



THESIS PM A FUND

PROSPECTUS

This document is the Prospectus of THESIS PM A FUND and is dated and valid as at 16 September 2022. This document replaces any previous prospectuses issued by the Fund.

It has been prepared in accordance with the rules contained in the Collective Investment Schemes sourcebook (COLL) and the Investment Funds sourcebook (FUND), which form 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 Trustee.

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THESIS PM A 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 Manager of the Fund, Thesis Unit Trust Management Limited, (the "Manager") has taken all reasonable care to ensure that the information contained in this document is, to the best of its knowledge and belief, in accordance with the facts and does not omit anything material to such information. The Manager accepts responsibility accordingly.

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

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

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

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

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

This Prospectus does not constitute an offer or solicitation to anyone in any country in

which such offer or solicitation is not lawful or authorised, or to any person to whom it is unlawful to make such offer or solicitation.

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

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

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

No part of this Prospectus may, be reproduced, stored in a retrieval system or transmitted in any form or any means, electronic, mechanical, photocopying, recording or otherwise without the prior written permission of the Manager.

DATA PROTECTION

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

Unitholders have the right to access their personal data processed by the Manager together with (in certain circumstances) the right to object to the processing of such data for legitimate reasons. A copy of the Manager's Privacy Notice relating to investors is available at www.tutman.co.uk or on request from compliance@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 & Controls Source book and Joint Money Laundering Steering Group guidance notes (which are updated from time to time) state that the Manager must check your identity and the

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

If you invest through a financial adviser they must fill an identity verification certificate on your behalf and send it to the Manager with your application.

CLIENT MONEY RULES

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

1. The Manager receives the money from a client in relation to the Manager's obligation to issue units in the fund in accordance with COLL; or
2. The money is held in the course of redeeming units, where the proceeds are paid to the client within the timeframe specified in COLL.

Where money is received in either of the circumstances set out in 1. or 2. above, the Manager must cease to operate the exemption if, by close of business on the Business Day following receipt of the money, it has not paid it over to the Trustee or the client as applicable.

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

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

RISK FACTORS

- **Collective investment schemes should be regarded as long term investments.**
- **The value of the units in the Fund is based upon the value of the underlying investments.**
- **The value of those investments and the income from them and consequently the value of the units and the income from them, can go down as well as up and are not guaranteed.**
- **Past performance is not a reliable indicator of future performance.**
- **The Fund may invest in currencies other than sterling. As a result, exchange rate changes may cause the value of overseas investments to rise or fall, and the value of the Units to go up or down.**
- **Investors may not get back the amount originally invested.**
- **Approved derivatives transactions are used for the purpose of efficient portfolio management (including hedging). It is, therefore, anticipated that the outcome of the use of derivatives would be principally to hedge against currency risks and to reduce, rather than to increase, the risk profile of the Fund. Movements in currencies may, however, render such hedging ineffective.**
- **The Fund may invest in warrants. A warrant is a time-limited right to subscribe for shares, debentures, loan stock or government securities and is exercisable against the original issuer of the underlying securities. A relatively small movement in the price of the underlying security results in a disproportionately large movement, unfavourable or favourable, in the price of the warrant. The prices of warrants can therefore be highly volatile.**
- **Custody risk: the Trustee may delegate the function of safekeeping of Financial Instruments to the Custodian, who may in turn appoint a custody agent. The Trustee or Custodian may hold Financial Instruments in fungible accounts (meaning the assets are interchangeable) or omnibus accounts (resulting in accounts being combined). The use of omnibus accounts gives rise to a potential risk that there could be a shortfall in the Financial Instruments held in such an account should the total of the Financial Instruments be less than the aggregate entitlement of the Fund. It is expected that such risks will be mitigated by the Custodian's trade matching and reconciliation processes, however in the event of an irreconcilable shortfall, the affected clients would bear the risk of any shortfall on a pro-rata basis and the Fund may not recover all of its Financial Instruments.**
- **Infectious diseases that pose significant threats to human health may be highly disruptive to global economies and markets. The economic and market disruptions caused by infectious diseases could significantly impact the value of the scheme property of the Fund and the value of distributions paid to investors.**

THESIS PM A FUND PROSPECTUS

1. Introduction

1.1 This document is the Prospectus of the **THESIS PM A FUND** (the 'Fund').

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

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

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

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

"Business Day"

any 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 or, regarding dealing (paragraph 23) means every day or part of a day, other than Saturdays, Sundays, public holidays in England or any day or part of a day on which the London Stock Exchange is not open for trading;

"CASS"

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

"CCP"

as defined in the FCA Glossary;

"COLL"

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

"Data Protection Law"

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

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

"Depositary Agreement"

the agreement between the Manager and the Trustee;

"EEA"

the European Economic Area;

"EEA State"	a member state of the European Union and any other state which is within the EEA;
"Eligible Institution"	one of the eligible institutions 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. The address for the Financial Conduct Authority is set out in Appendix E;
"FCA Glossary"	the glossary giving the meanings of the defined expressions used in the FCA Handbook;
"FCA Handbook"	the FCA's Handbook of rules and guidance 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 rules contained in the Investment Funds sourcebook published by the FCA as part of their Handbook of rules and guidance made under the Act as may be amended, or replaced, from time to time;
"Fund Accountant"	the person who provides fund accounting services, being Northern Trust Global Services SE, UK branch and its successor or successors as fund accountant;
"Home State"	as defined in the FCA Glossary;
"Investment Manager"	each of the investment managers retained by the Manager pursuant to the FCA Rules, being Schroder & Co. Limited, Evelyn Partners Asset Management

	Limited, Waverton Investment Management Limited and Veritas Investment Partners (UK) Limited and their respective successor or successors as investment manager to the Fund;
"Manager"	the manager holding office as such from time to time pursuant to the FCA Rules, being Thesis Unit Trust Management Limited and its successor or successors as manager of the Fund;
"Non-UCITS retail scheme"	an authorised fund which is neither a UK UCITS, a qualified investor scheme nor a long-term asset fund;
"OECD"	the Organisation for Economic Co-operation and Development;
"OTC"	over the counter (in relation to a transaction in an investment);
"Register"	the register of unitholders of the Fund;
"Registrar"	the person who maintains the Register, being Northern Trust Global Services SE, UK branch and its successor or successors as registrar;
"Rules"	the FCA Rules and any other regulations that may be made under sections 247 and 248 of the Act and for the time being in force;
"Scheme Property"	as defined in the FCA Glossary;
"Trust Deed"	the deed constituting the Fund dated 25 March 2009 and made between the Manager and the Trustee as may be amended, varied or supplemented from time to time by agreement between the Manager and the Trustee;
"Trustee"	the person to whom is entrusted the safekeeping of all of the scheme property of the Fund (other than certain Scheme Property designated by the FCA Rules), being NatWest Trustee and Depositary Services Limited and its successor or successors as trustee;
"UCITS"	an undertaking for collective investment in transferable securities. This will include a UCITS scheme or an EEA UCITS scheme, each as defined in the FCA Glossary;
"UCITS Directive"	the European Parliament and Council Directive of 13 July 2009 on the co-ordination of laws, regulations and administrative provisions relating to undertakings for collective investments in

	transferable securities (UCITS) (No. 2009/65/EC), as amended;
"UK AIF"	as defined in the FCA Glossary;
"UK AIFM"	an AIFM established in the UK and with a permission under Part 4A of the Act to carry on the regulated activity of managing an AIF;
"UK AIFM regime"	(a) the AIFMD UK regulation; (b) the AIFMD Level 2 regulation; and (c) all other UK law and regulation (including FUND) which, when made, implemented AIFMD in the UK;
"UK GDPR"	Regulation 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) including as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the EUWA, and any statutory instruments that the UK government makes to amend deficiencies in retained European Union law by virtue of section 8 of the EUWA (as may be amended from time to time) following the UK's withdrawal from the European Union;
"UK UCITS"	as defined in the FCA Glossary;
"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"	a person as described in any of the following paragraphs: 1. With respect to any person, any individual or entity that would be a US Person under Regulation S of the 1933 Act. The Regulation S definition is set out below. Even if you are not considered a US Person under Regulation S, you can still be considered a "US Person" within the meaning of this Prospectus under Paragraphs 2, 3 and 4, below;

2. With respect to any person, any individual or entity that would be excluded from the definition of "Non-United States person" in Commodity Futures Trading Commission ("CFTC") Rule 4.7. The definition of "Non-United States person" is set out below;
3. With respect to individuals, any US citizen or "resident alien" within the meaning of US income tax laws as in effect from time to time. Currently, the term "resident alien" is defined under US income tax laws; or
4. With respect to persons other than individuals, (i) a corporation or partnership created or organised in the United States or under the law of the United States or any state, (ii) a trust where (a) a US court is able to exercise primary supervision over the administration of the trust and (b) one or more US persons have the authority to control all substantial decisions of the trust and (iii) an estate which is subject to US tax on its worldwide income from all sources;

Regulation S definition of US Person

1. Pursuant to Regulation S of the 1933 Act, "US Person" means:
 - (i) any natural person resident in the United States;
 - (ii) any partnership or corporation organised or incorporated under the laws of the United States;
 - (iii) any estate of which any executor or administrator is a US person;
 - (iv) any trust of which any trustee is a US person;
 - (v) any agency or branch of a foreign entity located in the United States;
 - (vi) any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a US Person;
 - (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated, or

(if an individual) resident in the United States;
or

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

6. Notwithstanding (1) above, any agency or branch of a US Person located outside the United States shall not be deemed a "US Person" if:

- (i) the agency or branch operates for valid business reasons; and
- (ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located;

7. The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organisations, their agencies, affiliates and pension plans shall not be deemed "US Persons".

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

"Non-United States persons" definition

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

1. a natural person who is not a resident of the United States or an enclave of the US government, its agencies or instrumentalities;
2. a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a non-US jurisdiction and which has its principal place of business in a non-US jurisdiction;
3. an estate or trust, the income of which is not subject to US income tax regardless of source;
4. an entity organised principally for passive investment such as a pool, investment

company or other similar entity, provided, that units of participation in the entity held by persons who do not qualify as Non-United States persons or otherwise as qualified eligible persons (as defined in CFTC Rule 4.7(a)(2) or (3)) represent in the aggregate less than 10% of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by persons who do not qualify as Non-United States persons in a pool with respect to which the operator is exempt from certain requirements of Part 4 of the CFTC's regulations by virtue of its participants being Non-United States persons; and

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

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

2. The Fund

- 2.1 The Fund is an authorised unit trust scheme for the purposes of the Act.
- 2.2 The Fund is a Non-UCITS retail scheme, being a category of authorised scheme for the purposes of COLL 1.2.1R. The Fund is a UK AIF for the purposes of FUND and the UK AIFM regime.
- 2.3 The Fund was authorised by the Financial Services Authority pursuant to an authorisation order dated 25 March 2009 and was launched on 1 May 2009. The FCA product reference number for the Fund is 495596.
- 2.4 The Financial Services Authority was superseded by the FCA and the Prudential Regulation Authority in 2013.
- 2.5 The base currency of the Fund is pounds sterling.
- 2.6 The Fund has an unlimited duration.
- 2.7 The Fund is a collective investment scheme in which each investor's funds are pooled with all other investors' funds. The Manager takes reasonable steps to ensure that each investment transaction carried out within the Fund is suitable for the Fund, having regard to the investment objective and policy of the Fund. This Prospectus is intended to provide information to potential investors about the Fund.
- 2.8 Historical performance figures for the Fund are given at Appendix C.
- 2.9 Unitholders are not liable for the debts of the Fund.
- 2.10 **Winding up of the Fund**

The Fund will continue until wound up in accordance with the Rules. The Trustee shall proceed to wind up the Fund:

- (a) if the authorisation order declaring the Fund to be an authorised unit trust scheme is revoked;
- (b) if alterations to the Fund's Trust Deed and Prospectus are required to take effect in accordance with section 251 of the Act;
- (c) if an extraordinary resolution is passed to wind-up the Fund and the FCA's prior consent to the resolution has been obtained by the Manager or the Trustee;
- (d) if the Manager or the Trustee requests the FCA to revoke the authorisation order and the FCA has agreed (provided no material change in any relevant factor occurs) that on the conclusion of winding-up of the Fund, the FCA will agree to that request;
- (e) on the effective date of a duly approved scheme of arrangement which results in all the property of the fund that is subject to the scheme of arrangement being left with no property; or

- (f) the expiry of any period specified in the Trust Deed as the period at the end of which the Fund is to be wound up.

If any of the events set out in paragraph 2.10 above occur, the FCA Rules concerning pricing and dealing and investment and borrowing powers respectively, will cease to apply, the Trustee shall cease the creation and cancellation of units and the Manager will cease issuing, redeeming, buying and selling units.

In the case of an scheme of arrangement referred to in paragraph 2.10(e) above the Trustee shall wind up the Fund in accordance with the approved scheme of arrangement.

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

Any unclaimed net proceeds or other cash held by the Trustee after twelve months from the date the proceeds became payable, shall be paid by the Trustee into court, although the Trustee will have the right to retain any expenses incurred in making that payment. On completion of the winding-up, the Trustee shall notify the FCA in writing of that fact and the Trustee or the Manager shall request the FCA to revoke the Order of Authorisation.

3. Investment objectives and policy

- 3.1 The Fund is designed to achieve growth in capital and income by investing in any country and in any economic sectors of the world. Its policy is to allow for maximum diversification of investment risk with the £ Sterling private investor in mind. Balanced growth in terms of income and capital gains will be sought by constructing an international spread of investments.

The Fund may invest in transferable securities, money market instruments, deposits, units in collective investment schemes, derivative instruments and forward transactions. **Derivatives will be used only for efficient portfolio management (including hedging).**

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

Performance Comparator

The Fund uses the Investment Association Flexible Investment peer group for performance comparison purposes. The peer group has been selected as a comparator for performance because it consists of funds similar to the Fund. Many funds sold in the UK are grouped into sectors by the Investment Association (the trade body that represents UK investment managers) to help investors to compare funds with broadly similar characteristics. It is therefore an appropriate comparator for the Fund's performance.

The Manager reserves the right to change the peer group following consultation with the Trustee and in accordance with the rules of COLL. A change could arise, for example, where the Manager determines that an alternative may be more appropriate. Unitholders

will be notified of such a change through an update to the Prospectus and the change noted in the subsequent annual and half yearly reports.

4. Investor Profile

- 4.1 The Fund is available for investment by the general public. It is suitable for any type of investor not interested in or informed about capital market topics, but who see investment funds as a convenient 'savings' vehicle. It is also suitable for more experienced investors wishing to attain defined investment objectives.

The Fund is not suitable for short term investment and should therefore generally be regarded as a long-term investment. The Fund is suitable for investors who can afford to set aside capital for at least five years as the investor must be able to accept the risk of losses. It is designed for the investment objective of building up capital. For investors holding a portfolio of securities, it can play the role of a core position. The investor must be able to accept capital and income risk and high losses.

5. Limitations on type of investments

- 5.1 All the property of the Fund must be invested in any or all of the following assets: transferable securities, money market instruments, derivatives, deposits and units in collective investment schemes, except that cash or near cash may be held for the pursuit of the Fund's investment objectives or redemption of units or for the efficient management of the Fund in accordance with its investment objectives or any other purpose reasonably regarded as ancillary to the investment objectives of the Fund. From time to time the Fund may have a higher than usual level of liquidity if the Manager considers that to be in the interests of unitholders. **Derivatives will be used only for efficient portfolio management (including hedging).**
- 5.2 The investment objectives and policy set out in paragraph 3 are subject to the limits on investment under the FCA Rules and as set out in this Prospectus. These limits are summarised below. Subject to those limits, there is no restriction on the proportion of the assets of the Fund which may consist of assets of any of the descriptions set out in paragraph 5.1.
- 5.3 The Fund will not maintain an interest in immovable property or tangible movable property.
- 5.4 Generally, the Fund will invest in "approved securities" within the meaning of COLL. However, the whole of the property of the Fund may be invested in any of the permitted classes of asset described above.
- 5.5 Under normal circumstances, the Manager would expect substantially all of the assets of the Fund to be invested in investments appropriate to the Fund's investment objectives, with not more than 20% held in cash. The Manager may hold cash in the Fund to the extent that this is reasonably necessary to enable pursuit of the Fund's investment objectives, the redemption of units, the efficient management of the Fund or other purposes ancillary to the Fund's investment objectives.

6. Permitted types of Scheme Property

Investments permitted for the Fund are as follows:

6.1 **Approved securities**

6.1.1 The Scheme Property may be invested in approved securities. An approved security is a transferable security that is admitted to an official listing in the UK or an EEA State or is traded 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 open to the public and regularly traded; further details are set out in sub-paragraph 6.9 below.

6.2 **Transferable securities**

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

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

6.3 **Money market instruments**

6.3.1 The Fund 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.

6.3.2 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) or (b) or is subject to yield adjustments as set out in (c).

6.3.3 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 Manager to redeem units at the request of any qualifying unitholder.

6.3.4 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:

- (a) enabling the Manager 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 transaction; and

- (b) based either on market data or on valuation models including systems based on amortised costs.

6.3.5 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 authorised fund manager that would lead to a different determination.

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

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

- (a) listed on or normally dealt on an eligible market; or
- (b) liquid and whose value can accurately be determined at any time, provided the money market instrument is:
 - (i) issued or guaranteed by a central, regional or local authority of the UK or an EEA State, the Bank of England, a central bank of an EEA State, the European Central Bank, the European Union or the European Investment Bank, a non-EEA State or, in the case of a federal state, by one of the members making up the federation, or by a public international body to which the UK 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.

6.4 Derivatives

6.4.1 A transaction in derivatives or a forward transaction must not be effected for the Fund unless:

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

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

- 6.4.3 Where a transferable security or money market instrument embeds a derivative, this must be taken into account for the purposes of complying with these requirements.
- 6.4.4 Where the Fund invests in an index based derivative, provided the relevant index falls within the relevant requirements of COLL, the underlying constituents of the index do not have to be taken into account for the purposes of restrictions spread, subject to the Manager taking account of COLL in relation to prudent spread of risk.
- 6.4.5 A transaction in an approved derivative must be effected on or under the rules of an eligible derivatives market or comply with the requirements for transactions in OTC derivatives as described below.
- 6.4.6 A transaction in a derivative must not cause the Fund to diverge from its investment objectives as stated in the Trust Deed of the Fund and in this Prospectus.
- 6.4.7 A transaction in a derivative must not be entered into if the intended effect is to create the potential for an uncovered sale of one or more, transferable securities, money market instruments, units in collective investment schemes, or derivatives.
- 6.4.8 Any forward transaction must be with an approved counterparty under COLL.
- 6.4.9 No agreement by or on behalf of the Fund to dispose of property or rights (except for a deposit) may be made:
- (a) unless the obligation to make the disposal and any other similar obligations could immediately be honoured by the Fund by delivery of property or the assignment of rights; and
 - (b) the property and rights at (a) are owned by the Fund at the time of the agreement.
- 6.4.10 The transaction alone or in combination must be reasonably believed by the Manager to diminish a risk of a kind or level which it is sensible to reduce.
- 6.4.11 Each derivative transaction must be fully covered by cash, near cash or other property sufficient to meet any obligation which could arise.
- 6.4.12 A transaction in an OTC derivative must be:
- (a) with an approved counterparty. A counterparty to a transaction in derivatives is approved only if the counterparty is:
 - 1. an Eligible Institution or an Approved Bank; or
 - 2. a person whose permission (including any requirements or limitations), as published in the Financial Services Register provided by the FCA, permits it to enter into the transaction as principal off-exchange;

3. a CCP that is authorised in that capacity for the purposes of EMIR;
 4. a CCP that is recognised in that capacity in accordance with the process set out in article 25 of EMIR; or
 5. to the extent not already covered above, a CCP supervised in a jurisdiction that:
 - (1) has implemented the relevant G20 reforms on over-the-counter derivatives to at least the same extent as the United Kingdom; and
 - (2) 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.
- (b) on approved terms. The terms of the transaction in derivatives are approved only if the Manager:
- (i) carries out, at least daily, a reliable and verifiable valuation in respect of that transaction corresponding to its fair value and which does not rely only on market quotations by the counterparty; and
 - (ii) can enter into one or more further transactions to sell, liquidate or close out that transactions at any time, at its fair value;
- (c) capable of reliable valuation; a transaction in derivatives is capable of reliable valuation only if the Manager 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:
- (i) on the basis of an up-to-date market value which the Manager and the Trustee have agreed is reliable; or
 - (ii) if the value referred to in (i) is not available, on the basis of a pricing model which the Manager and the Trustee have agreed uses an adequate recognised methodology; and
- (d) 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:
- (i) an appropriate third party which is independent from the counterparty of the derivative, at an adequate frequency and in such a way that the Manager is able to check it; or
 - (ii) a department within the Manager which is independent from the department in charge of managing the Scheme Property and which is adequately equipped for such a purpose.

- 6.4.13 For the purposes of paragraph (b)(i) above, "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.
- 6.4.14 The Trustee must take reasonable care to ensure that the Manager has systems and controls that are adequate to ensure compliance with paragraphs (a) to (d) above.

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

6.5 Deposits

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

6.6 Collective investment schemes

- 6.6.1 The Fund may invest in units in a collective investment scheme (the "second scheme") provided that the second scheme satisfies all of the following conditions:
- (i) it is a UCITS or satisfies the conditions necessary for it to enjoy the rights conferred by the UCITS Directive as implemented in the EEA; or
 - (ii) it is a scheme recognised under section 272 of the Act; or
 - (iii) it is a Non-UCITS retail scheme; or
 - (iv) it is constituted outside the United Kingdom and the investment and borrowing powers of which are the same or more restrictive than those of a Non-UCITS retail scheme; or
 - (v) is a scheme not falling within (i) to (iv) and in respect of which no more than 20% in value of the Scheme Property (including any transferable securities which are not approved securities) is invested;
- (b) the second scheme operates on the principle of the prudent spread of risk; and
- (c) the second scheme is prohibited from having more than 15% in value of the property of that scheme consisting of units in collective investment schemes; and
- (d) the participants in the second scheme must be entitled to have their units redeemed in accordance with the scheme at a price:

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

A list of the locations of the establishment of any second schemes which the Fund may invest in from time to time is shown in Appendix D.

Subject to the restrictions above, investment may be made in other collective investment schemes managed by the Manager or an associate of the Manager, provided that the Manager makes good to the Fund certain amounts specified in COLL 5.2.16R.

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

6.7 Warrants

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

A warrant is a time-limited right to subscribe for shares, debentures, loan stock or government securities and is exercisable against the original issuer of the underlying securities. A relatively small movement in the price of the underlying security results in a disproportionately large movement, unfavourable or favourable, in the price of the warrant. The prices of warrants can therefore be highly volatile.

6.8 Spread: General

- 6.8.1 This paragraph does not apply in respect of a transferable security or an approved money-market instrument to which paragraph 6.9 applies.

- 6.8.2 The specific limits are set out as follows:

- (a) not more than 20% in value of the Scheme Property is to consist of deposits with a single body;
- (b) not more than 10% in value of the Scheme Property is to consist of transferable securities or money market instruments issued by a single body (except that the limit of 10% is raised to 25% in value of the Scheme Property in respect of covered bonds);
- (c) exposure to any one counterparty in an OTC derivative transaction shall not exceed 10% in value of the scheme; and

- (d) not more than 35% in value of the Scheme Property is to consist of the units of any one collective investment scheme.

In applying the limit under paragraph (b) above, certificates representing certain securities are to be treated as equivalent to the underlying securities.

6.8.3 For the purposes of this paragraph 6.8, a single body is:

- (a) in relation to transferable securities and money market instruments, the person by whom they are issued; and
- (b) in relation to deposits, the person with whom they are placed.

6.8.4 Where no more than 35% in value of the Scheme Property is invested in government and public 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.

6.9 **Spread: Government and Public Securities**

6.9.1 The following applies in respect of transferable securities or approved money-market instruments ("such securities") that are issued or guaranteed by:

- (a) the UK or an EEA State;
- (b) a local authority of the UK or an EEA State;
- (c) a non-EEA State; or
- (d) a public international body to which the UK or one or more EEA States belong.

6.9.2 **The Fund may invest more than 35% in value of the Scheme Property in such securities issued by any one body, provided that:**

- (a) the Manager has before any such investment is made consulted with the Trustee and as a result considers that the issuer of such securities is one which is appropriate in accordance with the investment objectives of the Fund;**
- (b) no more than 30% in value of the Scheme Property consists of such securities of any one issue; and**
- (c) the Scheme Property includes such securities issued by that or another issuer, of at least six different issues.**

6.9.3 In relation to such securities:

- (a) issue, issued and issuer include guarantee, guaranteed and guarantor; and
- (b) 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.

6.9.4 Notwithstanding paragraph 6.8.1 and subject to paragraphs 6.8.2(a) and 6.8.3

above, in applying the 20% limit in paragraph 6.8.2(a) with respect to a single body, such securities issued by that body shall be taken into account.

6.9.5 More than 35% in value of the Scheme Property may be invested in such securities issued by:

- (a) the Government of the United Kingdom, and**
- (b) the Government of the United States of America.**

6.10 Eligible markets

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

6.10.2 Eligible markets include any market established in the UK or a member state of the European Economic Area ("member state") on which transferable securities and money market instruments admitted to official listing in the member state are dealt in or traded.

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

- (a) is regulated;
- (b) operates regularly;
- (c) is recognised;
- (d) is open to the public;
- (e) is adequately liquid; and
- (f) has adequate arrangements for unimpeded transmission of income and capital to or to the order of investors.

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

6.10.5 Eligible derivatives markets are markets which the Manager, after consultation with and notification of the Trustee, 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).

6.10.6 The eligible derivatives markets for the Fund are set out in Appendix A to this Prospectus.

6.11 General

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

6.11.2 The restrictions on investment set out above are tighter than those imposed by the FCA Rules in the following respects:

- a) for the purposes of paragraph 6.5, the FCA Rules do not require a certain rating for an Approved Bank.

7. Borrowing

7.1 The Trustee may, in accordance with the FCA Rules and with the instructions of the Manager, borrow sums of money for the use of the Fund on terms that the borrowing is repayable out of the Scheme Property.

7.2 Borrowings must not exceed 10% of the value of the Scheme Property.

7.3 Borrowing may be made from the Trustee or an associate of it at a normal commercial interest rate.

7.4 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.

8. Efficient Portfolio Management

8.1 The Manager may utilise the property of the Fund to enter into transactions for the purpose of efficient portfolio management. There is no limit on the amount of the property of the Fund which may be used for these purposes, but there are three broadly based requirements which the Manager has adopted:

8.1.1 The transactions must be **economically appropriate** for the purposes of efficient portfolio management.

8.1.2 The exposure must be **fully covered** by cash or other property sufficient to meet any obligation to pay or deliver that could arise.

8.1.3 The transactions must be entered into for one or more three specific aims, namely:

(a) The reduction of risk;

(b) The reduction of cost; or

(c) The generation of additional capital or income for the Fund with, a risk level which is consistent with the risk profile of the Fund and the risk diversification rules laid down in COLL.

8.1.4 The first two aims, together or separately, allow for tactical asset allocation; that is a switch in exposure through the use of derivatives rather than through the sale and purchase of underlying property.

8.1.5 Similarly, the aim of reduction of risk allows for the use of derivatives with a view to switching the currency exposure of all or part of the underlying Scheme Property away from a currency which the Manager considers to be unduly prone to risk.

8.2 Economically appropriate

8.2.1 The guidelines adopted by the Manager, under which the Fund 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 Fund to be economically appropriate to the efficient portfolio management of the Fund.

8.2.2 This means that the Manager 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 Fund is certain (or certain barring events which are not reasonably foreseeable) to derive a benefit from the transaction;

8.2.3 The transaction may not be entered into if its purpose could reasonably be regarded as speculative.

8.2.4 Where the transaction relates to the actual or potential acquisition of transferable securities, the Manager must intend that the Fund should invest in transferable securities within a reasonable time and must ensure thereafter that, unless the position has itself been closed out, that intention is realised within that reasonable time.

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

9. **Stock Lending**

9.1 The Manager may request the Trustee to enter into stock lending transactions in respect of the Fund. The purpose of the stock lending transaction must be for the generation of capital or income for the Fund with no, or an acceptably low, degree of risk.

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

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

10.1 The Fund'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 28 February

Interim income allocation date 31 August

- 10.2 Distributions of income for the Fund are made on or before the annual income allocation date and on or before the interim income allocation date in each year.
- 10.3 Long reports will be made available, without charge, on request to the Manager or by the public during normal working hours at the Manager's place of business. The address for the Manager's place of business is set out in Appendix E. Long reports will be published and made available within four months of the annual accounting date.
- 10.4 An annual statement made up to 5 April will be issued to unitholders. This will detail the unitholder's current holding, transactions during the year, and income paid. Interim statements are available on request.

11. Characteristics of units

- 11.1 The Fund will issue income and accumulation units.
- 11.2 Income receivable in respect of income units is distributed to unitholders. Holders of accumulation units are not entitled to be paid the income attributable to such units, but that income is automatically transferred to (and retained as part of) the capital assets of the Fund at the end of the relevant distribution period and is reflected in the price of an accumulation unit. An income unit represents one undivided share in the capital property of the Fund. An accumulation unit represents one undivided share in the capital property plus further units relating to net income retained. Each unit ranks *pari passu* with the other units in the Fund.
- 11.3 The nature of the right represented by units is that of a beneficial interest under a trust.
- 11.4 No certificates are issued to unitholders.
- 11.5 Title to units is evidenced by the entry on the Register. Unitholders may but need not support an instruction to the Manager by enclosing the contract note or the most recent annual statement or copies of such documents.

12. Payment of Distributions

- 12.1 The income available for distribution is determined with the Trust Deed and COLL. It comprises all income received or receivable for the account of the Fund in respect of the accounting period concerned, after deducting net charges and expenses paid or payable out of such income and after making such adjustments as the Manager considers appropriate, after consulting with the Fund's auditors, in accordance with COLL, in relation to taxation and other matters.
- 12.2 Each holder of income units is entitled, on the interim income allocation date and the annual income allocation date, to the net income attributable to his holding.
- 12.3 Net income on accumulation units is not distributed but is accumulated, being automatically reinvested after the annual accounting reference date and half yearly accounting dates to increase the value of each unit.

- 12.4 The Manager reserves the right to change or create additional accounting and income distribution dates, usually as a result of accounting or taxation changes.
- 12.5 On the income allocation dates, an amount, determined by the Manager as described above, is either paid, reinvested or accumulated to those unitholders who are entitled to the distribution by reference to their holding on the Register at the previous accounting date. Payments will be made by means of direct credit to the unitholder's nominated bank account. If the income allocation date is not a Business Day, payment will be made on the next Business Day.
- 12.6 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 Fund.

13. Meetings of Unitholders, Voting Rights and service of notices or documents

- 13.1 A meeting of unitholders duly convened and held may, by extraordinary resolution, effect certain matters including:
- 13.1.1 authorise any modification, alteration or addition to the provisions of the Trust Deed relating to the Fund which have been properly put forward;
 - 13.1.2 authorise the departure by the Manager from a policy statement or set of investment objectives included in the Prospectus;
 - 13.1.3 remove the Manager (or determine that the Manager be removed as soon as this is permitted by law); and
 - 13.1.4 approve a proposed scheme of amalgamation or of reconstruction put forward by the Manager.
- 13.2 A meeting of unitholders has no powers other than those contemplated by the Rules.
- 13.3 Unitholders must receive at least 14 days' notice of any meeting of unitholders and are entitled to be counted in the quorum and vote at any such meeting either in person or by proxy.
- 13.4 The quorum at a meeting of unitholders shall be two unitholders present in person or by proxy.
- 13.5 At any meeting of unitholders, on a show of hands every unitholder 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.
- 13.6 On a poll, every unitholder who is present in person or by proxy shall have one vote for every complete undivided share in the property of the Fund and a further part of one vote proportionate to any fraction of such an undivided share of which he is the unitholder. A unitholder 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.
- 13.7 Any resolution put to a meeting of unitholders will be proposed as an extraordinary resolution which to be passed requires a majority of 75% of the total number of votes cast for and against such a resolution.

- 13.8 In the context of despatch of notice, "unitholders" means the persons who were entered in the Register 7 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.
- 13.9 In the context of voting, "unitholders" means the persons who were entered on the Register 7 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.
- 13.10 The Manager is not entitled to vote at or be counted in a quorum at a meeting of unitholders in respect of units held or deemed to be held by the Manager, except where the Manager holds units on behalf of, or jointly with, a person who, if himself the sole registered unitholder would be entitled to vote, and from whom the Manager has received voting instructions. Associates of the Manager are entitled to be counted in a quorum and, if they hold units on behalf of a person who would have been entitled to vote if he had been a registered unitholder and they have received voting instructions from that person, may vote in respect of such units pursuant to such instructions.
- 13.11 Any notice or document to be served upon a unitholder will be duly served if it is:
- 13.11.1 delivered to the unitholder's address as appearing in the Register; or
 - 13.11.2 delivered by using an electronic medium in accordance with paragraph 30.
- 13.12 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.
- 13.13 Any document left at a registered address or delivered other than by post is deemed to have been served on that day.
- 13.14 Any document or notice to be served on or information to be given to a unitholder, must be in legible form.
- For this purpose, any form is legible form which:
- 13.14.1 is consistent with the Manager's knowledge of how the recipient of the document wishes or expects to receive the document;
 - 13.14.2 is capable of being provided in hard copy by the Manager;
 - 13.14.3 enables the recipient to know or record the time of receipt; and
 - 13.14.4 is reasonable in the context.
- 13.15 The Manager must obtain the prior approval of unitholders by extraordinary resolution for any proposed change to the Fund that is a fundamental change. This is a change or event which:
- 13.15.1 changes the purpose or nature of the Fund;
 - 13.15.2 may materially prejudice a unitholder;
 - 13.15.3 alters the risk profile of the Fund; or
 - 13.15.4 introduces a new type of payment out of the Fund property.

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

- 13.15.5 affects a unitholder's ability to exercise his rights in relation to his investment;
- 13.15.6 would reasonably be expected to cause the unitholder to reconsider his participation in the Fund;
- 13.15.7 results in any increased payments out of the Fund property to the Manager or an associate of the Manager; or
- 13.15.8 materially increase other types of payment out of the Fund property.

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

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

14. The Manager

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

Registered and Head Office:

Exchange Building, St John's Street, Chichester, West Sussex PO19 1UP

Telephone: 01243 531 234

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

- 14.3 The directors of the Manager and their business occupations are as follows:

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

- 14.4 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. In particular Thesis Asset Management Limited, which acts as an investment manager for some authorised funds operated by the Manager.
- 14.5 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 Fund.
- 14.6 The Manager is authorised and regulated by the FCA and is authorised to carry on certain permitted regulated activities in the United Kingdom in accordance with the Act.
- 14.7 The Manager acts as an authorised fund manager to other regulated collective investment schemes. Details of these schemes, as at the date of this Prospectus, are set out in Appendix B.
- 14.8 The Manager will cover at all times the risks outlined below of loss or damage caused by any relevant person through the negligent performance of activities for which the Manager has legal responsibility by maintaining an amount of own funds, and will comply with the qualitative requirements addressing such risks, in each case, in accordance with the UK AIFM regime and the FCA Rules. In addition, the Manager holds significant professional indemnity insurance against liability arising from professional negligence which is appropriate to the risks covered, and will comply with the qualitative requirements addressing such risks, in each case, in accordance with the UK AIFM regime and the FCA Rules.
- 14.9 The risks which are specifically covered by this approach include, without being limited to, risks of:
- 14.9.1 loss of documents evidencing title of assets of the Fund;
 - 14.9.2 misrepresentations or misleading statements made to the Fund or its investors;
 - 14.9.3 acts, errors or omissions resulting in a breach of:
 - (a) legal and regulatory obligations;
 - (b) duty of skill and care towards the Fund and its investors;
 - (c) fiduciary duties;
 - (d) obligations of confidentiality;
 - (e) the terms of the Trust Deed;
 - (f) terms of appointment of the Manager by the Fund;
 - 14.9.4 failure to establish, implement and maintain appropriate procedures to prevent dishonest, fraudulent or malicious acts;
 - 14.9.5 improperly carried out valuation of assets or calculation of unit prices;
 - 14.9.6 losses arising from business disruption, system failures, failure of transaction

processing or process management.

15. Trustee

The Trustee and depositary of the Fund is NatWest Trustee and Depositary Services Limited, a private limited company, registered in England and Wales on 8 February 2018, with company number 11194605.

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

The Trustee's registered office is at 250 Bishopsgate, London EC2M 4AA. The Trustee's head office address is 440 Strand, London WC2N 5LR. The address which handles matters relating to the Fund is set out in Appendix E.

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

The Trustee is established in the UK and is authorised and regulated by the Financial Conduct Authority to act as a depositary for a UK UCITS and a UK AIF.

Duties of the Trustee

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

Terms of appointment

The appointment of the Trustee as trustee has been made under the terms of the Trust Deed between the Manager and Trustee. The Trustee has also been appointed as the depositary of the Fund pursuant to the Depositary Agreement.

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

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

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

However, where the event which led to the loss of a Financial Instrument is not the result of the Trustee's own act or omission (or that of its sub-custodian), the Trustee is discharged of its liability for the loss of a financial instrument where the Trustee can prove that the Trustee could not have reasonably prevented the occurrence of the event which led to the loss despite adopting all precautions incumbent on a diligent depositary as

reflected in common industry practice and despite rigorous and comprehensive due diligence. The Manager will inform investors without delay of any changes with respect to the Trustee's liability.

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

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

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

Details of the fees payable to the Trustee are set out in paragraph 21.4.

Conflicts of interest

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

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

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

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

16. The Registrar, Administrator and Fund Accountant

The Manager has delegated the functions of administration and fund accountancy to Northern Trust Global Services SE, UK branch as 'Administrator' to the Fund.

Northern Trust Global Services SE's address is set out in Appendix E.

The duties of the Registrar and Administrator include:

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

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

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

17. The Register

17.1 Northern Trust Global Services SE, UK branch will establish and maintain the Register as 'Registrar' to the Fund.

17.2 The Register can be inspected at the office of the Registrar at 50 Bank Street, Canary Wharf, London E14 5NT.

18. Investment Managers

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

18.1.1 Waverton Investment Management Limited ("Waverton")

a private limited company incorporated in England and Wales on 30 July 1986 with number 02042285 whose registered address and principal place of business is set out in Appendix E. The principal activities of Waverton Investment Management Limited are discretionary investment management.

17.1.2 Schroder & Co. Limited ("Schroders")

a private limited company incorporated in England on 27 July 1988 with number

02280926, whose registered office and principal place of business is set out in Appendix E. The principal activity of Schroder & Co. Limited is discretionary investment management.

17.1.3 Evelyn Partners Asset Management Limited (“Evelyn Partners”)

a private limited company incorporated in England on 24 December 1999 with number 03900078, whose registered office and principal place of business is set out in Appendix E. The principal activity of Evelyn Partners Asset Management Limited is discretionary investment management.

17.1.4 Veritas Investment Partners (UK) Limited (“Veritas”)

a private limited company incorporated in England on 13 March 2020 with number 12516583, whose registered office and principal place of business is set out in Appendix E.

- 18.2 Each of Waverton, Evelyn Partners and Veritas is authorised to carry on investment business by virtue of its authorisation and regulation by the FCA.
- 18.3 Schroder & Co. Limited is authorised by the Prudential Regulation Authority and regulated by the FCA and the Prudential Regulation Authority.
- 18.4 The appointment of each Investment Manager has been made under an agreement between the Manager and the Investment Manager. Each Investment Manager has full discretionary powers over the investment of the property of the Fund subject to the overall responsibility and right of veto of the Manager. The agreements between the Manager and each Investment Manager are terminable without notice by the Manager when this is in the interest of unitholders, and on three months’ notice by the Investment Managers. The Investment Managers may only sub-delegate their functions with the prior consent of the Manager.
- 18.5 Each of the Investment Managers are authorised to deal on behalf of the Fund. None of the Investment Managers are connected to the Manager.
- 18.6 Each Investment Manager is required to comply with its own order execution policy to allow it to obtain the best possible results for the Fund. A copy of each Investment Manager’s execution policy is available on request from the Manager, or may be available on each Investment Manager’s website (listed in Appendix E).
- 18.7 The agreements contain provisions to the following effect:
- 18.7.1 the Manager will indemnify the Investment Managers against certain losses incurred by the Investment Manager but, in the absence of fraud, the Manager’s liability will be limited to the assets of the Fund available to meet such a claim;
- 18.7.2 the Investment Managers will be liable for certain losses suffered by the Manager or the Fund. In the absence of fraud certain limitations apply to an investment manager’s liability;
- 18.7.3 the Investment Managers shall not be liable for non-performance of its obligations due to causes beyond its control; and

18.7.4 the agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

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

18.8.1 By investing in the Fund through Electronic Communications, by telephone or by submitting an application form to the Administrator, the investor makes an offer to subscribe for units which, once it is accepted by the Manager, or the Administrator on its behalf, has the effect of a binding contract to subscribe for units.

18.8.2 The provisions of the scheme documents made between the Manager and the Trustee by way of which the Fund is constituted, as the same may be amended from time to time are binding on each of the unitholders (who are taken to have notice of them) as if that unitholder was a party to it with effect on and from the date that any person has become a unitholder.

18.8.3 The property of the Fund will be beneficially owned by the Trustee on behalf of the holders of units of the Fund and may not be used to discharge any liabilities of, or meet any claim against, any person other than the holders of units of the Fund.

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

18.8.5 The scheme documents may be amended by agreement between the Manager and the Trustee.

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

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

18.8.8 Each Investment Manager has discretion to enter into foreign exchange hedging transactions and borrowings on behalf of the Fund. The Investment Manager may appoint an affiliate of any existing service provider or any other

third party to act as a counterparty in the execution of foreign exchange transactions in connection with the currency hedging activities of the Fund and/or to implement the currency hedging strategy.

19. Auditors

- 19.1 The Auditors of the Fund are Grant Thornton UK LLP whose address is set out in Appendix E.
- 19.2 The duties of the Auditors are to carry out an annual audit of the Fund and to issue a report including the following statements:
- 19.2.1 whether, in the Auditor's opinion, the accounts have been properly prepared in accordance with the relevant Statement of Recommended Practice, the rules in COLL, and the instrument constituting the scheme;
 - 19.2.2 whether, in the Auditor's opinion, the accounts give a true and fair view of the net revenue and the net capital gains or losses on the Scheme Property of the Fund for the annual accounting period in question and the financial position of the Fund as at the end of that period;
 - 19.2.3 whether the Auditor is of the opinion that proper accounting records for the Fund have not been kept or whether the accounts are not in agreement with those records;
 - 19.2.4 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
 - 19.2.5 whether the Auditor is of the opinion that the information given in the report of the Manager for that period is consistent with the accounts.

20. Conflicts

- 20.1 Conflicts may arise between the interests of the Manager and its permitted delegates in certain circumstances, for example, where there is likelihood that:
- 20.1.1 the delegate and an investor in the Fund are members of the same group or have any other contractual relationship, if the investor controls the delegate or has the ability to influence its actions (in such cases the likelihood of conflict is likely to increase the greater the extent of such control);
 - 20.1.2 the delegate makes a financial gain, or avoids a financial loss, at the expense of the Fund or the investors in the Fund;
 - 20.1.3 the delegate has an interest in the outcome of a service or an activity provided to the Manager or the Fund;
 - 20.1.4 the delegate has a financial or other incentive to favour the interest of another client over the interests of the Fund or the investors in the Fund;
 - 20.1.5 the delegate receives or will receive from a person other than the Manager an inducement in relation to the collective portfolio management activities

provided to the Manager and the Fund in the form of monies, goods or services other than the standard commission or fee for that service.

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

21. Payments out of Scheme Property

21.1 Preliminary charge

The Manager may receive, or waive in part or in whole, a preliminary charge upon the sale of units. The current preliminary charge is 6% in respect of all classes of units. If not waived, the preliminary charge will be charged upon the sale of units.

21.2 Periodic charge

The Manager receives a periodic charge for managing the Fund at a rate per annum of the value of the property of the Fund accruing daily and payable out of the property of the Fund. The rate of the periodic charge is up to 1.1% (currently 0.85%) per annum and is the same in respect of all classes of units. The Manager is responsible for the payment of the fees of the Investment Managers and those of any sub-advisers. Research costs will be paid for by the Investment Managers out of this fee and shall not be borne by the Fund.

The periodic charge in respect of the Fund may, at the discretion of the Manager, be treated as an income charge or a charge against capital (or a combination of both) and will be paid monthly in arrears.

It should be noted that, where there is a charge against capital, this policy may result in capital erosion or constrain capital growth.

Any increase of the preliminary or periodic charge may be made by the Manager only after giving 60 days' written notice to the unitholders (in the case of the periodic charge) or to the Trustee (in the case of the preliminary charge).

21.3 Redemption charge

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

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

- 21.3.1 gave notice in writing of that introduction or change and of the date of its commencement, to the Trustee and to all the persons who ought reasonably to be known to the Manager to have made an arrangement for the purchase of units at regular intervals; and

21.3.2 has revised the Prospectus to reflect the introduction or change and the date of its commencement and has made the revised Prospectus available.

21.4 **Trustee's fees**

Periodic Fee

The Trustee is paid a monthly periodic fee (plus VAT) from the property of the Fund in remuneration for its services. The Trustee's fee is calculated on the value of the property of the Fund in accordance with the Trust Deed and the FCA Rules, and payable out of the Fund in accordance with the FCA Rules. For this purpose, the value of the Fund is inclusive of the issues and cancellations which take effect as at the relevant Valuation Point. The Trustee's fee shall accrue daily, and shall be calculated by reference to the value of the Fund at the first Valuation Point on the first Business Day and shall end immediately before the next Valuation Point in each month. The Trustee'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% per annum	on the first £50 million in value of the property of the Fund
0.025% per annum	on the next £50 million in value of the property of the Fund
0.02% per annum	on the next £100 million in value of the property of the Fund
0.015% per annum	on the value thereafter

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

Transaction and Custody charges

In addition to the above periodic fees, the Trustee shall also be entitled to be paid transaction charges and derivative and custody charges in relation to transaction and derivative transaction handling and safekeeping of 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

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 Manager and the Trustee. Custody charges accrue and are payable as agreed from time to time by the Manager and the Trustee.

Where relevant, the Trustee may make a charge for, or otherwise benefit from, providing services in relation to distributions, the provision of banking services, holding money on deposit, lending money, or engaging in stock lending or derivative transactions in relation to the Fund and may sell, or purchase or deal in the sale or purchase 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 Trustee will also be entitled to payment and reimbursement of all costs, liabilities and expenses properly incurred in the performance of, or arranging the performance of, functions conferred on it by the Trust Deed, the Depositary Agreement, the FCA Rules or by the general law.

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

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

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

21.5 **Administration and registration fees**

The administration of the Fund will be carried out by Northern Trust Global Services SE, UK branch. Its fees for valuation services and administration and registration fees will be paid by the Fund, as will the disbursements listed in the 'Other expenses and fees' section 21.7 below. These fees are accrued daily and charged to the Fund on a monthly basis. The administration fees are set percentages applied to the Fund's value.

The current administration fee is 9 basis points (0.09%) per annum, with a minimum annual fee of £25,000.

The current registration fee is £10 per annum per registered holder, with a minimum of £2,000 per annum.

21.6 Where the Trustee or the Manager is responsible for the maintenance of the Register or any sub-register, they shall be entitled to be reimbursed out of the property of the Fund for expenses incurred by them in performing those duties, together with any VAT payable.

21.7 **Other expenses and fees**

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

- 21.7.1 broker's commission (excluding costs for research), fiscal charges (including stamp duty and/or stamp duty reserve tax) and other disbursements which are necessary to be incurred in effecting transactions for the Fund and normally shown in contract notes, confirmation notes and difference accounts as appropriate;
- 21.7.2 expenses properly incurred by the Manager in the performance of its duties as manager of the Fund, including without limitation, the costs of preparation and distribution of reports, accounts, and any prospectuses, key investor information documents, or similar/equivalent documents (in the case of key investor information documents, or similar/equivalent documents only preparation and not distribution may be charged), the Trust Deed and any costs incurred as a result of changes to any prospectus or trust deed, periodic updates of any other administrative documents, as well as the cost of maintaining other documentation required to be maintained in respect of the Fund;
- 21.7.3 any costs incurred by the Fund in publishing the price of the units;
- 21.7.4 any costs incurred in producing and dispatching any payments made by the Fund, or the periodic reports of the Fund;
- 21.7.5 any reasonable general disbursements relating to postage and communication costs incurred in the proper performance of the transfer agent's duties relating to the Fund, which are currently carried on by the Registrar;
- 21.7.6 any fees or costs associated with any CASS related support activity incurred by the Registrar;
- 21.7.7 any fees, expenses or disbursements of any legal or other professional adviser of the Fund or of the Manager in relation to the Fund;
- 21.7.8 any costs incurred in taking out and maintaining an insurance policy in relation to the Fund;
- 21.7.9 any costs incurred in respect of meetings of unitholders convened for any purpose including those convened on a requisition by unitholders not including the Manager or an associate of the Manager;
- 21.7.10 liabilities on amalgamation or reconstruction including certain liabilities arising after transfer of property to the Fund in consideration for the issue of units as more fully detailed in COLL;
- 21.7.11 interest on borrowings and charges incurred in effecting or terminating such borrowings or in negotiating or varying the terms of such borrowings;
- 21.7.12 taxation and duties payable in respect of the property of the Fund or the issue or redemption of units;
- 21.7.13 the audit fees of the Auditors (including VAT) and any expenses of the Auditors;
- 21.7.14 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 United Kingdom in which units in the Fund are or may be marketed;

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

21.7.16 any payments otherwise due by virtue of COLL; and

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

21.8 **Allocation of charges**

The Manager and the Trustee have agreed that the fees payable to the Manager and the Trustee will be treated as a charge against the income of the Fund (except those charges and expenses relating directly to the purchase and sale of investments).

22. **Valuation of Fund and pricing of units**

22.1 The valuation of the Fund will take place on each Business Day at 12 noon (the "Valuation Point"). The valuation determines the net asset value of the Fund.

22.2 The Fund will value the Scheme Property using the dual pricing method. The Manager's policy on large deals is set out at paragraph 29.

The Manager calculates prices at which investors buy and sell units, in accordance with the dual-pricing method set out below. The basis of the calculation is the value of the underlying assets of the Fund. The Fund is valued either on a bid basis or on an offer basis, as appropriate. The maximum permitted spread is wider than the spread the Manager normally quotes for dealing, but the Manager may deal at any prices calculated in accordance with the provisions set out below and notified to the Trustee. The maximum offer price may not be more than the issue price plus any preliminary charge and the maximum bid price may not be less than the cancellation price.

The Manager's periodic charge (which is taken into account in valuations) is based upon values midway between offer and bid basis.

22.3 For the purpose of the pricing of units, a Business Day is defined as a day on which the dealing office of the Manager is open for the buying and selling of units. The Manager may at any time during a Business Day carry out an additional valuation of the property of the Fund if the Manager considers it desirable to do so.

22.4 The Fund will be valued on a net asset value basis to determine the price of the units ("NAV price"). Units will be redeemed at the NAV price and purchased at a price that includes a preliminary charge at the rate applying to the Fund (see paragraph 21.1). Out of the preliminary charge, the Manager may pay commission to qualifying intermediaries.

A valuation is in two parts, one on an issue basis and one on a cancellation basis.

To convert to base currency the value of property which would otherwise be valued in another currency the Manager must either:

- (a) select a rate of exchange which represents the average of the highest and lowest rates quoted at the relevant time for conversion of that

currency into base currency on the market on which the Manager would normally deal if it wished to make such a conversion; or

- (b) invite the Trustee to agree that it is in the interest of unitholders to select a different rate and, if the Trustee agrees, use that other rate.

The net asset value of the property of the Fund shall be the value of its assets less the value of its liabilities determined (inter alia) in accordance with the following provisions.

All the property of the Fund (including receivables) is to be included when valuing the Fund, subject to the following provisions:

- (i) if the Trustee has been instructed to issue or cancel units, assume (unless the contrary is shown) that:
 - (a) it has done so;
 - (b) it has paid or been paid for them; and
 - (c) all consequential action required by these provisions or by the trust deed has been taken;
- (ii) if the Trustee has issued or cancelled units but consequential action as at (i) (c) is outstanding, assume that it has been taken;
- (iii) if agreements for the unconditional sale or purchase of property are in existence but uncompleted, assume:
 - (a) completion; and
 - (b) that all consequential action required by their terms has been taken;
- (iv) do not include in (iii) any agreement which is:
 - (a) a future or contract for differences which is not yet due to be performed;
 - (b) an unexpired option written or purchased for the Fund which has not yet been exercised;
- (v) include in (iii) any agreement the existence of which is, or could reasonably be expected to be, known to the person valuing the property, assuming that all other persons in the Manager's employment take all reasonable steps to inform it immediately of the making of any agreement;
- (vi) deduct an estimated amount for anticipated tax liabilities;
 - (a) on unrealised capital gains where the liabilities have accrued and are payable out of the Scheme Property;
 - (b) on realised capital gains in respect of previously completed and current accounting periods;
 - (c) on income where the liabilities have accrued;

- (d) including stamp duty reserve tax and any other fiscal charge not covered under this deduction;
- (vii) deduct:
- (a) an estimated amount for any liabilities payable out of the Scheme Property and any tax on it (treating any periodic items as accruing from day to day);
 - (b) the principal amount of any outstanding borrowings whenever payable;
 - (c) any accrued but unpaid interest on borrowings;
 - (d) the value of any option written (if the premium for writing the option has become part of the Scheme Property); and
 - (e) in the case of a margined contract, any amount reasonably anticipated to be paid by way of variation margin (that is the difference in price between the last settlement price, whether or not variation margin was then payable, and the price of the contract at the Valuation Point);
- (viii) add an estimated amount for accrued claims for repayment of taxation levied:
- (a) on capital (including capital gains); or
 - (b) on income;
- (ix) add:
- (a) any other credit due to be paid into the Scheme Property;
 - (b) in the case of a margined contract, any amount reasonably anticipated to be received by way of variation margin (that is the difference in price between the last settlement price, whether or not variation margin was then receivable, and price of the contract at the Valuation Point);
 - (c) any SDRT provision anticipated to be received.

The valuation of property for that part of the valuation which is on a creation basis is as follows:

Property		to be valued at
(a)	Cash	nominal value
(b)	Amounts held in current and deposit accounts	nominal value
(c)	Property which is not within (a), (b) or (d)	
	(i) if units in a dual-priced authorised fund	except where Note 1 applies, the most recent maximum sale price less any expected discount (plus dealing costs as set out in Note 2)

	(ii)	if units in a single-priced authorised fund	the most recent price (plus dealing costs as set out in Notes 2 and 3)
	(iii)	if any other investment	best available market dealing offer price on the most appropriate market in a standard size (plus dealing costs as set out in Note 2)
(d)	Property which is a derivative under the terms of which there may be liability to make, for the account of the Fund, further payments (other than charges, and whether or not secured by margin) when the transaction in the derivative falls to be completed or upon its closing out.		
	(i)	if a written option	to be deducted at a net valuation of premium (see Notes 5 and 8)
	(ii)	if an off-exchange future	net value on closing out (see Notes 6 and 8)
	(iii)	if any other such property	net value of margin of closing out (whether as a positive or negative figure)(see Notes 7 and 8)

Notes

1. The issue price is taken, instead of the maximum sale price, if the Manager of the fund whose Scheme Property is being valued is also the Manager, or an associate of the Manager, of the fund whose units form part of that property.
2. "Dealing costs" means any fiscal charges, commission or other charges payable in the event of the fund carrying out of the transaction in question, assuming that the commission and charges (other than fiscal charges) which would be payable by the fund are the least that could reasonably be expected to be paid in order to carry out the transaction. On the issue basis, dealing costs exclude any preliminary charge on sale of units in a fund.
3. Dealing costs under Note 2 include any dilution levy or SDRT provision which would be added in the event of a purchase by the fund of the units in question but, if the Manager of the fund being valued, or an associate of the Manager, is also the Manager of the fund whose units are held by the fund, must not include a preliminary charge which would be payable in the event of a purchase by the fund of those units.
4. The buyer's price is the consideration which would be paid by a buyer for an immediate transfer or assignment (or, in Scotland, assignation) to him at arm's length.
5. Estimate the premium on writing an option of the same series on the best terms then available on the most appropriate market on which such options are traded; but deduct dealing costs.
6. Estimate the amount of profit or loss receivable or incurable by the fund on closing out the contract. Deduct minimum dealing costs in the case of profit and add them in the case of loss.

7. Estimate the amount of margin (whether receivable or payable by the fund on closing out the contract) on the best terms then available on the most appropriate market on which such contracts are traded. If that amount is receivable (for example, the contract is "in the money") deduct minimum dealing costs. If, however, that amount is payable (for example, the contract is "out of money") then add minimum dealing costs to the margin and the value is that figure as a negative sum.
8. If the property is an OTC transaction in derivatives, use the valuation based on the pricing model agreed between the Manager and the Trustee, or some other reliable basis reflecting an up-to-date market value which has been so agreed.

The valuation of property for that part of the valuation which is on a cancellation basis is as follows:

Property		To be valued at
(a)	Cash	nominal value
(b)	Amounts held in current deposit and loan accounts	nominal value
(c)	Property which is not within (a), (b) or (d)	
	(i) if units in a dual-priced authorised fund	except where Further Note 1 applies, the most recent minimum redemption price (less dealing costs as set out in Further Note 2)
	(ii) if units in a single-priced authorised fund	the most recent price (less dealing costs as set out in Further Notes 2 and 3)
	(iii) if any other investment	best available market dealing bid price on the most appropriate market in a standard size (less dealing costs as set out in Further Notes 2 and 4)
(d)	Property which is a derivative under the terms of which there may be liability to make, for the account of the Fund, further payment (other than charges, and whether or not secured by margin) when the transaction in the derivative falls to be completed or upon its closing out.	
	(i) if a written option	to be deducted at a net valuation of premium (see Further Notes 5 and 8)
	(ii) if an off-exchange future	net value of closing out (see Further Note 8)

	(iii)	if any other such property	net value of margin on closing out (whether as a positive or negative figure) (see Further Notes 6 and 8)
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Further Notes

1. The cancellation price is taken instead of the minimum redemption price if the property, if sold in one transaction, would amount to a large deal.
2. "Dealing costs" has the meaning set out in Note 2 above in respect of the issue price. Dealing costs include any charge payable on redemption of units in a fund (taking account of any expected discount), except where the Manager of the fund whose property is being valued is also the Manager, or an associate of the Manager, of the fund whose units form part of that property.
3. Dealing costs under Further Note 2, include any dilution levy or SDRT provision which would be deducted in the event of a sale by the fund of the units in question and, except when the Manager of the fund being valued, or an associate of the Manager, is also the Manager of the fund whose units are held by the fund, include any charge payable on the redemption of those units (taking account of any expected discount).
4. The seller's price is the consideration which would be received by a seller for an immediate transfer or assignment (or, in Scotland, assignation) from him at arm's length, less dealing costs.
5. Estimate the premium on writing an option of the same series on the best terms then available on the most appropriate market on which such options are traded, and add dealing costs.
6. For off-exchange futures, see Note 6 above in respect of the issue price.
7. For net value of margin see Note 7 above in respect of the issue price.
8. For over the counter transactions in derivatives, see Note 8 above in respect of the issue price.

Hard-to-value Assets

- 22.5 Where the Manager has reasonable grounds to believe that the price obtained is unreliable or the most recent price available does not reflect the Manager's best estimate of the value of the relevant investment at the relevant Valuation Point or no price or no recent price exists, the Manager may use a price which, in the opinion of the Manager, reflects a fair and reasonable price for that investment (the fair value price). In calculating any value, the Manager shall be entitled to rely on any valuations provided or attributed to any asset or liability by the Investment Managers.
- 22.6 The circumstances which may give rise to a fair value price being used include:
- 22.6.1 no recent trade in the security concerned; or
 - 22.6.2 the occurrence of a significant event since the most recent closure of the market where the price of the security is taken.

- 22.7 In 22.6.2, a significant event is one that means the most recent price of a security or a basket of securities is materially different to the price that it is reasonably believed would exist at the Valuation Point had the relevant market been open.
- 22.8 In determining whether to use such a fair value price, the Manager will include in its consideration:
- 22.8.1 the type of authorised fund concerned;
 - 22.8.2 the securities involved;
 - 22.8.3 the basis and reliability of the alternative price used; and
 - 22.8.4 the Manager's policy on the valuation of Scheme Property as disclosed in the Prospectus.

Pricing Basis

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

Publication of prices

- 22.10 The most recent prices will appear daily on the Trustnet website at www.trustnet.com. Prices may also be obtained by telephone on 01483 783900.

For reasons beyond the control of the Manager, these may not necessarily be the current prices. The cancellation price last notified to the Trustee is available from the Manager upon request.

Income equalisation

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

Grouping

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 section 8 above. If there are no interim accounting periods the periods for grouping of units will be annual accounting periods. Grouping is permitted by the Trust Deed for the purposes of equalisation.

23. Buying units

- 23.1 The dealing office of the Manager is open from 9.00am until 5.00pm each Business Day during which the Manager may receive requests for the buying and selling of units (see

below for the application procedure). The time and price at which a deal takes place depends on the regulations affecting the pricing of units.

Units may be purchased by sending a completed application form with clear written instructions to Thesis Unit Trust Management Limited at the dealing office of the Administrator, through the means of electronic communications (as set out in paragraph 30 ('Electronic Communications')), or by obtaining an application form by telephoning the Manager's Customer Enquiry Line on 0333 300 0375.

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

Minimum initial subscription

The minimum initial subscription shall be not less than £50,000 and any subsequent subscription for units which the Manager will accept shall be not less than £1 in each case. The only restriction on holdings is the value of the holding; there is no minimum number of units which any unitholder need hold. The Manager reserves the right to reduce or waive minimum investment levels.

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

24. Issue of units in exchange for in specie assets

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

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

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

The units are not listed or dealt in on any investment exchange.

25. Redeeming units

25.1 At any time during a dealing day when the Manager is willing to issue units it must also be prepared to redeem units. The Manager may refuse to redeem a certain number of units if the redemption will mean the unitholder is left holding units with a value of less than the minimum initial subscription of £50,000.

Requests to redeem units in the Fund may be made to the Manager by telephone on the number stated above, through the means of electronic communications (as set out in paragraph 30), or by sending clear written instructions.

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

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

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

26. In specie redemptions and cancellation of units

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

27. Suspension of dealing

- 27.1 The Manager may if the Trustee agrees, or shall if the Trustee so requires, at any time temporarily suspend the issue and redemption of units if the Manager or Trustee (in the case of any requirement by the Trustee), believes that, due to exceptional circumstances, it is in the interest of unitholders.

On suspension the Manager and Trustee must, or the Trustee if the Trustee has required the Manager to suspend dealing, immediately inform the FCA stating the reasons for its actions and, as soon as practicable, give written confirmation of the suspension, and reason for it, to the FCA.

Notification of the suspension must be clear, fair and not misleading. Unitholders will be kept informed in writing about updates on the suspension.

The Manager must inform the FCA of the proposed restart of dealing and, immediately after the restart, must confirm in writing to the FCA. The Manager may agree, during the suspension, to deal in units 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 the restart of dealing.

The Manager and the Trustee must formally review any such suspension at least every

28 days and inform the FCA of the results of their review. Any such suspension may only continue for so long as it is justified having regard to the interest of unitholders and must cease as soon as practicable once the circumstances leading to the suspension has ceased.

The Manager must ensure that a notification of the suspension is made to unitholders as soon as practicable after the suspension commences drawing unitholders' attention to the exceptional circumstances resulting in the suspension.

The Manager may agree, during the suspension, to deal in units, 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 units.

Re-calculation of creation and cancellation prices will commence on the Business Day immediately following the end of the suspension, at the relevant Valuation Point.

28. Mandatory redemptions and transfers

- 28.1 If it comes to the notice of the Manager that any units ("affected units") are owned directly or beneficially in breach of any law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory or by virtue of which the holder or holders in question is/are not qualified and entitled to hold such units or if it reasonably believes this to be the case, the Manager may give notice to the holder(s) of the affected units requiring either transfer of such units to a person who is qualified or entitled to own them or that a request in writing be given for the redemption or cancellation of such units in accordance with COLL. If any person upon whom such a notice is served does not within thirty days after the date of such notice transfer his affected units to a person qualified to hold them or establish to the satisfaction of the Manager (whose judgement is final and binding) that he or the beneficial owner is qualified and entitled to own the affected units, 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 units pursuant to COLL.

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

29. Large deals

- 29.1 For the purpose of Chapter 6 of COLL a large deal will be a deal in respect of units exceeding the sum of £50,000 in value.

30. Electronic communications

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

- 30.1.1 prior agreement between the Manager and the person making the communication as to:
- (a) the electronic media by which such communications may be delivered; and
 - (b) how such communications will be identified as conveying the necessary authority; and
- 30.1.2 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 unitholder.

31. Taxation

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

31.1 Taxation of the Fund

- 31.2 The Fund is an AUT and is treated as an Authorised Investment Fund for tax purposes. Income of the Fund is deemed to be distributed for tax purposes, even when it is accumulated. References to distributions include deemed distributions of accumulated income.
- 31.3 The Fund will make dividend distributions except where over 60% of the Fund's property has been invested at all times throughout the distribution period in interest paying and related investments, in which case it will make interest distributions. A fund that makes interest distributions is referred to as a Bond Fund and a fund that makes dividend distributions is referred to as an Equity Fund.

(A) Income

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

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

Dividend income received by the Fund from investments in UK resident and overseas companies should fall within an exemption from corporation tax. Dividend income received from foreign companies may be subject to withholding tax or other taxation in

the foreign jurisdiction. The foreign tax suffered by the Fund may normally be deducted from the UK tax due on that income or treated as an expense in calculating the amount of that income subject to corporation tax.

(B) Chargeable gains

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

(C) Stamp Duty Reserve Tax

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

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

31.4 Taxation of unitholders

(A) Income

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

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

Where more than 60% of the Fund is invested in "qualifying investments" (broadly speaking interest paying investments) at all times throughout the distribution period, the distributions made by the Fund will be interest distributions. Where this is not the case, distributions made by the Fund will be a dividend distribution.

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

(B) Interest distributions

UK resident individuals

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

tax.

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

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

Basic rate, higher rate and additional rate taxpayers are liable to 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 of 20%, the higher rate of 40%, or the additional rate of 45% (as applicable).

UK corporate unitholders

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

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

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

(C) Dividend distributions

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

UK resident individuals

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

- 0% for the first £2,000;
- 8.75% for dividends falling within the basic rate band;
- 33.75% for dividends falling within the higher rate band; and
- 39.35% for dividends falling within the additional rate band.

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

UK corporate unitholders

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

(D) Chargeable gains

UK resident individuals

Unitholders who are resident in the UK may be liable to UK taxation on capital gains arising from the sale or other disposal, including a redemption, of units in the Fund. Gains will be tax-free if after deduction of allowable losses they fall within an individual's annual capital gains exemption. For the tax year 2022/2023, the annual exemption is £12,300.

Gains in excess of the annual exemption amount are taxed at 10% to the extent that together with an individual's taxable income they do not exceed the upper limit of the basic rate income tax band (£37,500 for 2022/2023) and at 20% to the extent that they exceed that limit.

UK corporate unitholders

UK corporate unitholders (whose units are not treated as creditor loan relationships) will be charged to corporation tax on any gains realised after the deduction of allowable losses (if any). The indexation figure that corporate unitholders can deduct will cover only the movement in the Retail Price Index from the date of acquisition of the asset up to 31 December 2017.

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

(i) US Taxation Issues/FATCA Tax Reporting

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

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

The Manager is obliged to comply with the provisions of FATCA under the terms of the inter-governmental agreement (IGA) Model I and under the terms of United Kingdom legislation implementing the IGA rather than under the US Treasury Regulations implementing FATCA. The Manager has registered with the IRS as the sponsoring entity for the Fund to report certain information to HMRC.

In order to comply with its FATCA obligations, from 1 July 2014 the Manager may be required to obtain certain information from unitholders so as to ascertain their US tax status. If the unitholder is a specified US Person, US owned non-US entity, non-participating FFI or does not provide the requisite documentation, the Manager will need to report information on these unitholders to HMRC, in accordance with applicable laws and regulations, which will in turn report this to the US Internal Revenue Service. Provided that the Manager acts in accordance with these provisions the Fund will not be subject to withholding tax under FATCA.

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

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

(A) Income equalisation – tax implications

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

(B) UK information reporting regime

Unit trusts are required to report details of interest distributions paid to UK, and many non-UK investors. Dividend distributions and payments made to ISA investors are not within the scope of these rules but see the paragraphs dealing with the "Automatic Exchange of Information" below.

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

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

(D) Automatic Exchange of Information

Following the repeal of the EU Savings Directive a new automatic exchange of information regime has been implemented under Council Directive 2011/16/EU on administrative co-operation in the field of taxation, as amended by Council Directive 2014/107/EU ("Directive on Administrative Co-operation"). The Directive on Administrative Co-operation, which effectively implements the Organisation for Economic Co-operation and Development's common reporting standard on automatic exchange of financial account information in tax matters, requires governments to obtain detailed account information from financial institutions and exchange that information automatically with other jurisdictions annually. The Directive on Administrative Co-operation is, generally, broader in scope than the EU Savings Directive. The UK legislation that implements the Directive is the International Tax Compliance Regulations 2015 and the Regulations are likely to apply to the Fund regardless of the composition or asset class of its investments and whether or not the Fund is a UCITS.

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

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

32. Risk Profile Management

32.1 The Manager, in consultation with the Investment Managers, has adopted a risk management process in respect of the Fund enabling it to monitor and measure the risk of the Fund's portfolio and contribution of the underlying investments to the overall risk profile of the Fund.

32.2 The Manager operates a liquidity risk management policy with a view to ensuring that

unitholders are able to realise their units in accordance with this Prospectus and the requirements of the FCA Rules. This Prospectus provides information in relation to liquidity risk management, including the redemption rights of investors in normal and exceptional circumstances, and the existing redemption arrangements with investors.

- 32.3 Liquidity risk is the risk that the Fund is unable to meet its obligations as they fall due. Examples include insufficient cash to meet redemption requests or make margin payments requirements and the risk that a particular derivative position cannot be easily unwound or offset due to insufficient market depth or market disruption or that the Fund's financial obligations arising from the derivative activity (such as margin calls) will not be able to be met. It is controlled for through monitoring of the liquidity of all instruments used, including derivatives, in the context of the investment objectives and liquidity requirements of each scheme or client account. Cash positions are monitored and reported to ensure that the Fund has sufficient capacity to meet obligations arising from any derivative positions.
- 32.4 Stress tests on the portfolio are undertaken on a periodic basis, the frequency is dependent on a number of factors, e.g. portfolio composition and liquidity.

33. Leverage

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

- 33.1.1 set a maximum level of leveraging which it may employ on behalf of the Fund; and
- 33.1.2 where the leverage arrangement allows the right to reuse collateral or the granting of a guarantee, set out the extent of that right or guarantee.

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

Derivative Type	Limits
Allowable on a 'substantial' basis	No
Unsecured cash borrowings	Not permitted
Secured cash borrowings	Up to 10% for liquidity purposes only. ONLY for short-term use.
Convertible borrowings	Not permitted
Interest rate swaps	Not permitted
Contracts for differences	Not permitted
Futures contracts	Not permitted
Total return swaps	Not permitted
Forward agreements	Only as required; No greater than 40% of the net asset value of the portfolio.

Derivative Type	Limits
Options	Only as required; No greater than 30% of the net asset value of the portfolio.
Repurchase arrangements	Not permitted
Reverse repurchase arrangements	Not permitted
Securities lending arrangements	Not permitted
Securities borrowing arrangements	Not permitted
Credit default swaps	Not permitted
MAXIMUM LEVEL OF LEVERAGE USING THE COMMITMENT METHOD*	200%
MAXIMUM LEVEL OF LEVERAGE USING THE GROSS METHOD*	300%

*NOTES

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

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

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

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

1. derivative instruments are converted (using certain specified conversion methodologies) into the equivalent position in their underlying assets;
2. netting and hedging arrangements are applied, subject to specified conditions;

3. the exposure created through the reinvestment of borrowings where such reinvestment increases the exposure of the Fund is calculated;
4. derivative instruments used for currency hedging purposes are excluded.

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

- 33.3 **The Fund may use options, forwards and other derivative instruments for the purpose of hedging against either price or currency fluctuations. The Manager's ability to use these strategies may be limited by market conditions, regulatory limits and tax considerations. Use of these strategies involves certain special risks, including (i) imperfect correlation between movements in the securities or currency on which a futures or options contract is based and movements in the securities or currencies in the Fund; (ii) the absence of a liquid market for any particular instrument at any particular time; and (iii) possible impediments to the ability to meet redemption requests or other short-term obligations because of the percentage of the Fund's assets segregated to cover its obligations. Hedging strategies necessarily add costs to the Fund.**

34. Fair Treatment of Investors

- 34.1 The Manager ensures fair treatment of investors by its compliance with the applicable rules in COLL and FUND and with the rules contained in the FCA Handbook.
- 34.2 The Manager is required, under the FCA Handbook, to treat its customers fairly, when they become, remain or as they cease to be unitholders. The Manager complies with the rules in the FCA Handbook, and has adopted a series of policies and procedures (including a Conflict of Interest policy) which are designed to achieve this outcome.
- 34.3 The Manager and the Investment Managers may in certain circumstances grant preferential treatment to investors. This may include, for example, access to certain unit classes, a waiver or reduction of certain charges, the payment of rebates, or access to individuals within the Manager or the relevant Investment Manager. If such rights are granted, this would typically be to investors who invest significant amounts in the Fund. Such investors would not typically be legally or economically linked to the Manager.
- 34.4 Any unitholder may be granted preferential treatment in relation to the terms of its investment in the Fund by the Manager, the Investment Managers and/or any other service provider to the Fund.
- 34.5 The Manager and/or the Investment Manager may enter into side letters and/or other arrangements ("Side Arrangements") with unitholders, including those deemed to involve a significant or strategic relationship, that will result in the terms of an investment in the Fund being different to the terms applicable to other unitholders and/or provide the following preferential treatment:
- 34.5.1 **Disclosure / Reporting:**
- (a) notification of (A) certain 'key man' events and/or (B) certain changes to the organisation of the Fund and/or (C) the issue of units on more favourable terms to those described herein (as amended by the relevant side letter and/or other arrangement) and/or (D) certain other changes

and/or other events, in each case that affects, or relates to, the Fund and/or its service providers (including, but not limited to, the Investment Managers) or the relevant unitholder's investment in the Fund;

- (b) notification if holdings in the Fund by the relevant unitholder exceed specific levels; and/or
- (c) the provision of certain limited information relating to the Investment Managers and/or to the Fund's assets, including in order to allow the relevant unitholder to comply with the laws and regulations to which it is subject.

34.5.2 **Investor Liquidity terms:**

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

34.5.3 **Fees:**

- (a) rebate some or all of the periodic charge payable in respect of the relevant unitholder's units.

34.5.4 **Side Arrangements:**

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

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

- (b) Any Side Arrangements 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.

35. Recognition and Enforcement of Judgments

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

36. Further Information

36.1 Availability of documents

Copies of the Trust Deed (and any supplemental trust deeds of the Fund), the Prospectus and the most recent annual and half-yearly reports may be inspected at the head office of the Manager. Copies of these documents may be obtained free of charge on application.

The head office address of the Manager is set out in Appendix E.

36.2 Telephone calls

Telephone calls may be recorded for regulatory, training or monitoring purposes. Recordings will be provided on request for a period of at least five years from the date of such recording, or, where requested by a competent regulatory authority, for a period of seven years, where the Manager can identify the call.

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

36.3 Address for service

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

36.4 Complaints

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

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

36.5 Future Disclosures

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

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

36.5.2 Unitholders will also be provided with information regarding changes to:

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

arrangements; or

- (c) any guarantee granted under the Fund's leveraging arrangements.

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

APPENDIX A

Eligible markets

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

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

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

Australia	ASX Group
Canada	Toronto Stock Exchange TSX Venture Exchange Montreal Exchange
China	Shanghai Stock Shenzen Stock Exchange
Finland	NASDAQ OM X Helsinki Limited
Hong Kong	Hong Kong Stock Exchange
Indonesia	Indonesia Stock Exchange (IDX)
Japan	Nagoya Stock Exchange Osaka Securities Exchange Tokyo Stock Exchange JASDAQ Securities Exchange
Korea	Korea Composite Stock Price Index
Malaysia	Bursa Malaysia Securities
Mexico	Mexican Stock Exchange

New Zealand	New Zealand Stock Exchange (NZX)
Philippines	Philippines Stock Exchange
Singapore	Singapore Exchange (SGX)
South Africa	JSE Limited
Switzerland	SIX Swiss Exchange AG
Taiwan	Taiwan Stock Exchange
Thailand	Stock Exchange of Thailand (SET)
United States of America	<ol style="list-style-type: none"> 1) NASDAQ (the electronic inter-dealer quotation system of America operated by the National Association of Securities Dealers Inc) 2) any exchange registered with the Securities and Exchange Commission as a national stock exchange, including the NYSE Euronext and the stock exchanges of Chicago, NYSE Arca Equities and NASDAQ OMX PHLX 3) 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 4) The Over-the-Counter Market regulated by the National Association of Securities Dealers Inc

Eligible derivatives markets

For the purpose of COLL, the Manager, after consultation with the Trustee, has decided that the following exchanges are eligible derivatives markets in the context of the investment policy of the Fund:

Italy	Italy Equities Derivatives Market (IDEM) and Futures Market for Government Securities (MIF)
Japan	Tokyo Financial Exchange
New Zealand	New Zealand Futures and Options Exchange
Spain	Spanish Exchanges BME
South Africa	South African Futures Exchange (SAFE)
United Kingdom	NYSE Euronext

London International Financial Futures and Options
Exchange (LIFFE)

London Securities and Derivatives and Exchange Ltd
(OMLX)

APPENDIX B

Other Regulated Collective Investment Schemes under management

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
Libero 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 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 Darin Fund
The Eldon Fund
The Hall Fund
The HoundStar Fund
The Iceberg Trust
The Maiden Fund
The Norfolk Trust
The Notts Trust
The Palfrey Fund
The TM Stockwell Fund
The White Hill Fund
Thesis Headway Fund
Thesis Lion Growth Fund
Thesis PM B Fund
Thesis Thameside Managed Fund
The TUTMAN B&CE Contracted-out Pension Scheme
TM Balanced Fund
TM Chainpoint Fund
TM Growth Fund
TM Hearthstone UK Residential Feeder Fund
TM Managed Fund
TM Masonic Charitable Foundation Investment Fund
TM New Court Fund
TM New Court Equity Growth Fund
TM New Institutional World Fund
TM Preservation Fund
TM Private Portfolio Trust
TM Stonehage Fleming Global Equities Fund
TM Stonehage Fleming Global Equities Fund II
TM Stonehage Fleming Global Equities Umbrella 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
Trowbridge Investment Funds

Authorised Unit Trusts

APPENDIX C

Historical Performance Figures

The comparisons have been on **accumulation and income units** for performance information over a five year period. The performance table shows the total annual return up to 31 December in each year listed.

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

Unit class	2017 (%)	2018 (%)	2019 (%)	2020 (%)	2021 (%)
Accumulation units	9.20	-3.18	15.36	8.46	N/A
Income units	9.17	-3.15	15.35	8.46	14.28

Source: these performance figures have been derived from information extracted from MorningStar.

These performance figures are presented as a matter of record and should be regarded as such. Performance is determined by many factors including the general direction and volatility of markets and may not be repeatable.

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

APPENDIX D

Establishment of Collective Investment Schemes

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

Ireland

Luxembourg

United Kingdom

APPENDIX E

Directory of Contact Details

Manager	Thesis Unit Trust Management Limited Exchange Building, St John's Street, Chichester, West Sussex PO19 1UP
Administrator, Registrar and Fund Accountant	Northern Trust Global Services SE, UK branch 50 Bank Street, Canary Wharf, London E14 5NT
<i>Dealing Office</i>	Thesis Unit Trust Management Limited Sunderland SR43 4AZ Telephone: 0333 300 0375
Auditors	Grant Thornton UK LLP 30 Finsbury Square, London EC2P 2YU
Custodian <i>Principal place of business:</i>	The Northern Trust Company 50 South LaSalle Street, Chicago, Illinois, USA
<i>Who may also act under this power through its London branch:</i>	50 Bank Street, Canary Wharf, London E14 5NT
Trustee	NatWest Trustee and Depositary Services Limited House A, Floor 0, Gogarburn, 175 Glasgow Road, Edinburgh EH12 1HQ
Investment Managers	Waverton Investment Management Limited 16 Babmaes Street, London SW1Y 6HH www.waverton.co.uk Schroder & Co. Limited (trading as Cazenove Capital) 1 London Wall Place, London EC2Y 5AU www.schroders.com Evelyn Partners Asset Management Limited 45 Gresham Street, London EC2V 7BG www.evelyn.com Veritas Investment Partners (UK) Limited 1st Floor, 90 Long Acre, London WC2E 9RA www.veritasinvestment.co.uk
Financial Conduct Authority (FCA)	12 Endeavour Square, London E20 1JN