transferable securities within a reasonable time and must ensure thereafter that, unless the position has itself been closed out, that intention is realised within that reasonable time.

Efficient Portfolio Management techniques may be utilised by the Company when considered appropriate.

APPENDIX C

Securities Financing Transactions and Total Return Swaps

The Company may enter into TRSs and SFTs in accordance with the FCA Rules and normal market practice.

Any such use of SFTs and TRSs will be consistent with the investment objective and investment policy of the Company and, where utilised, any assets of the Company may be subject to SFTs and/or TRSs.

At the date of this Prospectus, the Company does not use SFTs, however, the ACD reserves the right to permit the Company to use such instruments in future.

1. Total return swaps

- 1.1 A TRS is a contract whereby one party (e.g. the total return payer) agrees to make a series of payments to another party (e.g. the receiver) based on the change in the market value of the assets underlying such contract (which can include a security or baskets thereof or eligible index) during the specified period. In exchange, the other party to the contract agrees to make a series of payments calculated by reference to an interest rate and/or some other agreed-upon amount (including the change in market value of other underlying assets).
- 1.2 To the extent relevant, the Company may use total return swaps to gain exposure to an asset without owning it or taking physical custody of it. For example, if the Company invests in a total return swap on an underlying security, it will receive the price appreciation of the underlying security in exchange for payment of an agreed-upon fee.
- 1.3 The Company may use total return swaps to more efficiently express a view in a given position and/or to gain or reduce exposure in a more cost effective manner and/or reduce risk. Total return swaps are typically used on single reference entities. Additionally, total return swaps can be used to hedge existing long positions or exposures. Accordingly, the underlying strategy and composition of the investment portfolio of TRSs will be consistent with the investment policy of the Company.
- 1.4 **The Company may use TRSs or financial derivative instruments with the same characteristics (as part of their derivative usage) for Efficient Portfolio Management.**
- 1.5 The maximum exposure of the Company in respect of TRSs shall be 100% of the Net Asset Value of the Company. However, it is not anticipated that the Company's exposure in respect of TRSs will exceed 10% of the Net Asset Value of the Company.

2. Repurchase / reverse repurchase agreements and stock lending agreements

- 2.1 A stock lending agreement is an agreement under which title to the "loaned" securities is transferred by a "lender" to a "borrower" with the borrower contracting to deliver "equivalent securities" to the lender at a later date. Stock lending aims to generate additional income with an acceptable degree of risk. Repurchase agreements are transactions in which one party sells a security to the other party with a simultaneous agreement to repurchase the security at a fixed future date at a stipulated price reflecting a market rate of interest unrelated to the coupon rate of the securities. A reverse repurchase agreement is a transaction whereby the Company purchases securities from a counterparty and simultaneously commits to resell the securities to the counterparty at an agreed upon date and price. The Company or the Depositary, at the request of the ACD, may enter into repurchase agreements for the purpose of generating additional capital or income, for reducing costs or risk and/or otherwise to more efficiently express a view in a given position. As at the date of this Prospectus,

whilst the Company may use repurchase / reverse repurchase agreements and stock lending agreements, it currently does not do so. However, the ACD reserves the right to permit the use of such SFTs in the future.

3. Securities Financing Transactions

- 3.1 SFTs and TRSs will only be entered with "approved counterparties" as defined in the FCA Glossary. Any counterparty shall also be subject to an appropriate internal credit assessment carried out by the Company, which shall include amongst other considerations, external credit ratings of the counterparty, the regulatory supervision applied to the relevant counterparty, industry sector risk and concentration risk. Subject to this, the ACD has discretion as to the appointment of counterparties when entering into SFTs and TRSs in furtherance of the Company's investment objectives and policies. It is not possible to comprehensively list in this Prospectus all the counterparties as they may change from time to time. The counterparty does not have discretion over the composition or management of the Company's portfolio or over any underlying of financial derivative instruments used by the Company and counterparty approval is not required for any investment decision made by an Investment Adviser regarding the Company. However, the ACD reserves the right to permit the granting of such discretion with the agreement of the relevant Investment Adviser. With the exception of revenues generated through stock lending, all revenues arising from SFTs and TRSs, net of any direct and indirect operational costs and fees arising, will be retained by the Company. Any revenue generated through stock lending will be split 20% with the agent lender and 80% with the Company. Any entities who receive revenue from stock lending or use of other SFTs shall be outlined in the annual report of the Company, which shall indicate if the entities are related to the ACD or the Depositary. The maximum percentage of the Company's assets that may be the subject of SFTs and/or TRSs and the expected percentage of such usage is set out in the details for the Company in Appendix A.
- 3.2 The section above entitled "Risk Factors" provides a description of the risks associated with investments in derivatives, repurchase and reverse repurchase agreements, stock lending and the management of collateral.
- 3.3 The ACD will disclose in the Company's annual report certain information regarding its use of SFTs and TRSs. With the exception of collateral received as part of a stock lending transaction, the assets of the Company that are subject to SFTs and TRSs are held by the Depositary for safekeeping. For collateral received as part of stock lending, it will be held by a tri-party agent. A tri-party agent generally acts as a settlement and collection service for securities and collateral between the lender and the borrower and maintains the value, quality and performance of the collateral.

4. Collateral

- 4.1 Collateral obtained under an SFT or TRSs must meet the criteria set out in COLL. The types of assets that may be received as collateral in respect of SFTs and TRSs will be of high quality and may include cash (with the exception of stock lending transactions where cash is not used as collateral).
- 4.2 Collateral received must be issued by an entity that is independent from the counterparty and is not expected to display a high correlation with the performance of the counterparty. Collateral must also be sufficiently diversified in terms of country, markets and issuers.
- 4.3 Any collateral obtained by the Company under an SFT or TRSs will be valued daily at mark-to-market prices. Sometimes the Company, or the OTC derivative counterparty, will apply a 'haircut' to non-cash collateral. A haircut is a nominal reduction applied to the market value of collateral to provide a buffer against rises and falls in the value or the exposure of that type of collateral. Daily variation margin may be used if the value

of collateral, as adjusted for any haircut, falls below the value of the relevant counterparty exposure. The reuse of collateral is limited by COLL to certain asset classes. Such reuse should neither result in a change to the Company's investment objectives nor increase substantially its risk profile.

- 4.4 As at the date of this Prospectus, whilst the Company may reuse collateral in line with the limitations in the COLL Sourcebook, the Company does not currently reuse collateral. However, the ACD reserves the right to permit such reuse of collateral in the future.

APPENDIX D

Eligible markets

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

- a) a regulated market (as defined in the FCA Glossary);
- b) a market in the United Kingdom or an EEA State which is regulated, operates regularly and is open to the public; or
- c) a market which the ACD after consultation with, and notification to, the Depositary, determines is appropriate for the purpose of investment of, or dealing in, the Scheme Property. In accordance with the relevant criteria in COLL, such a market must be regulated; operate regularly; be recognised as a market or exchange or as a self-regulating organisation by an overseas regulator; be 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 Company is currently permitted to deal.

Eligible Securities Markets

United Kingdom	The Alternative Investment Market of the London Stock Exchange (AIM)
Any EEA State	All eligible markets
Australia	ASX Group
Austria	Wiener Borse – Vienna Stock Exchange
Brazil	BM&F BOVESPA
Canada	TSX Venture Exchange Toronto Stock Exchange Montreal Exchange
Channel Islands	Channel Islands Stock Exchange (CISX)
China	Shanghai Stock Exchange Shenzhen Stock Exchange
Croatia	Zagreb Stock Exchange
Germany	Eurex Deutschland Frankfurt Stock Exchange
Hong Kong	Hong Kong Stock Exchange
India	National Stock Exchange of India Bombay Stock Exchange (BSE)

Indonesia	Indonesian Stock Exchange IDX
Israel	Tel Aviv SE (TASE)
Italy	Italiana Borsa
Japan	Nagoya Stock Exchange
	Osaka Securities Exchange
	Tokyo Stock Exchange
	JASDAQ Securities Exchange
	Tokyo Financial Exchange
Jordan	Amman Stock Exchange
Korea	Korea Composite Stock Price Index
	Korea Exchange (KRX)
Malaysia	Bursa Malaysia Securities
Mexico	Bolsa Mexicana de Valores (BMV)
New Zealand	New Zealand Stock Exchange (NZX)
Norway	Oslo Stock Exchange
Philippines	Philippine Stock Exchange
Singapore	Singapore Exchange (SGX)
South Africa	JSE Limited
Spain	MEFF (Renta Variable & Fija)
	Spanish Exchanges BME
Sweden	NASDAQ OMX Stockholm AB
Switzerland	SIX Swiss Exchange AG
Taiwan	Taiwan Stock Exchange
	Taipei Exchange
Thailand	Stock Exchange of Thailand (SET)
Turkey	Borsa Istanbul
United Arab Emirates	NASDAQ Dubai

Vietnam	Ho Chi Minh Stock Exchange
United States of America	<p>NASDAQ (the electronic inter-dealer quotation system of America operated by the National Association of Securities Dealers Inc);</p> <p>any exchange registered with the Securities and Exchange Commission as a national stock exchange, including NYSE Euronext and the stock exchanges of Chicago, NYSE Arca Equities and NASDAQ OMX PHLX;</p> <p>the market in transferable securities issued by or on behalf of the Government of the United States of America conducted through persons for the time being recognised and supervised by the Federal Reserve Bank of New York and known as primary dealer;</p> <p>the Over-the-Counter Market regulated by the National Association of Securities Dealers Inc.</p>

Eligible Derivatives Markets

Australia	<p>Sydney Futures Exchange (Part of the ASX)</p> <p>ASX Group</p>
Brazil	BM&F BOVESPA
Hong Kong	Hong Kong Exchange
Israel	Tel Aviv Stock Exchange
Italy	<p>Italy Equities Derivatives Market (IDEM)</p> <p>Futures Market for Government Securities (MIF)</p>
Japan	<p>Tokyo Financial Exchange</p> <p>Osaka Securities Exchange</p>
Malaysia	Bursa Malaysia Derivatives
Mexico	Bolsa Mexicana de Valores (BMV)
New Zealand	New Zealand Stock Exchange
Singapore	Singapore Exchange (SGX)
South Africa	<p>South African Futures Exchange (SAFEX)</p> <p>JSE Limited</p>
South Korea	Korea Exchange (KRX)
Spain	BME, Spanish Exchanges
Switzerland	SIX Swiss Exchange (SWX)

	Eurex Zurich
United Kingdom	Euronext
	London International Financial Futures and Options Exchange (LIFFE)
	London Securities & Derivatives Exchange Ltd (OMLX)
	NYSE LIFFE
	EDX
United States of America	CME Group Inc.
	NASDAQ OMX Futures
	New York Mercantile Exchange (NYMEX)
	NYSE Amex Options
	Chicago Board Options Exchange
	Chicago Mercantile Exchange
	OTC BB Markets
	NASDAQ OMX NFX
	NYSE Arca
	NASDAQ OMX PHLX

APPENDIX E

Other Regulated Collective Investment Schemes the ACD manages

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
TM Brunsdon OEIC
TM Cerno Investment Funds
TM Cresswell Fund
TM CRUX Funds ICVC
TM CRUX OEIC
TM First Arrow Investment Funds

Authorised Unit Trusts

BPM Trust
Eden Investment Fund
Elfynn International Trust
Glenhuntley Portfolio Trust
Hawthorn 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 Castor 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 Millau Fund
The Norfolk Trust
The Notts Trust
The Palfrey Fund
The TM Stockwell Fund
The White Hill Fund
Thesis Headway Fund
Thesis Lion Growth Fund
Thesis PM A Fund
Thesis PM B Fund
Thesis Thameside Managed Fund
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 Merlin 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

**Authorised Investment Companies
with Variable Capital**

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 Fund
II
TM Stonehage Fleming Global Equities
Umbrella Fund

APPENDIX F

Historical Performance Data

The comparisons in the below table represent Income Shares (GBP) and Accumulation Shares (GBP) over a five year period. The performance table shows the total return up to 31 December in each year listed. There is not a complete five year record for the Company as the Company was launched on 26 March 2021. Where data is not available for a five year period the table is marked 'N/A'.

This performance information shows the post-tax position and is net of charges (subscription and redemption fees) but does not include the effect of any preliminary charge that may be paid on the purchase of an investment and assumes that the investor pays no taxes.

	2018 (%)	2019 (%)	2020 (%)	2021 (%)	2022 (%)
Income Shares (GBP)	N/A	N/A	N/A	N/A	-16.76
Accumulation Shares (GBP)	N/A	N/A	N/A	N/A	-16.76

Source of performance data – Morningstar

Target Benchmark	2018 (%)	2019 (%)	2020 (%)	2021 (%)	2022 (%)
CPI +3%	5.17	4.34	3.61	8.54	13.84

Past performance is not a reliable indicator of future results. The value of investments and the income from them can go down as well as up and investors may not get back the amount originally invested.

APPENDIX G

Directory of Contact Details

ACD	Thesis Unit Trust Management Limited Exchange Building St John's Street Chichester PO19 1UP
Administrator, Registrar and Fund Accountant	Northern Trust Global Services SE 50 Bank Street Canary Wharf, London E14 5NT
<i>Dealing Office</i>	Thesis Unit Trust Management Limited Sunderland SR43 4AZ Tel: 0333 300 0375
Auditors	Grant Thornton UK LLP 30 Finsbury Square London EC2A 1AG
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
Depository	NatWest Trustee and Depository Services Limited House A, Floor 0 Gogarburn 175 Glasgow Road Edinburgh EH12 1HQ
Investment Adviser	Cerno Capital Partners LLP 34 Sackville Street, London W1S 3ED www.cernocapital.com
Financial Conduct Authority (FCA)	12 Endeavour Square London E20 1JN