



PROSPECTUS
of
THE BEAMISH FUND
A UK UCITS
Open-Ended Investment Company

Valid as at and dated 26 February 2025

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

TUTMAN LLP

Authorised and regulated by the Financial Conduct Authority.

FCA firm reference number: 612721

THE BEAMISH FUND

IMPORTANT: If you are in any doubt about the contents of this Prospectus you should consult your professional adviser.

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

The Depositary is not responsible for the information contained in this Prospectus and, accordingly does not accept any responsibility for it under COLL or otherwise. The Company is a UK UCITS established in the UK and will be marketed to the public in the UK. It is not intended that the Company will be marketed outside the UK.

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

In particular, the Shares have not been and will not be registered under the 1933 Act, as amended or any applicable securities laws of the United States of America. They may not be offered or sold directly or indirectly in the United States of America, its territories and possessions, any state of the United States or the District of Columbia, or to US Persons. Any re-offer or resale of any of the Shares in the United States or to US Persons may constitute a violation of United States law. The Company has not been and will not be registered under the United States Investment Company Act of 1940, as amended. The ACD has not been and will not be registered under the United States Investment Advisers Act of 1940, as amended. The Shares have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission or other regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of this offering or the accuracy or adequacy of these offering materials. Any representation to the contrary is unlawful. The Shares are subject to restrictions on transferability and resale and may not be transferred or resold in the United States except as permitted under the 1933 Act and applicable state securities laws, pursuant to registration or exemption therefrom.

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

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

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

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

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

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

Data Protection

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

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

Electronic Verification

The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, The Proceeds of Crime Act 2002, The Senior Management Arrangements, Systems and Controls Sourcebook and Joint Money Laundering Steering Group guidance notes (which are updated from time to time) state that the ACD must check your identity and the source of the money invested. The ACD may also request verification documents from parties associated with you. In some cases, documentation may be required for officers performing duties on behalf of bodies corporate. The checks may include an electronic search of information held about you (or your associated party) on the electoral roll and using credit reference agencies. The credit reference agency may check the details you (or your associated party)

supply against any particulars on any database (public or otherwise) to which they have access and may retain a record of that information although this is only to verify identity and will not affect your (or your associated party's) credit rating. They may also use your (or your associated party's) details in the future to assist other companies for verification purposes.

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

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This document is the Prospectus for **The Beamish Fund** (the "Company").

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

DEFINITIONS

"ACD"	TUTMAN LLP, the authorised corporate director of the Company;
"Accumulation Share"	shares, denominated in base currency, in the Company as may be in issue from time to time in respect of which income allocated thereto is credited periodically to capital pursuant to the FCA Rules;
"Act"	the Financial Services and Markets Act 2000, as amended;
"Administrator"	the person who provides administration services to the Company from time to time, being Northern Trust Global Services SE, UK branch and its successor or successors as administrator;
"Approved Bank"	(in relation to a bank account opened for the Company): <ol style="list-style-type: none">1. if the account is opened at a branch in the UK:<ol style="list-style-type: none">a. the Bank of England; orb. the central bank of a member state of the OECD; orc. a bank; ord. a building society; ore. a bank which is supervised by the central bank or other banking regulator of a member state of the OECD; or2. if the account is opened elsewhere:<ol style="list-style-type: none">a. a bank in 1.; orb. a bank which is regulated in the Isle of Man or the Channel Islands; or3. a bank supervised by the South African Reserve Bank; or

4. a credit institution established in an EEA State and duly authorised by the relevant Home State regulator,

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

“Business Day”	a weekday being Monday to Friday (excluding any public or bank holiday in England);
“CASS”	the requirements relating to holding client assets and client money published by the FCA as part of the FCA Handbook, as amended or replaced from time to time;
“COLL”	the Collective Investment Schemes sourcebook issued by the FCA, as amended or replaced from time to time;
“Custodian”	the person who provides custodian services to the Company, being The Northern Trust Company, or its successor or successors as custodian;
“Data Protection Laws”	<p>means all applicable laws relating to the processing, privacy and/or use of personal data including the following laws to the extent applicable in the circumstances:</p> <ol style="list-style-type: none">1. the UK GDPR;2. the Data Protection Act 2018;3. any laws which implement any such laws;4. 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); and5. all final and binding guidance, guidelines and codes of practice issued by any relevant supervisory authority relating to such Data Protection Laws;
“Dealing Day”	the first and third Friday (or the next Business Day if such day is not a Business Day) and the last Business Day of every month, and any such other day as the ACD may decide from time to time and agree with the Depositary;
“Depositary”	the person to whom is entrusted the safekeeping of all of the Scheme Property of the Company (other than certain Scheme Property designated by the FCA Rules), being NatWest Trustee and Depositary Services Limited, and its successor or successors as depositary;

“Depositary Agreement”	the agreement between the Company, the ACD and the Depositary regarding the appointment of the Depositary;
“EEA”	the European Economic Area;
“EEA State”	a member state of the European Union and any other state which is within the EEA;
“Efficient Portfolio Management”	<p>techniques and instruments which relate to transferable securities and approved money-market instruments and which fulfil the following criteria:</p> <p>(a) they are economically appropriate in that they are realised in a cost effective way;</p> <p>(b) they are entered into for one or more of the following specific aims:</p> <p>(i) reduction of risk;</p> <p>(ii) reduction of cost;</p> <p>(iii) generation of additional capital or income for the Company with a risk level which is consistent with the risk profile of the Company and the risk diversification rules laid down in COLL;</p>
“Eligible Institution”	as defined in the FCA Glossary;
“ERISA Plan”	<p>means:</p> <p>(a) any retirement plan subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended (“ERISA”);</p> <p>(b) any individual retirement account or plan subject to Section 4975 of the United States Internal Revenue Code of 1986, as amended; or</p> <p>(c) 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).</p>
“FCA”	the Financial Conduct Authority or such successor regulator authority as may be appointed from time to time, and (where applicable) its predecessors including the Financial Services Authority;

“FCA Glossary”	the glossary giving the meanings of the defined expressions used in the FCA Handbook as amended from time to time;
“FCA Handbook”	the FCA’s Handbook of rules and guidance, including COLL, as amended from time to time;
“FCA Rules”	the rules contained in COLL but, for the avoidance of doubt, not including guidance or evidential requirements contained in COLL;
“Financial Instruments”	as defined in the FCA Glossary;
“Fund Accountant”	the person who provides fund accounting services to the Company from time to time, being Northern Trust Global Services SE, UK branch and its successor or successors as fund accountant;
“Hedging”	the use of derivative transactions (which the ACD reasonably believes to be economically appropriate and to be fully covered) to reduce risk and cost to the Company and to generate additional capital or income with no, or with an acceptably low level of risk;
“Home State regulator”	as defined in the FCA Glossary;
“Income Share”	shares, denominated in base currency, in the Company as may be in issue from time to time in respect of which income allocated thereto is distributed periodically to the holders thereof pursuant to the FCA Rules;
“Instrument of Incorporation”	the instrument of incorporation constituting the Company, as amended from time to time;
“International Tax Compliance Regulations”	the International Tax Compliance Regulations 2015 (SI 2015/878), as amended or re-enacted from time to time;
“Investment Managers”	an investment manager retained by the ACD, namely Brooks Macdonald Asset Management (International) Ltd, Rothschild & Co Wealth Management UK Limited, Ruffer LLP, Thesis Asset Management Limited and Meridiem Investment Management Limited and their respective successors as Investment Managers to the Company;
“Investment Management Agreements”	the investment management agreement made between the respective Investment Managers and the ACD;
“IOSCO”	the International Organisation of Securities Commissions;

"Net Asset Value" or "NAV"	the value of the Scheme Property of the Company less the liabilities of the Company as calculated in accordance with the Company's Instrument of Incorporation;
"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;
"OEIC Regulations"	The Open-Ended Investment Companies Regulations 2001, as amended from time to time;
"OTC"	over-the-counter (a transaction in an investment on-exchange);
"Register"	the register of Shareholders of the Company;
"Registrar"	the person who maintains the Register, being Northern Trust Global Services SE, UK branch and its successor or successors as registrar;
"Regulated Activities Order"	the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, as amended;
"Rules"	the rules contained in the Handbook of Rules made by the FCA under the Act for the time being in force;
"Scheme Property"	the property of the Company to be given to the Depositary for safekeeping, as required by the FCA Rules;
"SDRT"	stamp duty reserve tax;
"Share or Shares"	a share or shares in the Company (including larger denomination shares and fractions);
"Share Class"	in relation to Shares, means (according to the context) a particular class or classes of Shares as described in paragraph 3;
"Shareholder"	a holder of registered Shares in the Company;
"UCITS Directive"	the European Parliament and Council Directive of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) (No. 2009/65/EC), as amended;
"UK AIF"	as defined in the FCA Glossary;
"UK GDPR"	Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern

	Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as modified by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;
"UK UCITS"	as defined in the FCA Glossary;
"UK UCITS Regulations"	the Collective Investment Schemes (Amendment etc.) (EU Exit) Regulations 2019 SI 2019/325 incorporating European directives or other European legislation relating to undertakings for collective investment in transferable securities into UK domestic law following the UK's withdrawal from the European Union;
"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 Person"	<p>a person who is in either of the following two categories:</p> <ol style="list-style-type: none"> 1. a person included in the definition of "U.S. person" under Rule 902 of Regulation S under the 1933 Act; or 2. a person excluded from the definition of a "Non-United States person" as used in Commodity Futures Trading Commission ("CFTC") Rule 4.7. <p>For the avoidance of doubt, a person is excluded from this definition of US Person only if they are outside both the definition of "U.S. person" in Rule 902 and the definition of "Non-United States person" under CFTC Rule 4.7;</p>
"Valuation Point"	the point on a Dealing Day whether on a periodic basis or for a particular valuation, at which the ACD carries out a valuation of the Scheme Property for the Company for the purpose of determining the price at which Shares of a class may be issued, cancelled or redeemed. The current Valuation Point is 12.00 p.m. London time on each Dealing Day, with the exception of any bank holiday in England and Wales or the last Business Day prior to those days annually, where the valuation may be carried out at a time agreed in advance between the ACD and the Depository; and
"1933 Act"	the United States Securities Act of 1933 (as may be amended or re-enacted).

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

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

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

Unless otherwise defined in the Definitions above or elsewhere in this Prospectus, words or expressions defined in, or for the purposes of, the OEIC Regulations, the Act or the FCA Handbook shall bear the same meaning in this Prospectus.

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

1. **THE COMPANY**

The Beamish Fund is an open-ended investment company ("OEIC") for the purposes of the OEIC Regulations, whose effective date of authorisation was 6 August 2004. The Company registration number is IC000328 and the FCA product reference number is 401657.

The registered office and head office of the Company is at Exchange Building, St John's Street, Chichester, West Sussex PO19 1UP. This is the address in the United Kingdom for service on the Company of notices or other documents required or authorised to be served on it.

The base currency of the Company is pounds sterling or such other currency as may be the lawful currency of the UK from time to time. The ACD, in consultation with the Depositary, shall determine the best means to effect this conversion (if applicable).

The maximum share capital of the Company is currently £10,000,000,000 and the minimum is £100. Shares in the Company have no par value and therefore the share capital of the Company at all times equals the Company's current Net Asset Value.

Shareholders in the Company are not liable for the debts of the Company.

The Company will continue until wound up in accordance with the Rules. The circumstances in which the Company may be wound up are set out at paragraph 25.

Details of the Company's accounting and distribution dates are set out in Appendix I. Accounting periods and income allocation details are set out at paragraph 26 (General Information).

2. **COMPANY STRUCTURE**

The Company has been established as a UK UCITS for the purpose of the FCA Handbook.

The Company does not intend to have an interest in immovable or tangible movable property.

Details of the investment objective and policy and other details of the Company are set out in Appendix I.

3. **SHARES**

The Share Classes presently available for the Company are set out in the details of the Company in Appendix I. Further Share Classes may be made available in due course, as the ACD may decide.

The minimum initial investment and holding limits for each Share Class is set out in Appendix I. These limits may be waived at the discretion of the ACD. All Shares issued by the Company will be Income Shares. Income Shares are entitled to receive distributions of income periodically. Such distributions will be made by cheque unless the ACD and a Shareholder agree otherwise.

The Shares are not listed or dealt on any stock exchange.

4. **MANAGEMENT AND ADMINISTRATION**

Authorised Corporate Director

The ACD is TUTMAN LLP, a limited liability partnership incorporated in England on 2 November 2011 with registered number OC369415.

The ACD's registered office and head office is situated at Exchange Building, St John's Street, Chichester, West Sussex PO19 1UP.

The ACD has members' capital of £875,000 and the members of the ACD are set out in Appendix VII.

The ACD is responsible for managing and administering the Company's affairs in compliance with the FCA Rules.

The main business activities of the ACD are (i) acting as an authorised corporate director and (ii) acting as an authorised fund manager.

The ACD 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 VIII.

Terms of Appointment

The ACD has been appointed by an agreement between the Company and the ACD (the "ACD Agreement"). The ACD Agreement may be terminated upon six months' written notice by either the ACD or the Company, although in certain circumstances the ACD Agreement may be terminated forthwith by notice in writing by the Company to the ACD. Termination cannot take effect until the FCA has approved the appointment of another authorised corporate director in place of the retiring ACD.

The ACD is entitled to its pro rata fees and expenses to the date of termination and any additional expenses necessarily realised in settling or realising any outstanding obligations. No compensation for loss of office is provided for in the ACD Agreement. To the extent allowed by the FCA Rules the ACD Agreement provides indemnities from the Company to the ACD other than for matters arising by reason of its gross negligence, wilful default or fraud in the performance of its duties and obligations.

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

The fees to which the ACD is entitled are set out in paragraph 22.

Delegated Functions

The ACD may delegate its management and administration functions, but not responsibility, to third parties, including associates subject to the rules in COLL.

It has therefore delegated the function of portfolio management and advisory services in relation to the assets of the Company to the Investment Managers. The ACD has delegated certain functions relating to the Register to the Registrar, Administrator and Fund Accountant.

Please refer to paragraphs 6 and 8 below for details.

5. **THE DEPOSITARY**

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

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

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

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

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

Duties of the Depositary

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

Terms of Appointment

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

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

The powers, duties, rights and obligations of the Depositary, the Company and the ACD under the Depositary Agreement shall, to the extent of any conflict, be overridden by the FCA Rules.

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

A list of sub-custodians is set out in Appendix IX. Investors should note that the list of sub-custodians is updated only at each Prospectus review.

To the extent permitted by applicable law and the UK UCITS Regulations, the Depositary will not be held liable for any loss incurred by it, or through any of its agents in carrying out its obligations or functions, unless such loss arises as a direct result of the fraud, wilful default, negligence or intentional failure of the Depositary to properly fulfil its obligations under the Depositary Agreement.

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

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

Details of the fees payable to the Depositary are set out in this Prospectus at paragraph 22.4.

Conflicts of interest

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

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

As the Depositary operates independently from the Company, Shareholders, the ACD and the Custodian, the Depositary does not anticipate any conflicts of interest arising between it and any of the aforementioned parties.

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

Updated Information

Up-to-date information regarding the Depositary, its duties, its conflicts of interest and the delegation of its safekeeping functions will be made available to Shareholders on request.

6. THE INVESTMENT MANAGERS

The ACD has appointed Investment Managers to provide investment management and related advisory services to the ACD. The Investment Managers have the authority to make investment decisions on behalf of the Company and the ACD.

Each of the Investment Managers is required to comply with its own execution policy. A copy of each Investment Manager's execution policy is available on request from the ACD or may be available from each Investment Manager's website, listed in Appendix VI.

The ACD has appointed the following Investment Managers:

Brooks Macdonald Asset Management (International) Limited are appointed under a limited mandate to realise certain assets and it is not entitled to exercise any other powers or rights in respect of the assets. The principal activity of Brooks Macdonald Asset Management (International) Limited is acting as an investment manager.

Rothschild & Co Wealth Management UK Limited provide investment management and related advisory services to the ACD and its principal activity is acting as an investment manager.

Ruffer LLP provide investment management and related advisory services to the ACD and their principal activity is acting as an investment manager.

Thesis Asset Management Limited provides investment management and related advisory services to the ACD. The principal activity of Thesis Asset Management Limited is acting as an investment manager. Thesis Asset Management Limited is the only Investment Manager connected with the ACD, as it is in the same group as the ACD.

Meridiem Investment Management Limited provide investment management and related advisory services to the ACD and its principal activity is acting as an investment manager.

The address, of each Investment Manager's registered office and/or principal place of business, is set out in the Directory under Appendix VI.

The above Investment Managers are authorised and regulated by the Financial Conduct Authority, with the exception of Brooks Macdonald Asset Management (International) Limited. The Investment Managers reference numbers, listed in the Financial Conduct Authority's Financial Services Register, are as follows:

Investment Manager	FS Reference number
Rothschild & Co Wealth Management UK Limited	218613
Ruffer LLP	229135

Brooks Macdonald Asset Management (International) Limited is authorised and regulated by the Guernsey Financial Services Commission (GFSC), under GFSC reference number 1044259.

Subject to any restrictions contained in their respective Investment Management Agreements, each Investment Manager has the authority to make investment decisions on behalf of the Company and the ACD (in so far as they relate to the portion of the Company to which they have been appointed Investment Manager) and to deal on behalf of the Company.

The Investment Management Agreements may be terminated either on one month's or three months' written notice by the Investment Managers and the ACD. Notwithstanding this, the ACD may terminate the Investment Management Agreements with immediate effect if it is in the interests of Shareholders.

Under the Investment Management Agreements, the ACD provides indemnities to certain of the Investment Managers, (except in the case of any matter arising as a direct result of its fraud, negligence, wilful default or material breach). The ACD may be entitled under the indemnities in the ACD Agreement to recover from the Company amounts paid by the ACD under the indemnities in the Investment Management Agreements.

The Investment Managers will be liable for certain losses suffered by the ACD or the Company, subject, in the absence of fraud, to certain limitations to the Investment Managers' liability in some cases.

There is no indemnity either from or in favour of Brooks Macdonald Asset Management (International) Limited.

The fees and expenses of the Investment Managers will be paid by the Company as set out in the section below headed "Investment Managers' Fees" and Appendix I. Research costs will be paid for by the Investment Managers out of this fee and shall not be borne by the Company.

7. **THE AUDITORS**

The Auditors of the Company are KPMG LLP, whose address is set out in Appendix VI.

8. **THE REGISTRAR, ADMINISTRATOR AND FUND ACCOUNTANT**

8.1.1 The ACD has delegated the function of registrar and administrative and fund accountancy services as administrator to Northern Trust Global Services SE, UK branch (as the "Registrar", "Fund Accountant" and "Administrator"). The address for Northern Trust Global Services SE, UK branch is set out in Appendix VI.

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

- (a) maintaining the Register;
- (b) receiving and processing requests for subscriptions for, or redemptions of, Shares in the Company;

- (c) administrating the payment of distributions to Shareholders in the Company;
- (d) dealing with certain regulatory reporting requirements on behalf of the Company and the ACD;
- (e) maintaining the accounting records of the Company;
- (f) assisting in calculating the Net Asset Value of the Company, as well as to provide fund accounting services in respect of the Company.

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

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

8.2 **THE REGISTER**

The Register is kept and maintained by the Registrar at its office at 50 Bank Street, Canary Wharf, London E14 5NT. The Register may be inspected at that address during normal business hours by any Shareholder or any Shareholder's duly authorised agent.

9. **CONFLICTS OF INTEREST**

The ACD, the Depositary and the Investment Managers are or may be involved in other financial, investment and professional activities which may, on occasion, cause conflicts of interest with the management of the Company. In addition, the Company may enter into transactions at arm's length with companies in the same group as the ACD. Copies of the ACD's and the Investment Managers' conflicts of interest policies are available from the ACD on request.

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

The Depositary may, from time to time, act as depositary of other companies or funds.

Each of the parties will, to the extent of their ability and in compliance with the FCA Rules, ensure that the performance of their respective duties will not be impaired by any such involvement.

10. **BUYING, SELLING AND SWITCHING SHARES**

The dealing office of the ACD is open from 9.00 am until 5.00 pm on each Business Day to receive requests for the purchase, redemption and switching of Shares, which will be effected at prices determined at the next Valuation Point following receipt of such request.

Telephone calls may be recorded for training and monitoring purposes. The ACD may also, at its discretion, introduce further methods of dealing in Shares in the future.

10.1 **Buying Shares**

10.1.1 **Procedure**

Shares may be purchased by sending a completed application form, or clear written instructions to Thesis Unit Trust Management Limited at the dealing office of the Administrator or through the means of electronic communications (please refer to paragraph 10.6.4 below). Application forms may be obtained by telephoning the ACD's Customer Enquiry Line on 0333 300 0355.

Where an instruction has been received by telephone, settlement is due within four Business Days of the Valuation Point. Purchases made by telephone are subject to risk limits at the ACDs discretion, and the ACD may at its discretion reject or defer an instruction to purchase Shares until it is in receipt of cleared funds for the purchase (when the purchase of Shares will be placed at the next Valuation Point following receipt of cleared funds). An order for the purchase of Shares will only be deemed to have been accepted by the ACD once it is in receipt of cleared funds for the application.

The ACD, at its discretion has the right to cancel a purchase deal if settlement is materially overdue (being more than five Business Days of receipt of an application form or other instruction) and any loss arising on such cancellation shall be the liability of the applicant. The ACD is not obliged to issue Shares unless it has received cleared funds from an investor.

The ACD reserves the right to charge interest at 4% per annum above the prevailing Bank of England base rate, on the value of any settlement received later than the fourth Business Day following the relevant Valuation Point.

The ACD has the right to reject, on reasonable grounds relating to the circumstances of the applicant, any application for Shares in whole or part, and in this event the ACD will return any money sent, or the balance of such monies, at the risk of the applicant. In addition the ACD may reject any application previously accepted in circumstances where the applicant has paid by cheque and that cheque subsequently fails to be cleared. Any subscription monies remaining after a whole number of Shares has been issued will not be returned to the applicant. Instead, smaller denomination Shares will be issued in such circumstances.

Applicants who have received advice have the right to cancel their applications to buy Shares within 14 calendar days of receipt of a cancellation notice from the ACD. If an applicant cancels their contract, they will receive a refund of the amount that they invested including the preliminary charge either in full or less a deduction to reflect any fall in Share price since the date of investment. This may result in a loss on the part of applicant. If applicants wish to exercise their right to cancel, they should write to the Administrator whose address is

in Appendix VI. Applicants will not be able to exercise their cancellation rights after 14 calendar days of receipt of their contract note. Please note that in certain circumstances, there may be a delay in returning the investment.

10.1.2 **Documentation**

A contract note giving details of the Shares purchased and the price used will be issued to the Shareholder (the first named, in the event of joint holders) by the end of the next Business Day following the Valuation Point by reference to which the purchase price is determined, together with, where appropriate, a notice of the applicant's right to cancel.

Share certificates will not be issued in respect of Shares. Ownership of Shares will be evidenced by an entry on the Register. Statements in respect of periodic distributions of income in will show the number of Shares held by the recipient in the Company in respect of which the distribution is made. Individual statements of a Shareholder's (or, when Shares are jointly held, the first named holder's) Shares will also be issued at any time on request by the registered holder.

10.1.3 **Minimum Subscriptions and Holdings**

The minimum subscriptions and holdings are set out in Appendix I. The ACD may at its discretion accept subscriptions lower than the minimum amount.

If a holding is below the minimum holding the ACD has discretion to require redemption of the entire holding.

10.1.4 **Issue of Shares in Exchange for in Specie Assets**

If a Shareholder requests, the ACD may, at its discretion arrange for the Company to accept securities in settlement of a purchase of Shares in the Company as provided for in the Regulations. In particular, the ACD and Depositary will only do so where satisfied that the acceptance of the assets concerned would not likely to result in any material prejudice to the interests of the Shareholders.

10.2 **Selling Shares**

10.2.1 **Procedure**

Every Shareholder has the right to require that the Company redeem their Shares on any Dealing Day unless the value of Shares which a Shareholder wishes to redeem will mean that the Shareholder will hold Shares with a value less than the required minimum holding, in which case the Shareholder may be required to redeem their entire holding.

Requests to redeem Shares may be made to the ACD by telephone on 0333 300 0355 or in writing to Thesis Unit Trust Management Limited at the dealing office of the Administrator office at the address set out in Appendix VI. The ACD has the right to establish facilities for recording telephone calls made or received on this line.

The ACD may accept requests to sell or transfer Shares by electronic communication as set out in paragraph 10.6.4.

10.2.2 **Documents the seller will receive**

A contract note giving details of the number and price of Shares sold will be sent to the selling Shareholder (the first named, in the case of joint Shareholders) or their duly authorised agent together (if sufficient written instructions have not already been given) with a form of renunciation for completion and execution by the Shareholder (and, in the case of a joint holding, by all the joint holders) not later than the end of the next Business Day following the Valuation Point by reference to which the redemption price is determined. Payment will be made by BACS or telegraphic transfer in satisfaction of the redemption monies and will be issued within four Business Days of the later of:

- (a) receipt by the ACD of the form of renunciation (or other sufficient written instructions) duly signed by all the relevant Shareholders and completed as to the appropriate number of Shares, together with any other appropriate evidence of title; and
- (b) the Valuation Point following receipt by the ACD of the request to redeem.

10.2.3 **Minimum Redemptions**

Part of a Shareholder's holding may be sold but the ACD reserves the right to refuse a redemption request if the value of the Shares to be redeemed is less than any minimum redemption amount set out in Appendix I or would result in a Shareholder holding less than the minimum holding as detailed in Appendix I.

10.2.4 **In Specie Redemptions**

If a Shareholder requests the redemption or cancellation of Shares, the ACD may, if it considers the deal substantial (a 'large deal' for the purposes of COLL) in relation to the total size of the Company, arrange for the Company to cancel the Shares and transfer Scheme Property to the Shareholder instead of paying the price of the Shares in cash, or, if required by the Shareholder, pay the net proceeds of sale of the relevant Scheme Property to the Shareholder. A deal involving Shares representing 5% or more in value of the Company will normally be considered substantial, although the ACD may in its discretion agree an in specie redemption with a Shareholder whose Shares represent less than 5% in value of the Company.

Before the proceeds of cancellation of the Shares become payable, the ACD will give written notice to the Shareholder that Scheme Property (or the proceeds of sale of that Scheme Property) will be transferred to that Shareholder.

The ACD will select the property to be transferred (or sold) in consultation with the Depositary. They must ensure that the selection is made with a view to achieving no greater advantage or disadvantage to the redeeming Shareholder than to continuing Shareholders, and any such redemption as set out above, shall be subject to a retention by the Company from that property (or proceeds) the value (or amount) of any stamp duty reserve tax to be paid on the cancellation of Shares.

10.3 **Income equalisation**

Income equalisation, as explained below, applies in relation to the Company.

Part of the purchase price of a Share reflects the relevant share of accrued income received or to be received by the Company. This capital sum is returned to a Shareholder with the first allocation of income in respect of a Share issued during an accounting period.

The amount of income equalisation is either (i) the actual amount of income included in the issue price of that Share or (ii) is calculated by dividing the aggregate of the amounts of income included in the price of Shares issued or sold to Shareholders in an annual or interim accounting period by the number of those Shares and applying the resultant average to each of the Shares in question.

The ACD currently uses the method outlined in 10.3(ii) above to apply income equalisation.

10.4 Grouping for equalisation

Grouping periods are consecutive periods within each annual accounting period, being the interim accounting periods (including the period from the end of the last interim accounting period in an annual accounting period to the end of that annual accounting period) as specified in paragraph 25 below. If there are no interim accounting periods the periods for grouping of Shares will be annual accounting periods. Grouping is permitted by the Instrument of Incorporation for the purposes of equalisation.

10.5 Switching

If applicable, a holder of Shares in a Share Class may at any time switch all or some of their Shares ("Old Shares") for Shares of another Share Class ("New Shares"). The number of New Shares issued will be determined by reference to the respective prices of New Shares and Old Shares at the Valuation Point applicable at the time the Old Shares are repurchased and the New Shares are issued.

Switching may be effected in writing to the ACD and the Shareholder may be required to complete a switching form (which, in the case of joint Shareholders must be signed by all the joint holders). The ACD may at its sole discretion and by prior agreement, accept switching instructions by telephone from FCA regulated entities only. A switching Shareholder must be eligible to hold the Shares into which the switch is to be made.

The ACD may accept request to switch Shares by electronic communication in accordance with paragraph 10.6.4.

The ACD may at its discretion charge a fee on the switching of Shares between Share Classes. These fees are set out in paragraph 10.6.

If the switch would result in the Shareholder holding a number of Old Shares or New Shares of a value which is less than the minimum holding, the ACD may, if it thinks fit, convert the whole of the applicant's holding of Old Shares to New Shares or refuse to effect any switch of the Old Shares. No switch will be made during any period when the right of Shareholders to require the redemption of their Shares is suspended. The general provisions on selling Shares shall apply equally to a switch.

The ACD may adjust the number of New Shares to be issued to reflect the imposition of any switching fee together with any other charges or levies in respect of the issue or sale of the New Shares or repurchase or cancellation of the Old Shares as may be permitted pursuant to the FCA Rules.

Please note that, a switch of Shares between different Share Classes in the Company will not be deemed to be a realisation for the purposes of capital gains taxation.

A Shareholder who switches Shares in one Share Class for Shares in any other Share Class will not be given a right by law to withdraw from or cancel the transaction.

10.6 Dealing Charges

10.6.1 Preliminary Charge

The ACD may impose a charge on the sale of Shares to investors. The preliminary charge is payable to the ACD. The ACD may receive or waive, in part or in whole, this preliminary charge upon investment in the Company. Full details of the current preliminary charge, for each Share Class, are set out in Appendix I.

10.6.2 Redemption Charge

The ACD may make a charge on the redemption of Shares. At present no redemption charge is levied.

The ACD may not introduce a redemption charge on Shares unless, not less than 60 days before the introduction, it has given notice in writing to the then current Shareholders of that introduction and has revised and made available the Prospectus to reflect the introduction and the date of its commencement. If charged, the redemption charge will be deducted from the price of the Shares being redeemed and will be paid by the Company to the ACD.

In the event of a change to the rate or method of calculation of a redemption charge, details of the previous rate or method of calculation will be available from the ACD.

10.6.3 Switching Fee

On the switching of Shares, the Instrument of Incorporation authorises the Company to impose a switching fee. The fee will not exceed an amount equal to the then prevailing preliminary charge for the Share Class into which Shares are being switched. The switching fee is payable to the ACD.

Currently, no switching fees are levied.

10.6.4 Electronic Communications

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

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

10.6.5 **Client money**

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 Shares in a regulated collective investment scheme such as the Company, provided that:

- (a) the ACD receives the money from a client in relation to the ACD’s obligation to issue Shares in the Company in accordance with COLL; or
- (b) the money is held in the course of redeeming Shares, where the proceeds are paid to the client within the timeframe specified in COLL.

Where money is received in either of the circumstances set out in 10.6.5(a) or (b) above, the ACD must cease to operate the exemption if, by close of business on the Business Day following receipt of the money, it has not paid it over to the Depositary or the client or, if direct issues and cancellations of Shares by the Company are permitted, to the Company, as applicable.

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

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

The ACD will not be responsible for any actions or omissions of the relevant bank. If the bank holding the client account becomes insolvent, the ACD will have a claim on behalf of all Shareholders, but if there is a shortfall, all clients will share in this proportionately, although Shareholders may be entitled to compensation from the Financial Services Compensation Scheme. The availability of compensation depends on the type of business being conducted.

Details are available from the Financial Services Compensation Scheme Helpline on 0800 678 1100 or 020 7741 4100 and on the Financial Services Compensation Scheme website: www.fscs.org.uk.

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

10.6.6 **Market Timing**

The ACD may refuse to accept a new subscription in the Company in the opinion of the ACD, it has reasonable grounds for refusing to accept a subscription. In particular, the ACD may exercise this discretion if it believes the Shareholder has been engaged, or intends to engage, in market timing.

For these purposes, market timing activities include investment techniques which involve short term trading in and out of Shares generally to take advantage of variation in the price of Shares between the daily Valuation Points in the Company. Short term trading of this nature may often be detrimental to longer term Shareholders, in particular, the frequency of dealing may lead to additional dealing costs which can affect long term performance.

11. **DILUTION LEVY**

The basis on which the Company's investments are valued, for the purpose of calculating the issue and redemption price of Shares as stipulated in the FCA Rules and the Instrument of Incorporation, is summarised in paragraph 18. The actual cost of purchasing or selling investments may be higher or lower than the mid-market value used in calculating the Share price - for example, due to dealing charges, or through dealing at prices other than the mid-market price. Under certain circumstances (for example, large volumes of deals) this may have an adverse effect on the Shareholders' interest in the Company. In order to prevent this effect, called "dilution", the ACD has the power to charge a "dilution levy" on the sale and/or redemption of Shares. If charged, the dilution levy will be paid into the Company and will become part of the Scheme Property of the Company.

The dilution levy will be calculated by reference to the estimated costs of dealing in the underlying investments, including any dealing spreads, commission and transfer taxes.

The need to charge a dilution levy will depend on the volume of sales or redemptions. The ACD may charge a discretionary dilution levy on the sale and redemption of Shares if, in its opinion, the existing Shareholders (for sales) or remaining Shareholders (for redemptions) might otherwise be adversely affected, and if charging a dilution levy is, so far as practicable, fair to all Shareholders and potential Shareholders. In particular, the dilution levy may be charged in the following circumstances:

- a) where over a dealing period the Company has experienced a large level of net sales or redemptions relative to its size;
- b) on “large deals”. For these purposes, a large deal means a single deal which equals or exceeds 5% or more of the value of the size of the Company; or
- c) where the ACD considers it necessary to protect the interests of the Shareholders of the Company.

If a dilution levy is not charged in such circumstances, this may have an adverse effect on the future growth of the Scheme Property.

It is therefore not possible to predict accurately whether dilution is likely to occur at any given point in time. Based on future projections, the ACD expects that the vast majority of sales and/or redemptions of Shares will be large deals and that a dilution levy may be charged on the majority of deals. If a dilution levy is required then, based on historical data, the estimated rate or amount of such levy will be 1.62% on issues (creations) and 1.54% on redemptions (liquidations).

The ACD may alter its dilution policy in accordance with the FCA Rules either by Shareholder consent pursuant to the passing of a resolution to that effect at a properly convened meeting of Shareholders and by amending the Prospectus or by giving Shareholders notice and amending the Prospectus 60 days before the change to the dilution policy is to take effect.

The number of days on which a dilution levy has been applied between 1 January 2024 and 31 December 2024 is nil.

12. **MANDATORY CONVERSION**

Where the ACD considers it in the best interests of Shareholders, the ACD may convert a Shareholder’s holding in one Share Class to another Share Class in the Company. The ACD shall give at least 60 days’ prior written notice to the Shareholders concerned of the proposed conversion, including details of the new Share Class and reminding Shareholders of their rights to redeem.

13. **MONEY LAUNDERING**

As a result of legislation in force in the United Kingdom to prevent money laundering, persons conducting investment business are responsible for compliance with money laundering regulations. In order to implement these procedures, in certain circumstances investors may be asked to provide proof of identity when buying Shares. The ACD reserves the right to reverse the transaction or to refuse to sell Shares if it is not satisfied as to the identity of the applicant.

Please refer to the paragraph headed ‘Electronic Verification’ on page 4 of this Prospectus for details of certain resources we may access in verifying information on you.

14. **RESTRICTIONS AND COMPULSORY TRANSFER AND REDEMPTION**

The ACD may from time to time impose such restrictions as it may think necessary for the purpose of ensuring that no Shares are acquired or held by

any person in breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory. In this connection, the ACD may, inter alia, reject in its discretion any application for the purchase, sale, transfer or switching of Shares.

15. **SUSPENSION OF DEALINGS IN THE COMPANY**

The ACD may, with the agreement of the Depositary, or must if the Depositary so requires, temporarily suspend the issue, cancellation, sale and redemption of Shares in the Company, if the ACD or the Depositary is of the opinion that due to exceptional circumstances it is in the interests of all the Shareholders. The suspension will only be permitted to continue for as long as it is justified having regard to the interests of the Shareholders. The ACD and the Depositary must formally review the suspension at least every 28 days and inform the FCA of the result of this review with a view to ending the suspension as soon as practicable after the exceptional circumstances have ceased.

The ACD will notify all Shareholders of the suspension in writing as soon as practicable and will publish details to keep Shareholders appropriately informed about the suspension, including its likely duration.

Re-calculation of the Share price for the purpose of sales and purchases will commence on the next relevant Valuation Point following the ending of the suspension.

16. **MANDATORY TRANSFERS AND REDEMPTIONS**

If it comes to the notice of the ACD that any Shares ("Affected Shares") are owned directly or beneficially in breach of any law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory or by virtue of which the Shareholder or Shareholders in question is/are not qualified and entitled to hold such Shares or if it reasonably believes this to be the case, the ACD may give notice to the holder(s) of the Affected Shares requiring either transfer of such Shares to a person who is qualified or entitled to own them or that a request in writing be given for the redemption or cancellation of such Shares in accordance with COLL. If any person upon whom such a notice is served does not within thirty days after the date of such notice transfer their Affected Shares to a person qualified to hold them or establish to the satisfaction of the ACD (whose judgement is final and binding) that they or the beneficial owner are qualified and entitled to own the Affected Shares, they shall be deemed upon the expiration of that thirty day period to have given a request in writing for the redemption of all the Affected Shares pursuant to COLL.

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

The ACD may refuse to accept a subscription if it has reasonable grounds, relating to the circumstances of the Shareholder concerned, for refusing to accept a subscription from them. In particular, the ACD may exercise this discretion if it believes the Shareholder has been, or intends to, engage in market timing.

17. **GOVERNING LAW**

All deals in Shares are governed by English law.

18. **VALUATION OF THE COMPANY**

The price of a Share in the Company is calculated by reference to the Net Asset Value of the Company. There is only a single price for any Share as determined from time to time by reference to a particular Valuation Point.

The Net Asset Value per Share of the Company is currently calculated at 12 noon on each Dealing Day (the first and third Friday (or the next Business Day if such day is not a Business Day) and the last Business Day of every month).

The ACD may at any time during a Business Day carry out an additional valuation if the ACD considers it desirable to do so.

18.1 **Calculation of the Net Asset Value**

The value of the Scheme Property of the Company shall be the value of its assets less the value of its liabilities determined in accordance with the following provisions.

18.1.1 All the Scheme Property (including receivables) of the Company is to be included, subject to the following provisions.

Scheme Property which is not cash (or other assets dealt with in 18.1.2) or a contingent liability transaction shall be valued as follows:

- (a) units or shares in a collective investment scheme:
 - (i) if a single price for buying and selling units is quoted, at the most recent such price; or
 - (ii) if separate buying or selling prices are quoted, at the average of the two prices provided the buying price has been reduced by any preliminary charge included therein and the selling price has been increased by any exit or redemption charge attributable thereto; or
 - (iii) if no price or no recent price exists, at a price which in the opinion of the ACD is fair and reasonable;
- (b) any other transferable security:
 - (i) if a single price for buying and selling the security is quoted, at that price; or
 - (ii) if separate buying and selling prices are quoted, the average of those two prices; or

- (iii) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no price exists, at a value which in the opinion of the ACD reflects a fair and reasonable price for that investment;
- (c) property other than that described in 18.1.1 (a) and (b) above:
 - (i) at a value which, in the opinion of the ACD, represents a fair and reasonable mid-market price.
- 18.1.2 Cash and amounts held in current and deposit accounts and in other time-related deposits shall be valued at their nominal values.
- 18.1.3 Property which is a contingent liability transaction shall be treated as follows:
 - (a) if it is a written option (and the premium for writing the option has become part of the Scheme Property), the amount of the net valuation of premium receivable shall be deducted.
 - (b) if it is an off-exchange future, it will be included at the net value of closing out in accordance with a valuation method agreed between the ACD and the Depositary.
 - (c) if the property is an off-exchange derivative, it will be included at a valuation method agreed between the ACD and Depositary.
 - (d) if it is any other form of contingent liability transaction, it will be included at the net value of margin on closing out (whether as a positive or negative value).
- 18.1.4 In determining the value of the Scheme Property, all instructions given to issue or cancel Shares shall be assumed to have been carried out (and any cash paid or received) whether or not this is the case.
- 18.1.5 Subject to paragraphs 18.1.6 and 18.1.7 below, agreements for the unconditional sale or purchase of property which are in existence but uncompleted shall be assumed to have been completed and all consequential action required to have been taken. Such unconditional agreements need not be taken into account if made shortly before the valuation takes place and, in the opinion of the ACD, their omission will not materially affect the final net asset amount.
- 18.1.6 Futures or contracts for differences which are not yet due to be performed and unexpired and unexercised written or purchased options shall not be included under paragraph 18.1.5.
- 18.1.7 All agreements are to be included under paragraph 18.1.5 which are, or ought reasonably to have been, known to the person valuing the property.
- 18.1.8 An estimated amount for anticipated tax liabilities at that point in time including (as applicable and without limitation) capital gains tax, income tax, corporation tax and advance corporation tax and value added tax will be deducted.
- 18.1.9 An estimated amount for any liabilities payable out of the Scheme Property and any tax thereon treating periodic items as accruing from day to day will be deducted.

- 18.1.10 The principal amount of any outstanding borrowings whenever repayable and any accrued but unpaid interest on borrowings will be deducted.
- 18.1.11 An estimated amount for accrued claims for tax of whatever nature which may be recoverable will be added.
- 18.1.12 Any other credits or amounts due to be paid into the Scheme Property will be added.
- 18.1.13 A sum representing any interest or any income accrued due or deemed to have accrued but not received will be added.
- 18.1.14 Currency or values in currencies other than the base currency shall be converted at a rate of exchange that is not likely to result in any material prejudice to the interests of Shareholder or potential Shareholders.

18.2 **Price per Share in each Class**

The price per Share at which Shares are bought, redeemed or switched is the Net Asset Value per Share. Any preliminary charge or redemption charge, (or dilution levy or SDRT on a specific deal, if applicable) is payable in addition to the price or deducted from the proceeds and is taken from the gross subscription or redemption monies.

18.3 **Pricing basis**

The Company deals on a forward pricing basis. A forward price is the price calculated at the next Valuation Point after the sale or redemption is agreed.

18.4 **Publication of Prices**

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

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

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

19. **RISK FACTORS**

Potential investors should consider the following risk factors before investing in the Company.

19.1 **General Risks**

The price of Shares of the Company and any income from them may fall as well as rise and investors may not get back the full amount invested. Past performance is not a guide to future performance. There is no assurance that the investment objective of the Company will actually be achieved.

The following statements are intended to summarise some of the risks, but are not exhaustive, nor do they offer advice on the suitability of investments.

19.2 **Equities Risk**

Where investments are in the shares of companies (equities), the value of those equities may fluctuate, sometimes dramatically, in response to the activities and results of individual companies or because of general market and economic conditions or other events. Currency exchange rate movements will also cause changes in value when the currency of the investment is other than sterling.

19.3 **Warrants Risk**

Where investments are in warrants, the price per Share of the Company may fluctuate more than if the Company was invested in the underlying securities because of the greater volatility of the warrant price.

19.4 **Bonds and Debt Instruments (including High Yielding Securities) Risk**

Where investments are in bonds or other debt instruments, the value of those investments will depend on market interest rates, the credit quality of the issuer and liquidity considerations. Investments in high yielding debt instruments where the level of income may be relatively high (compared to investment grade debt instruments); however the risk of depreciation and realisation of capital losses on such debt instruments held will be significantly higher than on lower yielding debt instruments.

19.5 **Lower Rated/Unrated Securities Risk**

The credit quality of debt instruments is often assessed by rating agencies. Medium and lower rated securities and unrated securities of comparable quality may be subject to wider fluctuations in yield, wider bid-offer spreads, greater liquidity premium and accentuated market expectations, and consequently greater fluctuations in market values, than higher rated securities. Changes in such ratings, or expectation of changes, will be likely to cause changes in yield and market values, at times significantly so.

19.6 **Collective Investment Scheme Risk**

The Company may make investments in collective investment schemes. Such investments may involve risks not present in direct investments, including, for example, the possibility that an investee collective investment scheme may at any time have economic or business interests or goals which are not fully consistent with those of the Company. Moreover, many alternative investment strategies give themselves significant discretion in valuing securities. There may be liquidity constraints and the extent to which an investee fund's securities are valued by independent sources are factors which could impact on the Company's valuation.

19.7 **Risk to Capital**

There is a potential risk of erosion of the capital of the Company resulting from withdrawals or cancellations of Shares and distributions in excess of investment returns.

19.8 **Leveraged Companies Risk**

Investments may be made in companies or collective investment schemes which borrow funds. Such companies or collective investment schemes may not be subject to any limitations on the amount of their borrowings, and the amount of borrowings that they may have outstanding at any time may be large in comparison to their capital.

19.9 Futures and Options Risk

19.10 The Company may use, under certain conditions, options and futures for both the purposes of Efficient Portfolio Management and investment purposes in pursuit of the investment objectives of the Company. Also, the Company may hedge market and currency risks using futures, options and forward exchange contracts. These instruments are volatile and expose investors to a high risk of loss. They may also result in the Company carrying increased risk with counterparties and may also attract a high degree of illiquidity. Transactions in futures carry a high degree of risk. The amount of the initial margin is small relative to the value of the futures contract so that transactions are “leveraged” or “geared”. A relatively small market movement will have a proportionately larger impact which may work for or against the investor. The placing of certain orders which are intended to limit losses to certain amounts may not be effective because market conditions make it impossible to execute such orders. Transactions in options also carry a high degree of risk. Selling (“writing”) an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obliged either to settle the option in cash or acquire or deliver the underlying interest. If the option is “covered” by the seller holding a corresponding position in the underlying interest or a future on another option, the risk may be reduced.

19.11 There is no guarantee that the Company will achieve the objective for which it entered into a transaction in relation to Efficient Portfolio Management or for any investment purposes. This may result in losses for investors.

The Company will be subject to the risk of the inability of any counterparty to perform its obligations. If a counterparty defaults the Company may suffer losses as a result.

19.12 Foreign Currency Risk

The Company may invest in securities denominated in a number of different currencies other than sterling in which the Company is denominated. Changes in foreign currency exchange rates may adversely affect the value of the Company’s investments and the income thereon.

19.13 Pricing and Valuations Risk

For quoted investments a valuation price can be obtained from an exchange or similarly verifiable source. However, investment in unquoted and/or illiquid investments which are difficult to value may increase the risk of mispricing. Furthermore, the Company will compute Net Asset Values when some markets are closed for holidays or other reasons. In these and similar cases a verifiable source of market prices will not be available and the Investment Managers may invoke its fair value process which will determine a fair value price for the relevant investments; this fair value process involves assumptions and subjectivity.

19.14 **Emerging Countries and Developing Markets Risk**

The Company may invest in emerging markets which are undergoing rapid growth and regulatory change. Emerging markets present additional risks to those normally encountered in developed securities markets. These risks may be political, social and economic in nature and may be complicated by inflationary pressures and currency depreciation. The accounting and financial reporting standards, practices and disclosure requirements in some of the countries in which investments may be made may differ from those experienced in more developed markets. Similarly, reliability of the trading and settlement systems in such markets and the liquidity of these markets may not be equal to those available in more developed markets and this could lead to delays in settlement or affect the price at which investments could be realised. Government influence or control of private companies in some countries may be significant and investments may be exposed to the risks of political change, political uncertainty or governmental action. Such assets could be expropriated, nationalised, confiscated or subjected to changes in legislation relating to foreign ownership. The value of investments in emerging markets may therefore be adversely affected by political and/or economic conditions, which would, in turn, adversely impact on the performance of the Company and its share price.

19.15 **Smaller and Unquoted Companies Risk**

Significant investments may be made in smaller companies, in which there may be no established market for the shares, or the market may be highly illiquid. Because of this potential illiquidity investment in the Company may not be appropriate for all investors, including those who are not in a position to take a long-term view of their investment. The Company may also invest, directly and indirectly, in securities that are not listed or traded on any stock exchange. In such situations, the Company may not be able to immediately sell such securities. The purchase price and subsequent valuation of these securities may reflect a discount, which could be significant, from the market price of comparable securities for which a liquid market exists.

19.16 **Credit Risk**

Investments may be adversely affected if any of the institutions with which money is deposited suffers insolvency or other financial difficulties (default). Credit risk also arises from the uncertainty about the ultimate repayment of principal and interest for bond or other debt instrument investments. The entire deposit or purchase price of the debt instrument is at risk of loss if there is no recovery after default. The risk of default is usually greatest with bonds and debt instruments that are classed as 'sub-investment' grade.

19.17 **Liquidity Risk**

In normal market conditions a fund's assets comprise mainly realisable investments which can be readily sold. The Company's main liability is the redemption of any Shares that investors wish to sell. In general the Company manages its investments, including cash, such that it can meet its liabilities. Investments held may need to be sold if insufficient cash is available to finance such redemptions. If the size of the disposals are sufficiently large, or the market is illiquid, then there is a risk that either the investments might not be sold or the price at which they are sold may adversely affect the Net Asset Value of the Company. If there were significant requests for redemption

of Shares in the Company at a time when a large proportion of the Company's assets were invested in illiquid investments, then the Company's ability to fund those redemptions would be impaired and it might be necessary to suspend dealings in Shares in the Company.

19.18 **Settlement Risk**

All security investments are transacted through brokers who have been approved by the Investment Managers as an acceptable counterparty. The list of approved brokers is reviewed regularly. There is a risk of loss if a counterparty fails to perform its financial or other obligations to the Company, for example, the possibility that a counterparty may default, by failing to make payments due, or make payments in a timely manner. If settlement never occurs the loss incurred by the Company will be the difference between the price of the original contract and the price of the replacement contract or, in the case where the contract is not replaced the absolute value of the contract at the time it is voided. Furthermore, in some markets 'Delivery versus Payment' may not be possible in which case the absolute value of the contract is at risk if the Company meets its settlement obligations but the counterparty fails before meeting its obligations.

19.19 **Custody Risk**

The Depository may delegate the function of safekeeping of Financial Instruments to the Custodian, who may in turn appoint custody agents. The Depository or Custodian or custody agent may hold Financial Instruments in fungible accounts (meaning the assets are interchangeable) or omnibus accounts (resulting in accounts being combined). The use of omnibus accounts gives rise to a potential risk that there could be a shortfall in the Financial Instruments held in such an account should the total of the Financial Instruments be less than the aggregate entitlement of the Company. It is expected that such risks will be mitigated by the Custodian's trade matching and reconciliation processes, however in the event of an irreconcilable shortfall, the affected clients would bear the risk of any shortfall on a pro-rata basis and the Company may not recover all of its Financial Instruments.

19.20 **Tax Risk**

Tax laws, currently in place, may change in the future which could affect the value of the Company's and therefore the Shareholders investments. Refer to the section headed 'Taxation' in the prospectus for further details about the taxation of the Company.

19.21 **Inflation Risk**

Unless the performance of your investment keeps up with or beats inflation, the real value of your investment will fall over time.

19.22 **Political and/or Environmental Risk**

The investee companies may operate in countries where the ownership rights may be uncertain and development of the resources themselves may be subject to disruption due to factors including civil disturbances, industrial action, interruption of power supplies, as well as adverse climatic conditions.

19.23 **Market Risk**

There is a risk that the entire market for an asset class will decline thus affecting the prices and the value of such assets which form part of the Scheme Property.

19.24 **Infectious Diseases**

Infectious diseases that pose significant threats to human health may be highly disruptive to global economies and markets. The economic and market disruptions caused by infectious diseases could significantly impact the value of the Scheme Property and the value of distributions paid to Shareholders.

20. **RISK MANAGEMENT**

20.1 The ACD uses a risk management process (including a risk management policy) enabling it to monitor and measure at any time the risk of the Company's positions and their contribution to the overall risk profile of the Company.

20.2 The following details of the risk management process must be regularly notified to the FCA and at least on an annual basis:

20.2.1 a true and fair view of the types of derivatives and forward transactions to be used within the Company together with their underlying risks and any relevant quantitative limits; and

20.2.2 the methods for estimating risks in derivative and forward transactions.

20.3 The ACD must assess, monitor and periodically review:

20.3.1 the adequacy and effectiveness of the risk management policy and of the arrangements, processes and techniques referred to in COLL 6.12.5R;

20.3.2 the level of compliance by the ACD with the risk management policy and with those arrangements, processes and techniques referred to in COLL 6.12.5R; and

20.3.3 the adequacy and effectiveness of measures taken to address any deficiencies in the performance of the risk management process.

20.4 The ACD must notify the FCA of any material changes to the risk management process.

20.5 Upon request to the ACD a Shareholder can receive information relating to:

20.5.1 the quantitative limits applying to the risk management of the Company;

20.5.2 the methods used in relation to 20.5.1 and

20.5.3 any recent developments of the risk and yields of the main categories of investment in the Company.

21. **HISTORICAL PERFORMANCE DATA**

Historical performance data for the Company is set out in Appendix III.

Past performance should not be seen as an indication of future performance.

22. **FEES AND EXPENSES**

22.1 **General**

The Company may pay out of the property of the Company charges and expenses incurred by the Company, which will include the following expenses:

- 22.1.1 the fees and expenses payable to the ACD, to the Investment Managers and to the Depositary;
- 22.1.2 broker's commission (excluding costs for research), fiscal charges (including stamp duty and/or stamp duty reserve tax) and other disbursements which are necessarily incurred in effecting transactions for the Company and normally shown in contract notes, confirmation notes and difference accounts as appropriate;
- 22.1.3 fees and expenses in respect of establishing and maintaining the Register and any sub-register of Shareholders;
- 22.1.4 any costs incurred in or about the listing of Shares in the Company on any Stock Exchange, and the creation, conversion and cancellation of Shares;
- 22.1.5 any costs incurred in producing and dispatching any payments made by the Company, or the yearly and half-yearly reports of the Company;
- 22.1.6 any fees, expenses or disbursements of any legal or other professional adviser of the Company;
- 22.1.7 any fees or costs associated with any CASS related support activity incurred by the Registrar;
- 22.1.8 any costs incurred in taking out and maintaining any insurance policy in relation to the Company;
- 22.1.9 any costs incurred in respect of meetings of Shareholders convened for any purpose including those convened on a requisition by Shareholders not including the ACD or an associate of the ACD;
- 22.1.10 liabilities on unitisation, amalgamation or reconstruction including certain liabilities arising after transfer of property to the Company in consideration for the issue of Shares as more fully detailed in the FCA Rules;
- 22.1.11 interest on borrowings and charges incurred in effecting or terminating such borrowings or in negotiating or varying the terms of such borrowings;
- 22.1.12 taxation and duties payable in respect of the property of the Company or the issue or redemption of Shares;
- 22.1.13 the audit fees of the Auditors (including VAT) and any expenses of the Auditors;

- 22.1.14 the fees of the FCA under the FCA Rules, together with any corresponding periodic fees of any regulatory authority in a country or territory outside the United Kingdom in which Shares in the Company are or may be marketed;
- 22.1.15 the Depositary's expenses, as detailed in paragraph 22 below;
- 22.1.16 any expense incurred in relation to company secretarial duties including the cost of maintenance of minute books and other documentation required to be maintained by the Company;
- 22.1.17 any reasonable general disbursements relating to postage and communication costs incurred in the proper performance of the transfer agent's duties relating to the Company, which are currently carried on by the Registrar; and
- 22.1.18 any payments otherwise due by virtue of the FCA Rules.

Value Added Tax is payable on these charges where appropriate.

Allocation of payments

All Expenses relating directly to the purchase and sale of investments, which includes stamp duty reserve tax, are charged against the capital of the Company. Other expenses are allocated between income and capital in accordance with the FCA Rules and the OEIC Regulations and as specified in Appendix I.

Where expenses are allocated to income, but at the end of the accounting period there is insufficient income, the shortfall may be allocated to capital in accordance with the FCA Rules and the OEIC Regulations. **This may result in capital erosion or constrain capital growth.**

22.2 **Charges payable to the ACD**

In payment for carrying out its duties and responsibilities the ACD is entitled to take out of the Company an annual management charge.

The annual management charge accrues daily and is payable monthly in arrears on the last calendar day of each month. The fee is calculated by reference to the value of the Company on the last Business Day of the preceding month.

The current management charges, and the preliminary charge that the ACD is entitled to, are set out in Appendix I.

The ACD is also entitled to reimbursement of all reasonable, properly vouched, out of pocket expenses incurred in the performance of its duties, including stamp duty and stamp duty reserve tax on transactions in Shares.

The ACD may not introduce a new category of remuneration for its services unless the introduction has been approved by an extraordinary resolution of Shareholders in the Company.

The ACD may not increase the current rate or amount of its remuneration payable out of the Scheme Property of the Company or the preliminary charge unless, not less than 60 days before the introduction or increase, the ACD gives notice in writing of the introduction or increase and the date of its commencement to all Shareholders and has revised and made available the

Prospectus to reflect the introduction of new rate and the date of its commencement.

22.3 **Investment Managers' fees**

The Investment Managers' fees and expenses (plus VAT thereon) are paid by the Company and shall not exceed an amount equal to 1% per annum of the NAV of the Company. The ACD shall have discretion to determine the amount of this fee which is payable to each Investment Manager in its discretion from time to time.

22.4 **Depositary's Fee**

Periodic fee

The Depositary receives for its own account a periodic fee which will accrue due monthly on the last Business Day in each calendar month in respect of that day and the period since the last Business Day in the preceding month and is payable within 7 days after the last Business Day in each month. The fee is calculated by reference to the value of the Company on the last Business Day of the preceding month. The fee is payable out of the property attributable to the Company.

The rate of the periodic fee is agreed between the ACD and the Depositary and the current fees payable are:

0.0275% per annum for the first £50,000,000 in value of the Scheme Property of the Company;

0.025% per annum for the next £50,000,000 in value of the Scheme Property of the Company;

0.020% for the next £100,000,000 in value of the Scheme Property of the Company;

0.015% per annum on the remaining value thereafter.

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

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

Transaction, derivative and custody charges

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

Item	Range/Fees
Transaction Charges	between £7.50 and £180 per transaction
Derivative Transaction Charges	£20 (if applicable)

Custody Charges	up to 0.9% of the value of investments being held subject to a minimum aggregate charge of £7,500 per annum
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These charges vary from country to country depending on the markets and the type of transaction involved. Transaction charges accrue at the time the transactions are effected and are payable as soon as is reasonably practicable, and in any event not later than the last Business Day of the month when such charges arose or as otherwise agreed between the Depositary and the ACD. Custody charges accrue and are payable as agreed from time to time by the ACD and the Depositary.

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

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

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

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

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

22.5 Allocation of payments

Appendix I sets out the arrangement which the ACD and the Depositary have agreed in relation to allocation of expense payments. **Investors should note that, if expenses are treated as a capital expense, this policy may result in capital erosion or constrain capital growth.**

Please see paragraph 22.1 'Allocation of payments'.

23. SHAREHOLDER MEETINGS AND VOTING RIGHTS

23.1 For the purposes of this paragraph 23:

- (a) a "physical meeting" is a general meeting convened at a physical location where Shareholders, or their proxy, must be physically present;

- (b) a “hybrid meeting” is a general meeting which allows Shareholders, or their proxy, to be physically present at the location where the meeting is convened, or to attend and vote remotely; and
 - (c) a “virtual meeting” is a general meeting where all Shareholders, or their proxy, attend and vote remotely.
- 23.2 The provisions below, unless the context otherwise requires, apply to Share Class meetings as they apply to general meetings of the Company.
- 23.3 The Company does not propose to hold annual general meetings. Resolutions will be voted upon at extraordinary general meetings.
- 23.4 The ACD and the Depositary may convene a general meeting of the Company at any time in accordance with the FCA Rules. The ACD may hold a virtual meeting or a hybrid meeting as this is not inconsistent with any provisions in the Instrument of Incorporation.
- 23.5 Shareholders may request the convening of a general meeting by a requisition which must:
 - (a) state the objective of the meeting;
 - (b) be dated;
 - (c) be signed by Shareholders who, at that date, are registered as the Shareholders of Shares representing not less than one-tenth in value of all of the Shares then in issue; and
 - (d) be deposited at the head office of the Company or with the Depositary.
- 23.6 Any Shareholder who participates remotely in a hybrid meeting by the means specified in the notice is deemed to be present at the meeting and has the same rights as a Shareholder who is physically present at the meeting.
- 23.7 Any Shareholder who participates in a virtual meeting by the means specified in the notice is deemed to be present at the meeting and has the same rights that the Shareholder would have at a physical meeting.
- 23.8 Any Shareholder who participates remotely may do so without having to appoint a proxy and is not required to submit their vote on a resolution in advance of the meeting.
- 23.9 A meeting of Shareholders, duly convened and held shall be competent by extraordinary resolution to require, authorise or approve any act, matter or document in respect of which any such resolution is required or expressly contemplated by the relevant regulations.
- 23.10 An extraordinary resolution is a resolution passed by a majority of not less than three-quarters of the votes validly cast (whether on a show of hands or on a poll) for the resolution at a general meeting, or, as the case may be, a Share Class meeting of Shareholders.
- 23.11 Except where an extraordinary resolution is specifically required or permitted, any resolution of Shareholders is passed by a simple majority of the votes validly cast.

- 23.12 A meeting of Shareholders has no powers other than those contemplated by the FCA Rules.
- 23.13 Where a meeting of Shareholders is convened by the ACD or the Depositary, Shareholders must receive at least 14 days' written notice (inclusive of the date on which the notice is first served and the day of the meeting) and the notice shall specify:
- (a) whether the meeting is to be a physical meeting, a hybrid meeting or a virtual meeting;
 - (b) if the meeting is a physical meeting or a hybrid meeting, the place of the meeting;
 - (c) if the meeting is a hybrid meeting or a virtual meeting, the means by which a Shareholder may participate, including any requirements for Shareholders to register before the meeting begins or to provide proof of their right to attend, and an explanation of how participating Shareholders may vote in a show of hands or in a poll, if they do not appoint a proxy;
 - (d) the day and hour of the meeting;
 - (e) the terms of the resolutions to be proposed; and
 - (f) the address of the website where the minutes of the meeting will subsequently be published.
- 23.14 Where the notice is served by the ACD a copy shall be sent to the Depositary.
- 23.15 The accidental omission to give notice to, or the non-receipt of notice by any Shareholder will not invalidate the proceedings at any meeting.
- 23.16 Notice of an adjourned meeting of Shareholders must be given to each Shareholder, stating that while two Shareholders are required to be present, in person, by proxy or remotely, to constitute a quorum at the adjourned meeting, this may be reduced to one in accordance with COLL 4.4.6R(3), should two such Shareholders not be present after a reasonable time of convening of the meeting. In the case of an adjournment of a meeting at which a quorum is present, it shall not be necessary to give any notice of such an adjournment or of the business to be transacted at the adjourned meeting. Where a meeting is adjourned without date, the time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for thirty days or more or without date, not less than seven days' notice of the adjourned meeting shall be given in like manner as in the case of the original meeting.
- 23.17 Where the meeting is a hybrid meeting or a virtual meeting, the ACD shall take reasonable care to ensure that the necessary supporting technology to enable Shareholders to attend and vote is in place at the start of the meeting and operates adequately throughout its proceedings, so that Shareholders who attend or vote remotely are not unfairly disadvantaged.
- 23.18 The quorum at a meeting of Shareholders shall be two Shareholders present in person, by proxy or (where applicable) remotely using the means specified in the notice. If, after a reasonable time after the start of the meeting, a quorum is not present, the meeting:

- (a) if convened on the requisition of Shareholders, must be dissolved;
 - (b) in any other case, must stand adjourned to:
 - (i) a day and time which is seven or more days after the day and time of the meeting;
 - (ii) in the case of a physical meeting or a hybrid meeting, a place to be appointed by the chair; and
 - (c) if, at an adjourned meeting under paragraph 23.18(b) above, a quorum is not present after a reasonable time from the time for the meeting, one person entitled to be counted in a quorum present at the meeting shall constitute a quorum.
- 23.19 The chair of a meeting which permits Shareholders to attend and vote remotely shall take reasonable care to give such Shareholders:
- (a) an adequate opportunity to be counted as present in the quorum; and
 - (b) sufficient opportunities to participate fully in the proceedings of the meeting, in particular when a vote is taken on a show of hands or by poll.
- 23.20 In the case of an equality of votes cast, the chair is entitled to a casting vote.
- 23.21 At any meeting of Shareholders, on a show of hands every Shareholder who is present in person or who attends the meeting remotely using the means specified in the notice, shall have one vote.
- 23.22 On a poll, votes may be given either personally or by proxy or in another manner permitted by the Instrument of Incorporation. The voting rights for each Share must be the proportion of the voting rights attached to all of the Shares in issue that the price of the Shares bears to the aggregate price or prices of all of the Shares in issue at a cut-off date selected by the ACD which is a reasonable time before notice of the meeting is sent out.
- 23.23 A Shareholder entitled to more than one vote need not, if they vote, use all their votes or cast all the votes they use in the same way. For joint Shareholders, the vote of the first Shareholder, or the proxy of the first Shareholder, stated in the Register will be accepted to the exclusion of the votes of other joint Shareholders.
- 23.24 In the context of despatch of notice, "Shareholders" means the persons who were entered in the Register seven days before the notice of meeting was given but excluding persons who are known not to be entered on the Register at the date of despatch of the notice.
- 23.25 To be included in the quorum and entitled to vote at the meeting, "Shareholders" means the persons entered on the Register at a time determined by the ACD and stated in the notice of the meeting, which must not be more than 48 hours before the time fixed for the meeting.
- 23.26 The ACD is not entitled to vote at or be counted in a quorum at a meeting of Shareholders in respect of Shares held or deemed to be held by the ACD, except where the ACD holds Shares on behalf of, or jointly with, a person who, if themselves the sole registered Shareholder would be entitled to vote, and from

whom the ACD has received voting instructions. Associates of the ACD are entitled to be counted in a quorum and, if they hold Shares on behalf of a person who would have been entitled to vote if they had been a registered Shareholder and they have received voting instructions from that person, may vote in respect of such Shares pursuant to such instructions.

- 23.27 The ACD will publish the minutes on a website accessible to the general public without charge, no later than five Business Days after the meeting has taken place (but in the case of an original meeting which is adjourned, the minutes will be published no later than five Business Days after the adjourned meeting has taken place).
- 23.28 Any notice or document to be served upon a Shareholder will be duly served if it is:
- (a) delivered to the Shareholder's address as appearing in the Register; or
 - (b) sent using an electronic medium in accordance with paragraph 23.32 below.
- 23.29 Any notice or document served by post is deemed to have been served on the second Business Day following the day on which it was posted.
- 23.30 Any document left at a registered address or delivered other than by post is deemed to have been served on that day.
- 23.31 Any notice or document served by post on one joint Shareholder is deemed to also have been served on each other joint Shareholder whose address, as appearing on the Register, is the same address to which the notice or document was sent.
- 23.32 Any document or notice to be served on, or information to be given to a Shareholder, must be in legible form. For this purpose, any form is a legible form if it:
- (a) is consistent with the ACD's knowledge of how the recipient of the document wishes or expects to receive the document;
 - (b) is capable of being provided in hard copy by the ACD;
 - (c) enables the recipient to know or record the time of receipt; and
 - (d) is reasonable in the context.
- 23.33 Changes to the Company are classified as fundamental, significant or notifiable.
- 23.34 The ACD must obtain the prior approval of Shareholders by extraordinary resolution for any proposed change to the Company which constitutes a "fundamental change". This is a change or event which:
- (a) changes the purpose or nature of the Company;
 - (b) may materially prejudice a Shareholder;
 - (c) alters the risk profile of the Company; or
 - (d) introduces a new type of payment out of the Scheme Property.

- 23.35 The ACD must give prior written notice to Shareholders of any proposed change which constitutes a "significant change". This is a change or event which is not fundamental, but which:
- (a) affects a Shareholder's ability to exercise their rights in relation to their investment;
 - (b) would reasonably be expected to cause the Shareholder to reconsider their participation in the Company;
 - (c) results in any increased payments out of the Scheme Property to the ACD, or an associate of the ACD; or
 - (d) materially increases other types of payment out of the Scheme Property.

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

- 23.36 The ACD must inform Shareholders in an appropriate manner and timescale of any notifiable changes that are reasonably likely to affect, or have affected, the operation of the Company. This is a change or event, other than a fundamental or significant change, which a Shareholder must be made aware of unless the ACD 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 report of the Company.

23.37 **Variation of Share Class Rights**

The rights attached to a Share Class may be varied in accordance with COLL.

24. **TAXATION**

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

24.1 **Taxation of the Company**

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

The Company will make dividend distributions except where over 60% of the Company's property has been invested 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".

24.1.1 Income

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

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

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

24.1.2 Capital gains

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

24.1.3 Stamp Duty Reserve Tax

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

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

24.2 **Taxation of Shareholders**

24.2.1 Income

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

The distribution accounts of the Company for any of its distribution periods may show income available for distribution as either (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 Company.

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

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

(A) Interest distributions

UK resident individuals

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

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

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

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

UK corporate Shareholders

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

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

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

(B) Dividend distributions

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

UK resident individuals

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

UK corporate Shareholders

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

24.2.2 Chargeable gains

UK resident individuals

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

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

UK corporate Shareholders

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

The ACD reserves the right to redeem the Shares of any Shareholder who jeopardises the tax status of the Company.

24.3 **Income equalisation – tax implications**

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

24.4 **UK information reporting regime**

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

24.5 **Tax Elected Fund ("TEF") regime**

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

24.6 **International Tax Compliance**

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

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

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

Shareholders should note that:

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

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

25. **WINDING UP OF THE COMPANY**

The Company shall not be wound up except as an unregistered company under Part V of the Insolvency Act 1986 or under the FCA Rules.

Winding up of the Company under COLL is only permitted if (a) effect under regulation 21 of the OEIC Regulations, to proposals to wind up the Company may be given and (b) a statement has been prepared, and delivered, to the FCA under COLL 7.3.5R, prior to satisfaction of condition (a).

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

- a) if an extraordinary resolution of Shareholders of the Company to that effect is passed;
- b) when the period (if any) fixed for the duration of the Company (if any) by the Instrument of Incorporation expires or any event occurs for which the Instrument of Incorporation provides that the Company is to be wound up;
- c) on the date stated in any agreement by the FCA in response to a request from the ACD for the Company to be wound up; or
- d) on the effective date of a duly approved scheme of arrangement which is to result in the Company ceasing to hold any Scheme Property.

If any of the events set out above occur, the FCA Rules concerning pricing, dealing and investment and borrowing powers will cease to apply, the creation and cancellation of Shares will cease and the ACD will cease issuing, redeeming, buying and selling Shares except in respect of final calculation under COLL 7.3.7(R).

In the case of an approved scheme of arrangement referred to above the Depositary shall wind up the Company in accordance with the approved scheme of arrangement.

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

Shareholders will be notified of any proposal to wind up the Company. On commencement of such winding up the Company will cease to issue and cancel Shares and transfers of such Shares shall cease to be registered.

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

26. **GENERAL INFORMATION**

Accounting Periods

The annual accounting period of the Company ends each year on 30 April (the accounting reference date). The interim accounting period of the Company ends each year on 31 October.

Income Allocations

Allocations of income are made in respect of the income available for allocation in each accounting period.

Distributions of income in respect of Income Shares for the Company are paid by telegraphic transfer or by BACS on or before the annual income allocation date of 30 June and on or before the interim income allocation date of 31 December.

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

The amount available for distribution in any accounting period is calculated by taking the aggregate of the income received or receivable for the account of the Company in respect of that period, and deducting the charges and expenses of the Company paid or payable out of income in respect of that accounting period. The ACD then makes such other adjustments as it considers appropriate (and after consulting the Auditors as appropriate) in relation to taxation, income equalisation, income unlikely to be received within 12 months following the relevant income allocation date, income which should not be accounted for on an accrual basis because of lack of information as to how it accrues, transfers between the income and capital account and any other adjustments which the ACD considers appropriate after consulting the Auditors.

Shareholders should read the relevant parts of paragraph 24 (Taxation) for a summary of circumstances in which a distribution will be treated for tax purposes as a dividend or interest payment.

The ACD does not normally adjust distributions in order to smooth the amount of interim and final distributions within any particular accounting period.

Annual Reports

Annual reports of the Company will be published within four months of each annual accounting period and half-yearly reports will be published within two months of each interim accounting period.

The long reports will be available (free of charge) on request from the ACD. The long reports shall be available (without charge) for inspection by the public during normal working hours at the ACD's place of business. Please refer to Appendix VI for the ACD's address.

Telephone calls

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

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

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

Documents of the Company

The following documents may be inspected (free of charge) between 9.00 a.m. and 5.00 p.m. every Business Day at the offices of the ACD, and copies of each document may also be obtained on request from the ACD:

- the most recent annual and half-yearly long reports of the Company;
- the Prospectus; and
- the Instrument of Incorporation (and any amending instrument of incorporation).

A copy of the ACD Agreement or any contract of service between the Company and its directors can be provided free or charge on request from the ACD.

The address for the ACD is set out in Appendix VI.

Complaints

Complaints concerning the operation or marketing of the Company should be referred to the ACD in the first instance.

If the complaint cannot be resolved satisfactorily then it can be made direct to the Financial Ombudsman Service at Exchange Tower, London E14 9SR, telephone number 0800 023 4567 or 0300 1239 123.

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

Remuneration

The ACD has established and applies a remuneration policy, procedure and practice (together, the "Remuneration Policy") which is consistent with, and promotes, sound and effective risk management, and does not encourage risk-taking that is inconsistent with the risk profile or the Instrument of Incorporation. The Remuneration Policy applies to staff whose professional activities have a material impact on the risk profile of the ACD or the Company. The Remuneration Policy does not impair compliance with the ACD's duty to act in the best interests of the Company.

Details of the up-to-date Remuneration Policy including, but not limited to, a description of how remuneration and benefits are calculated and the identity of persons responsible for awarding the remuneration and benefits, including the composition of the remuneration committee, are available on www.tutman.co.uk and a paper copy of such information can be obtained, free of charge, upon request at the offices of the ACD.

Service of Notices

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

- a) delivered to the Shareholder's address as appearing in the Register; or
- b) delivered by using an electronic medium in accordance with paragraph 10.6.4.

Any notice or document served by post is deemed to have been served on the second Business Day following the day on which it is posted.

Any document left at a registered address or delivered other than by post is deemed to have been served on the day it was left or delivered.

Any document or notice to be served on or information to be given to a Shareholder, must be in legible form. For this purpose, any form is legible form which:

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

Non-accountability for profits

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

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

APPENDIX I

INVESTMENT OBJECTIVES, POLICY AND OTHER DETAILS OF THE COMPANY

Investment of the assets of the Company must comply with the FCA Rules and its own investment objective and policy. Details of the Company's investment objective and policy are set out below together with other information including available Share Classes, charges, minimum investment levels and distribution dates.

Appendix II

A detailed statement of the investment and borrowing restrictions applicable to the Company is contained in this Appendix.

Appendix IV and Appendix V

A list of the eligible securities and derivatives markets on which the Company may invest are contained in these Appendices.

THE BEAMISH FUND

Investment Objective and Policy

The Company aims to provide a total return (with a combination of income and growth of capital), net of fees, over 5 year rolling periods.

There is no guarantee that a return will be achieved over a 5 year period, or any other period and capital is at risk.

To achieve the objective, the Company will have exposure to a geographically diversified portfolio which will typically comprise at least 60% equities, and up to 40% in fixed income assets (which may include government and public securities), other alternative asset classes and cash. The composition of the Scheme Property as between equities and other asset classes, will vary over time within the above parameters, in response to the Investment Managers' views of the economic and market environment. In addition, the exposure to equities may fall below 60% during difficult markets which means that the Company has discretion to invest in the assets outlined above with no specified geographic focus, target sector or market, or asset allocation.

The above exposure may be gained directly or through the use of collective investment vehicles, including investment trusts, which may include collective investment vehicles managed by the ACD or its associates or the Investment Managers or their associates.

The assets in which the Company may also invest (directly or indirectly) will be other transferable securities, including warrants and money market instruments. Alternative assets (i.e. gold, commodities and property) may also be held but only indirectly via permitted investments such as collective investment vehicles.

It is the ACD's intention that derivatives be used in the pursuit of the investment objective of the Company for both investment purposes and for the purposes of Efficient Portfolio Management. Using derivatives and forward transactions for investment purposes may increase the volatility and the risk profile of the Company.

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

The ACD has appointed multiple Investment Managers with different investment styles to achieve the Company's investment objective. Allocations to the Investment Managers are subject to change in order to meet the Company's investment objective and further details regarding the allocations are available upon request from the ACD.

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

Comparator Benchmark

The Company uses the ARC Steady Growth PCI peer group for performance comparison purposes only. This peer group is not a target benchmark and the Company is not constrained by it. The peer group has been selected as a comparator for performance because the parameters for this peer group are closely aligned with the policy of the Company.

The ACD reserves the right to change the benchmark following consultation with the Depositary and in accordance with the rules of COLL. A change could arise, for example, where the ACD determines that an alternative may be more appropriate. Shareholders will be notified of such a change in accordance with the rules in COLL and the change noted in the subsequent annual and half yearly reports.

Classes of Shares available	Income Shares
Currency of denomination	Pounds Sterling
Minimum initial investment	£25,000
Minimum subsequent investment	None as long as minimum maintained
Minimum withdrawal	None
Minimum holding	£25,000
ACD's preliminary charge	7%
Annual management charge	The greater of £25,000 p.a. (@ (£2,083) per month) or up to 0.15 % (currently 0.14%) p.a. of the NAV of the Company
Investment Managers' Fees	Up to 1% per annum of the NAV of the Company to be allocated by the ACD between the respective Investment Managers
Charge for Investment Research	None
Annual accounting date	30 April

Interim accounting date	31 October
Annual income allocation date	30 June
Interim income allocation date	31 December
Invest in any Securities Market of the UK or a Member State of the EU or states within the EEA on which securities are admitted to Official Listing	As detailed in Appendices IV and V
Invest in Eligible Markets	As listed in Appendices IV and V
Charges taken from Income or Capital?	All expenses other than those relating directly to the purchase and sale of investments will be taken from Income. If at the end of an accounting period there is insufficient income the shortfall may be allocated to capital. This may result in capital erosion or constrain capital growth.
Income to be distributed as a dividend or interest?	The Company may distribute income in the form of a dividend or interest depending on the composition of the assets held over the accounting period.

Typical Investor Profile

Whether an investment in the Company is appropriate for you will depend on your own requirements and attitude to risk. The Company is designed for investors of any category, including retail investors, who:

- want to achieve equal growth and income over the medium to long term through investing in UK and overseas markets with the expertise of the Investment Managers,
- can meet the minimum investment levels,
- are able to commit to a long term investment in the Company and take the risk of losing part or all of their investment capital, and
- who understand and are willing to take the risks involved in investing in the Company (as detailed under "Risk Factors").

If you have any doubts as to whether the investment is suitable for you, please contact a financial adviser.

APPENDIX II

INVESTMENT AND BORROWING POWERS OF THE COMPANY

These restrictions apply to the Company.

1. **Investment restrictions**

1.1 The property of the Company will be invested with the aim of achieving the investment objective of the Company but subject to the limits on investment set out in the FCA Rules and the Company's investment policy. These limits apply to the Company as summarised below:

1.1.1 Generally the Company will invest in the investments to which it is dedicated including approved securities which are transferable securities admitted to official listing in the UK or an EEA State or is traded on or under the rules of an eligible securities market. The Company will also invest in units in collective investment schemes, approved money-market instruments, deposits and derivatives and forward transactions.

1.1.2 A market is eligible for the purpose of the rules if it is:

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

1.1.3 The eligible securities and derivatives markets for the Company are set out in Appendix IV and Appendix V.

1.1.4 New eligible securities markets may be added to the existing list only by the passing of a resolution of Shareholders at a Shareholders' meeting. If not, then the ACD and the Depositary will need to assess whether such an addition would be a significant event requiring Shareholders to be notified of the change 60 days in advance, and for the Prospectus to reflect the intended change and the date of commencement, or if the addition is of minimal significance to the investment policy of the Company such that Shareholders will just be notified of the change, whether by immediate notification or in the next report for the Company.

1.2 **Transferable securities**

1.2.1 Up to 10% of the value of the Company may be invested in transferable securities which are not approved securities.

1.3 **Spread: general**

- 1.3.1 This paragraph does not apply in respect of a transferable security or an approved money-market instrument to which paragraph 1.4 applies.
- 1.3.2 For the purposes of this paragraph 1.3, 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.
- 1.3.3 Not more than 20% in value of the Scheme Property is to consist of deposits with a single body.
- 1.3.4 Not more than 5% in value of the Scheme Property is to consist of transferable securities or approved money-market instruments issued by any single body.
- 1.3.5 The limit of 5% in paragraph 1.3.4 is raised to 10% in respect of up to 40% in value of the Scheme Property. Covered bonds need not be taken into account for the purpose of applying the limit of 40%.
- 1.3.6 The limit of 5% in paragraph 1.3.4 is raised to 25% in value of the Scheme Property in respect of covered bonds, provided that when the Company invests more than 5% in covered bonds issued by a single body, the total value of covered bonds held must not exceed 80% in value of the Scheme Property.
- 1.3.7 In applying paragraphs 1.3.4 and 1.3.5, certificates representing certain securities are to be treated as equivalent to the underlying security.
- 1.3.8 Not more than 20% in value of the Scheme Property is to consist of transferable securities and approved money-market instruments issued by the same group.
- 1.3.9 Not more than 20% in value of the Company is to consist of the units of any one collective investment scheme.
- 1.3.10 In applying the limits in 1.3.3, 1.3.4, 1.3.5, 1.3.7 and 1.9.8 in relation to a single body, and subject to 1.3.6, not more than 20% in value of the Scheme Property is to consist of any combination of two or more of the following:
 - (a) transferable securities or approved money-market instruments issued by; or
 - (b) deposits made with; or
 - (c) exposures from OTC derivatives transactions made with;a single body.

1.4 **Spread: government and public securities**

- 1.4.1 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.
- 1.4.2 Where no more than 35% in value of the Scheme Property is invested in such securities issued by any one body, there is no limit on the amount which may be invested in such securities or in any one issue.
- 1.4.3 **The Company may invest more than 35% in value of the Scheme Property in such securities issued by any one body, provided that:**
- (a) **the ACD has before any such investment is made consulted with the Depository and as a result considers that the issuer of such securities is one which is appropriate in accordance with the investment objectives of the Company;**
 - (b) **no more than 30% in value of the Scheme Property consists of such securities of any one issue;**
 - (c) **the Scheme Property includes such securities issued by that or another issuer of at least six different issues; and**
 - (d) **the disclosures in COLL 3.2.6R(8) and COLL 4.2.5R(3)(i) have been made.**
- 1.4.4 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
- 1.4.5 Notwithstanding paragraph 1.3.1 and subject to COLL 5.2.12R(2) and (3), in applying the 20% limit in paragraph 1.3.10 with respect to a single body, such securities issued by that body shall be taken into account.
- 1.4.6 **Up to 100% of the Scheme Property may be invested in such securities issued by:**
- (a) **the government of the United Kingdom and Northern Ireland and of an EEA State; or**
 - (b) **the Governments of Australia, Canada, Japan, New Zealand, Switzerland or the United States of America.**

1.5 **Collective Investment Schemes**

1.5.1 Except where the investment policy of the Company is inconsistent with this, up to 100% in value of the Scheme Property of the Company may be invested in units or shares in other schemes, although not more than 20% in value of the Scheme Property of the Company is to consist of the units of any one collective investment scheme ("second scheme").

1.5.2 Up to 100% of the Scheme Property of the Company may be invested in (and the Scheme Property of the Company may include) units in collective investment schemes managed or operated by the ACD, or an associate of the ACD, provided that paragraphs 1.5.11 to 1.5.14 below are complied with.

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

1.5.4 No more than 30% in value of the Scheme Property of the Company may be invested in second schemes within 1.5.5(b) to 1.5.5(e).

1.5.5 Any second schemes in which the Company invests need to:

- (a) be a UK UCITS or satisfy the conditions necessary for it to enjoy the rights conferred by the UCITS Directive as implemented in the EEA; or
- (b) be a recognised scheme that is authorised by the supervisory authorities of Guernsey, Jersey or the Isle of Man (provided the requirements of COLL 5.2.13AR are met); or
- (c) be authorised as a Non-UCITS Retail Scheme (provided the requirements of COLL 5.2.13AR(1), (3) and (4) are met); or
- (d) be authorised in an EEA State (provided the requirements of COLL 5.2.13AR are met); or
- (e) be authorised by the competent authority of an OECD member country (other than an EEA State) which has:
 - (i) signed the IOSCO Multilateral Memorandum of Understanding; and
 - (ii) approved the scheme's management company, rules and depositary/custody arrangements;

(provided the requirements of COLL 5.2.13AR are met).

1.5.6 The second scheme must comply, where relevant, with COLL 5.2.15R (Investment in associated collective investment schemes) and COLL 5.2.16R (Investment in other group schemes).

- 1.5.7 The second scheme must have terms which prohibit more than 10% in value of the scheme property consisting of units in collective investment schemes.
- 1.5.8 Where the second scheme is an umbrella, the provisions in paragraphs 1.5.6 and 1.5.7 above and COLL 5.2.11R (Spread: general) apply to each sub-fund as if it were a separate scheme.
- 1.5.9 The Company may invest in units or shares of collective investment schemes and pay any related charges or expenses for investing in such units or shares. Where the schemes invested in are managed, operated or administered by the ACD (or one of its associates) the rules on double charging contained in the FCA Rules must be complied with.
- 1.5.10 The requirements of COLL 5.2.13AR are that:
- (a) the second scheme is an undertaking:
 - (i) with the sole objective of collective investment in transferable securities or in other liquid financial assets, as referred to COLL 5, of capital raised from the public and which operate on the principle of risk spreading; and
 - (ii) with units which are, at the request of holders, repurchased or redeemed, directly or indirectly, out of those undertakings' assets (action taken by a scheme to ensure that the price of its units on an investment exchange does not significantly vary from their net asset value shall be regarded as equivalent to such repurchase or redemption);
 - (b) the second scheme is authorised under laws which provide that they are subject to supervision considered by the FCA to be equivalent to that laid down in the law of the UK, and that cooperation between the FCA and the supervisory authorities of the second scheme is sufficiently ensured;
 - (c) the level of protection for unitholders in the second scheme is equivalent to that provided for unitholders in a UK UCITS, and in particular that the rules on asset segregation, borrowing, lending and uncovered sales of transferable securities and approved money-market instruments are equivalent to the requirements of COLL 5; and
 - (d) the business of the second scheme is reported in half-yearly and annual reports to enable an assessment to be made of the assets and liabilities, income and operations over the reporting period.
- 1.5.11 Where the Company makes an investment in, or disposal of, units or shares of a second scheme detailed in paragraph 1.5.2, and there is a charge in respect of such investment or disposal, the ACD must pay the Company the amount referred to in either paragraph 1.5.12 or paragraph 1.5.13 within four Business Days following the date of the agreement to invest or dispose.
- 1.5.12 When an investment is made, the amount referred to in paragraph 1.5.11 is either:

- (a) any amount by which the consideration paid by the Company for the units or shares in the second scheme exceeds the price that would have been paid for the benefit of the second scheme had the units or shares been newly issued or sold by it; or
- (b) if such price cannot be ascertained by the ACD, the maximum amount of any charge permitted to be made by the seller of units or shares in the second scheme.

1.5.13 When a disposal is made, the amount referred to in paragraph 1.5.11 is any charge made for the account of the authorised fund manager or operator of the second scheme or an associate of any of them in respect of the disposal.

1.5.14 In paragraphs 1.5.12 and 1.5.13 above:

- (a) any addition to or deduction from the consideration paid on the acquisition or disposal of units in the second scheme, which is applied for the benefit of the second scheme and is, or is like, a dilution levy made in accordance with COLL 6.3.8R, is to be treated as part of the price of the units and not as part of any charge; and
- (b) any charge made in respect of an exchange of units in one sub-fund or separate part of the second scheme for units in another sub-fund or separate part of that scheme is to be included as part of the consideration paid for the units.

1.6 **Warrants and nil and partly paid securities**

1.6.1 Up to 100% in value of the Scheme Property of the Company may consist of warrants **(which may at times make the portfolio composition highly volatile)**, provided that warrants may only be held if it is reasonably foreseeable there will be no change to the Scheme Property between the acquisition of the warrant and its exercise and the rights conferred by the proposed warrant and all other warrants forming part of the Scheme Property at the time of the acquisition of the proposed warrant will be exercised and that the exercise of the rights conferred by the warrants will not contravene the FCA Rules.

1.6.2 Securities on which any sum is unpaid may be held provided that it is reasonably foreseeable that the amount of any existing and potential call for any sum unpaid could be paid by the Company at any time when the payment is required without contravening COLL 5.

1.6.3 A warrant which is an investment falling within article 80 of the Regulated Activities Order (Certificates representing certain securities) and which is akin to an investment falling within article 79 (Instruments giving entitlement to investments) of the Regulated Activities Order may not be included in the Scheme Property unless it is listed on an eligible securities market.

1.7 **Approved money-market instruments**

1.7.1 Up to 100% in value of the Scheme Property of the Company can consist of approved money-market instruments, which are normally dealt in on the money market, are liquid and whose value can be accurately

determined at any time provided the money-market instrument is admitted to or normally dealt in on an eligible market; or is issued or guaranteed by one of the following: the government of the UK and the United States of America; or issued by a body, any securities of which are dealt in on an eligible market; or issued or guaranteed by an establishment subject to prudential supervision in accordance with criteria defined by UK or EU law or by an establishment which is subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by UK or EU law.

1.7.2 Notwithstanding the above up to 10% of the Scheme Property of the Company may be invested in approved money-market instruments which do not meet these criteria.

1.8 Deposits

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

1.9 Derivatives and forward transactions

1.9.1 **Derivatives may be employed in the pursuit of the investment objectives of the Company for both investment purposes and for the purposes of Efficient Portfolio Management. Using derivatives and forward transactions for investment purposes may increase the volatility and the risk profile of the Company.**

1.9.2 In pursuing the Company's objective the ACD may make use of a variety of derivative instruments in accordance with the FCA Rules. Where derivatives are used for Hedging, or in accordance with Efficient Portfolio Management¹ techniques (but not where derivatives are used for investment purposes), then this will not compromise the risk profile of the Company.

¹ The Company may also utilise the Scheme Property to enter into transactions for the purposes of Efficient Portfolio Management ("EPM"). Permitted EPM transactions (excluding stock lending arrangements) are transactions in derivatives e.g. to hedge against price or currency fluctuations, dealt with or traded on an eligible derivatives market; off-exchange options or contracts for differences resembling options; or synthetic futures in certain circumstances. The ACD must take reasonable care to ensure that the transaction is economically appropriate to the reduction of the relevant risks (whether in the price of investments, interest rates or exchange rates) or to the reduction of the relevant costs and/or to the generation of additional capital or income with a risk level which is consistent with the risk profile of the Company and the risk diversification rules laid down in COLL. The exposure must be fully "covered" by cash and/or other property sufficient to meet any obligation to pay or deliver that could arise.

Permitted transactions are those that the Company reasonably regards as economically appropriate to EPM.

- (i) Transactions undertaken to reduce risk or cost in terms of fluctuations in prices, interest rates or exchange rates where the ACD reasonably believes that the transaction will diminish a risk or cost of a kind or level which it is sensible to reduce; or
 - 1)
- (ii) Transactions for the generation of additional capital growth or income for the Company by taking advantage of gains which the ACD reasonably believes are certain to be made (or certain, barring events which are not reasonably foreseeable) as a result of:
 - 2)
 - (a) pricing imperfections in the market as regards the property which the Company holds or may hold; or
 - (b) receiving a premium for the writing of a covered call option or a cash covered put option on property of the Company which the Company is willing to buy or sell at the exercise price, or
 - (c) stock lending arrangements.

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

Transactions may take the form of "derivatives transactions" (that is, transactions in options, futures or contracts for differences) or forward currency transactions. A derivatives transaction must either be in a derivative which is traded or dealt in on an eligible derivatives market (and effected in accordance with the rules of that market), or be an off-exchange derivative which complies with the relevant conditions

- 1.9.3 Use of derivatives will not contravene any relevant investment objectives or limits.
- 1.9.4 Except as set out in 1.9.8 below there is no upper limit on the use of transactions in derivatives or forward transaction for the Company but they must fall under 1.9.5 and 1.9.7.
- 1.9.5 A transaction in a derivative or forward transaction must:
- (a) either be an approved derivative; or OTC in a future, an option or a contract for differences which must be entered into with an approved counterparty, on approved terms, capable of reliable valuation and subject to verifiable valuation;
 - (b) have the underlying consisting of any one or more or all of the following to which the Company is dedicated:
 - (i) transferable securities permitted under COLL 5.2.8 R(3)(a) to (c) and COLL 5.2.8 R(3)(e);
 - (ii) approved money-market instruments permitted under COLL 5.2.8 R(3)(a) to COLL 5.2.8 R(3)(d);
 - (iii) deposits permitted under COLL 5.2.26R;
 - (iv) derivatives permitted under COLL 5.2.20R;
 - (v) collective investment scheme units permitted under COLL 5.2.13R;
 - (vi) financial indices which satisfy the criteria set out in COLL 5.2.20AR;
 - (vii) interest rates;
 - (viii) foreign exchange rates; and
 - (ix) currencies;
 - (c) be effected on or under the rules of an eligible derivatives market;
 - (d) not cause the Company to diverge from its investment objective as stated in the Instrument of Incorporation and the most recently published version of this Prospectus;
 - (e) not be entered into if the intended effect is to create the potential for an uncovered sale of one or more transferable securities, approved money-market instruments, units in collective investment schemes, or derivatives; and
 - (f) be with an approved counterparty.

set out in the FCA Rules, or be a "synthetic future" (i.e. a composite derivative created out of two separate options). Forward currency transactions must be entered into with counterparties who satisfy the FCA Rules. A permitted transaction may at any time be closed out.

- 1.9.6 **Use of derivatives must be supported by a risk management process maintained by the ACD which should take account of the investment objective and policy of the Company.** (Please refer to paragraph 20 of the main body of this Prospectus for details of the risk management process.)
- 1.9.7 A transaction in derivatives or forward transaction is to be entered into only if the maximum exposure, in terms of the principal or notional principal created by the transaction to which the scheme is or may be committed by another person is covered under 1.9.7(a).
- (a) Exposure is covered if adequate cover from within the Scheme Property for the Company is available to meet its total exposure, taking into account the initial outlay, the value of the underlying assets, any reasonably foreseeable market movement, counterparty risk, and the time available to liquidate any positions.
- (b) Cash not yet received into the Scheme Property of the Company, but due to be received within one month, is available as cover for the purposes of 1.9.7(a).
- (c) Property the subject of a stock lending transaction is only available for cover if the ACD has taken reasonable care to determine that it is obtainable (by return or re-acquisition) in time to meet the obligation for which cover is required.
- (d) The exposure relating to derivatives held in the Company may not exceed the net value of its Scheme Property.
- 1.9.8 The exposure to any one counterparty in an OTC derivative transaction must not exceed 5% in value of the Scheme Property of the Company. This limit is raised to 10% where the counterparty is an Approved Bank. Counterparty risk exposure can be reduced by the Company receiving collateral from the counterparty. Collateral will be managed in accordance with FCA Rules and Guidelines issued from time to time by the European Securities and Markets Authority. A Collateral Management Policy will be implemented by the ACD before the Company enters into any transactions which require it to hold collateral from a counterparty.
- 1.9.9 **The use of derivatives or forwards for the purposes of Hedging or Efficient Portfolio Management will not materially alter the risk profile of the Company. The use of these techniques and instruments will only be employed where the ACD and the Investment Managers consider these to be in line with the best interests of the Company.**

1.10 Concentration

- 1.10.1 The Company must not hold more than:
- (a) 10% of the transferable securities issued by a body corporate which do not carry rights to vote on any matter at a general meeting of that body; or
- (b) 10% of the debt securities issued by any single body; or

- (c) 10% of the approved money-market instruments issued by any single body; or
 - (d) 25% of the units in a collective investment scheme.
- 1.10.2 The Company must not acquire transferable securities issued by a body corporate and carrying rights to vote (whether or not on substantially all matters) at a general meeting of that body corporate if:
- (a) immediately before the acquisition, the aggregate of any such securities held by the Company gives the Company power to influence significantly the conduct of business of that body corporate; or
 - (b) the acquisition gives the Company that power.
- 1.10.3 For the purpose of 1.10.2(a), the Company is to be taken to have power significantly to influence the conduct of business of a body corporate if it can, because of the transferable securities held by it, exercise or control the exercise of 20% or more of the voting rights in that body corporate (disregarding for this purpose any temporary suspension of voting rights in respect of the transferable securities of that body corporate).

1.11 **General**

- 1.11.1 Underwriting and sub-underwriting contracts and placings may also, subject to certain conditions set out in the FCA Rules, be entered into for the account of the Company.
- 1.11.2 Cash or near cash must not be retained in the Scheme Property of the Company except in order to enable the pursuit of the Company's investment objective; or for redemption of shares in the Company; or efficient management of the Company in accordance with its investment objective or for a purpose which may reasonably be regarded as ancillary to the investment objectives of the Company.

2. **Stock lending**

- 2.1 The Company may not enter into stock lending transactions.

3. **Borrowing powers**

- 3.1 The Company or Depositary may, in accordance with this paragraph and subject to COLL, borrow money from an Eligible Institution or an Approved Bank for the use of the Company on the terms that the borrowing is to be repayable out of the Scheme Property. This power to borrow is subject to the obligation of the Company to comply with any restriction in the Instrument of Incorporation.
- 3.2 Borrowing must be on a temporary basis and must not be persistent and, for this purpose, the ACD must have particular regard to:
- 3.2.1 the duration of any period of borrowing; and

- 3.2.2 the number of occasions on which it has resorted to borrowing in any period.
- 3.3 The ACD must ensure that no period of borrowing exceeds three months without the prior consent of the Depositary. The Depositary may only give consent as required in this paragraph on such conditions as appear appropriate to the Depositary to ensure that the borrowing does not cease to be on a temporary basis.
- 3.4 The ACD must ensure that borrowing does not, on any Business Day, exceed 10% of the value of the Scheme Property of the Company.
- 3.5 These borrowing restrictions do not apply to "back to back" borrowing to be cover for transactions in derivatives and forward transactions.

APPENDIX III

HISTORICAL PERFORMANCE DATA

Past performance should not be seen as an indication of future performance.

The below performance table provides comparisons for performance over a five year period. The performance table shows the total annual return up to 31 December for 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.

	<u>2019</u> (%)	<u>2020</u> (%)	<u>2021</u> (%)	<u>2022</u> (%)	<u>2023</u> (%)
The Beamish Fund	13.39	13.24	14.97	-9.42	9.71

Source of performance data - Morningstar.

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

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

APPENDIX IV

ELIGIBLE SECURITIES MARKETS

Investments may be made on each of the eligible securities and derivatives markets in order to fulfil the investment objective stated in Appendix I.

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

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

Detailed below in this Appendix and Appendix V are the additional eligible markets on which the Company is currently permitted to deal.

1	UK London Stock Exchange AIM
2	Australia ASX Group
3	Brazil BM&FBOVESPA
4	Canada Montreal Exchange Toronto Stock Exchange TSX Venture Exchange
5	Channel Islands Channel Islands Stock Exchange (CISX)
6	China Shanghai Stock Exchange Shenzhen Stock Exchange
7	Czech Republic Prague Stock Exchange
8	Hong Kong Hong Kong Exchanges and Clearing Company
9	Hungary Budapest Stock Exchange
10	India BSE Limited
11	Indonesia Indonesia Stock Exchange (IDX)
12	Israel Tel Aviv SE (TASE)
13	Japan Tokyo Financial Exchange Osaka Exchange
14	Republic of Korea Korea Exchange
15	Malaysia Bursa Malaysia Securities
16	Mexico Bolsa Mexicana de Valores (BMV)
17	New Zealand New Zealand Stock Exchange
18	Peru Lima Bolsa de Valores de Lima (BVL)
19	Philippines Philippines Stock Exchange
20	Poland Warsaw Stock Exchange (WSE)
21	Singapore Singapore Exchange (SGX)
22	South Africa JSE Limited
23	Switzerland SIX Swiss Exchange
24	Taiwan Taiwan Stock Exchange
25	Thailand Stock Exchange of Thailand

26
27

Turkey Borsa Istanbul
United States New York Stock Exchange
NASDAQ
The OTC Market(s) in US securities, regulated by FINRA and SEC

APPENDIX V

ELIGIBLE DERIVATIVES MARKETS

1. NYSE MKT LLC
2. Athens Stock Exchange
3. ASX Group
4. CME Group
5. Chicago Board Options Exchange
6. NASDAQ OMX Copenhagen
7. Eurex Exchange
8. NYSE Euronext Amsterdam
9. NYSE Euronext Brussels
10. NYSE Euronext Paris
11. NASDAQ OMX Helsinki
12. Hong Kong Exchanges and Clearing Company
13. Irish Stock Exchange
14. Borsa Italiana
15. JSE Limited
16. Korea Exchange
17. NYSE Liffe
18. BME Spanish Exchanges
19. Montreal Exchange
20. ICE Futures U.S
21. NYSE Euronext Lisbon
22. NASDAQ
23. NASDAQ OMX Nordic
24. NASDAQ OMX Stockholm
25. Osaka Exchange
26. NYSE Arca
27. NASDAQ OMX Futures Exchange
28. NASDAQ OMX PHLX
29. Singapore Exchange
30. SIX Swiss Exchange
31. Tokyo Stock Exchange
32. Tokyo Financial Exchange
33. Toronto Stock Exchange
34. Vienna Stock Exchange (Wiener Boerse AG)
35. NASDAQ OMX Tallinn
36. NASDAQ OMX Riga
37. NASDAQ OMX Vilnius
38. NYSE LIFFE US
39. New York Stock Exchange

APPENDIX VI

DIRECTORY

The Company and Head Office	The Beamish Fund Exchange Building, St John's Street, Chichester, West Sussex PO19 1UP
Authorised Corporate Director Registered Office	TUTMAN LLP 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>	TUTMAN LLP Sunderland SR43 4BN Telephone number 0333 300 0355
Investment Managers	Brooks Macdonald Asset Management (International) Limited <i>Registered Office:</i> Yorkshire House, Le Truchot, St Peter Port, Guernsey GY1 1WD www.brooksmacdonald.com <i>Postal Address:</i> PO Box 621, St Peter Port, Guernsey GY1 4PH Rothschild & Co Wealth Management UK Limited New Court, St Swithin's Lane, London EC4N 8AL www.rothschildandco.com Ruffer LLP 80 Victoria Street, London SW1E 5JL www.ruffer.co.uk Thesis Asset Management Limited Exchange Building, St John's Street, Chichester, West Sussex PO19 1UP www.thesisam.com Meridiem Investment Management Limited Riverside House, 2A Southwark Bridge Road, London SE1 9HA www.meridieminvestment.com
Depository	NatWest Trustee and Depository Services Limited House A, Floor 0, Gogarburn, 175 Glasgow Rd, Edinburgh EH12 1HQ
Custodian	The Northern Trust Company 50 South La Salle Street, Chicago, Illinois. USA

Who may also act under this power through its London branch at:

50 Bank Street, London E14 5NT

Auditor

KPMG LLP

15 Canada Square, London E14 5GL

The Financial Conduct Authority (FCA)

12 Endeavour Square, London E20 1JN

APPENDIX VII

LIST OF MEMBERS OF TUTMAN LLP

The members of the ACD are:

- a) Thesis Unit Trust Management Limited - Designated Member
- b) Thesis Holdings Limited - Designated Member

Thesis Unit Trust Management Limited is wholly owned by Thesis Holdings Limited, a private limited company incorporated in Jersey with number 123560.

APPENDIX VIII

OTHER AUTHORISED COLLECTIVE INVESTMENT SCHEMES OPERATED BY THE ACD

Authorised Open-Ended Investment Companies

Knotts Investments Fund
The Cranmer Investment Fund
The Rectory Fund
The Serissa Fund
The Steelback Fund
TM Fulcrum NURS Funds
TM Fulcrum UCITS Funds
TM Opus Fund

Authorised Unit Trusts

The Mishka Fund

APPENDIX IX

LIST OF SUB-CUSTODIANS

As appropriate in line with the Eligible Markets

Jurisdiction	Sub-Custodian	Sub-Custodian Delegate
Argentina	Citibank N.A., Buenos Aires Branch	
Australia	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Australia Limited
Austria	UniCredit Bank Austria AG	
Bahrain	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited
Bangladesh	Standard Chartered Bank	
Belgium	The Northern Trust Company	
Bosnia and Herzegovina (Federation of Bosnia-Herzegovina)	Raiffeisen Bank International AG	Raiffeisen Bank Bosnia DD BiH
Bosnia and Herzegovina (Republic of Srpska)	Raiffeisen Bank International AG	Raiffeisen Bank Bosnia DD BiH
Botswana	Standard Chartered Bank Botswana Limited	
Brazil	Citibank N.A., Brazilian Branch	Citibank Distribuidora de Titulos e Valores Mobiliarios S.A ("DTVM")
Bulgaria	Citibank Europe plc, Bulgaria Branch	
Canada	The Northern Trust Company, Canada Branch	
Canada	Royal Bank of Canada	
Chile	Citibank N.A.	Banco de Chile
China A Share	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (China) Company Limited
China A Share	Industrial and Commercial Bank of China Limited	
China B Share	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (China) Company Limited
Clearstream	Clearstream Banking S.A	
Colombia	Cititrust Columbia S.A. Sociedad Fiduciaria	
Costa Rica	Banco Nacional de Costa Rica	
Croatia	UniCredit Bank Austria AG	Zagrebacka Banka d.d.

Jurisdiction	Sub-Custodian	Sub-Custodian Delegate
Cyprus	Citibank Europe PLC	
Czech Republic	UniCredit Bank Czech Republic and Slovenia, a.s.	
Denmark	Skandinaviska Enskilda Banken AB (publ)	
Egypt	Citibank N.A., Cairo Branch	
Estonia	Swedbank AS	
Euroclear	Euroclear Bank S.A/N.V	
Finland	Skandinaviska Enskilda Banken AB (publ)	
France	The Northern Trust Company	
Germany	The Northern Trust Company	
Ghana	Standard Chartered Bank Ghana Limited	
Greece	Citibank Europe PLC	
Hong Kong	The Hongkong and Shanghai Banking Corporation Limited	
Hong Kong (Stock and Bond Connect)	The Hongkong and Shanghai Banking Corporation Limited	
Hungary	Citibank Europe plc	
Iceland	Landsbankinn hf	
India	Citibank N.A.	
Indonesia	Standard Chartered Bank	
Ireland	The Northern Trust Company, London	
Israel	Citibank, N.A., Israel Branch	
Italy	Citibank Europe plc	
Japan	The Hongkong and Shanghai Banking Corporation Limited	
Jordan	Bank of Jordan Plc	
Kazakhstan	Citibank Kazakhstan JSC	
Kenya	Standard Chartered Bank Kenya Limited	
Kuwait	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited
Latvia	Swedbank AS	

Jurisdiction	Sub-Custodian	Sub-Custodian Delegate
Lithuania	AB SEB bankas	
Luxembourg	Euroclear Bank S.A./N.V.	
Malaysia	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Malaysia Berhad
Mauritius	The Hongkong and Shanghai Banking Corporation Limited	
Mexico	Banco Citi Mexico S.A.	
Morocco	Citibank Maghreb S.A	
Namibia	Standard Bank Namibia Ltd	
Netherlands	The Northern Trust Company	
New Zealand	The Hongkong and Shanghai Banking Corporation Limited	
Nigeria	Stanbic IBTC Bank Plc	
Norway	Skandinaviska Enskilda Banken AB (publ)	
Oman	First Abu Dhabi PJSC, Oman Branch	
Pakistan	Citibank N.A., Karachi Branch	
Panama	Citibank N.A., Panama Branch	
Peru	Citibank del Peru S.A.	
Philippines	The Hongkong and Shanghai Banking Corporation Limited	
Poland	Bank Handlowy w Warszawie S.A.	
Portugal	BNP Paribas SA	
Qatar	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited
Romania	Citibank Europe PLC	
Russia	AO Citibank	
Saudi Arabia	The Northern Trust Company of Saudi Arabia	
Serbia	UniCredit Bank Austria A.G.	UniCredit Bank Serbia JSC

Jurisdiction	Sub-Custodian	Sub-Custodian Delegate
Singapore	The Hongkong and Shanghai Banking Corporation Limited	
Slovakia	Citibank Europe PLC	
Slovenia	UniCredit Banka Slovenija d.d.	
South Africa	The Standard Bank of South Africa Limited	
South Korea	The Hongkong and Shanghai Banking Corporation Limited	
Spain	Citibank Europe plc	
Sri Lanka	Standard Chartered Bank	
Sweden	Skandinaviska Enskilda Banken AB (publ)	
Switzerland	UBS AG Switzerland	
Taiwan	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (Taiwan) Limited
Tanzania	Standard Chartered Bank (Mauritius) Limited	Standard Chartered Bank Tanzania Limited
Thailand	Citibank N.A., Bangkok Branch	
Tunisia	Union Internationale de Banques	
Turkey	Citibank A.S.	
Uganda	Standard Chartered Bank Uganda Limited	
Ukraine (Market Suspended)	JSC "Citibank"	
United Arab Emirates (ADX)	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
United Arab Emirates (DFM)	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
United Arab Emirates (NASDAQ)	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
United Kingdom	Euroclear UK and Ireland Limited (Northern Trust self-custody)	
United States	The Northern Trust Company	
Uruguay	Banco Itau Uruguay S.A.	
Vietnam	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (Vietnam) Ltd
West Africa (UEMOA)	Standard Chartered Bank (Mauritius) Limited	Standard Chartered Bank Cote d'Ivoire SA

Jurisdiction	Sub-Custodian	Sub-Custodian Delegate
Zambia	Standard Chartered Bank Zambia PLC	
Zimbabwe	The Standard Bank of South Africa Limited	Stanbic Bank Zimbabwe Limited