LIONTRUST INVESTMENT FUNDS ICVC

PROSPECTUS

4 February 2019

Prepared in accordance with the Collective Investment Scheme Sourcebook

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IMPORTANT INFORMATION

If you are in any doubt about the contents of this Prospectus, you should consult your financial adviser or contact Liontrust Fund Partners LLP on 02074121700.

This document constitutes the Prospectus for the **LIONTRUST INVESTMENT FUNDS ICVC** and has been prepared in accordance with the Collective Investment Schemes Sourcebook.

The Company is an investment company with variable capital incorporated with limited liability and registered in Scotland under registered number IC000716, FCA Product Reference ("PRN"): 488583. It is a UCITS scheme as defined in COLL and also an umbrella company for the purposes of the OEIC Regulations.

The authorised corporate director of the Company, Liontrust Fund Partners LLP (the "**ACD**"), is the person responsible for the information contained in this Prospectus. To the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained herein does not contain any untrue or misleading statement or omit any matters required by the Collective Investment Schemes Sourcebook to be included in it. Liontrust Fund Partners LLP accepts responsibility accordingly.

Except for the information about itself as Depositary contained in paragraph 2.2 of this Prospectus, the Depositary is not a person responsible for the information contained in this Prospectus and accordingly does not accept any relevant responsibility under the Collective Investment Schemes Sourcebook or otherwise.

A copy of this Prospectus has been sent to the FCA and the Depositary.

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

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

Distribution of this Prospectus in certain jurisdictions will require that this Prospectus be translated into the official languages of those jurisdictions. Where such translation is required, the translated version of this Prospectus shall only contain the same information and shall only have the same meaning as in this Prospectus.

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

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

The provisions of the Company's Instrument of Incorporation are binding on each of its Shareholders (who are taken to have notice of them). A summary of those provisions is included in this Prospectus and a copy of the Instrument of Incorporation is available on request.

This Prospectus is dated and is valid as at the date on the front page. This Prospectus is based on information, law and practice as at that date. This Prospectus may be replaced by a new Prospectus at any time. The Company cannot be bound by an out-of-date Prospectus when it has issued a new Prospectus and investors should, therefore, check with the ACD that this is the most recently published Prospectus. A copy of the most recently published Prospectus may also be found on the ACD's website at www.liontrust.co.uk.

DEFINITIONS

Words and expressions defined in the FCA Handbook shall have the same meaning when used in this Prospectus unless the context otherwise requires. In addition, the following terms shall have the following meaning.

ACD	Liontrust Fund Partners LLP, the authorised corporate director of the Company.
Act	the Financial Services and Markets Act 2000 or any amendment, substitution or re-enactment.
Administrator	the Bank of New York Mellon (International) Limited, or such other entity as is appointed to act as administrator to the Company from time to time.
Auditor	PricewaterhouseCoopers LLP, or such other entity as is appointed to act as auditor to the Company from time to time.
Class or Classes	in relation to Shares, means (according to the context) all of the Shares related to a single Fund or a particular class or classes of Share related to a single Fund.
COLL	refers to the relevant chapter or rule in the Collective Investment Schemes Sourcebook forming part of the FCA Handbook as amended from time to time.
Commercial Settlement System	A system commercially available to firms that are members or participants, a purpose of which is to facilitate the settlement of transactions using money and/or assets held in one or more

	settlement accounts. An example of a Commercial Settlement System which may be used by the ACD is Clearstream.
Company	Liontrust Investment Funds ICVC.
Dealing Day	any business day in the United Kingdom, excluding public and bank holidays, and any other day at the ACD's discretion.
Depositary	The Bank of New York Mellon (International) Limited, or such other entity as is appointed to act as depositary to the Company from time to time.
Director or Directors	the directors of the Company from time to time (including the ACD).
FCA	the Financial Conduct Authority, of 2 Endeavour Square, London E20 1JN or any successor or replacement regulator.
FCA Handbook and FCA Rules	the FCA Handbook of Rules and Guidance.
Fund or Funds	a sub-fund of the Company (being part of the Scheme Property of the Company which is pooled separately) to which specific assets and liabilities of the Company may be allocated and which is invested in accordance with the investment objective applicable to such sub-fund.
ICVC	investment company with variable capital.
Instrument of Incorporation	the instrument of incorporation of the Company, as amended from time to time, registered by the Company in accordance with the OEIC Regulations and COLL.
Investment Adviser	Liontrust Investment Partners LLP;
ISA	an individual savings account under The Individual Savings Account Regulations 1998 (as amended).
Net Asset Value or NAV	the value of the Scheme Property of the Company (or of any Fund, as the context requires) less the liabilities of the Company (or of the Fund concerned as the context requires) as calculated in accordance with the Instrument of Incorporation.
OEIC Regulations	the Open-Ended Investment Companies Regulations 2001 as amended or re-enacted from time to time.
Price	the price per Share is the Net Asset Value per Share, including applications of dilution adjustment where applicable.
Register	the register of Shareholders of the Company.

Registrar	the Bank of New York Mellon (International) Limited, or such other entity as is appointed to act as registrar to the Company from time to time.
Regulations	the OEIC Regulations and the FCA Handbook (including COLL).
Scheme Property	the property of the Company to be given for safekeeping to the Depositary in accordance with COLL.
Share or Shares	a share or shares in the Company (including larger denomination shares and smaller denomination shares).
Shareholder(s)	holder(s) of registered Shares in the Company.
Shares of a Fund	Shares relating to a particular Fund.
Switch	the exchange of Shares in a Class or a Fund for Shares in another Class within the same Fund or for Shares of the same or another Class within a different Fund.
Valuation Point	the point, 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 or a Fund (as the case may be) for the purpose of determining the price at which Shares of a Class may be issued, cancelled, sold or redeemed.
UCITS Directive	the Council Directive of 13 July 2009 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (2009/65/EC) (as amended from time to time).
UCITS Scheme	a fund authorised by the FCA which complies with the conditions necessary for it to enjoy the rights conferred by the UCITS Directive.

1. THE COMPANY

1.1. General

The Company is an open-ended investment company, incorporated in Scotland under the OEIC Regulations, and is an umbrella company as defined in the OEIC Regulations. It is governed by the Regulations and its Instrument of Incorporation. The registered number of the Company is IC000716.

The address of the Company is 2 Savoy Court, London, WC2R 0EZ. This is also the address where notices, or other documents, can be served on the Company.

The Company is a collective investment scheme as defined in the Act. It is authorised and regulated by the FCA. The Company is a UCITS scheme for the purposes of the FCA Rules and Shareholders are entitled to exchange Shares in one Fund for Shares in any other Fund in accordance with the Instrument of Incorporation.

The Company was authorised by the Financial Services Authority (the predecessor to the FCA) on 28th November 2008 and its Instrument of Incorporation was registered with the Registrar of Companies on the same date. The Company has an unlimited duration.

The object of the Company is to invest the Scheme Property in transferable securities, money-market instruments, deposits, units in collective investment schemes, derivative instruments and forward transactions in accordance with the FCA Rules applicable to the Company and each Fund according to the type of authorisation of the Company with the aim of spreading investment risk and giving its shareholders the benefit of the results of the management of that property.

The Shareholders are not liable for the debts of the Company or of any Fund.

The maximum size of the Company's issued share capital is £100 billion. The minimum size of the Company's issued share capital is £1,000.

Shares in the Company have no par value. The share capital of the Company at all times equals the Net Asset Value of the Company.

The base currency of the Company is pounds Sterling.

The sole director of the Company is Liontrust Fund Partners LLP, which acts as the authorised corporate director.

1.2. The Structure of the Company

The Company is structured as an umbrella company, in that different Funds may be established from time to time by the ACD with the approval of the FCA and the agreement of the Depositary. On the introduction of any new Fund or Class, a revised Prospectus will be prepared setting out the relevant details of each Fund or Class.

Each Fund would be a UCITS Scheme if it were a standalone fund directly authorised by the FCA.

The Funds are segregated portfolios of assets and, accordingly, the assets of a Fund belong exclusively to that Fund and shall not be used to discharge directly or indirectly the liabilities of, or claims against, any other person or body, including the Company, or any other Fund, and shall not be available for any such purpose. While the provisions of the OEIC Regulations provide for segregated liability between sub-funds, the concept of segregated liability is relatively new. Accordingly, where claims are brought by local creditors in foreign courts or under foreign law contracts, it is not yet known how those foreign courts will react to regulations 11A and 11B of the OEIC Regulations.

The assets of each Fund will be invested in accordance with the investment objective and investment policy applicable to that Fund. Investment of the assets of each of the Funds must comply with COLL and the investment objective and policy of the relevant Fund. Details of the Funds, including their investment objectives and policies, are set out in Appendix A.

The eligible securities markets and eligible derivatives markets on which the Funds may invest are set out in Appendix C.

Each Fund will be charged with the liabilities, expenses, costs and charges of the Company attributable to that Fund, and within each Fund charges will be allocated between Classes in accordance with the terms of issue of Shares of those Classes. The ACD at its discretion may charge against the capital of a Fund the whole or any portion of the liabilities, expenses, costs and charges of the Company attributable to such Fund (including any fee payable to the ACD), unless Appendix A stipulates otherwise in respect of a Fund.

Any assets, liabilities, expenses, costs or charges not attributable to a particular Fund may be allocated by the ACD in a manner which it believes is fair to the Shareholders of the Company generally, but they will normally be allocated to all Funds pro rata to the value of the net assets of the relevant Funds.

1.3. Shares

Shares of different Classes may from time to time be issued in respect of a Fund, and the ACD may from time to time create additional Classes in respect of a Fund. The Classes currently available in each Fund and the differences between Classes e.g. minimum subscription, the minimum holding and/or the charges to be borne, are detailed in Appendix A.

Further Classes of Shares may be established from time to time by the ACD with the approval of the FCA, the agreement of the Depositary and in accordance with the Instrument of Incorporation. On the introduction of any new Fund or Class, either a revised prospectus or a supplemental prospectus will be prepared, setting out the details of each Fund or Class.

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

the second or further Class of Shares in a Fund) restricted access, at the discretion of the ACD.

Shareholders are entitled (subject to certain restrictions) to switch all or part of their Shares in a Class or a Fund for Shares in another Class within the same Fund or for Shares of the same or another Class within a different Fund. Details of this switching facility and the restrictions are set out in Section 5 of this Prospectus.

Classes of Shares

The B Class Shares are generally available and are intended for retail and institutional investors.

The M Class Shares, which are available in relation to the Liontrust Strategic Bond Fund, are intended for investors who meet the investment minima set out in Appendix A.

The P Class Shares, which are available in relation to the Liontrust Monthly Income Bond Fund are intended for retail and institutional investors. A performance fee is payable in respect of the P Class Shares, which suffer a reduced basic annual management charge relative to the B Class Shares.

The Z Class Shares, which are available in relation to the Liontrust Monthly Income Bond Fund, are intended for institutional investors and are available only to the Liontrust Asset Management PLC group of companies and other vehicles promoted by them and to such other persons as the ACD may determine at its sole discretion.

Further details of the B, M, P and Z Class Shares are set out in Appendix A.

The ACD reserves the right to waive the minimum initial investment, minimum top-up investment and minimum holding requirements, in accordance with the principle of fair treatment of all Shareholders and equal treatment of Shareholders within the same Class.

Income Shares and Accumulation Shares

Holders of income Shares are entitled to be paid the income attributed to such Shares of the appropriate Class on the interim and annual income allocation dates applying to the relevant Fund.

Holders of accumulation Shares are not paid the income attributable to such Shares, but that income is automatically transferred to (and retained as part of) the capital assets of the relevant Fund at the end of the relevant distribution period and is reflected in the price of the Shares.

Larger and Smaller Denomination Shares

Shares will be issued in larger and smaller denominations. There are 1,000 smaller denomination Shares to each larger Share. Smaller denomination Shares represent

what, in other terms, might be called fractions of a larger Share and have proportionate rights.

Currency Denomination of Shares

Shares may be denominated in any currency. Currently only Shares denominated in Sterling are available.

Registered and Bearer Shares

All Shares are in registered form. Certificates will not be issued in respect of Shares. Ownership of Shares will be evidenced by an entry in the Company's register of Shareholders. No bearer Shares may be issued by the Company.

At least twice each year the ACD will send a statement to each person who holds Shares or has held Shares since the previous statement. Where Shares are jointly held, statements are sent to the first named Shareholder. The statement will describe current holding(s) of Shares at the date of the statement and any transactions in Shares since the date of the last statement. Individual statements will also be issued at any time on request by the registered Shareholder.

1.4. Investment Objectives and Policies

Investment of the assets of each of the Funds must comply with COLL and the investment objectives and policy of the relevant Funds as set out in Appendix A. The eligible securities markets and eligible derivatives markets on which the Funds may invest are set out in Appendix C. A detailed statement of the general investment and borrowing restrictions applicable to the Funds is set out in Section 3 of this Prospectus.

It is not intended that any Fund will have an interest in any immovable property or tangible movable property.

1.5. Use of Derivatives

A derivative is a financial instrument that is derived from the underlying value of particular assets, such as equities, bonds, interest rates, indices etc. Derivatives may be exchange traded or Over the Counter (OTC) derivatives. Typically, UK authorised collective investment schemes invest on a 'long only' basis. A Fund, by employing certain derivative techniques, may establish both 'long' and 'short' positions in individual stocks and markets. Investing on a 'long' basis means that the value of the derivative will rise or fall in the same direction as the underlying market value of the asset from which it is derived. If investments are made on a 'short' basis, the value of the derivative will rise and fall in the opposite direction to the underlying market value of the asset from which it is derived. The price of derivative instruments may also relate to other market events.

The Liontrust Monthly Income Bond Fund may use derivatives for the purpose of meeting its investment objective and for EPM (including hedging). It is envisaged that the use of derivative transactions will lower the risk profile of this Fund.

The Liontrust Strategic Bond Fund may use derivatives for the purpose of meeting its investment objective and for EPM (including hedging). It is envisaged that the use of derivative transactions will, in most market conditions, lower the risk profile

of this Fund. However, in times of exceptional market conditions, the use of derivatives could have the effect of increasing the risk profile of this Fund, but not beyond the Fund's prescribed risk limits as described in section 3.

Further details of the use of derivatives by the Funds are set out in sections 3.18 to 3.20 and 3.23 to 3.26 of this Prospectus. A detailed description of the risks involved in derivative transactions is set out in sections 13.13 to 13.15 of this Prospectus.

1.6. Other Details of the Funds

A typical investor in the Company will understand the risks involved in investing in Shares and the associated risks which are set out in Section 13 of this Prospectus. A typical investor in B a retail institutional investor who is prepared to accept the risk associated with investment in equity or fixed income based funds, such as the Funds, and has at least a five year investment horizon. We recommend that retail investors always seek professional advice before making any investment decisions. A typical investor in the Z Class Shares will be an institutional investor.

The Funds are suitable for the following investor types: Retail, Professional and Eligible Counterparty. Some share classes may only be available to certain types of investors; i.e. Retail investors may not be able to access certain classes. The Funds are compatible for Investors with a Basic Knowledge, i.e. investors with no financial industry experience with a basic knowledge of financial instruments, as well as more informed and advanced investors.

The Funds are not suitable for investors who can bear no loss of capital, the capital is not guaranteed. Each Fund has a Key Investor Information Document which provides details of the Fund's risk exposure and Synthetic Risk and Reward Indicator.

Historical performance data for the Liontrust Monthly Income Bond Fund and Liontrust Strategic Bond Fund is set out in Appendix A.

2. THE SERVICE PROVIDERS

2.1. The Authorised Corporate Director

The authorised corporate director is Liontrust Fund Partners LLP, whose registered office is at 2 Savoy Court, London, WC2R 0EZ. Liontrust Fund Partners LLP is a limited liability partnership incorporated in England & Wales. It is an indirect subsidiary of Liontrust Asset Management PLC, a public company limited by shares, incorporated in England and Wales.

The ACD is responsible for managing and administering the affairs of the Company in compliance with COLL.

Details of the other open-ended investment companies of which the ACD also acts as the authorised corporate director are set out in Appendix D.

The Company may by ordinary resolution remove the ACD before the expiry of its period of office, notwithstanding any provisions in the Instrument of Incorporation or in any agreement between the Company and the ACD, but the removal will not take effect until the FCA has approved the ACD's removal and a new ACD approved by the FCA has been appointed.

The Members of the ACD are as follows:

- M R Allpress
- I Chimes
- S R L Corbett
- C P Galvin
- S J J Hildrey
- J S Ions
- M F Kearney
- M A Keogh
- A C Morrison
- Liontrust Investment Funds Limited

The members of the ACD are not engaged in any significant business activity which is not connected with the business of the ACD or any of its associates.

Liontrust Fund Partners LLP also produces, distributes and approves marketing material for the Funds.

Terms of Appointment

The ACD provides its services to the Company under the terms of a service agreement (the "**ACD Agreement**"). The ACD Agreement provides that the appointment of the ACD may be terminated upon 12 months' written notice by either the ACD or the Company (provided that the effective date of such notice must not be before the third anniversary of the commencement date of the ACD Agreement), although in certain circumstances the agreement may be terminated forthwith by notice in writing by the ACD to the Company or by the Company to the ACD. Termination cannot take effect until the FCA has approved the change of ACD.

The ACD is entitled to its pro rata fees and expenses to the date of termination and any additional expenses necessarily incurred in settling or realising any outstanding obligations. The ACD Agreement provides indemnities to the ACD other than for matters arising by reason of its negligence, wilful default, breach of duty or breach of trust in the performance of its duties and obligations.

Under the ACD Agreement the ACD is entitled to delegate all of its functions to third parties, including without limitation, its investment management, administration and registrar functions. In accordance with COLL, the ACD may terminate these arrangements at any time with immediate effect where it is in the interests of the Shareholders to do so.

The ACD is under no obligation to account to the Depositary or the Shareholders for any profit it makes on the issue or re-issue of Shares or cancellation of Shares which it has redeemed. The fees to which the ACD is entitled are set out in Section 6 of this Prospectus.

The ACD is authorised and regulated by the Financial Conduct Authority.

The ACD's Remuneration Policy

In accordance with the FCA Rules, the ACD is required to establish and apply a remuneration policy for certain categories of staff whose activities have a material impact on the risk profile of the ACD or the UCITS that it manages ("Code Staff").

Liontrust Asset Management Plc, the ultimate holding company of the ACD has set up a Remuneration Committee to oversee the application of the Group's remuneration polices. Remuneration for all Code Staff in the Group is approved by the Remuneration Committee.

The Remuneration Policy document is reviewed annually.

The Remuneration Policy:

(i) Is consistent with and promotes sound and effective risk management;
(ii) Does not encourage risk taking that exceeds the level of tolerated risk of the relevant UCITS managed by the ACD;
(iii) Encourages behaviour that delivers results which are aligned to the interests of the UCITS managed by the ACD;
(iv) Aligns the interests of Code Staff with the long-term interests of the ACD, the funds it manages and its investors;

(v) Recognises that remuneration should be competitive and reflect both financial and personal performance. Accordingly, remuneration for Code Staff is made up of fixed pay (salary and benefits, including pension) and variable (performance-related) pay;

(vi) Recognises that fixed and variable components should be appropriately balanced and that the variable component should be flexible enough so that in some circumstances no variable component may be paid at all. Variable pay is made up of:

   a. short-term awards typically based on short-term financial and strategic measures for the area of the business in which the member of Code Staff works; and
   b. long-term incentives, typically in the form of share plans, which are based on the performance of the ACD or the relevant UCITS managed by the ACD over a longer period;

(vii) Requires that a sizeable proportion of variable pay is subject to deferral;

(viii) Takes into account that unvested variable pay may, in certain circumstances, be reduced.

In respect of the delegation of investment management functions to the Investment Adviser, the ACD will ensure that the Investment Adviser applies in a proportionate manner the remuneration rules as detailed in the UCITS Directive as amended or, alternatively, are subject to equally effective remuneration policies under their home authorisation.

Up-to-date details of the Remuneration Policy are available at www.liontrust.co.uk. A paper copy of that information will be made available free of charge from the ACD upon request.

2.2. The Depositary

The Bank of New York Mellon (International) Limited is the Depositary of the Company and, for the avoidance of doubt, acts as the global custodian to the Company.

The Depositary is a private company limited by shares incorporated in England and Wales on 9 August 1996. Its ultimate holding company is The Bank of New York Mellon Corporation, a public company incorporated in the United States.

The registered and head office address is at One Canada Square, London, E14 5AL.

The principal business activity of the Depositary is the provision of custodial, banking and related financial services. The Depositary is authorised by the Prudential Regulation Authority and is dual-regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Terms of Appointment

The ACD is required to enter into a written contract with the Depositary to evidence its appointment. The Depositary was appointed under an agreement dated 1 September 2018 (the "Depositary Agreement"), pursuant to which the ACD and the Depositary agree to carry out various functions in order to comply with, and facilitate compliance with, the requirements of the UCITS Directive.

Duties of the Depositary

The Depositary is responsible for the safekeeping of 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 the constitutive documents of the Company.

Delegation of Safekeeping Functions

The Depositary acts as global custodian and may delegate safekeeping to one or more global sub-custodians (such delegation may include the powers of sub-delegation). The Depositary has delegated safekeeping of the assets of the Company to The Bank of New York Mellon SA/NV and The Bank of New York Mellon (the "Global Sub-Custodians").

The Global Sub-Custodians may sub-delegate safekeeping of assets in certain markets in which the Company may invest to various sub-delegates. A list of the sub-delegates is given below in Appendix E. Investors should note that, except in the event of material changes requiring a prompt update of this Prospectus, the list of sub-delegates is updated only at each Prospectus review.

Conflicts of interest

For the purposes of this section, the following definitions shall apply:

"Link" means a situation in which two or more natural or legal persons are either linked by a direct or indirect holding in an undertaking which represents 10% or more of the capital or of the voting rights or which makes it possible to exercise a significant influence over the management of the undertaking in which that holding subsists.

"Group Link" means a situation in which two or more undertakings or entities belong to the same group within the meaning of Article 2(11) of Directive 2013/34/EU or international accounting standards adopted in accordance with Regulation (EC) No. 1606/2002.

Company, ACD and shareholders

The following conflicts of interests exist between the Depositary, the Company and the ACD:

A Group Link where the ACD has delegated certain administrative functions to The Bank of New York Mellon (International) Limited or another entity within the same corporate group as the Depositary.

The Depositary shall ensure that policies and procedures are in place to identify all conflicts of interests arising from such Group Link and shall take all reasonable steps to avoid such conflicts of interests. Where such conflicts of interests cannot be avoided, the Depositary and the ACD will ensure that such conflicts of interests are managed, monitored and disclosed in order to prevent adverse effects on the interests of the Company and its shareholders.

To the extent that a Link exists between the Depositary and any shareholders in the Company, the Depositary shall take all reasonable steps to avoid conflicts of interests arising from such Link, and ensure that its functions comply with Article 23 of the UCITS V Regulations as applicable.

Depositary Conflicts of interest

The Depositary or any BNY Mellon Affiliates may have an interest, relationship or arrangement that is in conflict with or otherwise material in relation to the services it provides to the Manager and the Company. Conflicts of interest may also arise between the Depositary's different clients.

As a global financial services provider, one of the Depositary's fundamental obligations is to manage conflicts of interest fairly and transparently. As a regulated business, the Depositary is required to prevent, manage and, where required, disclose information regarding any actual or potential conflict of interest incidents to relevant clients.

The Depositary is required to and does maintain and operate effective organisational and administrative arrangements with a view to taking all reasonable steps designed to prevent conflicts of interest from adversely affecting the interests of its clients.

The Depositary maintains an EMEA Conflicts of Interest Policy (the "Conflicts Policy"). The Conflicts Policy (in conjunction with associated policies):

(a) identifies the circumstances which constitute or may give rise to a conflict of interest entailing a risk of damage to the interests of one or more clients;

(b) specifies the procedures or measures which should be followed or adopted by the Depositary in order to prevent or manage and report those conflicts of interest;

(c) sets out effective procedures to prevent or control the exchange of information between persons engaged in activities involving a risk of a conflict of interest where the exchange of that information may harm the interests of one or more clients;

(d) includes procedures to ensure the separate supervision of persons whose principal functions involve carrying out activities with or for clients and whose interests may conflict, or who otherwise represent different interests that may conflict, including with the interests of the Depositary;

(e) includes procedures to remove any direct link between the remuneration of individuals principally engaged in one activity and the remuneration of, or revenues generated by, different individuals principally engaged in another activity, where a conflict of interest may arise in relation to those activities;

(f) specifies measures to prevent or limit any person from exercising inappropriate influence over the way in which an individual carries out investment or ancillary services or activities; and

(g) sets out measures to prevent or control the simultaneous or sequential involvement of an individual in separate investment or ancillary services or activities where such involvement may impair the proper management of conflicts of interest.

The Conflicts Policy clarifies that disclosure of conflicts of interest to clients is a measure of last resort to be used by the Depositary to address its regulatory obligations only where the organisational and administrative arrangements established by the relevant firm to prevent or manage its conflicts of interest are not sufficient to ensure, with reasonable confidence, that the risks of damage to the interests of clients will be prevented.

The Depositary must assess and periodically review the Conflicts Policy at least once per annum and take all appropriate measures to address any deficiencies.

The Depositary undertakes that it shall make available to its competent authorities, on request, all information which it has obtained while performing its Services and which may be required by the competent authorities of the Company.

Delegation

The following conflicts of interests exist as a result of the delegation arrangements relating to safekeeping outlined above:

A Group Link where the Depositary has delegated, or where any Global Sub-Custodian has sub-delegated, the safekeeping of the Scheme Property to an entity within the same corporate group.

The Depositary shall ensure that policies and procedures are in place to identify all conflicts of interests arising from such Group Link and shall take all reasonable steps to avoid such conflicts of interests. Where such conflicts of interests cannot be avoided, the Depositary will ensure that such conflicts of interests are managed, monitored and disclosed in order to prevent adverse effects on the interests of the Company and its shareholders.

The Depositary may, from time to time, act as the depositary of other open-ended investment companies with variable capital and as trustee or custodian of other collective investment schemes.

Up-to-date information stated above with regards to the Depositary will be made available to shareholders on request.

2.3. The Investment Adviser

The Investment Adviser to the Funds is Liontrust Investment Partners LLP ("LIP"), which is authorised and regulated by the FCA. LIP is an indirect subsidiary of Liontrust Asset Management PLC. There is an Investment Management Agreement between the ACD and LIP dated 1 January 2018.

The Investment Adviser has full discretionary powers both to advise and manage the relevant Funds on behalf of the ACD. The Investment Adviser is not paid commission but is paid fees by the ACD, which are laid out in the Investment Management Agreement between the respective companies.

The appointment of the Investment Adviser as investment adviser may be terminated by either party upon not less than 6 months' written notice after the first anniversary of the effective date of the Investment Management Agreement and may be terminated by either party at any time in certain other circumstances. The Investment Management Agreement contains indemnities from the Company in favour of the Investment Adviser and provides limitations on the Investment Adviser's liability to the Company.

The Investment Adviser acts as Investment Adviser of and/or Investment Adviser to other funds or clients or may act as Investment Adviser of and/or Investment Adviser to other funds or clients in the future any of which may be competing with the Company in the same markets**.**

2.4. The Administrator and Registrar

The ACD has appointed The Bank of New York Mellon (International) Limited to provide administration services to the ACD and act as registrar to the Company.

Terms of Appointment

The Administrator was appointed by an agreement between the ACD and the Administrator (the "**Administration Agreement**"). The Administration Agreement may be terminated on twelve months' written notice by the Administrator or the ACD, provided that the effective date of such notice must not be before the third anniversary

of the commencement date of the Administration Agreement. The principal activity of the Administrator is the provision of administration services.

2.5. The Auditor

The auditor to the Company is PricewaterhouseCoopers LLP of Atria One, 144 Morrison Street, Edinburgh EH3 8EX.

2.6. Legal Advisers

The Company is advised by CMS Cameron McKenna LLP of Saltire Court, 20 Castle Terrace, Edinburgh EH1 2EN.

2.7. Register of Shareholders

The Register of Shareholders is maintained by the Registrar and may be inspected at the offices of the Registrar at Capital House, 2 Festival Square, Edinburgh EH3 9SU, during normal business hours by any Shareholder or any Shareholder's duly authorised agent.

2.8. Conflicts of Interest

Subject to compliance with COLL, the ACD and other companies within the ACD group may, from time to time, act as investment managers or advisers to other funds or sub-funds, which follow similar investment objectives to those of the Company. It is therefore possible that the ACD may in the course of its business have potential conflicts of interest with the Company or a Fund. For example, transactions may be effected in which the ACD has, either directly or indirectly, an interest which may potentially involve a conflict with its obligations to a Fund. The ACD will, however, have regard in such event to its obligations under the ACD Agreement and, in particular, to its obligation to act in the best interests of the Fund so far as practicable, having regard to its obligations to other clients when undertaking any investment where potential conflicts of interest may arise.

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

At the request of the ACD, the Depositary or any associate of the Depositary may (subject to COLL) hold money on deposit from, lend money to, or engage in stock lending transactions in relation to the Company, so long as the services concerned are provided on arm's length terms.

COLL contains provisions on conflict of interest governing any transaction concerning the Company which is carried out by or with any "affected person", which means the Company, an associate of the Company, the ACD, an associate of the ACD, the Depositary, an associate of the Depositary, any investment manager and any associate of any investment manager.

These provisions, among other things, enable an affected person: (a) to sell or deal in the sale of property to the Company or the Depositary for the account of the Company; (b) vest property in the Company or the Depositary against the issue of Shares in the Company; (c) purchase property from the Company (or the Depositary) acting for the account of the Company; (d) enter into a stock lending transaction in relation to the

Company; or (e) provide services for the Company. Any such transactions with or for the Company are subject to best execution on exchange, or independent valuation or arm's length requirements as set out in COLL. An affected person carrying out such transaction is not liable to account to the Depositary, the ACD, any other affected person, or to the holders of Shares or any of them for any benefits or profits thereby made or derived.

Investment of the property of the Company may be made on arm's length terms through a member of an investment exchange (acting as principal) who is an affected person in relation to the ACD. Neither the ACD nor any such affected person will be liable to account to the Company or to the Shareholders for any profit made or derived out of such dealings.

The ACD is entitled at its own discretion to determine the terms of its appointment as such, and consequently amend the terms of the ACD Agreement referred to in paragraph 2.1 above. The Depositary, the ACD, or any investment manager or any associate of any of them will not be liable to account to the Company or any other person, including the Shareholders or any of them, for any profit or benefit made or derived from or in connection with:

(a) their acting as agent for the Company in the sale of purchase of property to or from the Funds; or

(b) their part in any transaction or the supply of services permitted by COLL; or

(c) their dealing in property equivalent to any owned by (or dealt in for the account of) the Company.

Investors should note that the Depositary may from time to time provide the Company with a lending facility in accordance with the Regulations.

3. THE COMPANY'S INVESTMENT AND BORROWING POWERS

3.1. General rules of investment

The Scheme Property of each Fund will be invested with the aim of achieving the investment objectives of that Fund but subject to the limits set out in Chapter 5 of COLL ("**COLL 5**") which apply to UCITS Schemes and this Prospectus. These limits apply to each Fund as summarised below. In the event of any conflict arising between the rules set out in COLL 5 and this Section 3 of the Prospectus, the rules set out in COLL 5 shall prevail and this Section shall be construed and shall take effect accordingly.

3.2. UCITS Schemes – General

The property of a Fund must, except where otherwise provided in COLL 5, consist solely of any or all of:

(a) transferable securities;

(b) approved money-market instruments;

(c) units in collective investment schemes.

(d) derivatives and forward transactions;

(e) deposits; and

(f) movable and immovable property that is necessary for the direct pursuit of the Company's business.

3.3. Prudent spread of risk

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

The requirements on spread of investments do not apply until the expiry of a period of six months after the date of effect of the authorisation order in respect of the Fund (or on which the initial offer commenced if later) provided that the requirement to maintain prudent spread of risk in this section 3.3 is complied with.

3.4. Cover

Where COLL allows a transaction to be entered into or an investment to be retained only (for example, investment in nil and partly paid securities and the general power to accept or underwrite) if possible obligations arising out of the investment transactions or out of the retention would not cause any breach of any limits in COLL 5, it must be assumed that the maximum possible liability of the Fund under any other of those rules has also to be provided for.

Where a rule in COLL permits an investment transaction to be entered into or an investment to be retained only if that investment transaction, or the retention, or other similar transactions, are covered:

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

(b) no element of cover must be used more than once.

3.5. Transferable Securities

A transferable security is an investment which is any of the following:

(a) a share;

(b) a debenture;

(c) a government and public security;

(d) a warrant; or

(e) a certificate representing certain securities.

An investment is not a transferable security if the title to it cannot be transferred, or can be transferred only with the consent of a third party. In applying this rule to an investment which is issued by a body corporate, and which is a share or a debenture, the need for any consent on the part of the body corporate or any members or debenture holders of it may be ignored.

An investment is not a transferable security unless the liability of the holder of it to contribute to the debts of the issuer is limited to any amount for the time being unpaid by the holder of it in respect of the investment.

3.6. Investment in Transferable Securities

A Fund may invest in a transferable security only to the extent that the transferable security fulfils the following criteria:

(a) the potential loss which the Fund may incur with respect to holding the transferable security is limited to the amount paid for it;

(b) its liquidity does not compromise the ability of the ACD to comply with its obligation to redeem the Shares at the request of any qualifying shareholder;

(c) reliable valuation is available for it as follows:

(i) in the case of a transferable security admitted to or dealt in on an eligible market, where there are accurate, reliable and regular prices which are either market prices or prices made available by valuation systems independent from issuers;

(ii) in the case of a transferable security not admitted to or dealt in on an eligible market, where there is a valuation on a periodic basis which is derived from information from the issuer of the transferable security or from competent investment research;

(d) appropriate information is available for it as follows:

(i) in the case of a transferable security admitted to or dealt in on an eligible market, where there is regular, accurate and comprehensive information available to the market on the transferable security or, where relevant, on the portfolio of the transferable security;

(ii) in the case of a transferable security not admitted to or dealt in on an eligible market, where there is regular and accurate information available to the ACD on the transferable security or, where relevant, on the portfolio of the transferable security;

(e) it is negotiable; and

(f) its risks are adequately captured by the risk management process of the ACD.

Unless there is information available to the ACD that would lead to a different determination, a transferable security which is admitted to or dealt in on an eligible market shall be presumed:

(a) not to compromise the ability of the ACD to comply with its obligation to redeem units at the request of any qualifying shareholder; and

(b) to be negotiable.

3.7. Closed end funds constituting transferable securities

A unit in a closed end fund shall be taken to be a transferable security for the purposes of investment by a Fund, provided it fulfils the criteria for transferable securities as set out in section 3.6 above and either:

(1) where the closed end fund is constituted as an investment company or a unit trust:

(a) it is subject to corporate governance mechanisms applied to companies; and

(b) where another person carries out asset management activity on its behalf, that person is subject to national regulation for the purpose of investor protection; or

(2) where the closed end fund is constituted under the law of contract:

(a) it is subject to corporate governance mechanisms equivalent to those applied to companies; and

(b) it is managed by a person who is subject to national regulation for the purpose of investor protection.

3.8. Transferable securities linked to other assets

A Fund may invest in any other investment which shall be taken to be a transferable security for the purposes of investment by a UCITS scheme provided the investment:

(a) fulfils the criteria for transferable securities set out in section 3.6 above; and (b) is backed by or linked to the performance of other assets, which may differ from those in which a UCITS scheme can invest.

Where any such investment contains an embedded derivative component, the requirements of COLL 5 with respect to derivatives and forwards will apply to that component.

3.9. Approved money-market instruments

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

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

(1) has a maturity at issuance of up to and including 397 days;

(2) has a residual maturity of up to and including 397 days;

(3) undergoes regular yield adjustments in line with money-market conditions at least every 397 days; or

(4) has a risk profile, including credit and interest rate risks, corresponding to that of an instrument which has a maturity as set out in (1) or (2) or is subject to yield adjustments as set out in (3).

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

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

(a) enabling the ACD to calculate a net asset value in accordance with the value at which the instrument held in the portfolio could be exchanged between knowledgeable willing parties in an arm's length transaction; and

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

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

3.10. Transferable securities and money-market instruments generally to be admitted to or dealt in on an eligible market

Transferable securities and approved money-market instruments held within a Fund must be:

(a) admitted to or dealt in on an eligible market within COLL 5.2.10 R (1)(a) (Eligible markets: requirements); or

(b) dealt in on an eligible market within COLL 5.2.10 R (1)(b); or

(c) admitted to or dealt in on an eligible market within COLL 5.2.10 R (2); or

(d) for an approved money-market instrument not admitted to or dealt in on an eligible market, within COLL 5.2.10AR (1); or

(e) recently issued transferable securities, provided that:

(i) the terms of issue include an undertaking that application will be made to be admitted to an eligible market; and

(ii) such admission is secured within a year of issue.

However, a Fund may invest no more than 10% of its Scheme Property in transferable securities and approved money-market instruments other than those referred to above.

3.11. Eligible markets regime: purpose and requirements

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

Where a market ceases to be eligible, investments on that market cease to be approved securities. The 10% restriction on investing in non approved securities applies and exceeding this limit because a market ceases to be eligible will generally be regarded as a breach beyond the control of the ACD.

A market is eligible for the purposes of the rules if it is:

(a) a regulated market; or

(b) a market in an EEA State which is regulated, operates regularly and is open to the public.

A market not falling within paragraphs (a) or (b) is eligible for the purposes of COLL 5 if:

(c) the ACD, after consultation with and notification to the Depositary, decides that market is appropriate for investment of, or dealing in, the Scheme Property;

(d) the market is included in a list in the Prospectus; and

(e) the Depositary has taken reasonable care to determine that:

(i) adequate custody arrangements can be provided for the investment dealt in on that market; and

(ii) all reasonable steps have been taken by the ACD in deciding whether that market is eligible.

In paragraph (c), a market must not be considered appropriate unless it is regulated, operates regularly, is recognised as a market or exchange or as a self-regulating organisation by an overseas regulator, is open to the public, is adequately liquid and has adequate arrangements for unimpeded transmission of income and capital to or for the order of investors.

3.12. Money-market instruments with a regulated issuer

In addition to instruments admitted to or dealt in on an eligible market, a Fund may invest in an approved money-market instrument provided it fulfils the following requirements:

(a) the issue or the issuer is regulated for the purpose of protecting investors and savings; and

(b) the instrument is issued or guaranteed in accordance with COLL 5.2.10B R.

The issue or the issuer of a money-market instrument, other than one dealt in on an eligible market, shall be regarded as regulated for the purpose of protecting investors and savings if:

(a) the instrument is an approved money-market instrument;

(b) appropriate information is available for the instrument (including information which allows an appropriate assessment of the credit risks related to investment in it), in accordance with COLL 5.2.10C; and

(c) the instrument is freely transferable.

COLL 5.2.10B provides that a UCITS Scheme may invest in an approved money-market instrument if it is:

(a) issued or guaranteed by any one of the following: a central authority of an EEA State or, if the EEA State is a federal state, one of the members making up the federation; a regional or local authority of an EEA State; the European Central Bank or a central bank of an EEA State; the European Union or the European Investment Bank; a non-EEA State or, in the case of a federal state, one of the members making up the federation; a public international body to which one or more EEA States belong; or

(b) issued by a body, any securities of which are dealt in on an eligible market; or

(c) issued or guaranteed by an establishment which is subject to prudential supervision in accordance with criteria defined by European Union law or

subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by European Union law.

3.13. Other money-market instruments with a regulated issuer

In addition to instruments admitted to or dealt in on an eligible market, a Fund may also with the express consent of the FCA invest in an approved money-market instrument provided:

(a) the issue or issuer is itself regulated for the purpose of protecting investors and savings in accordance with COLL 5.2.10AR (2);

(b) investment in that instrument is subject to investor protection equivalent to that provided by instruments which satisfy the requirements of COLL 5.2.10BR (1)(a), (b) or COLL 5.2.10BR (1)(c); and

(c) the issuer is a company whose capital and reserves amount to at least EUR 10 million and which presents and publishes its annual accounts in accordance with Directive 78/660/EEC, is an entity which, within a group of companies which includes one or several listed companies, is dedicated to the financing of the group or is an entity which is dedicated to the financing of securitisation vehicles which benefit from a banking liquidity line.

A securitisation vehicle is a structure, whether in corporate, trust or contractual form, set up for the purpose of securitisation operations.

A banking liquidity line is a banking facility secured by a financial institution which is an establishment subject to prudential supervision in accordance with criteria defined by European Union law or 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 European Union law.

3.14. Spread: general

The limits on spread set out in this section 3.14 do not apply to government and public securities.

For the purposes of this requirement companies included in the same group for the purposes of consolidated accounts as defined in accordance with Directive 83/349/EEC or in the same group in accordance with international accounting standards are regarded as a single body.

The following is a summary of the investment limits under the FCA Rules in relation to spread which currently apply to each Fund:

(a) Not more than 20% in the value of the property of a Fund is to consist of deposits with a single body.

(b) Not more than 5% in value of the property of a Fund is to consist of transferable securities or approved money-market instruments issued by any single body, except that the limit of 5%:

(i) is raised to 10% in respect of up to 40% in value of the property of a Fund. Covered bonds need not be taken into account for the purpose of applying the limit of 40%.

(ii) is raised to 25% in value of the Scheme Property in respect of covered bonds, provided that when a Fund 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 its Scheme Property.

For the purpose of (b) above, certificates representing certain securities are treated as equivalent to the underlying security.

(c) The exposure to any one counterparty in an OTC derivative transaction must not exceed 5% in value of the property of a Fund, this limit being raised to 10% where the counterparty is an approved bank. Counterparty risk exposures are aggregated across both financial derivative instruments and efficient portfolio management techniques.

(d) Not more than 20% in value of the property of a Fund is to consist of transferable securities and approved money-market instruments issued by the same group.

(e) Not more than 20% in value of the property of a Fund is to consist of the units of any one collective investment scheme.

(f) In applying the above limits, not more than 20% in value of the property of a Fund is to consist of any combination of two or more of the following:

(i) transferable securities (including covered bonds) or approved money-market instruments issued by; or

(ii) deposits made with; or

(iii) exposures from OTC derivative transactions made with;

a single body.

For the purposes of calculating the limits in (c) and (f) above, the exposure in respect of an OTC derivative may be reduced to the extent that collateral is held in respect of it if the collateral meets certain conditions. Those conditions are that the collateral:

(a) is marked-to-market on a daily basis and exceeds the value of the amount at risk;

(b) is exposed only to negligible risks (e.g. government bonds of first credit rating or cash) and is liquid;

(c) is held by a third party custodian not related to the provider or is legally secured from the consequences of a failure of a related party; and

(d) can be fully enforced by the UCITS scheme at any time.

For the purpose of calculating the limits in (c) and (f), OTC derivative positions with the same counterparty may be netted provided that the netting procedures:

(a) comply with the conditions set out in Section 3 (Contractual netting (Contracts for novation and other netting agreements)) of Annex III to the Banking Consolidation Directive; and

(b) are based on legally binding agreements.

In applying these limits regarding OTC derivatives, all derivatives transactions are deemed to be free of counterparty risk if they are performed on an exchange where the clearing house meets each of the following conditions:

- it is backed by an appropriate performance guarantee; and

- it is characterised by a daily mark-to-market valuation of the derivative positions and an at least daily margining.

3.15. Spread: government and public securities

The following section applies to transferable securities or approved money-market instruments issued by (a) an EEA State; (b) a local authority of an EEA State; (c) a non-EEA State; or (d) a public international body to which one or more EEA States belong ("**such securities**").

Where no more than 35% in value of the property of a Fund 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.

Subject to its investment objectives and policy, a Fund may invest more than 35% of its value in such securities issued by any one body provided that:

(a) the ACD has before any such investment is made consulted with the Depositary and as a result considers that the issuer of such securities is one which is appropriate in accordance with the investment objectives of the Fund;

(b) no more than 30% in value of the property of the Fund consists of such securities of any one issue;

(c) the property of the Fund includes such securities issued by that or another issuer, of at least six different issues; and

(d) the disclosures required by the FCA have been made.

Unless otherwise specified in Appendix A in respect of a Fund, up to 100% of the Scheme Property of any Fund may be invested in such securities issued or guaranteed by a single state, local authority or public international body which may include the Government of the United Kingdom (including the Scottish Executive, the Executive

Committee of the Northern Ireland Assembly, the National Assembly of Wales) Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Italy, Japan, Liechtenstein, Luxembourg, Netherlands, New Zealand, Norway, Portugal, Spain, Sweden, Switzerland and United States or by one of the following international organisations: African Development Bank, Asian Development Bank (ADB), Council of Europe Development Bank, Deutsche Ausgleichsbank (DTA), Eurofima, European Bank for Reconstruction and Development (EBRD), European Investment Bank (EIB), Inter-American Development Bank (IADB), International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), Kreditanstalt für Wiederaufbau (KFW), LCR Finance plc, and the Nordic Investment Bank (NIB).

3.16. Investment in collective investment schemes

Not more than 10% in value of the property of any Fund will be invested in collective investment schemes (the "**Second Scheme**").

The Second Scheme must:

(a) satisfy the conditions necessary for it to enjoy the rights conferred by the UCITS Directive; or

(b) be a recognised scheme under the provisions of s.272 of the Financial Services and Markets Act 2000 that is authorised by the supervisory authorities of Guernsey, Jersey or the Isle of Man (provided that the requirements of Article 50(1)(e) of the UCITS Directive are met); or

(c) be authorised as a non-UCITS retail scheme (provided the requirements of Article 19(1)(e) of the UCITS Directive are met); or

(d) be authorised in another EEA State provided the requirements of Article 19(1)(e) of the UCITS Directive are met.

The Second Scheme must also have terms which prohibit more than 10% in value of the scheme property consisting of units in collective investment schemes.

Investment may only be made in other collective investment schemes managed by the ACD or an associate of the ACD if the Fund's Prospectus clearly states that it may enter into such investments and the rules on double charging contained in COLL are complied with. The Company may invest in collective investment schemes managed or operated by or whose ACD is Liontrust Fund Partners LLP or an associate of Liontrust Fund Partners LLP.

3.17. Investment in nil and partly paid securities

A transferable security or an approved money-market instrument on which any sum is unpaid falls within a power of investment only if it is reasonably foreseeable that the amount of any existing and potential call for any sum unpaid could be paid by the Fund, at the time when payment is required, without contravening the rules in COLL 5.

3.18. Derivatives: general

With the exception of the Liontrust Monthly Income Bond Fund and the Liontrust Strategic Bond Fund, it is currently intended that the Funds will enter into derivative and forward transactions only for the purposes of efficient portfolio management (including hedging) ("EPM").

EPM techniques are techniques which fulfil the following criteria:

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

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

(i) reduction of risk;

(ii) reduction of cost;

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

The use of techniques and instruments for EPM purposes in respect of any Fund will be in line with the best interests of the Fund.

The Liontrust Monthly Income Bond Fund may use derivatives for the purpose of meeting its investment objective and for EPM (including hedging). It is envisaged that the use of derivatives transactions will lower the risk profile of this Fund.

The Liontrust Strategic Bond Fund may use derivatives for the purpose of meeting its investment objective and for EPM (including hedging). It is envisaged that the use of derivative transactions will, in most market conditions, lower the risk profile of this Fund. However, in times of exceptional market conditions, the use of derivatives could have the effect of increasing the risk profile of the Fund, but not beyond the Funds' prescribed risk limits as described in section 3.

The ACD may in the future, at its discretion, decide that any of the other Funds will also enter into derivative and forward transactions for the purpose of meeting its investment objectives. The ACD shall give the Shareholders of any such Fund no less than 60 days' notice of any such decision. The use of derivative and forward transactions for the purpose of meeting a Fund's investment objectives may increase the risk profile of that Fund.

Any income generated by transactions in derivatives (reduced by any applicable direct operational costs and fees arising from such transactions) will be payable to the relevant Fund. Indirect operational costs arising from transactions in derivatives are not charged to the Funds. Neither the ACD nor the depositary receives any fees (distinct from their normal management and depositary fees) in respect of derivative transactions.

The Company may use one or more separate counterparties to undertake derivative transactions on behalf of a Fund and may be required to pledge collateral, paid from within the assets of the Fund, to secure such contracts. There may be a risk that a counterparty will wholly or partially fail to honour their contractual obligations under the arrangement. The ACD assesses the creditworthiness of counterparties as part of the risk management process and will ordinarily hold collateral to mitigate this risk. A detailed description of the risks involved in derivative transactions is set out in sections 13.13 to 13.15 of this Prospectus.

As noted in section 3.26 of this Prospectus, the ACD uses a risk management process, as reviewed by the Depositary and filed with the FCA, enabling it to monitor and measure as frequently as appropriate the risk of a Fund's positions and their contribution to the overall risk profile of the Fund. Before using this process in connection with derivatives and forwards positions, the ACD will notify the FCA of the relevant details of the risk management process.

A transaction in derivatives or a forward transaction must not be effected for a Fund unless the transaction is of a kind specified in section 3.19 (Permitted transactions (derivatives and forwards)) and the transaction is covered, as set out in section 3.25 (Cover for transactions in derivatives and forward transactions).

Where a Fund invests in derivatives, the exposure to the underlying assets must not exceed the limits set out in COLL in relation to spread (see section 3.14 above) and government and public securities (see section 3.15 above) except for index based derivatives where the rules below apply.

Where a transferable security or approved money-market instrument embeds a derivative, this must be taken into account for the purposes of complying with this section.

Where a Fund invests in an index based derivative, provided the relevant index falls within COLL 5.2.33R (Relevant indices) the underlying constituents of the index do not have to be taken into account for the purposes of the rules on spread in COLL (referred to above). The relaxation is subject to the ACD continuing to ensure that the property provides a prudent spread of risk. See section 3.30 below.

3.19. Permitted transactions (derivatives and forwards)

A transaction in a derivative must be in a derivative which is traded or dealt in on one of the eligible derivatives market listed in Appendix C (an "**Approved Derivative**") or be one which complies with paragraph 3.23 below (OTC Transactions in Derivatives).

The underlying of a transaction in a derivative must consist of any or all of the following to which the Fund is dedicated:

(a) transferable securities permitted under COLL 5.2.8 R (3)(a) to (c) and COLL 5.2.8 R (3)(e) ;

(b) approved money-market instruments permitted under COLL 5.2.8 R (3)(a) to COLL 5.2.8 R (3)(d) ;

(c) deposits permitted under COLL 5.2.26 R (Investment in deposits);

(d) derivatives permitted under COLL 5.2.20 (Permitted transactions (derivatives and forwards);

(e) collective investment scheme units permitted under COLL 5.2.13 R (Investment in collective investment schemes);

(f) financial indices which satisfy the criteria set out in COLL 5.2.20A R;

(g) interest rates;

(h) foreign exchange rates; and

(i) currencies.

A transaction in an Approved Derivative must be effected on or under the rules of an eligible derivatives market listed in Appendix C (an "**Eligible Derivatives Market**").

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

A transaction in a derivative must not be entered into if the intended effect is to create the potential for an uncovered sale of one or more transferable securities, approved money-market instruments, units in collective investment schemes or derivatives provided that a sale is not to be considered as uncovered if the conditions in COLL 5.2.22R (3) (Requirement to cover sales) are satisfied.

Any forward transaction must be with an eligible institution or an approved bank.

A derivative includes an instrument which fulfils the following criteria:

(a) it allows the transfer of the credit risk of the underlying independently from the other risks associated with that underlying;

(b) it does not result in the delivery or the transfer of assets other than those referred to in COLL 5.2.6A R (UCITS schemes: permitted types of scheme property) including cash;

(c) in the case of an OTC derivative, it complies with the requirements in COLL 5.2.23 R (OTC transactions in derivatives);

(d) its risks are adequately captured by the risk management process of the ACD, and by its internal control mechanisms in the case of risks of asymmetry of information between the ACD and the counterparty to the derivative, resulting from potential access of the counterparty to non-public information on persons whose assets are used as the underlying by that derivative.

A Fund may not undertake transactions in derivatives on commodities.

3.20. Financial indices underlying derivatives

The financial indices referred to in section 3.19 above are those which satisfy the following criteria:

(a) the index is sufficiently diversified;

(b) the index represents an adequate benchmark for the market to which it refers; and

(c) the index is published in an appropriate manner;

in each case as required by the rules in COLL 5.2.20A.

Where the composition of underlyings of a transaction in a derivative does not satisfy the requirements for a financial index, the underlyings for that transaction shall where they satisfy the requirements with respect to other underlyings pursuant to COLL 5.2.20R (2), be regarded as a combination of those underlyings.

3.21. Transactions for the purchase of property

A derivative or forward transaction which will or could lead to the delivery of property for the account of the Company may be entered into only if that property can be held for the account of the Company, and the ACD, having taken reasonable care, determines that delivery of the property under the transaction will not occur or will not lead to a breach of the rules in COLL.

3.22. Requirement to Cover Sales

No agreement by or on behalf of the Company to dispose of property or rights may be made unless the obligation to make the disposal and any other similar obligation could immediately be honoured by the Company by delivery of property or the assignment of rights, and such property and rights are owned by the Company at the time of the agreement.

The above requirement does not apply to a deposit and where:

(a) the risks of the underlying financial instrument of a derivative can be appropriately represented by another financial instrument and the underlying financial instrument is highly liquid; or

(b) the ACD or the Depositary has the right to settle the derivative in cash and cover exists within the Scheme Property which falls within one of the following asset classes:

  (i) cash;

  (ii) liquid debt instruments (e.g. government bonds of first credit rating) with appropriate safeguards (in particular, haircuts); or

  (iii) other highly liquid assets having regard to their correlation with the underlying of the financial derivative instruments, subject to appropriate safeguards (e.g. haircuts where relevant).

In the asset classes referred to in (b) above, an asset may be considered as liquid where the instrument can be converted into cash in no more than seven business days at a price closely corresponding to the current valuation of the financial instrument on its own market.

3.23. OTC Transactions in Derivatives

Any transaction in an OTC derivative under paragraph 3.19 (including, but not limited to, a transaction in a total return swap or other financial derivative instrument with the same characteristics) must be:

(a) with an approved counterparty; a counterparty to a transaction in derivatives is approved only if the counterparty is an eligible institution or an approved bank; or a person whose permission (including any requirements or limitations), as published in the FCA Register or whose Home State authorisation, permits it to enter into the transaction as principal off-exchange;

(b) on approved terms pursuant to COLL 5.2.23R (2);

(c) capable of reliable valuation pursuant to COLL 5.2.23R (3); and

(d) subject to verifiable valuation pursuant to COLL 5.2.23R (4).

3.24. Derivative exposure

A Fund may invest in derivatives and forward transactions as long as the exposure to which the Fund is committed by that transaction itself is suitably covered from within its property. Exposure will include any initial outlay in respect of that transaction.

Cover ensures that a Fund is not exposed to the risk of loss of property, including money, to an extent greater than the net value of the property. Therefore, a Fund must hold property sufficient in value or amount to match the exposure arising from a derivative obligation to which the Fund is committed. Section 3.19 (Cover for Transactions in Derivatives and Forward Transactions) sets out detailed requirements for cover of a Fund.

Cover used in respect of one transaction in derivatives or forward transaction must not be used for cover in respect of another transaction in derivatives or a forward transaction.

3.25. Cover for Transactions in Derivatives and Forward Transactions

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.

The ACD must ensure that its global exposure relating to derivatives and forward transactions held in each Fund does not exceed the net value of the Scheme Property of that Fund. Current industry guidelines allow global exposure to be calculated using either:

1) the commitment approach, which measures the incremental exposure and leverage generated through the use of derivatives and forward transactions (including embedded derivatives and leverage linked to EPM techniques); or

2) the Value at Risk (VaR) approach, which measures the maximum potential loss due to market risk (rather than leverage).

The ACD decides on the method suitable for each Fund by taking into account the investment strategy of the Fund, the types and complexities of the derivatives and forward transactions used and the proportion of the Scheme Property comprising derivative and forward transactions.

The ACD will use the commitment approach to calculate global exposure for each Fund, with the exception of the Liontrust Monthly Income Bond Fund and the Liontrust Strategic Bond Fund. The commitment approach converts each financial derivative instrument position into the market value of an equivalent position in the underlying asset of that derivative.

For the Liontrust Monthly Income Bond Fund and the Liontrust Strategic Bond Fund the ACD uses the "absolute" Value at Risk (VaR) approach to calculate global exposure. As noted above, VaR is a measure of the potential loss due to a Fund from market risk and measures the potential loss at a given confidence level (probability) over a specific time period under normal market conditions. The absolute VaR of a Fund is defined as the VaR of the Fund capped as a percentage of NAV and cannot be greater than 20%.

The ACD also regularly monitors the leverage of the Liontrust Monthly Income Bond Fund and the Liontrust Strategic Bond Fund. In accordance with current industry guidelines, leverage is calculated as the sum of the notionals of the derivatives used. However, this calculation takes no account of offsetting positions and is not a true measure of market risk.

Using the sum of notionals basis, the leverage of the Liontrust Monthly Income Bond Fund is typically expected to be between 25% and 100% and the leverage of the Liontrust Strategic Bond Fund is typically expected to be between 150% and 350%. The level of leverage of each of these Funds may vary over time and these expected ranges are not therefore a guarantee of future levels of leverage.

3.26. Risk management (including management of counterparty risk and collateral management policy)

The ACD uses a risk management process, as reviewed by the Depositary and filed with the FCA, enabling it to monitor and measure at any time the risk of a Fund's positions and their contribution to the overall risk profile of the Fund. Prior to any amendments being made to the risk management process, the ACD will notify the FCA of the details of such changes. As explained further at section 11.2 of this Prospectus, certain information in relation to the ACD's risk management process is available to investors on request.

The ACD's risk management process details, among other matters, how risks are managed by the ACD in relation to counterparties and collateral.

In relation to counterparty risk, the ACD's risk management process requires that all counterparties are approved prior to trading and that a variety of factors are considered as part of that approval process, including the counterparty's creditworthiness and capabilities.

The ACD also has a collateral management policy. This policy, which is subject to change and regular review, defines "eligible" collateral, including applicable haircuts. It also includes any additional restrictions deemed appropriate by the ACD.

Under the collateral management policy, all collateral used to reduce counterparty risk will comply with the following criteria at all times:

- it must be highly liquid and traded on a regulated market;
- it must be valued at least daily;
- it must be of high quality;
- it will not be highly correlated with the performance of the counterparty;

- it will be sufficiently diversified in terms of country, markets and issuers (in accordance with ESMA's *Guidelines on ETFs and other UCITS issues (ESMA/2012/832EN)*);
- it will be held by the Depositary or by a third party custodian which is subject to prudential supervision and which is unrelated to the provider of collateral; and
- it will be capable of being fully enforced by the ACD at any time without reference or approval from the counterparty.

Permitted collateral varies according to the arrangements which are negotiated with each counterparty but may include (subject to the rules on stock lending under COLL 5.4 and where applicable):

- cash; and
- government or other public securities.

Non-cash collateral will not be sold, re-invested or pledged.

Permitted currencies which may be used as cash collateral also vary according to the arrangements which are negotiated with each counterparty. Sterling, US Dollars and Euros would generally be acceptable and other currencies may be considered.

Cash collateral will only be:

- placed on deposit with entities that meet the requirements of Article 50(f) of the UCITS Directive; or
- invested in high quality government bonds; or
- used for the purpose of reverse repo transactions with credit institutions that are subject to prudential supervision (and on terms that permit the ACD to recall at any time the full amount of cash on an accrued basis); or
- invested in short-term money-market funds.

Cash collateral, where reinvested, will be diversified in accordance with the requirements of ESMA's *Guidelines on ETFs and other UCITS issues (ESMA/2012/832EN)*.

The exposure to a counterparty will, at all times, meet the requirements of Article 52 of the UCITS Directive.

Collateral will be subject to a haircut depending on the class of assets received. The haircut policy depends on the quality of assets received, their price volatility and liquidity. Short-dated government bonds will be subject to lower haircuts than long-dated government bonds issued by the same government. Collateral haircuts are negotiated with each counterparty.

Where the Fund reinvests cash collateral in one or more of the permitted types of investment above, there is a risk that the investment will earn less than the interest that is due to the counterparty in respect of that cash and that it will return less than the amount of cash that was invested.

3.27. Investment in deposits

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

3.28. Significant influence

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 significantly influence the conduct of business of that body corporate; or

(b) the acquisition gives the Company that power.

For the purposes of paragraphs (a) and (b) above, 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).

3.29. Concentration

A UCITS Scheme:

(a) must not acquire transferable securities other than debt securities which (i) do not carry a right to vote on any matter at a general meeting of the body corporate that issued them; and (ii) represent more than 10% of these securities issued by that body corporate;

(b) must not acquire more than 10% of the debt securities issued by any single body;

(c) must not acquire more than 25% of the units in a collective investment scheme;

(d) must not acquire more than 10% of the approved money-market instruments issued by any single body;

(e) need not comply with the limits in (b), (c) and (d) if, at the time of the acquisition, the net amount in issue of the relevant investment cannot be calculated.

3.30. Schemes replicating an index

Notwithstanding COLL 5.2.11R (Spread: general), a Fund may invest up to 20% in value of the Scheme Property in shares and debentures which are issued by the same body where the stated investment policy is to replicate the composition of a relevant index as defined below.

Replication of the composition of a relevant index shall be understood to be a reference to replication of the composition of the underlying assets of that index, including the use of techniques and instruments permitted for the purpose of efficient portfolio management.

The 20% limit can be raised for a particular Fund up to 35% in value of the Scheme Property, but only in respect of one body and where justified by exceptional market conditions. **This does not currently apply in respect of any of the Funds.**

In the case of a Fund replicating an index the Scheme Property need not consist of the exact composition and weighting of the underlying in the relevant index in cases where the scheme's investment objective is to achieve a result consistent with the replication of an index rather than an exact replication.

The indices referred to above are those which satisfy the following criteria:

(a) the composition is sufficiently diversified; and

(b) the index represents an adequate benchmark for the market to which it refers; and

(c) the index is published in an appropriate manner,

in each case as required by the rules in COLL 5.2.33 and ESMA's *Guidelines on ETFs and other UCITS issues (ESMA/2012/832EN)*.

3.31. Stock lending

The entry into stock lending transactions for the account of a Fund is permitted for the generation of additional income for the benefit of the Fund, and hence for its investors.

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

A Fund may only enter into a stock lending arrangement or repo contract in accordance with the rules in COLL 5.4 if it reasonably appears to the Company to be appropriate to do so with a view to generating additional income for the Fund with an acceptable degree of risk.

The Company may enter into a repo contract, or a stock lending arrangement of the kind described in section 263B of the Taxation of Chargeable Gains Act 1992 (without extension by section 263C), but only if:

(a) all the terms of the agreement under which securities are to be reacquired by the Depositary for the account of the Company, are in a form which is acceptable to the Depositary and are in accordance with good market practice;

(b) the counterparty is: (i) an authorised person; or (ii) a person authorised by a Home State regulator; or (iii) a person registered as a broker-dealer with the Securities and Exchange Commission of the United States of America; or (iv) a bank, or a branch of a bank, supervised and authorised to deal in investments as principal, with respect to OTC derivatives by at least one of the following federal banking supervisory authorities of the United States of America: the Office of the Comptroller of the Currency; the Federal Deposit Insurance Corporation; the Board of Governors of the Federal Reserve System; and the Office of Thrift Supervision; and

(c) high quality and liquid collateral is obtained to secure the obligation of the counterparty under the terms referred to in (a) and the collateral is: (i) acceptable to the Depositary; (ii) adequate; and (iii) sufficiently immediate; in each case as required by COLL 5.4.6. The requirement under this letter (c) does not apply to a stock lending transaction made through Euroclear Bank SA/NV's Securities Lending and Borrowing Programme.

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

Any agreement for transfer at a future date of securities or of collateral (or of the equivalent of either) may be regarded, for the purposes of valuation under COLL, as an unconditional agreement for the sale or transfer of property, whether or not the property is part of the property of the Fund.

There is no limit on the value of the Scheme Property which maybe the subject of repo contracts or stock lending transactions.

For each Fund the income received is split between the Fund, the ACD for the administration of the Stock lending on behalf of the Fund and the custodian who will manage the Stock lending activity. The current split of the income received is that the custodian will receive 25% and the Fund will receive the balance.

3.32. Cash and near cash

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

(a) the pursuit of a Fund's investment objectives; or

(b) redemption of units; or

(c) efficient management of the Fund in accordance with its investment objectives; or

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

During the period of the initial offer the Property of the Fund may consist of cash and near cash without limitation.

Cash balances (if any) will normally be denominated in Sterling although there may be specific occasion when other currencies will be needed for practical reasons. The cost of any variations in the currency exchange rate will be borne by a Fund.

3.33. General

It is not intended that any Fund will have an interest in any immovable property or tangible movable property.

No Fund may invest in the Shares of another Fund within the Company.

Where the Company invests in or disposes of units or shares in another collective investment scheme which is managed or operated by the ACD or an associate of the ACD, the ACD must pay to the Company by the close of business on the third business day, the amount of any preliminary charge in respect of a purchase, and in the case of a sale, any charge made for the disposal.

A potential breach of any of these limits does not prevent the exercise of rights conferred by investments held by the Fund if the consent of the Depositary is obtained in writing but, in the event of a consequent breach, the ACD must then take such steps as are necessary to restore compliance with the investment limits as soon as practicable having regard to the interests of Shareholders.

3.34. Underwriting

Underwriting and sub underwriting contracts and placings may also, subject to certain conditions set out in COLL, be entered into for the account of the Company.

3.35. Borrowing powers

The Company may, on the instructions of the ACD and subject to COLL, borrow money from an eligible institution or an approved bank for the use of the Company on terms that the borrowing is to be repayable out of the Scheme Property.

Borrowing must be on a temporary basis, must not be persistent and in any event must not exceed three months without the prior consent of the Depositary, which may be given only on such conditions as appear appropriate to the Depositary to ensure that the borrowing does not cease to be on a temporary basis.

The ACD must ensure that a Fund's borrowing does not, on any day, exceed 10% of the value of its Scheme Property.

These borrowing restrictions do not apply to "back to back" borrowing for currency hedging purposes (i.e. borrowing permitted in order to reduce or eliminate risk arising by reason of fluctuations in exchange rates).

4. VALUATIONS AND PRICING

4.1. Valuations

The price of a Share in the Company is calculated by reference to the Net Asset Value (or the relevant proportion of the Net Asset Value) of the Fund to which it relates. Each Fund will have a regular Valuation Point of 12 noon and a deal cut-off point at 11.59 a.m. (London time) on each Dealing Day, unless specified otherwise in Appendix A. For deals received after the Valuation Point, shares will be sold / redeemed at the price based on the Valuation Point on the next Dealing Day. The ACD may create an additional Valuation Point for any Fund at any time.

The value of the scheme property of the Company or sub-fund (as the case may be) shall be the value of its assets less the value of its liabilities determined in accordance with the following provisions.

1. All the scheme property (including receivables) is to be included, subject to the following provisions.

2. Property which is not cash (or other assets dealt with in paragraphs 3 and 4 below) shall be valued as follows and the prices used shall (subject as follows) be the most recent prices which it is practicable to obtain:

    (a) units or shares in a collective investment scheme:

        (i) if a single price for buying and selling units or shares is quoted, at that price; or

        (ii) if separate buying and selling prices are quoted, at the average of the two prices provided the buying price has been reduced by any preliminary charge included therein and the selling price has been increased by any exit or redemption charge attributable thereto; or

        (iii) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no recent price exists, at a value which, in the opinion of the ACD, is fair and reasonable;

    (b) exchange-traded derivative contracts:

        (i) if a single price for buying and selling the exchange-traded derivative contract is quoted, at that price; or

        (ii) if separate buying and selling prices are quoted, at the average of the two prices;

    (c) over-the-counter derivative contracts shall be valued in accordance with the method of valuation as shall have been agreed between the ACD and the Depositary;

    (d) any other investment:

(i) if a single price for buying and selling the security is quoted, at that price; or

(ii) if separate buying and selling prices are quoted, at the average of the two prices; or

(iii) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if the most recent price available does not reflect the ACD's best estimate of the value, at a value which, in the opinion of the ACD, is fair and reasonable; and

(e) property other than that described in (a), (b), (c) and (d) above: at a value which, in the opinion of the ACD, represents a fair and reasonable mid-market price.

3. Cash and amounts held in current, deposit and margin accounts and in other time-related deposits shall be valued at their nominal values.

4. In determining the value of the scheme property, all instructions given to issue or cancel shares shall be assumed (unless the contrary is shown) to have been carried out and any cash payment made or received and all consequential action required by the Regulations or this Instrument of Incorporation shall be assumed (unless the contrary has been shown) to have been taken.

5. Subject to paragraphs 6 and 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 shall not materially affect the final net asset amount.

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 5.

7. All agreements are to be included under paragraph 5 which are, or ought reasonably to have been, known to the person valuing the property assuming that all other persons in the ACD's employment take all reasonable steps to inform it immediately of the making of any agreement.

8. An estimated amount for anticipated tax liabilities (on unrealised capital gains where the liabilities have accrued and are payable out of the property of the Scheme; on realised capital gains in respect of previously completed and current accounting periods; and on income where liabilities have accrued) including (as applicable and without limitation) capital gains tax, income tax, corporation tax, value added tax, stamp duty and stamp duty reserve tax shall be deducted.

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 shall be deducted.

10. The principal amount of any outstanding borrowings whenever payable and any accrued but unpaid interest on borrowings shall be deducted.

11. The total amount of any cost relating to the authorisation and incorporation of the Company and of its initial offer or issue of Shares shall be deducted.

12. An estimated amount for accrued claims for tax of whatever nature which may be recoverable shall be added.

13. Any other credits or amounts due to be paid into the scheme property shall be added.

14. A sum representing any interest or any income accrued due or deemed to have accrued but not received and any stamp duty reserve tax provision anticipated to be received shall be added.

15. Currencies or values in currencies other than the base currency or (as the case may be) the designated currency of a sub-fund shall be converted at the relevant valuation point at a rate of exchange that is not likely to result in any material prejudice to the interests of shareholders or potential shareholders.

16. Any assets, liabilities, expenses, costs or charges not attributable to one Fund only, and allocated in accordance with the FCA Rules, may be reallocated by the ACD provided that such reallocation shall be done in a manner which is fair to the Shareholders of the Company generally.

4.2. Price of Shares

Price per Share in each Fund and Class

Shares are "single priced". This means that subject to any preliminary charge, any switching charge, any redemption charge, any SDRT provision and/or dilution adjustment (see Section 5 of this Prospectus), the price of a Share for both buying and selling purposes will be the same and determined by reference to a particular Valuation Point. The price of a Share is calculated at or about the Valuation Point on each Dealing Day (to at least four significant figures) by:

(i) taking the value of the Scheme Property attributable to the relevant Fund and therefore all Shares (of the relevant Class) in issue (on the basis of the units of entitlement in the Scheme Property of the Company attributable to that Class at the most recent valuation of the Company); and

(ii) dividing the result by the number of Shares of the relevant Class in issue immediately before the valuation concerned.

Pricing Basis

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

Publication of Prices

The most recent price of Shares will be published daily on the ACD's website, www.liontrust.co.uk. Share prices may also be obtained by contacting the ACD at following number 0344 892 0349. For reasons beyond the control of the ACD, a published price may not necessarily be the current price.

5. DEALING IN SHARES AND LIMITATIONS

Shares may normally be bought from and sold to the ACD by telephone between 9.00 a.m. and 5.00 p.m. on any Dealing Day (or at other times at the ACD's discretion). If requested the ACD may deal as agent between the investor and the Company.

In its dealings in Shares the ACD may also act as principal. The ACD shall not be liable to account to the Depositary or the Shareholders for any profits or benefits it makes or receives that are made or derived from or in connection with any dealings in the Shares as principal.

All dealing will be forward to the prices calculated at the next Valuation Point. The Price per Share at which Shares are bought from and sold to the ACD is calculated as described in Section 4 of this Prospectus.

Any preliminary charge, redemption charge, switching charge and SDRT provision is payable, as appropriate, in addition to the Price. Details of the charges applicable to any Class of Shares are provided in Appendix A.

5.1. Buying Shares

Shares can be bought either by sending or faxing a completed application form to Liontrust Fund Partners LLP at PO Box 373, Darlington, DL1 9RQ , fax number 020 7964 2562 or by telephoning 0344 892 0349 or by electronic means acceptable to the ACD.

Subject to its obligations under COLL, 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.

Any subscription monies remaining after a whole number of Shares have been issued will not be returned to the applicant. Instead, smaller denomination Shares will be issued in such circumstances. A smaller denomination Share is equivalent to one thousandth of a larger denomination Share.

Remittances should be in pounds Sterling. Other currencies will only be acceptable at the ACD's discretion.

A contract note giving details of the Shares purchased and the price used will be issued by the end of the business day following the later of receipt of the application to purchase Shares or 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.

Settlement proceeds are due within four working days of the valuation point at which shares are purchased.

Share certificates will not be issued in respect of Shares. Ownership of Shares will be evidenced by an entry on the Company's Register of Shareholders. Statements in respect of periodic distribution on Shares will show the number of Shares held by the recipient. 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.

The minimum subscription, holding and redemption requirements in relation to each Share Class are set out in Appendix A. However, the ACD may, by special arrangement and at its discretion, agree on an individual basis a lower amount in relation to the minimum transaction sizes.

5.2. Selling Shares

Every Shareholder has the right to require that the Company redeem his 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, in which case the Shareholder may be required to redeem his entire holding.

Requests to redeem Shares may be made either by sending or faxing a completed instruction to Liontrust Fund Partners LLP at PO Box 373, Darlington, DL1 9RQ, fax number 020 7964 2562 or by telephoning 0344 892 0349 or by electronic means acceptable to the ACD.

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) 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) no later than the end of the business day following the later of the request to redeem Shares or the Valuation Point by reference to which the redemption price is determined.

Settlement proceeds in satisfaction of the redemption monies 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.

5.3. Switching

A Shareholder in a Fund may at any time switch all or some of his Shares in a Class or a Fund ("**Original Shares**") for Shares in another Class within the same Fund or for Shares of the same or another Class within a different Fund ("**New Shares**"). The number of New Shares issued will be determined by reference to the respective prices of New Shares and Original Shares at the Valuation Point applicable at the time the Original Shares are repurchased and the New Shares are issued.

Switching may be made either by sending or faxing a completed instruction to Liontrust Fund Partners LLP at PO Box 373, Darlington, DL1 9RQ , fax number 020 7964 2562 or by telephoning 0344 892 0349 or by electronic means acceptable to the ACD. The relevant Shareholder may be required to complete a switching form (which, in the case of joint Shareholders must be signed by all the joint holders). Switching forms may be obtained from the ACD.

Unless otherwise stated in Appendix A in respect of a Fund, there is no charge on any Switch of Shares and no preliminary charge is payable in respect of the issue of New Shares as part of a Switch.

If the switch would result in the Shareholder holding a number of Original Shares or New Shares of a value which is less than the minimum holding in the Fund concerned, the ACD may, if it thinks fit, convert the whole of the applicant's holding of Original Shares to New Shares or refuse to effect any switch of the Original Shares. No switch will be made during any period when the right of Shareholders to require the redemption of their Shares is suspended. Any proposed switch will also be subject to any eligibility requirements which may exist in relation to any class of Shares. The general provisions on procedures relating to redemption will apply equally to a switch. A duly completed switching form must be received by the ACD before the Valuation Point on a Dealing Day in the Fund or Funds concerned to be dealt with at the prices at those Valuation Points on that Dealing Day, or at such other date as may be approved by the ACD. Switching requests received after a Valuation Point will be held over until the next day which is a Dealing Day in the relevant Fund or Funds.

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

The ACD may, upon appropriate notice to affected Shareholders, effect a compulsory conversion of Shares in one Class of a Fund for another Class of the same Fund. Such compulsory conversion shall be conducted as described in this section 5.3. A compulsory conversion will only be undertaken where the ACD reasonably considers it is in the best interests of affected Shareholders. By way of example, the ACD may effect a compulsory conversion where the ACD reasonably believes it is in the best interests of Shareholders to reduce the number of available Share Classes.

Please note that a switch of Shares in one Fund for Shares in any other Fund is treated as a redemption and sale and will, for persons subject to United Kingdom taxation, be treated as a realisation for the purposes of capital gains taxation or corporation tax on capital gains. An exchange of Shares for Shares of a different Class in the same Fund will, for persons subject to UK taxation, generally not be treated as a realisation for the purposes of capital gains taxation or corporation tax on capital gains provided certain conditions are satisfied.

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

5.4. Client Money

In accordance with the Client Asset Sourcebook ("CASS") of the FCA handbook, by agreeing to subscribe for Shares, Shareholders agree that any unclaimed redemption monies held for more than six years without any activity (disregarding any payment of distributions, charges or similar items), may be paid to a charity of the ACD's choice after the ACD has taken all reasonable steps to trace the Shareholder in order to return the Shareholder's monies.

In all circumstances monies paid to a charity would no longer be treated as client money. The making of a payment of unclaimed client money to a charity would not prevent a Shareholder from making a future claim to the ACD for repayment of such client monies upon production to the ACD of satisfactory evidence of their entitlement to those monies.

See Section 7.2 of this Prospectus for details of how the ACD treats unclaimed distribution payments.

Any monies which the ACD is required to hold as client money will be protected by being deposited in a client money account in the ACD's name with an appropriately regulated financial institution of the ACD's choice in accordance with the ACD's obligations under CASS. The ACD will not be responsible for any acts or omissions of the financial institution. In the event that the bank or institution becomes insolvent, the ACD will have a claim on behalf of its customers against the financial institution. However, any shortfall in meeting the claim may be shared pro rata between the ACD's customers. In the event of insolvency of the financial institution, Shareholders may be an eligible claimant under the Financial Services Compensation Scheme and be entitled as an individual to claim up to £85,000 in respect of the total cash the relevant Shareholder holds directly and indirectly hold with the failed financial institution.

In relation to CASS, the ACD confirms that it will not pay any interest on any client money balances.

In accordance with CASS, the ACD chooses to operate under a delivery versus payment exemption. This exemption allows the ACD to treat monies as if they were not client money in the following scenarios:

(a) where the money is received from an investor one day before the due settlement date in relation to the issuance of Shares;

(b) where the money is held by the ACD in the course of Shares being redeemed where the proceeds of that redemption are paid to the investor within the time period specified in the FCA Rules (normally within four working days of receiving the signed renunciation).

In these scenarios, where money is not treated as client money, money is not protected and in the event that the ACD should fail this money is at risk. By agreeing to subscribe for Shares, investors agree to the ACD operating on this basis. Should the ACD cease to use the delivery versus payment exemption, Shareholders will be given prior notice of the change.

In accordance with CASS, the ACD is obliged to obtain Shareholder agreement to use the delivery versus payment exemption within Commercial Settlement Systems it may use. By subscribing for Shares, investors confirm their agreement to the use of such systems.

In relation to CASS, by agreeing to subscribe for Shares, investors agree that the ACD and any applicable third party may establish a contractual agreement to cover the holding of client money by the third party in a client transaction account showing that it is holding the monies on behalf of the ACD's clients.

5.5. General Dealing Information

Dilution adjustment

The basis on which the Company's investments are valued for the purpose of calculating the price of Shares as stipulated in COLL and the Instrument of Incorporation is summarised in Section 4 of this Prospectus. The actual cost of purchasing or selling a Fund's 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 Fund.

In order to prevent this effect, called 'dilution', the ACD has the power to make a dilution adjustment, but may only exercise this power for the purpose of reducing dilution in a Fund, or to recover any amount which it has already paid or reasonably expects to pay in the future in relation to the issue or cancellation of Shares. Any dilution adjustment charged is added to the Scheme Property and is effectively used to offset the expenses incurred through the purchase and sale of investments within a Fund. On the occasions when a dilution adjustment is not made there may be an adverse impact on the total assets of a Fund. Other expenses that may be charged in addition to any dilution adjustment are set out in Section 6 (Charges and Expenses) of this Prospectus.

Any decision made by the ACD on dilution adjustments must not be made for the purposes of creating a profit or avoiding a loss for the account of the ACD.

The price of each Class of Share in a Fund will be calculated separately but any dilution adjustment will in percentage terms affect the price of Shares of each Class identically.

The calculation methodology or rate of any dilution adjustment will be reviewed on a periodic basis as determined from time to time by the ACD. The calculation methodology or rate will include estimates of the spreads between the buying and selling prices of the underlying investments, professional fees such as brokers' commissions and taxes. The rate may also include an allowance for market impact.

The estimated rates of dilution adjustment, at the date of this Prospectus, excluding any allowance for market impact, are given in Appendix A and are split between occasions when the dilution adjustment reflects a net creation of shares ("offer basis") and occasions where the dilution adjustment reflects a net cancellation of shares ("bid basis").

The ACD operates a dilution adjustment policy to ensure that any dilution adjustment is applied consistently throughout the life of the relevant fund, it will be applied consistently throughout the categories of assets in which a fund invests and that it reflects the underlying market conditions appropriately. Typically, the dilution levy will be applied in the following circumstances:

(a) where a Fund is in continual decline;

(b) where a Fund is experiencing large levels of net sales relative to its size;

(c) where there is a net issue or cancellation of Shares in a Fund having a value of 3 per cent. or more of the relevant Fund's NAV which occurs in the period between one Valuation Point and the following Valuation Point, whether at the request of a single Shareholder or of a number of Shareholders;

(d) in any other case where the ACD is of the opinion that the interests of Shareholders require the making of a dilution adjustment.

The ACD is entitled to amend at its discretion the threshold value for the purposes of letter (c) above in respect of a Fund by giving 60 days' notice to the Shareholders of the relevant Fund.

It is not possible to predict accurately whether dilution is likely to occur and whether dilution adjustment will be applied in the future. However, on a historical basis for the six months ended 31 December 2017 a dilution adjustment was made on the following occasions at the following average rate:

Fund	Offer basis		Bid basis	
	Number of occasions	Average Rate	Number of occasions	Average Rate
Liontrust Monthly Income Bond Fund	0	N/A	0	N/A
Liontrust Strategic Bond Fund	N/A	N/A	N/A	N/A

SDRT Provision

The charging of SDRT (at a rate of 0.5%) on the redemption of shares has now been abolished except from in relation to non-pro rata in specie redemptions.

The current policy is that all SDRT costs (if applicable) will be paid out of the Scheme Property of the Company and charged to capital and that SDRT will not be recovered from individual Shareholders. However, the ACD reserves the right to require individual Shareholders to pay SDRT whenever it considers that the circumstances have arisen which make such imposition fair to all Shareholders or potential Shareholders.

Transfers

Shareholders are entitled to transfer their Shares to another person or body in accordance with the provisions of the Instrument of Incorporation. All transfers must be in writing in the form of an instrument of transfer approved by the ACD. Completed instruments of transfer must be returned to the ACD. The ACD may refuse to register a transfer unless an SDRT provision has been paid.

No transfer is permitted where any party would be left with a holding of Shares having a lesser aggregate value than the minimum Shareholding requirement for the Class or Classes concerned.

Money Laundering

Under legislation to prevent money laundering in the United Kingdom, persons conducting investment business are responsible for compliance with money laundering regulations. Investors may be asked to provide proof of identity when buying, acquiring, redeeming or switching Shares, and, in certain circumstances, it may be necessary for the ACD to re-verify an investor's identity and obtain any missing or additional information for this purpose. Until satisfactory proof of identity is provided, the ACD reserves the right to refuse to issue Shares, to register a transfer of Shares, to pay the proceeds of sale of Shares, or to switch Shares. The ACD will not be liable for any share price movements occurring during delays while money laundering checks are carried out.

Investors have a right to obtain a copy of their personal data kept by the Company and the right to rectify any inaccuracies in personal data held by the Company. As of 25 May 2018 being the date the General Data Protection Regulation (EU 2016/679) comes into effect, investors will also have a right to be forgotten and a right to restrict or object to processing in a number of circumstances. In certain limited circumstances a right to data portability may apply. Where investors give consent to the processing of personal data, this consent may be withdrawn at any time.

Restrictions and Compulsory Transfer and Redemption

The ACD may from time to time take such action and impose such restrictions as it thinks necessary for the purpose of ensuring that no Shares are acquired or held by any person in circumstances ("**relevant circumstances**"):

(a) which constitute a breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory; or

(b) which would (or would if other shares were acquired or held in like circumstances) result in the Company incurring any liability to taxation or suffering any other adverse consequence (including a requirement to register under any securities or investment or similar laws or governmental regulation of any country or territory);

and, in this connection, the ACD may, inter alia, reject at its discretion any application for the subscription for, sale or exchange or transfer of, shares.

If it comes to the notice of the ACD that any Shares ("**affected Shares**") have been acquired or are being held in each case whether beneficially or otherwise in any of the relevant circumstances referred to in the previous paragraph or if it reasonably believes this to be the case the ACD may give notice to the holder of the affected Shares requiring the holder to transfer such Shares to a person who is qualified or entitled to own the same or to give a request in writing for the redemption or cancellation of such Shares in accordance with the FCA Rules. If any person upon whom such a notice is

served pursuant to this clause does not within thirty days after the date of such notice transfer his shares to a person qualified to hold the same, or establish to the satisfaction of the ACD (whose judgement shall be final and binding) that he and any person on whose behalf he holds the affected Shares are qualified and entitled to hold the Shares, he shall be deemed upon the expiration of that thirty day period to have given a request in writing for the redemption or cancellation (at the discretion of the ACD) of the affected Shares pursuant to the FCA Rules.

A person who becomes aware that he has acquired or holds Shares whether beneficially or otherwise ("**affected Shares**") in any of the relevant circumstances referred to above shall forthwith, unless he has already received a notice pursuant to the previous paragraph either transfer or procure the transfer of all the affected Shares to a person qualified to own the same or give a request in writing or procure that a request is so given for the redemption or cancellation of all the affected Shares pursuant to the FCA Rules.

Restrictions Applying to US Persons

The Shares have not been and will not be registered under the United States Securities Act of 1933 as amended ("**Securities Act**") and, subject to certain exceptions, may not be offered or sold in the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia ("**United States of America**") or offered or sold to US Persons (as defined below).

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.

"**US Person**" means:

(a) a citizen or resident of the United States of America;

(b) a partnership, limited liability company, corporation or similar entity organised or incorporated under the laws of the United States of America, or an entity taxed as such or required to file a tax return as such under the United States federal income tax laws;

(c) any estate or trust the executor, administrator or trustee of which is a US Person unless, in the case of trusts of which any professional fiduciary acting as trustee is a US Person, a trustee who is not a US Person has sole or shared investment discretion with respect to trust assets and no beneficiary of the trust (and no settlor if the trust is revocable) is a US Person;

(d) any estate or trust whose income from sources outside the United States of America is includable in gross income for purposes of computing United States income tax payable by it;

(e) any agency or branch of a foreign entity located in the United States of America;

(f) any discretionary or non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary located within or outside the United States of America for the benefit or account of a US Person;

(g) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organised, incorporated or (if an individual) resident in the United States of America, except that any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-US Person by a dealer or other professional fiduciary organised, incorporated or (if an individual) resident in the United States of America shall not be deemed a US Person;

(h) any firm, corporation or other entity, regardless of citizenship, domicile, situs or residence if, under the income tax laws of the United States of America from time to time in effect, any portion of the income thereof would be taxable to a US Person even if not distributed other than as a passive foreign investment company;

(i) any partnership, corporation or other entity if (i) organised or incorporated under the laws of any foreign jurisdiction and (ii) owned or formed by a US Person or Persons principally for the purpose of investing in securities not registered under the Securities Act (including but not limited to Shares of the Company);

(j) any employee benefit plan unless such employee benefit plan is established and administered in accordance with the laws of a country other than the United States of America and the customary practices and documentation of such country and is maintained primarily for the benefit of persons substantially all of whom are non-resident aliens with respect to the United States of America; or

(k) any other person or entity whose ownership of Shares or solicitation for ownership of Shares the ACD through its officers or directors shall determine may violate any securities law of the United States of America or any state or other jurisdiction thereof.

Except that "US Person" shall not include any eligible investor or any person or entity, notwithstanding the fact that such person or entity may come within any of the categories referred to above, as to whom the ACD or the Company shall determine that ownership of Shares or solicitation for ownership of Shares shall not violate any securities law of the United States of America or any state or other jurisdiction thereof.

All US residents and citizens should note the requirements of the Foreign Account Tax Compliance Act (FATCA). Please refer to the 'Taxation' section of this Prospectus.

'In Specie' Redemptions

If a Shareholder requests the redemption or cancellation of Shares the ACD may, where it considers the deal to be substantial in relation to the total size of the Fund concerned, arrange that in place of payment of the price of the Shares in cash, the Company cancels the Shares and transfers Scheme Property or, if required by the Shareholder, the net proceeds of sale of relevant Scheme Property, to the Shareholder.

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

The ACD will select the Scheme Property to be transferred in consultation with the Depositary. They must ensure that the selection is made with a view to achieving no more advantage or disadvantage to the Shareholder requesting the cancellation or redemption than to the continuing Shareholders.

Issue of Shares in Exchange for 'In Specie' Assets

The ACD may arrange for the Company to issue Shares in exchange for assets other than money, but will only do so where the Depositary is satisfied that the acquisition by the Company of those assets in exchange for the Shares concerned is not likely to result in any material prejudice to the interests of Shareholders or potential Shareholders.

The ACD will ensure that the beneficial interest in the assets is transferred to the Company with effect from the issue of the Shares.

The ACD will not issue any Shares in any Fund in exchange for assets the holding of which would be inconsistent with the investment objective of that Fund.

Suspension of Dealings in the Company

The ACD may, with the agreement of the Depositary, or must if the Depositary so requires, in accordance with the provisions of COLL, suspend the issue, cancellation, sale and redemption of Shares if the ACD or the Depositary is of the opinion that due to exceptional circumstances there is good and sufficient reason to do so having regard to the interests of Shareholders or potential Shareholders.

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.

Deferred Redemption of Shares

If requested redemptions of Shares on a particular Dealing Day exceed 10% of a Fund's value, redemptions of Shares of that Fund may be deferred to the next Valuation Point. Any such deferral would only be undertaken in such manner as to ensure consistent treatment of all Shareholders who had sought to redeem Shares at the Valuation Point at which redemptions were deferred, and so that all deals relating to the earlier Valuation Point were completed before those relating to a later Valuation Point were considered. The intention of the deferred redemption power is to reduce the impact of dilution on the Scheme Property. In times of high levels of redemption, deferred redemption provisions would enable the ACD to protect the interests of continuing Shareholders by allowing it to match the sale of property of a Fund to the level of redemptions of Shares in that Fund.

Governing Law

All deals in Shares are governed by English law. The Company itself is constituted under Scottish law.

Data Protection Notice

The ACD is a Data Controller and Data Processor within the meaning of the Data Protection Acts and undertakes to hold, process and be responsible for the destruction of personal information provided by investors in confidence and in accordance with the Data Protection Acts.

By signing the application form, prospective investors consent to the recording of telephone calls made to and received from investors by the ACD, its delegates, its duly appointed agents and any of their respective related, associated or affiliated companies for record keeping, security and/or training purposes.

Prospective investors should note that by completing the Application Form they are providing information to the ACD which may constitute personal data within the meaning of data protection legislation in the UK. This data will be used for the purposes of client identification and the subscription process, administration, transfer agency, statistical analysis, market research and to comply with any applicable legal or regulatory requirements, disclosure to the ACD (its delegates and agents) and, if an applicant's consent is given, for direct marketing purposes.

Data may be disclosed and / or transferred to third parties including:

(a) regulatory bodies, tax authorities; and

(b) delegates, advisers and service providers of the ACD and their or the ACD's duly authorised agents and any of their respective related, associated or affiliated companies wherever located (including to countries outside the EEA which may not have the same data protection laws as in the UK) for the purposes specified. For the avoidance of doubt, each service provider to the ACD (including the Investment Adviser, its delegates and its or their duly authorised agents and any of their respective related, associated or affiliated companies) may exchange the personal data, or information about the investors in the Funds, which is held by it with another service provider to the ACD.

Personal data will be obtained, held, used, disclosed and processed for any one or more of the purposes set out in the application form.

Investors have a right to obtain a copy of their personal data kept by the ACD and the right to rectify any inaccuracies in personal data held by the Company. As of 25 May 2018 being the date the General Data Protection Regulation (EU 2016/679) comes into effect, investors will also have a right to be forgotten and a right to restrict or object to processing in a number of circumstances. In certain limited circumstances a right to data portability may apply. Where investors give consent to the processing of personal data, this consent may be withdrawn at any time.

6. FEES, CHARGES AND EXPENSES

6.1. Dealing Charges

Preliminary Charge

The ACD may impose a preliminary charge on the issue of Shares. The charge is calculated as a percentage of the Net Asset Value of the Shares being acquired and may vary for different Classes and Funds. Details of the current preliminary charges for each Class and Fund is provided in Appendix A.

Switching Charges

The ACD may impose a charge on the switching of Shares in a Class or a Fund for Shares in another Class within the same Fund or for Shares of the same or another Class within a different Fund. Again, the charge is calculated as a percentage of the Net Asset Value of the Shares being acquired and may vary for different Classes and Funds.

Currently, the ACD does not levy a switching charge on a Switch or a preliminary charge in respect of the issue of new Shares as part of a Switch, however the ACD reserves the right to introduce such charges in the future.

Redemption Charge

Currently, the ACD does not levy a redemption charge on the sale of Shares. The ACD has the right to introduce a charge on the redemption of shares in the future, however this will not affect shares issued prior to its introduction.

6.2. Annual Management Charges

In payment for carrying out its duties and responsibilities the ACD is entitled to be paid for its own account a periodic fee payable from the Scheme Property attributable to each Fund. The fee will accrue daily and is payable monthly in arrears within seven days of the last business day of each month. The fee is calculated by reference to the value of the Funds on the previous business day except for the first accrual, which is calculated by reference to the first Valuation Point of the Funds. This fee is generally referred to as the annual management charge.

The current annual management charge for each Fund is set out in Appendix A.

The ACD is also entitled to be reimbursed all reasonable out of pocket expenses incurred in the performance of its duties, including stamp duty and stamp duty reserve tax on transactions in Shares and any costs incurred in pursuing a class action litigation in respect of securities which are or were part of the Scheme Property.

6.3. Performance Fee

In addition to the annual management charge outlined above, the ACD may be entitled to charge by way of further remuneration a performance fee in respect of any

Class which is calculated as a percentage of the relevant Fund's outperformance of its performance benchmark index on an annual basis.

Details of the performance fees currently charged by the ACD are set out in Appendix A and details on how these are calculated are set out in Appendix B.

6.4. Administration Fees

Ordinary operating expenses incurred by the Company and/or Funds may be paid out of the Scheme Property of the relevant Fund(s). To protect the shareholders from fluctuations in these expenses, the ACD has agreed to meet these operating expenses and to be reimbursed out of the Scheme Property of the relevant Funds at a flat rate per annum of the net asset value of the relevant Class ("**Administration Fees**"), the current amount of these Administration Fees is listed in Appendix A.

These rates have been determined based on historic costs and assume that the assets of a Fund do not exceed £500 million (see table below for discount to be applied where the assets of a Fund do exceed £500 million). The Administration Fees will be reviewed annually. The ACD may amend the Administration Fee applicable to a Class at any time at its discretion in accordance with the FCA Rules. In the event that the ACD exercises this discretion, Shareholders will be notified in accordance with the FCA Rules relating to notifications of that nature and this Prospectus will be updated accordingly.
The Administration Fee shall accrue daily based on the prior day net asset value of each Class and shall be paid monthly to the ACD out of the property of each Class on or as soon as is practicable after the last business day of the relevant calendar month. The Administration Fee will be calculated, taking account of any applicable discount as set out below, based on the net asset value of the Fund on the last business day of the previous month. In order to pass on any savings which may be made through economies of scale by any Funds which have significant levels of assets, the following discounts will be applied to the Administration Fee of all Funds:

Net asset value	**Discount to be applied to the Administration Fee (per annum)**
Below £500 million	0.000%
£500 million to £1 billion	0.010%
£1 billion to £2 billion	0.020%
£2 billion to £3 billion	0.030%
£3 billion to £4 billion	0.040%
£4 billion to £5 billion	0.050%
Over £5 billion	0.060%

The above discounts will not apply in circumstances that the Administration Fees after the applicable discount would be below 0.1%. For example, if the Administration Fees for a Fund before any volume discount is 0.12% then the lowest it can go with the application of a volume discount is 0.1%. If the Administration Fees for a Fund before any volume discount is 0.08% then the volume discounts will not apply as the Administration Fee is already below 0.1%.

Where an applicable threshold level of net asset value is achieved by a Fund on the last business day of any month, the relevant above discount will apply to that Fund in relation to the following month.

The ACD will use the Administration Fee to pay for the following fees relating to the operation and administration of the Funds:

a. the fees, expenses and disbursements payable to each service provider (being the Depositary, Administrator and Registrar);
b. safe custody charges and transaction charges;
c. any costs incurred in respect of any meeting of Shareholders convened on a requisition by holders not including the ACD or an associate of the ACD;
d. any audit fee and any proper expenses of the Auditor;
e. any fee and any proper expenses of any professional advisers retained by the Company or by the ACD in relation to the Company or any Fund;
f. payments or costs in relation to the preparation of any simplified prospectus (either in respect of the Company or each Fund);
g. any costs of printing and distributing annual, half yearly and quarterly reports and any prospectus, including the costs incurred as a result of periodic updates of any prospectus, and other reports provided for Shareholders;
h. any costs of listing the prices of the Funds in publication and information services selected by the ACD including the Financial Times;
i. any fees and expenses in respect of establishing and maintaining the Register of Shareholders and any sub-register of shareholders;
j. any costs incurred in taking out and maintaining an insurance policy in relation to the Company;
k. the periodic fees of the FCA together with any corresponding periodic fees of any regulatory authority in a country or territory outside the United Kingdom in which the Shares in the Company are or may be marketed;
l. 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;
m. any costs associated with the admission of Shares to listings on any stock exchange and with the maintenance of that listing (including, for the avoidance of doubt, the fees levied by the exchange in questions as a condition of the admission to listing of the shares and the periodic renewal of that listing), any offer of Shares, including the preparation and printing of any prospectus and the creation, conversion and cancellation of shares associated with such prospectus;
n. any expense incurred with respect to the publication and circulation of details of the Net Asset Value of the Funds;
o. any costs associated with the authorisation of the Company and/or sub-funds in other jurisdictions;
p. costs and expenses incurred in respect of monitoring the use of derivatives by the Funds;
q. expenses incurred in distributing and dispatching income and other payments to Shareholders;
r. Value Added Tax on any fees, charges or expenses will be added to such fees, charges or expenses and will be payable by the Company.

In some periods, the Administration Fees may be less than the costs actually incurred. In these circumstances, the ACD will pay the difference from its own resources. Conversely, in some periods the Administration Fees may be more than the costs actually incurred. In these circumstances, the ACD will retain the difference, including any cost savings. None of the Company, Fund, the Depositary, the ACD, the Investment Adviser or any of their associates, nor the auditors, are liable to account to the Shareholders of any Fund for any profits or benefits it makes or receives that are derived from or in connection with dealings in the shares of such Fund, any transaction in such Fund's property or the supply of services to such Fund or the Company.

The Administration Fees are not currently subject to VAT, but in the event of Value Added Tax (or any equivalent tax) being imposed this may be levied against the property of the Fund.

6.5. Other Expenses

In addition to the annual management charge, performance fee and Administration Fee, the following expenses may also be payable by the Company out of its capital or income at the discretion of the ACD:

- dilution levy, broker commission, fiscal charges (including any issue or transfer taxes or stamp duty or SDRT chargeable) and other disbursements which are necessarily incurred in effecting transactions;
- any fees in relation to a unitisation, amalgamation or reconstruction where the property of a body corporate (such as an investment company) or of another collective investment scheme is transferred to the Company in consideration for the issue of shares in the Company to shareholders in that body corporate or to participation in that other scheme, any liability arising after the transfer which, had it arisen before the transfer, could properly have been paid out of that other property provided that the ACD is of the opinion that proper provision was made for meeting such liabilities as were known or could reasonably have been anticipated at the time of the transfer;
- litigation expenses, exceptional measures, including but not limited to legal, business or tax expert appraisals or legal proceedings undertaken to protect shareholders' interests;
- interest on and other charges relating to permitted borrowings;
- taxation and other duties payable in respect of the scheme property or on the issue or redemption of Shares;
- correspondent and other banking charges;
- any liabilities on amalgamation or reconstruction of the Company or Fund which arise after the transfer of property to the Company or Fund in consideration of the issue of shares in accordance with the FCA Rules;
- in the case of a Fund investing in another collective investment scheme managed by the same ACD or affiliate of the ACD, any double charging of fees and expenses, in particular the duplication of the fees payable to the custodian(s), registrar(s), investment manager(s) and other agents, and subscription and redemption charges, which are generated both at the level of the Fund and of the target funds in which the Fund invests; and
- any value added or similar tax applicable to any of the other payments of the scheme property listed above.

6.6. Allocation of Fees, Charges and Expenses between Funds

All the fees, charges and expenses described in this Section 6 will be charged to the Fund in respect of which they were incurred but where any fee, charge or expense is not considered to be attributable to any one Fund, it will normally be allocated to all Funds pro-rata to the value of the Net Assets of the Funds, although the ACD has discretion to allocate it in a manner which it considers fair to Shareholders generally.

6.7. General

Where the investment objective of a Fund is to provide income combined with capital growth, some or all of the fees and expenses set out in this Section 6 may be taken, at the discretion of the ACD, from the capital of the Fund. This will increase distributable income by the amount charged and the capital of the relevant Fund will decrease by the same amount.

Details of whether fees and charges are charged against income or capital are set out in Appendix A

7. DETERMINATION AND DISTRIBUTION OF INCOME

7.1. Accounting Periods

The annual accounting period of the Company ends each year on 31st December (the accounting reference date). The interim accounting period ends each year on 30th June.

7.2. Income Allocations

Allocations of income are made in respect of the income available for allocation in each accounting period. Unless otherwise stated in Appendix A in respect of a Fund, each Fund will have an annual income allocation date of 28th February and an interim income allocation date of 31st August. Distributions of income for all Funds are paid on or before that Fund's annual income allocation date and interim income allocation date(s) in each year.

Allocation of income to holders of any accumulation Shares that may be issued will be transferred to the capital property of the relevant Fund at the end of the income allocation period and be reflected in the value of the relevant Shares on the first Dealing Day following the end of that income allocation period.

The amount available for allocation in an accounting period is calculated by:

(a) taking the aggregate of the income received or receivable for the account of the relevant Fund for that period;

(b) deducting the fees, charges and expenses of the Fund paid or payable out of income for that accounting period; and

(c) making such adjustments as the ACD considers appropriate (and after consulting the Auditor as appropriate) in relation to tax and certain other issues such as 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 amortisation.

Where a Fund has more than one Class of Shares in issue, allocations of income are made in accordance with the proportionate interests of the Classes within the Fund, subject to the making of such adjustments as may be required to reflect differences in the fees, charges and/or expenses of the Fund which are attributable to different Classes of Shares.

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. No interest will be paid on any unclaimed distribution.

Notwithstanding the above, income on debt securities, such as bonds and other fixed interest securities, is accounted for on an effective yield basis. The effective yield basis

treats any projected capital gain or loss on a debt security (when compared to its maturity of par value) as income and this, together with any future expected income streams on the debt security, is written off over the life of that security and discounted back to its present value and included in the calculation of income for accounting purposes.

Unless Appendix A provides otherwise in respect of a Fund, where the ACD from time to time considers it appropriate, the ACD will be entitled to smooth during an accounting year the income payments in respect of any Share Class in any Fund with the balance of income (if any) being paid in respect of the final distribution period of the relevant annual accounting period.

7.3. Income Equalisation

Equalisation will be applied to each of the Funds. An allocation of income (whether annual or interim) to be made in respect of each Share issued or sold by the ACD during an accounting period in respect of which that income allocation is made may include a capital sum ("**income equalisation**") representing the ACD's best estimate of the amount of income included in the price of that Share.

The amount of income equalisation in respect of any Share may be the actual amount of income included in the issue price of the Share in question or it may be an amount arrived at by taking the aggregate of the ACD's best estimate of the amounts of income included in the price of Shares in that Class issued or sold in the annual or interim period in question and dividing that aggregate by the number of those Shares and applying the resultant average to each of the Shares in question.

7.4. Annual and Half-Yearly Reports

The ACD will publish in respect of the Company an annual report within four months after the end of each annual accounting period and a half-yearly report within two months after the end of each interim accounting period. Copies of these reports may be inspected at the ACD's and the Depositary's office during normal office hours. Shareholders may also obtain copies of these reports free of charge from the ACD.

8. SHAREHOLDERS' VOTING RIGHTS

8.1. Calling of General Meetings

The ACD may convene a general meeting at any time.

Shareholders may also requisition a general meeting of the Company. A requisition by Shareholders must state the objects of the meeting, be dated, be signed by Shareholders who, at the date of the requisition, are registered as holding not less than one-tenth in value of all Shares of the Company then in issue and the requisition must be deposited at the head office of the Company. The ACD must convene a general meeting no later than eight weeks after receipt of such requisition.

8.2. Notice and Quorum

Shareholders will receive at least 14 days' notice of a Shareholders' meeting and are entitled to be counted in the quorum and vote at such meeting either in person or by proxy. The quorum for a meeting is two Shareholders, present in person or by proxy. If a quorum is not present after a reasonable time from the time of any adjourned meeting, the quorum for an adjourned meeting is one Shareholder present in person or by proxy. Notices of the meetings and adjourned meetings will be sent to the Shareholders at their registered address.

8.3. Voting Rights

At a meeting of Shareholders, on a show of hands every Shareholder who (being an individual) is present in person or (being a corporation) is present by its representative properly authorised in that regard, has one vote.

On a poll vote, a Shareholder may vote either in person or by proxy. The voting rights attaching to each Share are such proportion of the voting rights attached to all the Shares in issue that the price of the Share bears to the aggregate price(s) of all the Shares in issue at the date seven days before the notice of meeting was sent out.

A Shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

Except where COLL or the Instrument of Incorporation require an extraordinary resolution (which needs 75% of the votes validly cast at the meeting to be in favour if the resolution is to be passed) any resolution required by COLL will be passed by a simple majority of the votes validly cast for and against the resolution.

The ACD may not be counted in the quorum for a meeting and neither the ACD nor any associate (as defined in COLL) of the ACD is entitled to vote at any meeting of the Company except in respect of Shares which the ACD or an associate holds on behalf of or jointly with a person who, if the registered Shareholder, would be entitled to vote and from whom the ACD or associate has received voting instructions.

"Shareholders" in this context means Shareholders on the date seven days before the notice of the relevant meeting was sent out but excludes holders who are known to the ACD not to be Shareholders at the time of the meeting.

8.4. Fund and Class Meetings

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

8.5. Annual General Meeting

The Company has elected not to hold an annual general meeting in each year.

9. WINDING UP OF THE COMPANY OR A FUND

The Company shall not be wound up except as an unregistered company under Part V of the Insolvency Act 1986 or under Chapter 7.3 of COLL. A Fund may only be wound up under COLL.

Where the Company or a Fund are to be wound up under COLL, such winding up may only be commenced following approval by the FCA. The FCA may only give such approval if the ACD provides a statement (following an investigation into the affairs of the Company or a particular Fund) either that the Company or the relevant Fund will be able to meet its liabilities within 12 months of the date of the statement or that the Company or a particular Fund will be unable to do so. The Company or a particular Fund may not be wound up under COLL if there is a vacancy in the position of the ACD at the relevant time.

The Company or a Fund may be wound up under COLL if:

(a) an extraordinary resolution to that effect is passed by Shareholders; or

(b) the period (if any) fixed for the duration of the Company or a particular Fund by the Instrument of Incorporation expires, or the event (if any) occurs on the occurrence of which the Instrument of Incorporation provides that the Company or a particular Fund is to be wound up (for example, if the share capital of the Company is below its prescribed minimum or (in relation to any Fund) the Net Asset Value of the Fund is less than £50,000 or if a change in the laws or regulations of any country means that, in the ACD's opinion, it is desirable to terminate the Fund); or

(c) on the date of effect stated in any agreement by the FCA to a request by the ACD for the revocation of the authorisation order in respect of the Company or the relevant Fund.

A Fund may also be terminated in accordance with the terms of a scheme of amalgamation or reconstruction, in which case Shareholders in the Fund will become entitled to receive shares or units in another regulated collective investment scheme in exchange for their Shares in the Fund.

On the occurrence of any of the events in paragraphs (a) to (c) above:

(i) COLL 6.2 (Dealing), COLL 6.3 (Valuation and Pricing) and COLL 5 (Investment and Borrowing Powers) will cease to apply to the Company or the particular Fund;

(ii) the Company will cease to issue and cancel Shares in the Company or the particular Fund and the ACD shall cease to sell or redeem Shares or to arrange for the Company to issue or cancel them for the Company or the particular Fund;

(iii) no transfer of a Share shall be registered and no other change to the Register shall be made without the sanction of the ACD;

(iv) where the Company or a Fund is being wound up, the Company or the relevant Fund shall cease to carry on its business except in so far as it is beneficial for the winding up of the Company;

(v) the corporate status and powers of the Company and, subject to the preceding provisions of (i) to (iv) above, the powers of the ACD shall remain until the Company is dissolved.

The ACD shall, as soon as practicable after the Company or the Fund falls to be wound up, realise the assets and meet the liabilities of the Company or the relevant Fund and, after paying out or retaining adequate provision for all liabilities properly payable and retaining provision for the costs of winding up, provided that there are sufficient liquid funds available, arrange for the Depositary to make one or more interim distributions out of the proceeds to Shareholders proportionately to their rights to participate in the Scheme Property of the Company or the Fund. In the case of the Company the ACD shall also publish notice of the commencement of the winding up of the Company in the London Gazette. If the ACD has not previously notified Shareholders of the proposal to wind up the Company or terminate the Fund, the ACD shall, as soon as practicable after the commencement of winding up of the Company or the termination of the Fund, give written notice of the commencement to Shareholders. When the ACD has caused all the Scheme Property to be realised and all the liabilities of the Company or the particular Fund to be realised, the ACD shall arrange for the Depositary to make a final distribution to Shareholders on or prior to the date on which the final account is sent to Shareholders of any balance remaining in proportion to their holdings in the Company or the particular Fund.

As soon as is reasonably practicable after the completion of the winding up of the Company or the particular Fund, the ACD shall notify the FCA that it has done so.

On completion of the winding up of the Company or the relevant Fund, the Company or the relevant Fund will be dissolved and the ACD shall arrange that any money (including unclaimed distributions) standing to the account of the Company or the relevant Fund, will be paid by the Depositary into court within one month of dissolution.

Following the completion of a winding up of either the Company or a Fund, the ACD must prepare a final account showing how the winding up took place and how the Scheme Property was distributed. The auditor of the Company shall make a report in respect of the final account stating their opinion as to whether the final account has been properly prepared. This final account and the auditors' report must be sent to the FCA and to each Shareholder within four months of the termination of the winding up.

Each Fund comprises a segregated portfolio of assets which belong exclusively to that Fund. Any liabilities attributable or allocated to a particular Fund under COLL will therefore be met out of the Scheme Property attributable or allocated to that particular Fund and not out of the Scheme Property attributable or allocated to any other Fund.

10. TAXATION

General and Disclaimer

The information below is a general guide based on current UK taxation legislation and HM Revenue & Customs practice, both of which are subject to change. It is not intended to be exhaustive and does not constitute legal or tax advice. There may be other tax considerations which may be relevant to prospective investors.

It summarises the tax position of the Company (and each Fund) and of UK tax resident investors who are the beneficial owners of Shares that are held as investments. It does not apply to Shareholders who are subject to a special tax regime such as dealers in securities, life insurance companies, pension schemes, UK investment trust companies and UK authorised investment funds.

Prospective investors should consult their own professional advisers for specific advice in connection with the implications of subscribing for, purchasing, holding, converting, switching or disposing of Shares under the laws of any jurisdiction in which they are subject to tax.

The Company

Each Fund will be treated as a separate entity for UK tax purposes. A Fund is liable to UK corporation tax at the basic rate of income tax on its net income, excluding dividends received from UK companies **(including that part of a dividend distribution from another UK authorised investment fund that relates to dividend income)** and most non-UK companies subject to certain conditions being satisfied. However, a Fund may elect to tax dividend income from certain jurisdictions in order to maximise its post-tax return. **Where a Fund holds an investment in another UK authorised investment fund or an offshore fund that invests primarily in cash, debt securities and similar interest yielding assets, any amounts that are accounted for as income by the Fund (including any dividends paid by such funds) will be treated as taxable interest income of the Fund.** Allowable expenses of management (and interest distributions payable by certain funds) are deducted from the taxable income of a Fund to arrive at its net income.

Special tax rules apply to a Fund which has more than 60 per cent by market value of its investments in interest yielding assets such as debt securities, money placed at interest, building society shares, certain derivative contracts and alternative finance arrangements ("a Bond Fund"). A Bond Fund is entitled to distribute its income as yearly interest. The income that is distributed by a Bond Fund as interest is generally deductible from its taxable income with the effect that a Bond Fund generally has no corporation tax liability.

Income and gains attributable to overseas investments may be subject to tax in the relevant overseas jurisdiction at varying rates. The Company may be entitled to offset some or all of any foreign tax suffered on its overseas income against its liability to UK corporation tax.

Stamp duty and other transfer taxes, including financial transaction taxes, may be incurred on the purchase, sale, transfer or any other financial transaction involving investments located in the UK or outside the UK. Certain EU member states have

implemented financial transaction tax regimes. A number of EU member states have proposed introducing a wider financial transaction tax in the future.

The Company does not pay UK corporation tax on any capital gains arising from the disposal of investments and is not taxable on capital profits, gains or losses arising in respect of creditor loan relationships or derivative contracts. However, a gain accruing in respect of the disposal of an investment in a non-reporting offshore fund may be taxed as income rather than being treated as an exempt capital gain

Shareholders

Shareholders may potentially suffer tax both on any income they receive from their Shares and on any profit they realise on disposing of their Shares.

Income equalisation

In respect of the first distribution of income after an acquisition of Shares, part of the distribution may include an amount of income equalisation. This amount is not taxable as income. It represents a return of part of the original cost of the Shares and should be deducted from the allowable cost of those Shares for capital gains tax purposes.

Accumulation and income Shares

Where income is allocated to a Shareholder by a Fund on a specified income allocation date, this is treated as a taxable distribution including where the income is retained by the Fund in the case of Accumulation Shares.

Distributions

Liontrust Monthly Income Bond Fund and Liontrust Strategic Bond Fund pay interest distributions. The Company currently has no other Funds and, therefore, the comments below only outline the tax treatment of interest distributions and do not address the tax treatment of dividend distributions payable by a Fund.

ISA (Individual Savings Account) Shareholders

It is possible to invest in Shares via an existing or new ISA. There are limits as to the amount that can be invested into an ISA in a tax year.

Distributions

A distribution from Shares held via an ISA is not taxable.

Profit on disposal of Shares

Any profit arising from the disposal of Shares held via an ISA is not taxable.

Other UK Resident Individual Shareholders

Interest Distributions

Interest distributions paid on or after 6 April 2017 are no longer subject to a deduction of UK income tax. Consequently, where the gross interest distributions of an individual exceeds their personal savings allowance and any unused personal allowance, they will be liable to pay income tax at their marginal rates (currently 20 per cent for basic rate taxpayers, 40 per cent for higher rate taxpayers and 45 per cent for additional rate taxpayers) on the excess amount.

The personal savings allowance (introduced from 6 April 2016) exempts the first £1,000 of savings income from tax in the hands of a UK resident individual who is a basic rate taxpayer. The exempt amount is reduced to £500 for higher rate taxpayers and additional rate taxpayers do not receive a personal savings allowance. To the extent that any interest distribution falls within this allowance, the individual will be able to reclaim any income tax deducted from that distribution.

Profit on disposal of Shares

A profit arising on the disposal of Shares held in the Company is subject to capital gains tax. However, if the total gains realised from all sources by an individual Shareholder in a tax year, after deducting allowable losses, are less than the annual capital gains exemption, there is no tax to pay. If total gains exceed the annual exempt amount, capital gains tax is payable on the excess at 10 per cent for basic rate taxpayers and 20 per cent for both higher rate taxpayers and additional rate taxpayers.

If a Shareholder exchanges their Shares for Shares in a different Fund, capital gains tax may be payable on any profit calculated by reference to the market value of the Shares at the date of the exchange. Capital gains tax will generally not be payable if Shares are exchanged for Shares of a different Class in the same Fund.

The capital gain in respect of a disposal of Shares is the value of the Shares at the time of disposal less the total of the following:

(a) the cost of acquiring the shares, less any equalisation received as detailed in the section headed Income equalisation; and

(b) in the case of accumulation shares only, all reinvested distributions during the period shares have been held.

UK Resident Corporate Shareholders

Interest distributions

Interest distributions are subject to corporation tax. Any income tax withheld from an interest distribution can be reclaimed or offset against the Shareholder's liability to corporation tax.

Fluctuation in value of Shares in a Fund which does not satisfy the qualifying investments test

In any case where a Fund does not satisfy the qualifying investments test (broadly where over 60 per cent of the value of its investments comprise interest yielding or economically similar assets) at any point during the accounting period of a corporate

Shareholder, that Shareholder must treat the Shareholding in the Fund (including any distributions) as a loan relationship for UK corporation tax purposes.

Movements in the fair value of the Shares are subject to UK corporation tax irrespective of whether a disposal has occurred. Accordingly, a corporate investor in such a Fund may, depending on its circumstances, incur a charge to corporation tax on an unrealised increase in the value of its holding (or, likewise, obtain relief for an unrealised reduction in the value of its holding).

Certain types of corporate investor (e.g. life insurance companies) are subject to special tax rules which may take precedence over the general rules summarised above.

Profit on disposal of Shares

Any profit arising on the disposal of Shares in a Fund which does not satisfy the qualifying investments test (see the comments above) is subject to corporation tax under the rules for the taxation of loan relationships.

Non-UK Resident Shareholders

Non-UK Resident Shareholders can receive interest distributions without deduction of UK income tax if they provide a valid declaration that they are not tax resident in the UK. If they receive interest distributions which have had tax deducted, then they may be able to reclaim all or a part of the tax deducted depending on their personal circumstances and the terms of any double taxation agreement between their country of residence and the UK.

The capital gains tax position and income tax liabilities of non-UK Resident Shareholders may be determined by the tax legislation of an overseas jurisdiction.

Stamp Duty Reserve Tax (*SDRT*)

There is generally no SDRT liability on redemptions or issues of Shares in a Fund. However, SDRT may be chargeable at 0.5 per cent on a redemption if a Shareholder receives a non-pro rata in specie distribution of assets from the Fund in return for the Shares. An SDRT liability at 0.5 per cent of the amount or value of the consideration given may also arise where Shares are transferred directly between investors.

Automatic exchange of information between tax authorities

In order to comply with legislation implementing the UK's obligations under various intergovernmental agreements and EU directives relating to the automatic exchange of information to improve international tax compliance (including but not limited to, the United States provisions commonly known as FATCA, the OECD Common Reporting Standard and the agreements between the UK and its Crown Dependencies and Overseas Territories), the Company (or its agent) may collect and report information about Shareholders and their investments in a Fund (including information to verify their identity and tax status) to the relevant authorities.

FATCA has been effective from 1 July 2014 and broadly requires reporting of the direct and indirect ownership by Specified U.S. Persons of certain non-U.S. accounts and non-U.S. entities to the Internal Revenue Service of the United States

of America. The UK has entered into an inter-governmental agreement ("IGA") with the United States of America to facilitate FATCA compliance, whereby financial institutions such as the Company may need to disclose certain information to HM Revenue & Customs, who will in turn exchange that information with the Internal Revenue Service. Under this IGA, FATCA compliance is enforced under UK tax legislation and reporting.

The UK has entered into agreements with the Crown Dependencies of Guernsey, the Isle of Man and Jersey and the UK Overseas territories of Anguilla, Bermuda, the British Virgin Islands, the Cayman Islands, Gibraltar, Montserrat and the Turks and Caicos Islands to automatically exchange information concerning financial accounts. The agreements with the three Crown Dependencies and with Gibraltar are reciprocal and, therefore, impose obligations on UK financial institutions to collect and report certain information to HM Revenue & Customs.

The UK and a number of other jurisdictions have also agreed to enter into multilateral arrangements modelled on the Common Reporting Standard for Automatic Exchange of Financial Account Information published by the Organisation for Economic Co-operation and Development. This allows for the automatic exchange of financial information between tax authorities.

These agreements and arrangements, as transposed into UK law, may require the Company (or its agent) to provide certain information to HM Revenue & Customs about investors from the jurisdictions which are party to such arrangements (which information will in turn be provided to the relevant tax authorities by HM Revenue & Customs).

Where required by UK regulations, the Company (or its agent) may report information about Shareholders to HM Revenue & Customs, who may exchange the information with the tax authorities in the jurisdictions where the Shareholder is or appears to be tax resident, in accordance with the applicable international tax agreements. The information which may be reported includes, in the case of an individual, the reportable person's name, address, tax identification number, date and place of birth, balance of the account and the total gross amount paid or credited to the financial account in respect of the relevant reporting period.

When requested to do so by the Company (or its agent), Shareholders must provide certification of their tax status and information which can be passed on to HM Revenue & Customs, and, by them, to any relevant overseas tax authorities.

All shareholders that are reportable under the various applicable rules will be reported. If a Shareholder does not provide the necessary certification, the ACD may be required to report this to HM Revenue & Customs. By signing the application form to subscribe for shares in the Company, each affected Shareholder is agreeing to provide such information upon request from the Company (or its agent). The Company reserves the right to take any action and/or pursue all remedies at its disposal including, without limitation, compulsory redemption or withdrawal of affected Shareholders (at any time upon any or no notice) if they fail to provide the Company with the information the Company requests to satisfy its obligations.

While the Company will use reasonable endeavours to avoid the imposition of U.S. federal withholding tax under FATCA, the extent to which the Company is able to do

so will depend on each affected Shareholder providing the Company (or its agent) with any information that the Company determines is necessary to satisfy its obligations. A 30% withholding tax in respect of income and gross proceeds from the sale or other disposal of property could apply if there is a failure by Shareholders to provide certain information.

Investors should consult their own tax advisers regarding any potential obligations that an automatic exchange of information regime may impose on them.

11. GENERAL INFORMATION

11.1. Documents Available for Inspection

The following documents may be inspected free of charge between 9.00a.m. and 5.00p.m. on every business day at the offices of the ACD at 2 Savoy Court, London, WC2R 0EZ.

(a) the most recent annual and half-yearly reports of the Company;

(b) the most recent Prospectus of the Company;

(c) the Instrument of Incorporation (and any amending instrument); and

(d) the material contracts referred to below.

Copies of the above documents may be obtained from the same address. The ACD may make a charge at its discretion for copies of the above documents, with the exception of the most recent annual and half-yearly reports and the most recent Prospectus of the Company. Any person may request a copy of the annual and half-yearly reports free of charge.

11.2. Risk Management

Upon the request of a Shareholder, the ACD shall provide certain information supplementary to this Prospectus which relates to:

(a) the quantitative limits which apply in the risk management of the Funds;

(b) the methods used in relation to (a) above; and

(c) any recent development of the risk and yields of the main categories of investment which apply to each Fund.

11.3. Material Contracts

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by the Company and are, or may be, material:

(a) the ACD Agreement between the Company and the ACD;

(b) the Depositary Agreement between the Company, the ACD and the Depositary; and

(c) the Administration Agreement between the ACD and the Administrator.

Details of the above contracts are given under the heading "The Service Providers" in Section 2 of this Prospectus.

11.4. Complaints

Complaints concerning the operation or marketing of the Company or any of the Funds may be referred to the ACD at PO Box 373, Darlington, DL1 9RQ If a complaint

cannot be resolved satisfactorily with the ACD it may be referred to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. More details about the Financial Ombudsman Service are available from the ACD.

11.5. Notices to Shareholders

Any notices or documents will be served on Shareholders in writing by post to each Shareholder's postal address as recorded in the Register.

Execution

The ACD will execute purchases, sales and switches of shares in the Funds. However, the execution of purchases and sales of underlying investments will be undertaken by the Investment Adviser who is required to comply with its own execution policy. A copy of the LIP execution policy is available on request by either accessing the information on our web-site www.liontrust.co.uk

Voting

The ACD will delegate the exercise of voting rights in relation to underlying investments to the Investment Adviser who will vote in accordance with their voting policy. A copy of LIP's voting policy is available on request by accessing the information on our web-site www.liontrust.co.uk.

Strategy for the exercise of voting rights

A summary of the ACD's strategy for determining when and how voting rights attached to ownership of Scheme Property are to be exercised to the exclusive benefit of the Company is available at www.liontrust.co.uk.

Best Execution

Under the EU Markets in Financial Instruments Directive (MiFID) and COBS 11.2 of the FCA Handbook, the ACD is required to take all reasonable steps to obtain the best possible result (or "best execution") when executing orders on behalf of its clients. These rules require firms to put in place an execution policy which sets out how it will obtain best execution for its clients and to provide appropriate information to its clients on its order execution policy. A copy of the best execution policy is available on our web-site at www.liontrust.co.uk or upon request.

Pricing Errors

Where a pricing error occurs on the valuation of one of the Funds, the ACD will take no action if the impact is less than 0.5%. Where the impact of the pricing error is greater than 0.5% and is regarded as material, the ACD will take such action as to ensure that Shareholders are not disadvantaged as a result of the error. Notwithstanding the above, the ACD reserves the right to apply a de-minimus on payments of less than £10 per Shareholder before a compensation payment will be made.

Securities Financing Transactions Disclosures

The ACD is subject to the provisions of the European Regulation on Reporting and Transparency of Securities Financing Transactions ("SFTR"). Amongst other things, SFTR sets out certain disclosure requirements regarding the ACD's (and therefore the Investment Adviser's) use of certain securities financing transactions:

(a) The Funds may use securities financing transactions ("SFT", as defined in SFTR as a repurchase or reverse-repurchase transaction, securities or commodities lending and securities or commodities borrowing, a buy-sell back transaction or sell-buy back transaction or a margin lending transaction (in each case as further defined in SFTR)) for efficient portfolio management purposes and total return swaps ("TRS"). The Funds' use of SFT sand TRSs is consistent with its investment objective and policy and accordingly SFTs and TRSs may be used to reduce risk, reduce cost and/or generate additional capital or income with a risk level that is consistent with that of the Funds and the risk diversification rules laid down in the COLL Sourcebook.

(b) As is required by SFTR, the ACD will disclose in its annual report certain information regarding its use of SFTs and TRSs. Subject to the limitations referred to in (a) above, any assets of the Fund may be subject to SFTs or TRSs. 100% of the Fund's assets may be the subject of any STF or TRS with an expectation that at any time, no more than 20% of the Fund's assets may be subject to such arrangements.

(c) SFTs and TRSs will only be entered into with "approved counterparties" as defined in the FCA Handbook.

(d) As collateral in connection with SFTs and TRSs, the Fund will accept cash and government-issued bonds of any maturity that comply with the following criteria:

(i) Liquidity: bond collateral must be liquid and able to be traded at a price that is reasonably close to its pre-sale valuation;

(ii) Valuation: bond collateral must be capable of being valued on a daily basis, and assets that exhibit high price volatility shall not be accepted as collateral unless suitably conservative haircuts are in place;

(iii) Issuer credit quality: collateral must be of relatively low credit risk when received;

(iv) Correlation: collateral must be expected not to display a high correlation with the performance of the counterparty; and

(v) Diversification: collateral that is in a currency of a G-7 country or issued by a G-7 country with a long-term rating of AA- or higher from Standard & Poors is not subject to diversification requirements. Other collateral from any country or single issuer must not, in aggregate from all recipients, be more than 20% of the Fund's Net Asset Value.

Collateral received must be capable of being enforced by the Fund in the event of default without reference to or approval by the party providing the collateral.

(e) Exposures and collateral value will typically be marked to observable market values each business day. To the extent practicable, the prices will be determined from reputable pricing sources, reflecting recently traded prices.

Where the Fund has a contractual entitlement to receive a material amount of collateral as variation margin then the Fund has a policy to request delivery of collateral.

The entitlement of the Fund to receive collateral will be determined as a matter of contract. The Fund will typically endeavour to negotiate terms that allow the Fund to collect variation margin in respect of mark-to-market movements in favour of the Fund. However, in keeping with normal commercial practice of large dealers in SFTs and TRSs, it is common for the Fund to have to agree to deliver initial margin to dealer counterparties on SFTs and TRSs. This initial margin amounts to a debt obligation of the dealer and is a credit risk on that dealer. Any collateral entitlement of the Fund is typically calculated net of the initial margin requirement, meaning that the aggregate collateral received on the SFTs and TRSs will typically be less than the mark-to-market value in favour of the Fund.

(f) Any collateral obtained by the Funds pursuant to an SFT shall be valued in accordance with the ACD's valuation policy detailed in the section of this Prospectus entitled "Valuation" but subject to the ACD's haircut policy as described in the section of this Prospectus. Such haircut policy accounts for the fact that the valuation of the collateral or liquidity profile may deteriorate over time.

(g) The section of this Prospectus entitled "Risk" provides a description of the risks linked

to the use of derivatives together with liquidity risk and counterparty risk.

(h) The assets of the Funds that are subject to any SFT and TRS and any collateral received in connection with such arrangements are maintained by held via a tri-party collateral manager or are otherwise held in a segregated collateral account at Euroclear.

(i) The Fund will have a significant credit and operational risk exposure to its counterparties which will require the Fund to pool collateral to support its obligations in connection with certain of its financing arrangements.

This includes the credit risk created by the Fund delivering initial margin on SFTs and TRSs. Generally, counterparties will have the right to sell, pledge, re-hypothecate, assign, use or otherwise dispose of the collateral pooled by the Fund in connection with such transactions. Additionally, the Fund may lend securities on a collateralised or an uncollateralised basis.

(k) The reuse of collateral is limited by the COLL Sourcebook to certain asset classes. Further the reuse should not result in a change to the Funds' investment objectives to add substantial risks to the Funds' risk profile. The section of the Prospectus under Appendix II sets out the relevant diversification requirements.

(l) Income received from SFTs will either be retained by the Fund or in the case of stock lending may be split between the Fund and the ACD for the administration of the stock lending on behalf of the Fund and the Custodian who will manage the SFT activity.

12. INSTRUMENT OF INCORPORATION

12.1. Share Capital

The Company may from time to time issue Shares of different Classes, and the ACD may by resolution from time to time create additional Classes in respect of a Fund (whether or not falling within one of the Classes in existence on incorporation).

The ACD may by resolution from time to time create additional Funds with such investment objectives and such restrictions as to geographic area, economic sector, monetary zone or category of transferable security and denominated in such currencies as the ACD from time to time determines.

The special rights attaching to a Class are not (unless otherwise expressly provided by the conditions of issue of such Shares) deemed to be varied by:

(a) the creation, allotment or issue of further Shares of any Class ranking pari passu with them;

(b) the switch of Shares of any Class into Shares of another Class; or

(c) the creation, allotment, issue or redemption of Shares of another Class within the same Fund, provided that the interests of that other Class in the Fund represent fairly the financial contributions and benefits of Shareholders of that Class;

(d) the creation, allotment, issue or redemption of Shares of another Fund;

(e) the exercise by the ACD of its powers to reallocate assets, liabilities, expenses, costs or charges not attributable to one Fund or to terminate a Fund; or

(f) the passing of any resolution at a meeting of another Fund which does not relate to the Fund in which the Class is interested.

12.2. Transfer of Shares

A Shareholder is entitled (subject to as mentioned below) to transfer its Shares by transfer in writing in any usual or common form or in any other form as may be approved by the ACD. The instrument of transfer, duly stamped if it is required to be stamped, must be lodged with the Registrar for registration. The transferor remains the holder until the name of the transferee has been entered into the register.

No instrument of transfer may be given in respect of more than one Class.

In the case of a transfer to joint holders, the number of joint holders to whom a Share is to be transferred may not exceed four.

The ACD is not obliged to accept a transfer if it would result in the holder, or transferee, holding less than the minimum holding of Shares in the Class in question. In the case of the Z Class Shares, the ACD is not obliged to accept a transfer if the proposed transferee does not satisfy the relevant eligibility requirements.

The Company or the Registrar may require the payment of such reasonable fee as the ACD and the Company may agree for the registration of any grant of probate, letters of administration or any other documents relating to or affecting the title to any share.

12.3. Removal of ACD

The Company may by ordinary resolution remove the ACD before the expiration of its period of office, notwithstanding anything in the Instrument of Incorporation or in any agreement between the Company and the ACD, but the removal will not take effect until the FCA has approved it and a new ACD approved by the FCA has been appointed.

12.4. Proceedings at General Meetings

The Depositary shall nominate the chairman of a general meeting. If the nominated chairman is not present or declines to take the chair, the Shareholders may choose one of their number to be the chairman.

The chairman of any quorate meeting may with the consent of the meeting adjourn the meeting from time to time (or without date) and from place to place, and if he is directed by the meeting to adjourn he must do so. No business can be transacted at an adjourned meeting which might not lawfully have been transacted at the meeting from which the adjournment took place.

The Shareholders have rights under COLL to demand a poll. In addition to these, a poll may be demanded by the chairman of the meeting or by the ACD on any resolution put to the vote of a general meeting.

Unless a poll is required, a declaration by the chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book or computer record of proceedings will be conclusive evidence of that fact. If a poll is required, it shall be taken in such manner as the chairman may direct.

The chairman may take any action he considers appropriate for, for example, the safety of people attending a general meeting, the proper and orderly conduct of the general meeting or in order to reflect the wishes of the majority.

12.5. Corporations Acting by Representatives

Any corporation which is a Shareholder may by resolution of its Directors or any governing body and in respect of any Share or Shares of which it is the holder authorise such individual as it thinks fit to act as its representative at any general meeting of the Shareholders or of any Class meeting. The individual so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise in respect of such Share or Shares if it were an individual Shareholder and such corporation shall be deemed to be present in person at any such meeting if an individual so authorised is so present.

12.6. Powers of a Shareholders' Meeting

The ACD must, by way of an extraordinary resolution (i.e. a resolution notified and proposed as such and passed by a majority of not less than three-quarters of the votes validly cast), obtain prior approval from the Shareholders (or, where applicable, class of Shareholders) for any proposed change to the Company or any of its Funds which, in accordance with COLL, is a fundamental change. Such a fundamental change is likely to include:

(a) certain changes to the investment objective and policy of the Funds;

(b) the removal of the ACD;

(c) any proposal for a scheme of arrangement.

Other provisions of the Company's instrument of incorporation and this Prospectus may be changed by the ACD without the sanction of a shareholders' meeting in accordance with COLL.

12.7. Indemnity

The Instrument of Incorporation contains provisions indemnifying every Director, other officer and auditor against liability in certain circumstances and indemnifying the Depositary against liability in certain circumstances but not any liability in respect of failure by it to exercise due care and diligence or any liability which is recovered from another person.

13. RISK WARNINGS

Potential investors should bear in mind that all investments carry risks and in particular should consider the following risk factors before investing in the Company.

13.1. General

Past performance should not be seen as an indication of future performance. The investments of the Company are subject to normal market fluctuations and other risks inherent in investing in securities. Consequently, the value of Shares in all sub-Funds and the income derived from them can go down as well as up and as a result an investor may not get back the amount originally invested. This can be as a result of market movements and also variations on the exchange rates between currencies.

There is no assurance that any appreciation in value of investments will occur and no assurance that the investment objective of any Fund will actually be achieved.

Inflation will affect the future buying power of any investment. If the returns on an investment in the Company have not beaten the rate of inflation, such investment will have less buying power in the future.

13.2. Taxation

Tax regulations and concessions are not guaranteed and can change at any time. The levels of tax benefits and liabilities arising from an investment in the Company will depend upon individual circumstances and may change in the future. There is no guarantee that any Fund which is currently eligible for ISAs will remain so eligible in the future or that the tax advantages of ISAs will be maintained.

13.3. Effect of Preliminary Charge

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

Therefore, the Shares should be viewed as a medium to long term investment.

13.4. Effect of Performance Fees

The ACD may receive a performance fee from a Fund calculated as a percentage of the Fund's outperformance of its performance benchmark index on an annual basis (see Section 6 of this Prospectus). Performance fees may create an incentive for the ACD to make investments that are riskier or more speculative than would be the case in the absence of such incentive compensation arrangements. The performance fee payable to the ACD will be based on the cumulative performance of the Net Asset Value per Share of a Share Class as a whole (before deduction of any performance fee), including any income attributable to the cash assets of such Class and subscriptions and redemptions. The combination of daily subscriptions and redemptions and the changing cumulative performance of the Net Asset Value per Share in a Share Class may impact upon the performance fee incurred by Shareholders in different ways because of the timing of subscriptions, redemptions and holdings. In addition, the ACD's performance fee will be based on unrealised as well as realised gains. There can

be no assurance that such unrealised gains will, in fact, ever be realised or that Shareholders will experience identical returns.

13.5. Suspension of Dealings in Shares

Investors are reminded that in certain circumstances their right to redeem Shares may be suspended (see Section 5 of this Prospectus).

13.6. Charges to Capital

Where the investment objective of a Fund is to provide income combined with capital growth, some or all of the Fund's fees, charges and expenses (including any fee payable to the ACD) may be taken from the capital of the Fund. Charges deducted from capital will increase distributable income by the amount charged and the capital of the Fund will decrease by the same amount. Accordingly capital growth may be constrained or the capital eroded.

13.7. Currency Exchange Rates

Depending on an investor's currency of reference, currency fluctuations may adversely affect the value of an investment. Exchange rate changes may also cause the value of underlying overseas investments of a Fund and any income from them to go down as well as up.

13.8. Concentration Risk

Funds which invest in a narrow range of stocks or in specialised sectors may be more volatile than more broadly diversified Funds which may result in frequent rises and falls in the Funds' share price.

13.9. Market Risk

External factors can cause an entire asset class to decline in value. Prices and values of all shares or all bonds could decline at the same time.

13.10. Smaller Companies

Smaller companies' securities may be less liquid than the securities of larger companies as a result of inadequate trading volume or restrictions on trading. Smaller companies may possess greater potential for growth, but can also involve greater risks, such as limited product lines and markets, and financial or managerial resources. Trading in such securities may be subject to more abrupt price movements and greater fluctuations in available liquidity than trading in the securities of larger companies.

13.11. Overseas and Emerging Markets

Investment in overseas and in particular emerging markets may involve a higher than average risk due to the volatility of currency exchange rates, limited geographic focus, investment in a smaller number of issuers, political and economic instability and relative illiquid markets.

Restrictions on foreign investment in overseas or emerging markets may preclude investment in certain securities by certain Funds and, as a result, limit investment opportunities for the Funds. Substantial government involvement in, and influence on, the economy may affect the value of securities in certain overseas or emerging markets.

The reliability of trading and settlement systems in some overseas or emerging markets may not be equal to that available in more developed markets, which may result in delays in realising investment.

The lack of liquidity and efficiency in certain of the stock markets or foreign exchange markets in certain overseas or emerging markets may mean that from time to time ACD may experience more difficulty in purchasing or selling holdings of securities than it would in a more developed market.

Investors should consider whether or not investment in such Funds is either suitable for or should constitute a substantial part of an investors portfolios.

Companies traded in overseas or emerging markets may not be subject:

(a) to accounting, auditing and financial reporting standards, practices in disclosure requirements comparable to those applicable to companies in major markets; or

(b) to the same level of government supervision and regulation of stock exchanges as countries with more advanced securities markets. Accordingly, certain overseas or emerging markets may not afford the same level of investor protection as would apply in more developed jurisdictions.

13.12. Derivatives

Volatility

Because of the low margin deposits normally required in trading derivative instruments, a high degree of leverage is typical for trading in such instruments. As a result, the values of these investments may fluctuate significantly and this may lead to greater volatility in the price of a Fund. By holding these types of investments there is a risk of capital depreciation in relation to certain Fund assets but also the potential for capital appreciation of such assets. Investment in derivative transactions may result in losses in excess of the amount invested.

Failure to achieve the intended purpose

There is no guarantee that the performance of financial derivative instruments will result in a positive effect for a Fund and its investors. The use of financial derivative instruments may result in losses for investors.

There is no guarantee that a Fund will achieve the objective for which it enters into a transaction for the purposes of efficient portfolio management. For example, where a derivative is used for hedging purposes, there is a risk that the derivative may not be as highly correlated as expected with the position which is being hedged and the

derivative may have liquidity characteristics which differ from the position which is being hedged. This may result in losses for investors.

13.13. Particular Risks of Exchange Traded Derivative Transactions

Suspensions of Trading

Each securities exchange or derivatives market typically has the right to suspend or limit trading in all securities or derivatives which it lists. Such a suspension would render it impossible for a Fund to liquidate positions and, accordingly, expose a Fund to losses and delays in its ability to redeem Shares.

13.14. Particular Risks of OTC Derivative Transactions

Absence of regulation

In general, there is less governmental regulation and supervision of transactions in the OTC markets (in which currencies, forward, spot and option contracts, swaps and certain options on currencies are generally traded) than of transactions entered into on organised exchanges. In addition, many of the protections afforded to participants on some organised exchanges, such as the performance guarantee of an exchange clearing house, may not be available in connection with OTC transactions.

Counterparty risk

The Company may use one or more separate counterparties to undertake derivative transactions on behalf of a Fund and may be required to pledge collateral, paid from within the assets of the Fund, to secure such contracts. There may be a risk that a counterparty will wholly or partially fail to honour their contractual obligations under the arrangement. If a counterparty defaults in respect of its obligations to a Fund, the Fund may suffer losses as a result. The ACD assesses the creditworthiness of counterparties as part of the risk management process and will ordinarily hold collateral to mitigate this.

Where a Fund holds collateral of the counterparty, the counterparty will forfeit its collateral if it defaults on a transaction with the Fund and has liabilities to the Fund which the collateral may be applied to satisfy. However, in particular where the collateral is in the form of securities, there is a risk that the collateral will realise insufficient cash to settle the counterparty's obligations to the Fund. This may result in losses for investors.

Counterparty risk exposures will be aggregated across both financial derivative instruments and efficient portfolio management techniques.

As noted in section 3.26 of this Prospectus, the ACD uses a risk management process, as reviewed by the Depositary and filed with the FCA, enabling it to monitor and measure as frequently as appropriate the risk of a Fund's positions and their contribution to the overall risk profile of the Fund. Before using this process in connection with derivatives and forwards positions, the ACD will notify the FCA of the relevant details of the risk management process.

However, regardless of the measures a Fund may seek to implement to reduce counterparty credit risk there can be no assurance that a counterparty will not default or that a Fund will not sustain losses as result.

Any counterparty to a total return swap or other OTC derivative contract shall fall within one of the following categories:

(i) a credit institution which falls within any of the categories set down in UCITS regulation;

(ii) an investment firm authorised in accordance with MiFID; or

(iii) a group company of an entity issued with a bank holding company license from the Federal Reserve of the United States of America where that group company is subject to bank holding company consolidated supervision by that Federal Reserve

Any counterparty to an OTC derivative contract or a securities financing transaction shall be subject to an appropriate internal assessment carried out by the ACD, which shall include amongst other considerations, external credit ratings of the counterparty, the regulatory supervision applied to the relevant counterparty, country of origin of the counterparty and legal status of the counterparty.

Save where the relevant counterparty to the relevant securities financing transaction or OTC derivative contract is an Approved Credit Institution, where such counterparty (a) is subject to a credit rating by an agency registered and supervised by ESMA that rating shall be taken into account by the ACD in the credit assessment process; and (b) where a counterparty is downgraded to A-2 or below (or comparable rating) by the credit rating agency referred to in subparagraph (a) this shall result in a new credit assessment being conducted of the counterparty by the ACD without delay.

Absence of appropriate instruments

From time to time, the counterparties with which a Fund effects transactions might cease making markets or quoting prices in certain of the instruments. In such instances, the Fund might be unable to enter into a desired transaction in currencies or swaps or to enter into an offsetting transaction with respect to an open position, which might adversely affect its performance.

13.15. Interest Rate Risk

Some of a Fund's financial instruments may be interest bearing. As such, such fund will be exposed to interest rate risk due to fluctuations in the prevailing market rates.

Investment in Debt Securities

Many fixed income securities, including certain sovereign and corporate debt securities in which certain Funds may invest, contain call or buy-back features which permit the issuer of the security to call or repurchase it. If an issuer exercises such a "call option" and redeems the security the Fund in question may have to replace the called security with a lower yielding security, resulting in a decreased rate of return for the Fund.

Certain Funds may invest in securities where the execution of rights purchased involves discussion with liquidators or other parties representing the issuer and or lawyers and other professionals representing the interests and enforcement of creditor interests in such issuers.

The ACD will adjust the exposure of the affected Fund to various points of the yield curve, in line with its views of future inflation and interest rates and how these will cause the yield curve to move. This may mean a substantial portion of the affected Fund may be exposed to significant shifts in the interest rate curve.

The ACD will adjust the exposure of the affected Fund to different issuer types (e.g. governments, companies etc.), this may mean a substantial portion, or the entire Fund may be exposed to one issuer type at any one time and be particularly exposed to shifts in credit markets.

The proportion of investment (either directly or through derivative positions) in developed and emerging market countries will vary in accordance with the ACD's opinion on the relative attractiveness and accessibility of each market sector. This may mean a substantial portion of the affected Fund may be exposed to emerging markets.

13.16. Corporate Bonds

Corporate bonds are subject to credit, liquidity, duration and interest rate risks. Adverse changes in the financial position of an issuer of corporate bonds or in general economic conditions may impair the ability of the issuer to make payments of principal and interest or may cause the liquidation or insolvency of an issuer. There can be no assurance as to the levels of default and/or recoveries that may be experienced with respect to corporate bonds.

Debt instruments held by the Company will be affected by general changes in interest rates that will, in turn, result in increases and decreases in the market value of those instruments. When interest rates decline, the value of the Company's investments in fixed rate debt obligations can be expected to rise and, when interest rates rise or are expected to rise, the value of those investments can be expected to decline.

13.17. Convertibles

As convertibles are fixed interest or fixed dividend securities, they share in large part the same characteristics as normal debt securities and, accordingly, the risk factors set out above in the section entitled "Corporate Bonds" apply equally in relation to convertibles. However, in addition, as convertibles may be converted into equities at a future date, convertibles will be sensitive to the market value of the equities to which they relate (the market value of which may go down as well as up).

13.18. High Yield/Sub-Investment Grade Securities Risk

In certain Funds, investments will be made in debt securities of differing creditworthiness including government debt, investment grade instruments, high yield or speculative grade instruments, or unrated instruments. The proportion of investment in each of these groups (either directly or through derivative positions) will vary in accordance with the Investment Adviser's opinion on the relative

attractiveness and accessibility of each group. This may mean a substantial portion of the affected Fund may be exposed to instruments rated below investment grade or unrated.

Lower-rated securities will usually offer higher yields than higher-rated securities to compensate for the reduced creditworthiness and increased risk of default that these securities carry. Lower-rated securities generally tend to reflect short-term issuer and market developments to a greater extent than higher-rated securities which react primarily to fluctuations in the general level of interest rates. During an economic downturn or a sustained period of rising interest rates, highly leveraged issuers of high yield securities may experience financial stress and may not have sufficient revenues to meet their interest payment obligations. There are fewer investors in lower-rated securities, and it may be harder to buy and sell securities at an optimum time.

13.19. Contingent Convertible Instruments

Contingent convertible securities ("CoCos") are a form of hybrid debt security that are intended to either convert into equity or have their principal written down upon the occurrence of certain 'triggers' linked to regulatory capital thresholds or where the issuing banking institution's regulatory authorities question the continued viability of the entity as a going-concern. CoCos will have unique equity conversion or principal write-down features which are tailored to the issuing banking institution and its regulatory requirements. Some additional risks associated with CoCos are set forth below:

- Loss absorption risk: CoCo features have been designed to meet specific regulatory requirements imposed on banking institutions. In particular, CoCos can be converted into equity of the issuing banking institution or have their principal written down if their regulatory capital ratio falls below a pre-determined level or when the relevant regulatory authority deems the banking institution being non-viable. In addition those hybrid debt instruments have no stated maturity and fully discretionary coupons. This means coupons can potentially be cancelled at the banking institution's discretion or at the request of the relevant regulatory authority in order to help the bank absorb losses.

- Subordinated Instruments. CoCos will, in the majority of circumstances, be issued in the form of subordinated debt instruments in order to provide the appropriate regulatory capital treatment prior to a conversion. Accordingly, in the event of liquidation, dissolution or winding-up of an issuer prior to a conversion having occurred, the rights and claims of the holders of the CoCos, such as the Funds, against the issuer in respect of or arising under the terms of the CoCos shall generally rank junior to the claims of all holders of unsubordinated obligations of the issuer. In addition, if the CoCos are converted into the issuer's underlying equity securities following a conversion event, each holder will be subordinated due to their conversion from being the holder of a debt instrument to being the holder of an equity instrument.

- Market Value will fluctuate based on unpredictable factors. The value of CoCos is unpredictable and will be influenced by many factors including, without limitation (i) the creditworthiness of the issuer and/or fluctuations in such

issuer's applicable capital ratios; (ii) supply and demand for the CoCos; (iii) general market conditions and available liquidity and (iv) economic, financial and political events that affect the issuer, its particular market or the financial markets in general.

APPENDIX A: DETAILS OF THE FUNDS

NAME	LIONTRUST MONTHLY INCOME BOND FUND
FCA Product Reference ("PRN")	635505
Investment objective and policy	The Fund aims to produce a monthly income yield and the prospect of capital growth by investing in a portfolio of assets which predominantly comprises corporate bonds, and also includes government bonds, whilst at the same time actively managing the interest rate exposure of the Fund. The Fund will pay interest distributions monthly. The Fund will hold investment-grade sterling corporate bonds, government bonds, non-sterling investment-grade corporate bonds and relevant derivative instruments. In addition the Fund may also invest from time to time in sub-investment grade bonds, covered bonds and preference shares. The Fund may also invest in collective investment schemes, other transferable securities and other debt instruments, cash and near cash deposits, warrants and money-market instruments. **The Fund may enter into derivative and forward transactions for the purposes of efficient portfolio management (including hedging) ("EPM") and for investment purposes. Currency exposure in the fund will predominantly be hedged back into sterling through forward currency transactions. The specific aims of EPM are the reduction of risk, the reduction of cost or the generation of additional capital or income with a risk level which is consistent with the risk profile of the Fund and the risk diversification rules laid down in COLL. The use of derivative and forward transactions for the purpose of meeting the Fund's investment objectives will lower the risk profile of the Fund.** Income payments in respect of Class B Income Shares, Class B Accumulation Shares, Class P Income Shares, Class P Accumulation Shares and Class Z Accumulation Shares in this Fund will be smoothed during the accounting year with the balance of income (if any) being paid in respect of the final distribution period of the relevant annual accounting period. For UK tax purposes, the Fund is classified as Bond Fund.
Launch Date	14th June 2010
Accounting Dates	31st December and 30th June

NAME	LIONTRUST MONTHLY INCOME BOND FUND
Income Allocation Dates	31st January , 28th February, 31st March, 30th April, 31st May, 30th June, 31st July, 31st August, 30th September, 31st October, 30th November and 31st December..
Distribution Type	Interest
Valuation Point	12 noon on each UK business day
Base Currency	GBP
ISA Status	Qualifying investment for stocks and shares ISA
Share Class	B Class Shares (Retail and Institutional Investors)
Eligibility Requirements	B Class Shares are intended for retail and institutional investors.
Type of Shares	Income and accumulation
Preliminary Charge	Current: Nil
Redemption Charge	Current: Nil
Switching Charge	"Free" switching (i.e. no switching charge applies) for any Switch of Shares.
Annual Management Charge	Current: 0.50% 100% of the annual management charge for this Fund will be charged to capital.
Performance Fee	No performance fee is applicable to this share class.
Administration Fee	0.15% 100% of the Administration Fees for this Share Fund will be charged to income.
Other Expenses	All other fees, charges and expenses incurred by the Company which are allocated to this Fund will be charged to income.
Estimated Rates of	Offer basis: 0.75%

NAME	LIONTRUST MONTHLY INCOME BOND FUND		
Dilution Adjustment	Bid basis: 0.75%		
Investment Minima		Net/Gross income	Net/Gross accumulation
	Initial Lump Sum	£1,000	£1,000,
	Holding	£1,000	£1,000
	Top-up	£250	£250
	Switching	£1,000	£1,000
	Redemptions	Lower of £1,000 and total remaining holding	Lower of £1,000 and total remaining holding
Share Class	P Class Shares (Performance Fee)		
Eligibility Requirements	P Class Shares are intended for institutional investors.		
Type of Shares	Income and accumulation		
Preliminary Charge	Current: Nil		
Redemption Charge	Current: Nil		
Switching Charge	"Free" switching (i.e. no switching charge applies) for any Switch of Shares.		
Annual Management Charge	Current: 0.20% 100% of the annual management charge for this Fund will be charged to capital.		

NAME	LIONTRUST MONTHLY INCOME BOND FUND
Performance Benchmark	iBoxx 5- 15 Year Sterling Corporates[1]
Performance Fee	General details in relation to the operation of the performance fee for this Fund are set out in Appendix B. Specific details in relation to the operation of the performance fee for this Fund are: Performance Fee Rate: 20% for outperformance of Performance Benchmark Index on an annual basis. Outperformance Cap Level: 6.25% for the purpose of calculating the Performance Fee payable in respect of any performance period. The Performance Fee for this Fund will be charged to capital.
Administration Fee	0.15% 100% of the Administration Fees for this Share Fund will be charged to income.
Other Expenses	100% of all other fees, charges and expenses incurred by the Company which are allocated to this Fund will be charged to income.
Estimated Rates of Dilution Adjustment	Offer basis: 0.75% Bid basis: 0.75%
Investment Minima	Net/Gross income: Initial Lump Sum £1,000,000; Holding £1,000,000 Net/Gross accumulation: Initial Lump Sum £1,000,000; Holding £1,000,000

[1] In accordance with the EU Benchmark Regulations, the Fund is a "user" of a benchmark and is required to disclose the Index administrator's registration with ESMA. As at the date of this prospectus, the administrator of the Index, namely iBoxx is availing of the transitional arrangements afforded under Regulation (EU) 2016/1011 (the "Benchmark Regulation") and accordingly does not appear on the register of administrators and benchmarks maintained by ESMA pursuant to Article 36 of the Benchmark Regulation.

NAME	LIONTRUST MONTHLY INCOME BOND FUND		
	Top-up	£250,000	£250,000
	Switching	£1,000,000	£1,000,000
	Redemptions	Lower of £250,000 and total remaining holding	Lower of £250,000 and total remaining holding
Share Class	Z Class Shares		
Eligibility Requirements	Z Class Shares are intended for institutional investors and are available only to the Liontrust Asset Management PLC group of companies and other vehicles promoted by them and to such other persons as the ACD may determine at its sole discretion.		
Type of Shares	Income and accumulation		
Preliminary Charge	Current: Nil		
Redemption Charge	Current: Nil		
Switching Charge	"Free" switching (i.e. no switching charge applies) for any Switch of Shares.		
Annual Management Charge	Current: Nil		
Performance Fee	No performance fee is applicable to this share class.		
Administration Fee	0.15% 100% of the Administration Fees for this Share Fund will be charged to income.		
Other Expenses	100% of all other fees, charges and expenses incurred by the Company which are allocated to this Fund will be charged to income.		
Estimated Rates of Dilution Adjustment	Offer basis: 0.75% Bid basis: 0.75%		

NAME	LIONTRUST MONTHLY INCOME BOND FUND		
Investment Minima		Net/Gross income	Net/Gross accumulation
	Initial Lump Sum	£5,000,000	£5,000,000
	Holding	£5,000,000	£5,000,000
	Top-up	£250,000	£250,000
	Switching	£5,000,000	£5,000,000
	Redemptions	Lower of £250,000 and total remaining holding	Lower of £250,000 and total remaining holding

NAME	LIONTRUST STRATEGIC BOND FUND
FCA Product Reference ("PRN")	803948
Investment objective and policy	The investment objective of Liontrust Strategic Bond Fund is to maximise total returns over the long term (at least 5 years) through a combination of income and capital growth. To achieve this aim, the Fund will invest in bond and credit instruments worldwide (including developed and emerging markets) and may invest up to 40% of its net assets in what the Investment Manager considers to be emerging markets. Investment in bonds will primarily be direct but may also be indirect via derivatives (specifically total return swaps and embedded derivatives). The Fund will also use derivatives (specifically currency forwards, credit default swaps, interest rate swaps, futures, options and embedded derivatives), to manage the Fund's credit, currency and duration exposures as described further below.

NAME	LIONTRUST STRATEGIC BOND FUND
	For the purposes of the Fund, emerging market countries can be defined as all the countries in the world other than those classified as "advanced" by the International Monetary Fund ("IMF"). Emerging market countries are generally located in Asia, Africa, the Middle East, Latin America and the developing countries of Europe. The Fund will invest in government bond and credit markets through investments in debt securities , namely bonds which may be fixed or floating rate, corporate or sovereign, inflation or index linked bonds and other forms of securitised debt (including embedded) such as credit linked notes, mortgage or other asset backed debt instruments. Investments will be made in debt securities of differing creditworthiness (including sovereign debt, investment grade instruments, high yield or speculative grade instruments, or unrated instruments) issued by governments, corporate issuers and borrowers in developed and emerging market countries and those of, or guaranteed by, supranational, national and local governments and government related entities in such countries. The Fund's investments will generally be broadly diversified, however at times (i.e. where market factors dictate) the fund manager may choose to hold a portfolio with concentrated exposure to certain instrument types, issuer types, creditworthiness, duration or geography. In normal market conditions, the majority of the Fund's investments will be in bond and credit markets, although it is possible that at certain times, (i.e. where market factors dictate or at times of significant subscription and redemptions in the Fund), a substantial portion, or the entire Fund could be invested in cash or cash equivalents (such as money-market Instruments, treasury bills, certificates of deposit, commercial paper). Investment will be made in debt securities denominated in hard currencies (including the US Dollar, Euro and the currencies of the developed countries) and may invest up to 25% of the fund in

NAME	LIONTRUST STRATEGIC BOND FUND
	soft currencies (for example, emerging markets). The majority of currency exposure will be hedged using currency forwards with a 10% aggregate unhedged limit. **The Fund may enter into derivative and forward transactions for the purposes of efficient portfolio management (including hedging) ("EPM") and for investment purposes. Currency exposure in the fund will predominantly be hedged back into sterling through forward currency transactions. The Fund will also use credit derivatives (CDSs) and bond futures to manage credit and duration exposures. The Fund may also use derivatives to create synthetic long positions (indirect exposure to bonds) where the Investment Adviser believes it is in the best interests of the Fund to do so. The specific aims of EPM are the reduction of risk, the reduction of cost or the generation of additional capital or income with a risk level which is consistent with the risk profile of the Fund and the risk diversification rules laid down in COLL. The use of derivative and forward transactions for the purpose of meeting the Fund's investment objectives will, in most market conditions, lower the risk profile of the Fund. However, in times of exceptional market conditions, the use of derivatives could have the effect of increasing the risk profile of the Fund, but not beyond the prescribed risk limits as described in section 3.** For UK tax purposes, the Fund is classified as a Bond Fund.
Launch Date	8th May 2018
Accounting Dates	31st December and 30th June
Income Allocation Dates	28th February, 31st May, 31st August, 30th November
Distribution Type	Interest
Valuation Point	12 noon on each UK business day
Base Currency	GBP
ISA Status	Qualifying investment for stocks and shares ISA

NAME	LIONTRUST STRATEGIC BOND FUND		
Share Class	B Class Shares (Retail and Institutional Investors)		
Eligibility Requirements	B Class Shares are intended for retail and institutional investors.		
Type of Shares	Gross income and gross accumulation		
Preliminary Charge	Current: Nil		
Redemption Charge	Current: Nil		
Switching Charge	"Free" switching (i.e. no switching charge applies) for any Switch of Shares.		
Annual Management Charge	Current: 0.55% 100% of the annual management charge for this Fund will be charged to income.		
Performance Fee	No performance fee is applicable to this share class.		
Administration Fee	0.15% 100% of the Administration Fees for this Share Fund will be charged to income.		
Other Expenses	All other fees, charges and expenses incurred by the Company which are allocated to this Fund will be charged to income.		
Estimated Rates of Dilution Adjustment	Offer basis: 0.25% Bid basis: 0.25%		
Investment Minima		Income	Accumulation
	Initial Lump Sum	£1,000	£1,000
	Holding	£1,000	£1,000
	Top-up	£500	£500
	Switching	£1,000	£1,000
	Redemptions	Lower of £1,000 and total	Lower of £1,000 and total

NAME	LIONTRUST STRATEGIC BOND FUND
	remaining holding: £50,000,000 / remaining holding: £50,000,000
Share Class	M Class Shares (Mandate)
Eligibility Requirements	M Class Shares are intended for investors that satisfy the investment minima set out below.
Type of Shares	Gross income and gross accumulation
Preliminary Charge	Current: Nil
Redemption Charge	Current: Nil
Switching Charge	"Free" switching (i.e. no switching charge applies) for any Switch of Shares.
Annual Management Charge	Current: 0.35% 100% of the annual management charge for this Fund will be charged to income.
Performance Fee	No performance fee is applicable to this share class.
Administration Fee	0.15% 100% of the Administration Fees for this Share Fund will be charged to income.
Other Expenses	100% of all other fees, charges and expenses incurred by the Company which are allocated to this Fund will be charged to income.
Estimated Rates of Dilution Adjustment	Offer basis: 0.25% Bid basis: 0.25%
Investment Minima	Initial Lump Sum: Income £50,000,000 / Accumulation £50,000,000 Holding: Income £50,000,000 / Accumulation £50,000,000 Top-up: Income £1,000,000 / Accumulation £1,000,000

NAME	LIONTRUST STRATEGIC BOND FUND		
	Switching	£1,000,000	£1,000,000
	Redemptions	Lower of £250,000 and total remaining holding	Lower of £250,000 and total remaining holding

Historical Performance Data – Liontrust Monthly Income Bond Fund

Data below relates to the Liontrust Monthly Income Bond Fund; there is not currently any past performance data for the Liontrust Strategic Bond Fund.

Share Class B Acc

December 2013 to December 2014	December 2014 to December 2015	December 2015 to December 2016	December 2016 to December 2017	December 2017 to December 2018
7.36%	1.46%	9.49%	8.81%	-3.02%

Share Class B Income

December 2013 to December 2014	December 2014 to December 2015	December 2015 to December 2016	December 2016 to December 2017	December 2017 to December 2018
7.44%	1.45%	9.42%	8.87%	-3.04%

Share Class P Acc

December 2013 to December 2014	December 2014 to December 2015	December 2015 to December 2016	December 2016 to December 2017	December 2017 to December 2018
7.74%	1.69%	9.81%	8.34%	-2.82%

Share Class P Income

December 2013 to December 2014	December 2014 to December 2015	December 2015 to December 2016	December 2016 to December 2017	December 2017 to December 2018

7.62%	1.69%	9.77%	8.42%	-2.75%

Share Class Z

December 2013 to December 2014	December 2014 to December 2015	December 2015 to December 2016	December 2016 to December 2017	December 2017 to December 2018
7.87%	2.05%	9.97%	9.30%	-2.52%

Notes: Source: Financial Express Analytics, total return, bid to bid, data to 31st December 2018.

The data above allows for distributions to be reinvested.

Past performance is not an indication of future performance.

APPENDIX B: CALCULATION OF PERFORMANCE FEES

GENERAL

In addition to the annual investment management charge, a performance fee is payable to the ACD in respect of every Share Class within each Fund unless otherwise stated in Appendix A (the "**Performance Fee**"). The Performance Fee becomes due in the event that the NAV per Share of the relevant Share Class (after allowance for all fees, charges and expenses, but excluding any preliminary charge and dilution adjustment) outperforms the performance benchmark index for the relevant Share Class as identified in Appendix A (the "Performance **Benchmark Index**") over the relevant performance period.

The performance period for each Fund is from the Valuation Point on the last Dealing Day of the previous annual accounting period to the Valuation Point on the last Dealing Day of the current annual accounting period each year. However, the performance period of any Fund will end earlier if the Company, the relevant Fund or Share Class (in the case of that Fund or Share Class only) is wound up or the ACD Agreement terminates at a time other than the Valuation Point of the last Dealing Day of the current annual accounting period.

The rate of Performance Fee applicable to each Share Class (the "**Performance Fee Rate**") is set out in Appendix A. The Performance Fee is payable annually in arrears following the end of the performance period, or otherwise upon the date that the Company, the relevant Fund or Share Class is wound up.

The Performance Fee is calculated based upon the difference between the NAV per Share at the Valuation Point on the last Dealing Day of the previous performance period and the NAV per Share on the last Dealing Day of the current performance period (after allowance for all fees, charges and expenses, but excluding any preliminary charge and dilution adjustment) in excess of the performance of the Performance Benchmark Index over the same period, multiplied by the weighted average number of Shares of the relevant Class in issue throughout the performance period.

The weighted average number of Shares of the relevant Class in issue is calculated as the total number of Shares of the relevant Class in issue on each Dealing Day of the performance period divided by the number of Dealing Days in such performance period.

The Performance Fee will be calculated using the NAV per Share before accrual for any Performance Fee and after adding back any distributable income earned during such performance period to the extent that such distributable income has ceased to be accrued in the NAV per Share as at the last Dealing Day of the relevant performance period. For the avoidance of doubt, the amount of distributable income which will be added back in calculating the Performance Fee will therefore include the amount of taxation which has been deducted by the Company in respect of such income.

The published NAV per Share of any Share Class will include an accrual for any Performance Fee accrued from the commencement of the relevant performance period up to the relevant Valuation Point. For these purposes, the Performance Fee will be calculated on each Dealing Day on the basis of (i) the difference between the NAV per

Share on such Dealing Day and the NAV per Share on the first Dealing Day of the performance period (before accrual for any Performance Fee in both cases) and (ii) the percentage difference between the Benchmark Index on such Dealing Day and the Performance Benchmark Index on the first Dealing Day of the performance period.

The Performance Fee accrual will never fall below zero and will never exceed any applicable outperformance cap level.

If a Performance Benchmark Index ceases to be produced, the Performance Benchmark Index shall be such replacement index or indices as the Company, with the approval of the Depositary, may determine. In any other case, the ACD shall be entitled to change the Performance Benchmark Index for a Share Class or Fund only with the prior approval by way of an extraordinary resolution of the Shareholders of the relevant Share Class or Fund.

Any outperformance of the Performance Benchmark Index will be capped at a maximum rate for the purposes of payment of any Performance Fee. The level of the cap varies by Share Class and the level applying to each Share Class is set out in Appendix A. Where the relevant Share Class has outperformed its Performance Benchmark Index in excess of the stated capped level no additional Performance Fee will be payable.

Since the NAV per Share may differ between Share Classes within each Fund, separate Performance Fee calculations will be carried out for each Share Class and each Share Class may therefore be subject to different amounts of Performance Fee.

Performance Fee computations are made by the Administrator and audited at the end of each annual accounting period by the Auditor of the Company. The Company may make such adjustments of accruals as it deems appropriate to ensure that the accrual represents fairly and accurately the Performance Fee liability that may eventually be payable by the Fund or Share Class to the ACD.

Once a Performance Fee has been paid to the ACD following the end of a performance period, any subsequent underperformance will not result in any Performance Fee being repayable by the ACD. The Performance Fee payable to the ACD is based on net realised and net unrealised gains and losses at the end of each calculation period and as a result, the Performance Fee may be paid on unrealised gains which may subsequently never be realised.

As the Performance Fee is based on outperformance of a designated Performance Benchmark Index, a Performance Fee may be charged where a NAV per Share has fallen but to a lesser extent than the Performance Benchmark Index.

Any change to the Performance Fee Rate or basis on which it is calculated will require prior notice to all Shareholders of the relevant Share Class or Fund of not less than 60 days before the new rate or basis may commence. Appendix A of this Prospectus will also be revised at such time to reflect the changes. Any increase in the Performance Fee Rate applicable to a Share Class or Fund will also require prior approval by way of an ordinary resolution of the Shareholders of the relevant Share Class or Fund.

WORKED EXAMPLE

To illustrate the effect that the Performance Fee may potentially have on the NAV per Share, examples of four performance periods are shown below. These examples are provided for illustrative purposes only and should not be interpreted as an indication of future performance.

Investors should note that the examples below are included so that they may understand the methodology of the Performance Fee calculation. They are not intended to provide an exact calculation of the amount of Performance Fee payable to the ACD since this will depend upon the weighted average number of Shares in issue throughout the relevant performance period. In addition, and as outlined above, the Performance Fee accrues on an ongoing daily basis and is included within the daily published NAV per Share. Accordingly, at the end of the performance period, the published NAV per Share is not subject to a one-off Performance Fee adjustment relating to the whole performance period.

Further information on the Performance Fee calculation is available from the ACD upon request.

Period 1

For illustrative purposes, the performance period commences on 1st January 2012 with an assumed NAV per Share of 100p and an assumed Performance Benchmark Index outperformance cap of 6.25%.

Between 1st January 2012 and 31st December 2012, the Performance Benchmark Index goes up by 10%. In the same period, the NAV per Share of the relevant Class goes up by 15% from 100p to 115p per Share.

A Performance Fee will be payable as the Share Class has outperformed the Performance Benchmark Index over the performance period.

The Performance Fee is based upon the performance of the relevant Share Class less the performance of the Performance Benchmark Index i.e. 15% - 10% = 5%. The Performance Fee per Share is calculated by multiplying the outperformance in the relevant NAV per Share over the Performance Benchmark Index (l00p x 5% = 5p) by the Performance Fee Rate (20%) i.e. 1p per Share. The total Performance Fee payable to the ACD is calculated by multiplying the Performance Fee per Share (1p) by the weighted average number of Shares in the relevant Class in issue over the performance period.

On 31st December 2012 (assuming such day is a Dealing Day), the NAV per Share, before deduction of any Performance Fee is 115p. The NAV per Share on 31st December 2012 (the last day of the performance period) after deduction of the Performance Fee is 115p — 1p = 114p. This will be the opening NAV per Share for the second performance period.

Period 2

For the second performance period, commencing 1st January 2013, the starting NAV per Share for that performance period will be 114p. Between 31st December 2012 and 31st December 2013, the Performance Benchmark Index goes down by 20%. In the same

period, the NAV per Share of the relevant Class goes down by 10% from 114p to 102.6p.

A Performance Fee will be payable as the Share Class has outperformed the Performance Benchmark Index over the performance period.

The Performance Fee is based upon the performance of the relevant Share Class less the performance of the Performance Benchmark Index i.e. - 10% - -20% = 10%. The Performance Fee per Share is calculated by multiplying the outperformance in the relevant NAV per Share over the Performance Benchmark Index (114p x 6.25% (capped) = 7.13p) by the Performance Fee Rate (20%) i.e. 1.43p per Share. The total Performance Fee payable to the ACD is calculated by multiplying the Performance Fee per Share (1.43p) by the weighted average number of Shares in the relevant Class in issue over the performance period.

On 31st December 2012 (assuming such day is a Dealing Day), the NAV per Share, before deduction of any Performance Fee is 102.6p. The NAV per Share on 31st December 2012 (the last day of the performance period) after deduction of the Performance Fee is 102.6p – 1.43p = 101.17p. This will be the opening NAV per Share for the third performance period.

Period 3

For the third performance period commencing 31st December 2013, the starting NAV per Share will be 101.17p.

Between 31st December 2013 and 31st December 2014, the Performance Benchmark Index goes up by 5%. In the same period, the NAV per Share of the relevant Class goes down by 6% from 101.17p to 95.10p.

In this example, no Performance Fee will be payable since the relevant Share Class has underperformed the Performance Benchmark Index by 11% (-6% + -5%).

On 31st December 2014 (assuming such day is a Dealing Day), the NAV per Share, before deduction of any Performance Fee is 95.10p. The NAV per Share on 31st December 2014 (the last day of the performance period) remains at 95.10p because there is no deduction made for any Performance Fee.

Period 4

For the fourth performance period, commencing on 31st December 2014, the starting NAV per Share will be 95.10p.

Between 31st December 2014 and 31st December 2015, the Performance Benchmark Index goes up by 2%. In the same period, the NAV per Share of the relevant Class goes up by 15% from 95.10p to 109.37p.

A Performance Fee will be payable as the Share Class has outperformed the Performance Benchmark Index over the performance period.

The Performance Fee is based upon the performance of the Share Class less the performance of the Performance Benchmark Index i.e. 15% - 2% = 13%. The

Performance Fee per Share is calculated by multiplying the outperformance in the relevant NAV per Share over the Performance Benchmark Index (95.10p x 6.25% (capped) = 6p) by the Performance Fee Rate (20%) i.e. 1.19p per Share. The total Performance Fee payable to the ACD is calculated by multiplying the Performance Fee per Share (1.19p) by the weighted average number of Shares in the relevant Class in issue over the performance period.

On 31st December 2015 (assuming such day is a Dealing Day), the NAV per Share, before deduction of any Performance Fee is 109.37p. The NAV per Share on 31st December 2015 (the last day of the performance period) after deduction of the Performance Fee is 109.37 - 1.19p = 108.18p. This will be the opening NAV per Share for the following performance period.

Calculation

The following worked example summarises the four examples above and shows the effect that the Performance Fee may have on the NAV per Share over a four year period basis. This example is provided for illustrative purposes only and should not be interpreted as an indication of future performance. In addition, and as outlined above, the Performance Fee accrues on an ongoing daily basis and is included within the daily published NAV per Share. Accordingly, at the end of the performance period, the published NAV per Share is not subject to a one-off Performance Fee adjustment relating to the whole performance period.

Period:	**1**	**2**	**3**	**4**
NAV per Share on first Dealing Day of the performance period.	100p	114p	101.17p	95.10p
NAV per Share on the last Dealing Day of the performance period (i.e. 31 December) before deduction of Performance Fee	115p	102.6p	95.10p	109.37p
NAV Increase/Decrease (%)	(115p - 100p)/100p = +15%	(102.6p — 114p)/114p = -10%	(95.10p — 101.17p)/101.17p= -6%	(109.37p — 95.10p)/95.10p = +15%
Performance Benchmark Index on first day of performance period	5,500.00	6,050.00	4,840.00	5,082.00
Performance Benchmark Index on last day of performance period	6,050.00	4,840.00	5,082.00	5,183.64
Performance Benchmark Index Increase/Decrease (%)	(6050.00 - 5,500.00) /5,500.00 = +10%	(6050.00 — 4,840.00) /6,050.00 = -20%	(5,082.00 - 4,840.00) /4,840.00 = +5%	(5,183.64 - 5,082.00) /5,082.00 = +2%
Outperformance of NAV per Share compared to Performance Benchmark Index	+15% - +10% = +5%	-10% - -20% = +10%	-6% + -5% = -11%	+15% - +2% = +13%
Performance Fee Payable?	YES	YES	NO	YES
Performance Fee Rate	20%	20%	20%	20%
Performance Fee per Share payable (i.e. NAV per Share on first day of performance period x Percentage Rate of Outperformance x	(l00p x 5%) x 20% = 1p per Share	(114p x 6.25%) x 20% = 1.43p per Share	0p per Share	(95.10p x 6.25%) x 20% = 1.19p per Share

Performance Fee Rate)				
NAV per Share on the last Dealing Day of the performance period after deduction of Performance Fee	115p – 1p = 114p	102.6p – 1.43p = l01.17p	95.10 p – 0p = 95.10p	109.37p – 1.19p = 108.18p

LARGE NET CANCELLATION OF SHARES

The use of weighted average number of Shares in the calculation of the Performance Fee can lead to instability in the Share Price calculation if there is a large net cancellation of Shares in a Fund in the period between one Valuation Point and the following Valuation Point ("Valuation Period"). A large net cancellation of Shares is defined for these purposes as a net cancellation of Shares in a Fund having a value of 1 per cent. or more of the relevant Fund's NAV which occurs in a Valuation Period, whether at the request of a single Shareholder or of a number of Shareholders.

To mitigate the effects that a large net cancellation of Shares may have on the calculation of the Share Price of the relevant Fund, any Performance Fee that has accrued from the commencement of a performance period up to (and including) the Valuation Point falling at the end of a Valuation Period during which a large net cancellation of Shares has occurred in respect of the Shares that are cancelled during such Valuation Period (after accounting for any Shares in the relevant Fund that are issued during the same Valuation Period) shall crystallise on the Valuation Point falling at the end of the relevant Valuation Period and shall become payable to the ACD as soon as reasonably practicable after determination by the Administrator of the amount of such Performance Fee or otherwise upon the date that the Company or the relevant Fund is wound up, irrespective of any underperformance that may occur during the remainder of the performance period in respect of the remaining Shares in the relevant Fund.

Worked Example

Assume that at V2 (being a Valuation Point) a Fund has in issue 1,000,000 Shares and that the published NAV per Share is 120p, of which 20p represent the Performance Fee accrued from the commencement of the relevant performance period up to (and including) V2.

Assume that in the Valuation Period from V1 (i.e. the Valuation Point immediately preceding V2) and V2 the Fund issues 50,000 Shares and cancels 300,000 Shares, thus resulting in a net cancellation of 250,000 Shares in the relevant Valuation Period. Such net cancellation of Shares would constitute a large net cancellation of Shares for the purposes of this Appendix B because the value of the Shares that are cancelled in the relevant Valuation Period (after accounting for the Shares that are issued during the same Valuation Period) exceeds 1 per cent. of the Fund's NAV (120p X (300,000 Shares - 50,000 Shares) = £300,000, which represents 25 per cent. of the Fund's NAV of £1.2 million).

A Performance Fee equal to £50,000 (i.e. 20p X (300,000 Shares - 50,000 Shares)) would therefore crystallise at V2 and would become payable as soon as reasonably practicable after determination by the Administrator of the amount of such Performance Fee or otherwise upon the date that the Company or the relevant Fund is wound up.

Even if the remaining Shares in the Fund underperformed the Fund's Performance Benchmark Index during the remainder of the performance period, the ACD would be entitled to be paid or retain (as the case may be) the £50,000 crystallised Performance Fee.

APPENDIX C: ELIGIBLE SECURITIES AND DERIVATIVES MARKETS

Part I – Eligible Securities Markets

The Funds may deal through the securities markets indicated below.

Any authorised and regulated market in the UK and the European Economic Area which fulfils the requirements of the eligible markets regime as set out in COLL 5.
Australia - Australian Securities Exchange (ASX)
Bermuda - Bermuda Stock Exchange (BSX)
Brazil - BM&F Bovespa S.A.
Canada – Canadian Stock Exchange (CSE) - The Montreal Stock Exchange - Canada OTC Market Canada Government Bond Market–Toronto Stock Exchange (TSX) – TSX Venture Exchange
Chile - Bolsa de Comercio De Santiago
China- Shanghai Stock Exchange (SSE) - Shenzhen Stock Exchange (SZSE)
Columbia - Bolsa de Valores de Columbia (BVC)
Dubai - Dubai Financial Market (DFM) - NASDAQ Dubai
Egypt - Egyptian Exchange (EGX)

Hong Kong - Hong Kong Stock Exchange (HKEx)
India - Bombay Stock Exchange (BSE) - National Stock Exchange of India Limited (NSEI)
Indonesia - Indonesia Stock Exchange (IDX)
Israel - Tel-Aviv Stock Exchange (TASE)
Japan - Fukuoka Stock Exchange (FSE) - JASDAQ Securities Exchange - Nagoya Stock Exchange (NSE) - Osaka Securities Exchange (OSE) - Sapporo Securities Exchange (SSE) –Tokyo Stock Exchange (TSE)
Korea (South) - Korea Exchange (KRX) - KOSDAQ
Malaysia – Bursa Malaysia Berhad (MYX)
Mexico - Bolsa Mexicana de Valores (BMV)
New Zealand - NZX
Peru - Bolsa de Valores de Lima (BVL)

Philippines - The Philippine Stock Exchange (PSE)
Singapore - Singapore Exchange (SGX)
South Africa - Johannesburg Stock Exchange (JSE)
Switzerland - SIX Swiss Exchange
Taiwan - Taipei Exchange - Taiwan Stock Exchange (TWSE)
Thailand - Stock Exchange of Thailand (SET)
Turkey - Istanbul Stock Exchange (ISE)
USA - American Stock Exchange (AMEX) - Chicago Stock Exchange (CHX) - NASDAQ - NASDAQ OMX BX - NASDAQ OMX PHLX - National Stock Exchange (NSX) - New York Stock Exchange (NYSE) - NYSE Amex - NYSE Arca - OTC Bulletin Board

- The OTC Market in US Government Securities conducted by primary dealers selected by the Federal Reserve Bank of New York

Part II – Eligible Derivatives Markets

The Funds may deal through the derivatives markets indicated below.

Any authorised and regulated market in the UK and the European Economic Area which fulfils the requirements of the eligible markets regime as set out in COLL 5.
Australia - Australian Securities Exchange (ASX)
Bermuda - Bermuda Stock Exchange (BSX)
Brazil - BM&F Bovespa S.A.
Canada - Bourse de Montréal (MX) - Toronto Stock Exchange (TSX)
Hong Kong - Hong Kong Stock Exchange (HKEx)
India - Bombay Stock Exchange (BSE) - National Stock Exchange of India Limited (NSEI)
Japan – Tokyo Stock Exchange (TSE) - Osaka Securities Exchange (OSE) - Tokyo Financial Exchange (TFX)
Korea (South) - Korea Exchange (KRX)
New Zealand

- NZX
South Africa - Johannesburg Securities Exchange (JSE) - South African Futures Exchange (Safex)
Switzerland - EUREX (Zurich)
Thailand - Thailand Futures Exchange (TFEX)
United States - American Stock Exchange (AMEX) - Chicago Board of Trade (CBOT) - Chicago Mercantile Exchange (CME) - CME Group - NASDAQ - NYSE Arca - NASDAQ OMX PHLX - NASDAQ OMX Futures Exchange - ICE Futures U.S. - New York Mercantile Exchange (NYMEX) - New York Stock Exchange (NYSE)

APPENDIX D: OTHER REGULATED COLLECTIVE INVESTMENT SCHEMES

The ACD is also the authorised corporate director of Liontrust Sustainable Future ICVC, an investment company with variable capital registered in England and Wales under registered number IC89.

The Liontrust Sustainable Future ICVC is an umbrella company with the following sub-funds:

1. the Liontrust Sustainable Future Absolute Growth Fund;
2. the Liontrust Sustainable Future Cautious Managed Fund;
3. the Liontrust Sustainable Future Corporate Bond Fund;
4. the Liontrust Sustainable Future Defensive Managed Fund;
5. the Liontrust Sustainable Future European Growth Fund;
6. the Liontrust Sustainable Future Global Growth Fund;
7. the Liontrust Sustainable Future Managed Fund;
8. the Liontrust Sustainable Future UK Growth Fund; and
9. the Liontrust UK Ethical Fund.

The ACD of the Company is also the Authorised Unit Trust Manager of the following Unit Trusts which are authorised by the FCA:

- Liontrust Asia Income Fund (PRN: 504243)
- Liontrust European Income Fund (PRN: 737574)
- Liontrust European Growth Fund (PRN: 455122)
- Liontrust European Enhanced Income Fund (PRN: 737575)
- Liontrust Global Income Fund (PRN: 145787)
- Liontrust Macro Equity Income Fund (PRN: 228569)
- Liontrust Macro UK Growth Fund (PRN: 188403)
- Liontrust Special Situations Fund (PRN: 436425)
- Liontrust UK Growth Fund (PRN: 155331)
- Liontrust UK Micro Cap Fund (PRN: 731966)
- Liontrust UK Smaller Companies Fund (PRN: 172653)

APPENDIX E: LIST OF SUB-CUSTODIANS

Country/Market	Sub - Custodian	Location
Argentina	Citibank N.A., Argentina	Buenos Aires
Australia	The Hongkong and Shanghai Banking Corporation Limited	Parramatta, NSW
Austria	UniCredit Bank Austria AG	Vienna
Bahrain	HSBC Bank Middle East Limited	Bahrain
Bangladesh	The Hongkong and Shanghai Banking Corporation Limited	Dhaka
Belgium	The Bank of New York Mellon SA/NV	Brussels
Belgium	Citibank Europe Plc, UK branch	London
Bermuda	HSBC Bank Bermuda Limited	Hamilton
Botswana	Stanbic Bank Botswana Limited	Gaborone
Brazil	Citibank N.A., Brazil	Sao Paulo
Brazil	Itau Unibanco S.A.	Sao Paulo
Bulgaria	Citibank Europe plc, Bulgaria Branch	Sofia
Canada	CIBC Mellon Trust Company (CIBC Mellon)	Toronto
Cayman Islands	The Bank of New York Mellon	New York
Channel Islands	The Bank of New York Mellon	New York
Chile	Banco de Chile	Santiago
Chile	Itau Corpbanca S.A.	Santiago
China	HSBC Bank (China) Company Limited	Shanghai
Colombia	Cititrust Colombia S.A. Sociedad Fiduciaria	Bogota
Costa Rica	Banco Nacional de Costa Rica	San José

Croatia	Privredna banka Zagreb d.d.	Zagreb
Cyprus	BNP Paribas Securities Services	Athens
Czech Republic	Citibank Europe plc, organizacni slozka	Prague
Denmark	Skandinaviska Enskilda Banken AB (Publ)	Stockholm
Egypt	HSBC Bank Egypt S.A.E.	Cairo
Estonia	SEB Pank AS	Tallinn
Eswatini	Standard Bank Swaziland Limited	Mbabane
Euromarket	Clearstream Banking S.A	Luxembourg
Euromarket	Euroclear Bank	Brussels
Finland	Skandinaviska Enskilda Banken AB (Publ)	Stockholm, Sweden
France	The Bank of New York Mellon SA/NV	Brussels
Germany	The Bank of New York Mellon SA/NV	Frankfurt am Main
Ghana	Stanbic Bank Ghana Limited	Accra
Greece	BNP Paribas Securities Services	Athens
Hong Kong	The Hongkong and Shanghai Banking Corporation Limited	Hong Kong
Hungary	Citibank Europe plc. Hungarian Branch Office	Budapest
Iceland	Landsbankinn hf.	Reykjavik
India	Deutsche Bank AG	Mumbai
India	The Hongkong and Shanghai Banking Corporation Limited	Mumbai
Indonesia	Deutsche Bank AG	Jakarta
Ireland	The Bank of New York Mellon	New York

Israel	Bank Hapoalim B.M.	Tel Aviv
Italy	The Bank of New York Mellon SA/NV	Brussels
Japan	Mizuho Bank, Ltd.	Tokyo
Japan	MUFG Bank, Ltd.	Tokyo
Jordan	Standard Chartered Bank, Jordan Branch	Jordan
Kazakhstan	Citibank Kazakhstan Joint-Stock Company	Almaty
Kenya	Stanbic Bank Kenya Limited	Nairobi
Kuwait	HSBC Bank Middle East Limited, Kuwait	Safat
Latvia	AS SEB banka	Kekavas novads
Lithuania	AB SEB bankas	Vilnius
Luxembourg	Euroclear Bank	Brussels
Malawi	Standard Bank PLC	Lilongwe
Malaysia	Deutsche Bank (Malaysia) Berhad	Kuala Lumpur
Malta	The Bank of New York Mellon SA/NV, Asset Servicing, Niederlassung Frankfurt am Main	Frankfurt am Main, Germany
Mauritius	The Hongkong and Shanghai Banking Corporation Limited	Ebene
Mexico	Banco S3 México S.A.	Ciudad de México
Mexico	Citibanamex	Colonia Santa Fe
Morocco	Citibank Maghreb S.A.	Casablanca
Namibia	Standard Bank Namibia Limited	Windhoek
Netherlands	The Bank of New York Mellon SA/NV	Brussels, Belgium
New Zealand	The Hongkong and Shanghai Banking Corporation Limited	Auckland

Nigeria	Stanic IBTC Bank Plc.	Lagos
Norway	Skandinaviska Enskilda Banken AB (Publ)	Stockholm, Sweden
Oman	HSBC Bank Oman S.A.O.G.	Sultanate of Oman
Pakistan	Deutsche Bank AG	Karachi
Peru	Citibank del Peru S.A.	Lima
Philippines	Deutsche Bank AG	Makati City
Poland	Bank Polska Kasa Opieki S.A.	Warszawa
Portugal	Citibank Europe Plc	Dublin
Qatar	HSBC Bank Middle East Limited, Doha	Doha
Romania	Citibank Europe plc Dublin, Romania Branch	Bucharest
Russia	PJSC ROSBANK	Moscow
Saudi Arabia	HSBC Saudi Arabia	Riyadh
Serbia	UniCredit Bank Serbia JSC	Belgrade
Singapore	DBS Bank Ltd	Singapore
Slovak Republic	Citibank Europe plc, pobocka zahranicnej banky	Bratislava
Slovenia	UniCredit Banka Slovenia d.d.	Ljubljana
South Africa	Standard Chartered Bank	Johannesburg
South Africa	The Standard Bank of South Africa Limited	Johannesburg
South Korea	The Hongkong and Shanghai Banking Corporation Limited	Seoul
South Korea	Deutsche Bank AG	Seoul
Spain	Banco Bilbao Vizcaya Argentaria, S.A.	Bilbao

Spain	Santander Securities Services, S.A.U.	Madrid
Sri Lanka	The Hongkong and Shanghai Banking Corporation Limited	Colombo
Sweden	Skandinaviska Enskilda Banken AB (Publ)	Stockholm
Switzerland	Credit Suisse (Switzerland) Ltd	Zurich
Switzerland	UBS Switzerland AG	Zurich
Taiwan	HSBC Bank (Taiwan) Limited	Taipei City
Tanzania	Stanbic Bank Tanzania Limited	Dar es Salaam
Thailand	The Hongkong and Shanghai Banking Corporation Limited	Bangkok
Tunisia	Union Internationale de Banques	Tunis
Turkey	Deutsche Bank A.S.	Istanbul
U.A.E.	HSBC Bank Middle East Limited, Dubai	Dubai
U.K.	Depository and Clearing Centre (DCC) Deutsche Bank AG, London Branch	London
U.K.	The Bank of New York Mellon	New York
U.S.A.	The Bank of New York Mellon	New York
U.S.A. Precious Metals	HSBC Bank, USA, N.A	New York
Uganda	Stanbic Bank Holdings Limited	Kampala
Ukraine	JSC "Citibank"	Kiev
Uruguay	Banco Itaú Uruguay S.A.	Montevideo
Vietnam	HSBC Bank (Vietnam) Ltd	Ho Chi Minh City
WAEMU	Société Générale Côte d'Ivoire	Abidjan 01, Ivory Coast
Zambia	Stanbic Bank Zambia Limited	Lusaka

Zimbabwe	Stanbic Bank Zimbabwe Limited	Harare

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