



# Prospectus

for:

## **RLUM Limited Unit Trusts**

Authorised and regulated by the Financial Conduct Authority

**Valid as at 15 December 2017**

This document has been prepared in accordance with the Collective Investment Schemes Sourcebook (the "COLL Sourcebook") which forms part of the Financial Conduct Authority's Handbook of Rules and Guidance. This Prospectus has been prepared solely for, and is being made available to investors for the purposes of evaluating an investment in Units in the Schemes. Investors should only consider investing in the Schemes if they understand the risks involved including the risk of losing all capital invested.

A copy has been sent to the Financial Conduct Authority and to the Trustee of the Schemes.

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## 1. **MANAGEMENT AND ADMINISTRATION**

### 1.1 **THE MANAGER**

The Manager of the Schemes described in the Appendix entitled "Details of the Schemes", is RLUM Limited, a private company limited by shares, incorporated in England on 10th April 1989. The Product Reference Number (PRN) for each Scheme is set out at Appendix 1 below.

The Manager's ultimate holding company is The Royal London Mutual Insurance Society Limited, a company incorporated in England and Wales.

#### Registered Office & Head Office

55 Gracechurch Street, London, EC3V 0RL

#### Administration Address

Royal London, Churchgate House, 56 Oxford Street, Manchester M1 6EU.

#### Issued and Paid-up Share Capital

The issued share capital of the Manager is £25 million made up of 25 million Ordinary £1 shares all of which are fully paid.

#### Directors

M. Lewis  
P. Beamish  
N. Freeley

All the Directors are involved in the management of other Royal London group companies.

All communications in relation to this Prospectus shall be in English.

### 1.2 **THE TRUSTEE**

#### **General and Information about the Trustee**

The Trustee, HSBC Bank plc, is a public limited company incorporated in England and Wales with company registration number 00014259. HSBC Bank plc is a wholly owned subsidiary of HSBC Holdings plc. The Trustee's registered and head office is located at 8 Canada Square, London E14 5HQ and the principal business activity of the Trustee is the provision of financial services, including trustee and trustee services. The Trustee is authorised by the Prudential Regulation Authority ("PRA") and regulated by the PRA and the FCA.

#### **Terms of appointment**

Pursuant to the agreement dated 18<sup>th</sup> March 2016 between the Manager and the Trustee (the "Depositary Services Agreement") and for the purposes of and in compliance with the UCITS Legislation, The Financial Services and Markets Act 2000 (Regulated Activities) (Amendment) Order 2015, Commission Delegated Regulation (EU) No. Commission Delegated Regulation (EU) of 17.12.2015 supplementing Directive 2009/65/EC of the European Parliament and of the Council with regard to obligations of

depositories (together, "the UCITS Legislation") and the relevant FCA Rules, , the Trustee has been appointed as trustee of the Schemes.

The Trustee provides services to the Schemes as set out in the Depositary Services Agreement and, in doing so, shall comply with the UCITS Legislation, and the relevant FCA Rules.

. The appointment of the Trustee under the Depositary Services Agreement may be terminated without cause by not less than 6 months written notice provided that the Depositary Services Agreement does not terminate until a replacement trustee has been appointed.

### **Key Duties of the Trustee**

The Trustee's duties include the following:

- (i) ensuring that each of the Scheme's cash flows are properly monitored and that all payments made by or on behalf of applicants upon the subscription to units of the Schemes have been received.
- (ii) safekeeping of the Scheme Property, which includes (i) holding in custody all financial instruments that may be held in custody; and (ii) verifying the ownership of other assets and maintaining records accordingly.
- (iii) ensuring that issues, redemptions and cancellations of the units of each Scheme are carried out in accordance with the Trust Deed, the Prospectus, and applicable law, rules and regulations.
- (iv) ensuring that in transactions involving Scheme Property any consideration is remitted to the Schemes within the usual time limits;
- (v) ensuring that the value of the units of the Schemes is calculated in accordance with applicable law and the relevant FCA Handbook provisions.
- (vi) carrying out the instructions of the Manager unless they conflict with the Trust Deed, the Prospectus, or applicable law, rules and regulations.
- (vii) ensuring that a Scheme's income is applied in accordance with applicable law and the relevant FCA Handbook provisions.

### **Delegation of safekeeping function**

The Trustee may delegate its safekeeping functions subject to the terms of the Depositary Services Agreement and agreement of the Manager. The Trustee has delegated to the delegates listed in Appendix 5 the custody of certain Scheme Property entrusted to the Trustee for safekeeping in accordance with the terms of written agreements between the Trustee and those delegates.

### **Conflicts**

From time to time, actual or potential conflicts of interest may arise between the Trustee and its delegates. For example, such conflicts may arise; (i) where an appointed delegate is an affiliated group company and is providing a product or service to a Scheme and has a financial or business interest in such product or service; or, (ii) where an appointed delegate is an affiliated group company which receives remuneration for

other related products or services it provides to the Schemes. The Trustee maintains a conflict of interest policy to address this.

In addition, actual or potential conflicts of interest may also arise between the Schemes, the Unitholders or the Manager on the one hand and the Trustee on the other hand. For example, such actual or potential conflict may arise because the Trustee is part of a legal entity or is related to a legal entity which provides other products or services to the Schemes or the Manager and from which fees and profits in relation to the provision of those products or services may arise and from which the Trustee may benefit directly or indirectly. In addition, the Trustee may have a financial or business interest in the provision of such products or services, or receives remuneration for related products or services provided to the Schemes, or may have other clients whose interests may conflict with those of the Schemes, the Unitholders or the Manager.

In particular, HSBC Bank plc may provide foreign exchange services to the Schemes for which they are remunerated out of the property of the Schemes. HSBC Bank plc or any of its affiliates or connected persons may also act as market maker in the investments of the Schemes, provide broking services to the Schemes and/or to other funds or companies; acts as financial adviser, banker, derivatives counterparty or otherwise provides services to the issuer of the investments of the Schemes in question; act in the same transaction as agent for more than one client; have a material interest in the issue of the investments of the Schemes, or earn profits from or have a financial or business interest in any of these activities.

The Trustee will ensure that any such additional services provided by it or its affiliates are on terms which are not materially less favourable to the Manager and the Schemes than if the conflict or potential conflict had not existed.

The Trustee has a conflict of interest policy in place to identify, manage and monitor on an on-going basis any actual or potential conflict of interest. The Trustee has functionally and hierarchically separated the performance of its trustee tasks from its other potentially conflicting tasks. The system of internal controls, the different reporting lines, the allocation of tasks and the management reporting allow potential conflicts of interest and the Trustee issues to be properly identified, managed and monitored.

### **Liability of the Trustee**

In general, the Trustee is liable for losses suffered by the Schemes as a result of its negligence or wilful default to properly fulfil its obligations. Subject to the paragraph below, and pursuant to the Depositary Services Agreement, the Trustee will be liable to the Schemes for the loss of financial instruments of the Schemes which are held in its custody. The Trustee will not be indemnified out of the Scheme Property for the loss of financial instruments.

The liability of the Trustee will not be affected by the fact that it has delegated safekeeping to a third party.

The Trustee will not be liable where the loss of financial instruments arises as a result of an external event beyond the reasonable control of the Trustee, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary. The Trustee shall not be liable for any indirect, special or consequential loss.

In the event there are any changes to the Trustee's liability under UCITS Legislation and the relevant FCA Handbook provisions the Manager will inform Unitholders of such changes without delay.

### 1.3 THE REGISTRAR

The Manager is the Registrar of each Scheme. The register of holders for each Scheme may be inspected at Churchgate House, 56 Oxford Street, Manchester M1 6EU.

### 1.4 THE AUDITOR

The Auditor of each Scheme is PricewaterhouseCoopers LLP, Atria One, 144 Morrison Street, Edinburgh EH3 8EX.

## 2. CHARACTERISTICS OF UNITS

- 2.1.1 The nature of the rights represented by the units in the Schemes is that of a beneficial interest under a trust.
- 2.1.2 Each holder of units is entitled to participate in the property of a Scheme in proportion to the number of units held.
- 2.1.3 The Schemes may issue income and accumulation units, although not necessarily both income and accumulation units are currently in issue for every Scheme. Details of the classes of unit presently available in respect of each Scheme are set out in Appendix I.
- 2.1.4 An income unit represents one undivided share in the property of a Scheme whilst an accumulation unit represents an increasing number of undivided shares in the property of a Scheme. With accumulation units, any income of the Scheme allocated at the end of the relevant accounting period to such units is retained in the Scheme and consequently is reflected in the price of accumulation units, which gradually draws away from that of income units, as the income is "rolled up" in the value of each unit.
- 2.1.5 The income available for distribution to holders is determined in accordance with the COLL Sourcebook. Broadly, it comprises all sums received or receivable by the Scheme, during the relevant accounting period, which are deemed by the Manager to be in the nature of income, less appropriate deductions in respect of charges, expenses and other liabilities. The Manager operates a policy of smoothing interim distributions with the object of maintaining final dividends at an appropriate level. Where income is paid out to retail clients, payment will be made directly to the unitholders bank account. For non-retail clients, the method of payment will be agreed with each client. With the agreement of the Trustee, average amounts of income of £10 or less may not be paid.
- 2.1.6 The Trust Deeds allow gross income and gross accumulation units to be issued, as well as net income and net accumulation units, but currently none are in issue. Net units are units in respect of which income allocated to them is distributed periodically to the relevant unitholders (in the case of income units) or credited periodically to capital (in the case of accumulation units), in either case in accordance with relevant tax law, net of any tax deducted or accounted for by the Trusts. Gross units are income or accumulation units where, in accordance with relevant tax law, distribution or allocation of income is made without any tax being deducted or accounted for by the Trusts. All references in this Prospectus are to net units unless otherwise stated.

2.1.7 Please note, where gross units are in issue for a Scheme, that it is intended that gross income units and gross accumulation units will make interest distributions and allocation of income without deduction of UK income tax. This is only permissible if the holders of such units fall within the following categories:

- (i) local authorities;
- (ii) charities;
- (iii) certain pension schemes;
- (iv) ISA investors; and
- (v) any other persons in respect of whom there is no obligation to deduct tax on making interest distributions.

Accordingly, only persons falling within one or more of those categories shall be entitled to hold gross income units or gross accumulation units. The Manager will need to be satisfied that the recipient of any gross payment is the beneficial owner and that it is entitled to be paid gross interest distributions and/or accumulations. The Manager may require a suitable indemnity from the recipient before gross payment can be made.

2.2 **Additional characteristics of units in Royal London UK Growth Trust, Royal London UK Income with Growth Trust, Royal London European Growth Trust, Royal London US Growth Trust and Royal London Corporate Bond Monthly Income Trust**

2.2.1 The units comprising each Scheme are exclusively income units, the holders of which are entitled where appropriate to final and, if the Manager so determines, interim allocations of income in respect of each annual accounting period. These units are available as Class A units only.

2.2.2 Each holder of units may choose to have income either paid out or re-invested.

2.2.3 Holders for whom income is re-invested receive statements at half-yearly intervals containing details of the number of additional units issued and the prices at which they were issued.

2.3 **Additional characteristics of Units Royal London Sustainable Managed Income Trust, Royal London Sustainable Managed Growth Trust, Royal London Sustainable Leaders Trust, Royal London Sustainable Diversified Trust and Royal London Sustainable World Trust (the Multi Class Trusts)**

For Class A units (Royal London Sustainable Leaders Trust, Royal London Sustainable Diversified Trust and Royal London Sustainable World Trust only)

2.3.1 The Class A units comprising each Scheme are exclusively income units, the holders of which are entitled where appropriate to final and, if the Manager so determines, interim allocations of income in respect of each annual accounting period.

2.3.2 Each holder of Class A units may choose to have income either paid out or re-invested. However, for holders of Class A units in the Royal London Sustainable Diversified Trust or Royal London Sustainable World Trust, if the amount of any income payment is less than £20, we

reserve the right to automatically reinvest the income to buy more units.

- 2.3.3 Holders for whom income is re-invested receive statements at half-yearly intervals containing details of the number of additional units issued and the prices at which they were issued.

For Class B, C and D units

- 2.3.4 The type of Classes B, C and D units issued by the Schemes are set out in Appendix 1. The different classes of units have differing minimum investment levels as set out below in the section entitled Buying and Selling Units.

- Investment in Class B units is restricted to unitholders that currently hold Class B units as set out below. Class B units are not available to new investors.
  - Class B units in Sustainable Managed Growth (Gross Income and Gross Accumulation units), Sustainable Diversified (Income and Accumulation units) and Sustainable World (Income and Accumulation units) are restricted to current AXA Wealth unitholders.
  - Class B units in Sustainable Managed Growth (Income and Accumulation units), Sustainable Managed Income (Income and Accumulation units) and Sustainable Leaders (Income and Accumulation units) are only available for further investment by existing holders of these Class B units.
- Investment in Class C units is restricted to:
  - institutional investors;
  - authorised firms providing retail clients with advice on retail investment products, or such firm's retail clients who invests in the relevant units in their own name on advice from the firm;
  - investors designated by the Manager as providing platform services (as defined in the FCA's 'Glossary of Terms'); or
  - investors which are nominee companies,

that, (whether investing in their own name or on behalf of underlying investors) have arrangements for this Class with the Manager or its associates. The Manager may waive any of these criteria at its discretion.

## 2.4 **Additional characteristics of Units Royal London UK FTSE4Good Tracker Trust only**

The units of the Royal London UK FTSE4Good Tracker Trust are exclusively accumulation units. (This was one of the changes introduced with effect from 6 April 2005 for the CIS UK FTSE4Good Tracker Trust in order that the units in the scheme are qualifying investments for Child Trust Fund accounts.)



## 2.5 EVIDENCE OF TITLE

A register of holders will be maintained by the Registrar and entries in this register shall be conclusive evidence of title to units.

## 3. VALUATIONS AND THE PRICE OF UNITS – DUAL PRICED SCHEMES

### 3.1 (Royal London UK Growth Trust, Royal London UK Income With Growth Trust, Royal London European Growth Trust, Royal London US Growth Trust and Royal London Corporate Bond Monthly Income Trust) (together the "Dual Priced Schemes")

- 3.1.1 Regular valuations of the property of each Scheme will be carried out on each business day at 12 noon, although the Manager may carry out additional valuations at other times if it is considered desirable to do so.
- 3.1.2 The property will be valued on an offer basis for the purpose of calculating the **creation price** of units and the amount of the Manager's initial charge, and on a bid basis for the purpose of calculating the **cancellation price** of units. For the purpose of calculating the Manager's and the Trustee's periodic charges the value of the property will be determined on a mid-market basis.
- 3.1.3 The base currency of each Scheme is the Pound Sterling (GBP).
- 3.1.4 The Manager's normal basis of dealing is at a forward price. This means that when a customer wants to buy or sell units the price will be based on the next valuation after satisfactory instructions are received at the Administration Address. When units are bought through a monthly payment scheme, the price will be based on the valuation carried out at 12 noon on the day that the direct debit demand is made.
- 3.1.5 The buying price, at which customers may buy units from the Manager, will not exceed the total of the creation price plus the Manager's initial charge.
- 3.1.6 The selling price, at which customers may sell units to the Manager, will not be less than the cancellation price (less any redemption charge).
- 3.1.7 Large deals may be carried out at a higher offer price or a lower bid price than those published, provided these prices do not exceed the relevant maximum and minimum parameters set out above.
- 3.1.8 The cancellation price last notified to the Trustee may be obtained free of charge by contacting the Manager's head office.
- 3.1.9 The price per unit at which units are issued or cancelled is calculated by taking the proportion, attributable to the units of the class in question, of the value on the issue basis (when calculating the issue price per unit) or the cancellation basis (when calculating the cancellation price per unit) of the property of each Scheme by reference to the most recent valuation, computing the number of units of the relevant class in issue immediately before that valuation, dividing the total by that number of units.
- 3.1.10 The dual pricing arrangements are set out in Appendix 3 of this Prospectus.

3.2 **VALUATIONS AND THE PRICE OF UNITS – SINGLE PRICED SCHEMES (Royal London Sustainable Managed Income Trust, Royal London Sustainable Managed Growth Trust, Royal London Sustainable Diversified Trust, Royal London Sustainable Leaders Trust, Royal London Sustainable World Trust and Royal London UK FTSE4Good Tracker Trust)(together the "Single Priced Schemes")**

- 3.2.1 Regular valuations of the property of the Single Priced Schemes will be carried out on each business day at 12 noon. The Manager may carry out additional valuations at other times if it is considered desirable to do so.
- 3.2.2 For the purpose of calculating the Manager's and the Trustee's periodic charges the value of the property will be determined on a mid-market basis.
- 3.2.3 Units are issued at a single price.
- 3.2.4 Under the single pricing arrangements, the price of a unit will be the net asset value of the Scheme attributable to the relevant unit class of the Scheme divided by the number of units of that class in issue. The net asset value is determined by calculating the value of assets attributable to that type of units and deducting the liabilities attributable to it in accordance with provisions set out in the Trust Deed for the Scheme. The pricing arrangements for the Scheme are set out in Appendix 4 of this Prospectus.
- 3.2.5 The base currency of the Scheme is the Pound Sterling (GBP).
- 3.2.6 The Manager's normal basis of dealing is at a forward price. This means that when a customer wants to buy or sell units the price will be based on the next valuation after satisfactory instructions are received at the Administration Address.
- 3.2.7 Dilution Adjustment (Swinging Single Price)

The basis on which the Scheme's investments are valued for the purpose of calculating the buying and selling price of units are stipulated in the COLL Sourcebook and the Scheme's Trust Deed as summarised above. Dealing costs in, and spreads between the buying and selling prices of, the Scheme's underlying investments mean that the buying and selling prices for units may differ from the value of the proportionate interest those units represent in the Scheme, and dealing at those prices could lead to a reduction in the value of the scheme property of the Scheme, and so disadvantage other unitholders. This effect is known as "dilution". The Manager may therefore apply a "dilution adjustment" as defined in the COLL Sourcebook on the issue and/or redemption of units in the Scheme in the circumstances outlined below.

A dilution adjustment is an adjustment to the single unit price which is determined by the Manager on the basis set out above. The Manager may make a dilution adjustment to the price of a unit (which means that the price of a unit is above or below that which would have arisen from mid-market valuation) for the purpose of reducing dilution to the Scheme (or to recover an amount which it has already paid or is reasonably expected to pay in the future) in relation to the issue or cancellation of units.

A dilution adjustment will be calculated by reference to the estimated costs of dealing in the underlying investments of the Scheme, including any dealing spreads, commission and transfer taxes, in accordance with the COLL Sourcebook.

In exceptional circumstances, for example where over a dealing period a Single Priced Scheme has experienced a large level of net sales or repurchases relative to its size or otherwise, whenever we consider it necessary to protect the interests of the unitholders, the quoted price may be adjusted. If there are net inflows into a Single Priced Scheme the dilution adjustment will increase the price and if there are net outflows the price will be decreased. The reason for this is to counteract any material costs, such as dealing charges, which result from the investment transactions that may have been triggered from material net client dealing and that otherwise would have been borne by the Single Priced Scheme and therefore all other investors.

In particular, the Manager may make a dilution adjustment under the following circumstances:

- (a) where the Single Priced Scheme experiences net inflows or outflows on any day equivalent to 2% or more of the net asset value of the Single Priced Scheme; or
- (b) where the Single Priced Scheme is experiencing large levels of net inflows relative to its size; or
- (c) where the Single Priced Scheme is experiencing large levels of outflows relative to its size; or
- (d) where the Single Priced Scheme is in continual decline (is suffering a net outflow of investment); or
- (e) where the Single Priced Scheme is continually enjoying net sales (i.e. is enjoying a net inflow of investment); or
- (f) in any other case where the Manager believes that the imposition of a dilution adjustment is required to safeguard the interests of continuing unitholders.

As dilution is directly related to the inflows and outflows of monies from the Single Priced Scheme, it is not possible to predict accurately whether dilution will occur at any particular point in time. Consequently it is also not possible to accurately predict how frequently the Manager will need to make a dilution adjustment.

The dilution adjustment for the Single Priced Scheme may vary over time because the dilution adjustment of the Single Priced Scheme will be calculated by reference to the costs of dealing in the underlying investments of the Single Priced Scheme, including any dealing spreads, and these can vary with market conditions.

Estimates of typical adjustments made are included in the table below.

Trust	Number of times dilution adjustment made in 12 month	Typical adjustment (realised/expected) Buying Units	Typical adjustment (realised/expected)

	period ended 31/12/2016		Selling Units
Sustainable Diversified	0	0.30%	0.45%
Sustainable World	0	0.21%	0.33%
Sustainable Leaders	0	0.18%	0.54%
FTSE4Good Tracker	0	0.07%	0.19%
Sustainable Managed Income	1	0.52%	0.52%
Sustainable Managed Growth	0	0.43%	0.51%

Although, as stated above, as at the date of this Prospectus, the Manager's policy is that it may require a dilution adjustment on the basis set out above, if, at some future date, it appears to the Manager that a charge of dilution levy would be preferable to making a dilution adjustment then the Manager may change its policy, and may charge a dilution levy.

### 3.3 FAIR VALUE PRICING

3.3.1 Where the Manager has reasonable grounds to believe that:

- (a) no reliable price exists for a security at a valuation point; or
- (b) the most recent price available does not reflect the Manager's best estimate of the value of the security at the valuation point

it can value an investment at a price which, in its opinion, reflects a fair and reasonable price for that investment (the fair value price).

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

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

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

- (a) the type of each Scheme;
- (b) the securities involved;
- (c) the basis and reliability of the alternative price used; and
- (d) the Manager's policy on the valuation of scheme property as disclosed in this Prospectus.

## 4. BUYING AND SELLING UNITS

### 4.1 Buying and selling Units – Retail Clients

**Minimum Holdings (all trusts with the exception of the Royal London UK FTSE4Good Tracker Trust)**

**Details of the minimum investment amounts for each Scheme are set out at Appendix 1.**

The minimum investment, subsequent investment and minimum withdrawal amounts set out in Appendix 1 may be waived by the Manager.

**Lump sum purchases (all trusts with the exception of the Royal London UK FTSE4Good Tracker Trust)**

- 4.1.1 Lump sum purchases of units for all trusts may be made by sending a completed application form to the Manager's Administration Address. Existing holders may purchase additional units by telephone. The Manager's hours of business for dealing in units are 8.30 a.m. to 4.00 p.m. on any business day but purchases made by telephone by existing unitholders may be arranged through the Customer Contact Centre 0345 605 7777 between the hours of 8.00 a.m. to 8.00 p.m. on Monday to Friday and between the hours of 8.00 a.m. to 5.00 p.m. on Saturdays.
- 4.1.2 Application forms must be accompanied by cheques. In the case of telephone applications, payment is due immediately upon receipt of the contract note. All cheques should be payable to RLUM Limited.
- 4.1.3 All lump sum purchases will be acknowledged by the issue of contract notes.
- 4.1.4 Settlement of purchases of units is due within three business days of the dealing day on which the order was received by the Manager. For customers paying by cheque, units will be purchased on the day of receipt of the cheque proving it is received by 12 noon and all documentation is correct. Cheques received after 12 noon on a dealing day will be treated as being receiving the next dealing day.
- 4.1.5 We reserve the right to cancel any units purchased if payment is not received within the prescribed time limit.
- 4.1.6 From the 2nd November 2015 no new ISA business will be accepted. Existing ISA investors can increase their payments up to the maximum annual ISA allowance either by direct debit or lump sum.

**Lump sum purchases (Royal London UK FTSE4Good Tracker Trust only)**

- 4.1.7 For those unitholders investing in the Royal London UK FTSE4Good Tracker Trust via a Child Trust Fund Account provided by The Children's Mutual, units are held in the name of The Children's Mutual or its nominee. Subsequent payments into such a Child Trust Fund Account will be transferred from The Children's Mutual to RLUM Limited.
- 4.1.8 The minimum initial lump sum investment in the Royal London UK FTSE4Good Tracker Trust was £1,000. Subsequent lump sum investments into the Scheme must be of £500 or more, with the exception of investments made by The Children's Mutual where no minimum applies. All lump sum purchases were acknowledged by the issue of contract notes.

- 4.1.9 No new business is accepted into this Scheme. Existing investors can increase their payments up to the maximum tax free allowance either by direct debit or lump sum.

Purchase through monthly payment scheme

- 4.1.10 Units in each Scheme (with the exception of the Royal London UK FTSE4Good Tracker Trust, Sustainable Managed Income & Sustainable Managed Growth) may be purchased by monthly direct debit. A completed application form and direct debit mandate should be sent to the Manager's Administration Address.
- 4.1.11 Advance notice of the date of the first direct debit demand will be issued following processing of the application and direct debit mandate.
- 4.1.12 Direct debit demands will be made on the 6th day of each month or, where that date falls on a weekend or bank holiday, the next business day. Units will be purchased, and allocated to the holder's account, on the day that the demand is made.
- 4.1.13 Customers may make additional, lump sum investments to supplement their monthly investments, subject to the minimum figures for lump sums shown above.
- 4.1.14 (a) Monthly investments must be in multiples of £1 and the minimum monthly investment is £50\*, which may be split between different Schemes.
- \*£150 for class B units within the Royal London Sustainable Managed Income Trust
- (b) Customers may change the amount of their monthly investments provided the change is of not less than £25. Instructions should be given in writing to the Manager's Administration Address.
- 4.1.15 Customers purchasing units through a monthly payment scheme will be sent a statement at six-monthly intervals setting out the payments made and the units purchased for their Scheme during the period to which the statement relates.
- 4.1.16 If a direct debit demand is not met, the Manager will not re-attempt collection for that month.
- 4.1.17 Customers may take payment "holidays" (i.e. suspend payments temporarily) for up to two months in any twelve-month period provided that at least two weeks advance notice is given to the Manager.
- 4.1.18 If two successive payments are missed where no holiday arrangement has been made, and in any event if three payments are missed in any twelve-month period, the payment scheme will be treated as lapsed and no further demands will be made.
- 4.1.19 If a payment scheme is lapsed or payments are otherwise discontinued, and the total value of the holding is less than £500, the Manager may repurchase the holding.

- 4.1.20 Customers wishing to stop their monthly payments must contact their bank to cancel the direct debit mandate in addition to notifying the Manager.

#### Selling units

- 4.1.21 Instructions for sale of units (with the exception of investments made by The Children's Mutual into the Royal London UK FTSE4Good Tracker Trust) may be accepted by telephone in certain circumstances but the Manager reserves the right to require such instruction, or confirmation thereof, in writing. Instructions must include:

- (a) the holder's name, address and holder number;
- (b) the number or value of units to be sold and the Scheme in which they are held; and
- (c) where the instructions or confirmation are in writing, the holder's signature.

Instructions received via electronic communications, such as email, will not be accepted.

For those investing in the Royal London UK FTSE4Good Tracker Trust via a Child Trust Fund Account with The Children's Mutual, a sale of units can only be accepted in accordance with the terms of the relevant Child Trust Fund Account and the Child Trust Funds Regulations 2004. In relation to such Child Trust Fund Accounts, instructions are given to RLUM Limited by The Children's Mutual.

Instructions will be acknowledged by the issue of a contract note. Normally payment will be issued by the end of the third business day after the valuation point following receipt (and acceptance) of the holder's instructions, but there may be occasions where we will need to contact the unitholder to verify their instruction and in that event, payment will be issued by the end of the third business day following the day on which the Manager has the appropriate instructions and authorisation to effect the redemption.

- 4.1.22 The minimum value of units which may be the subject of any one sale transaction are set out in the table above at paragraph 4.1.
- 4.1.23 If an instruction for sale of units would leave the holder with a residual holding of less than £500 in any one Scheme, the Manager may repurchase the residual holding as well.
- 4.1.24 The Manager may issue units in exchange for assets other than cash (an in specie issue), but will only do so where the Trustee has taken reasonable care to determine, in accordance with the COLL Sourcebook that the acquisition of those assets in exchange for the units concerned is not likely to result in any material prejudice to the interests of unitholders.
- 4.1.25 Where a holder asks to sell (or asks the Manager to cancel) units worth 5% or more of the value of the Scheme's relevant property, the Manager may choose (or in the case of the Royal London UK Growth Trust; the Royal London UK Income with Growth Trust and the Royal

London Sustainable Leaders Trust the holder may ask the Manager), to arrange to transfer some of the Scheme's property to the holder, instead of making payment, in respect of the value of the units, (an in specie cancellation). The Manager will select the property to be transferred in consultation with the Trustee. The Trustee must take reasonable care to ensure that the transfer of the property of the Scheme would not be likely to result in any material prejudice to the interests of unitholders.

#### Switching and conversions

- 4.1.26 A unitholder may switch all or some of his units within classes of a Scheme for units of the same class within a different Scheme. A switch involves the sale of the original units and the purchase of new units on the same dealing day. The number of new units issued will be determined by reference to the respective prices of the old and new units at the valuation point applicable when the old units are sold and the new units are bought.

Subject to any restrictions on the eligibility of investors for a particular class, a unitholder may convert all or some of his units of one class for units of another class in the same Scheme. Conversions will be effected by the Manager recording the change of class on the register of the Scheme. The Manager looks to carry out conversion instructions within 5 dealing days of the receipt of the valid instruction and by reference to the respective unit prices of the relevant classes.

If the switch or conversion results in a unitholder holding a number of old units or new units of a value which is less than the minimum holding of the Scheme concerned, the Manager may, at its discretion, convert the whole of the unitholder's holdings of old units to new units or refuse to effect any switch or conversion of the old units. No switch or conversion will be made during any period when the right of unitholders to require the redemption of their units is suspended. The general provisions on selling units shall apply equally to a switch or conversion.

Requests to switch or convert units may be made by sending clear written instructions to the Manager.

Unitholders subject to UK tax should note that a switch of units between Schemes is treated as a disposal for the purposes of capital gains taxation. A conversion between classes in the same Scheme will not generally be treated as a disposal for capital gains tax purposes.

No rights to cancel the purchase of units under the FCA Rules will be given to unitholders who switch their units in another class or Scheme.

The Manager reserves the right to charge up to 2% of the value of the investment that is being switched or converted.

#### Transfer of Units

- 4.1.27 Subject to any restrictions in this Prospectus, Unitholders are entitled to transfer their units to another person or body. All transfers must be in



writing in the form of an instrument of transfer approved by the Manager for this purpose. Completed instruments of transfer must be returned to the Manager in order for the transfer to be registered by the Manager.

The Manager currently accepts transfers of title (including renunciation of title in the case of a redemption) to units on the authority of electronic instructions transmitted via electronic messaging systems.

4.1.28 These systems are operated by third party companies and are only available to persons who have entered into agreements with those third party companies. Where instructions are provided by permitted electronic means (as set out above), the Manager (or its delegate):

- (a) must be satisfied that that any electronic instructions purporting to be made by a prospective investor or his agent are in fact made that person;
- (b) may require the party providing those instructions to provide such further information to the Manager as it considers necessary to satisfy itself as to the authenticity of instructions; and
- (c) reserves the right to reject or delay the processing or acceptance of such instructions until it is satisfied as to their authenticity.

#### General

4.1.29 Unit prices (with the exception of Class B, C and D units) are published in each daily edition of The Financial Times, and in those editions of the Scotsman published on Tuesday to Saturday inclusive. Additionally, these unit prices are displayed on the Manager's website, <http://www.royallondongroup.co.uk/RLCIS/Investments/ISAs-and-Unit-Trusts/Unit-Trust-prices/> and can also be obtained by telephoning the Customer Contact Centre on 0345 605 7777 between the hours of 8.00 a.m. to 8.00 p.m. (Monday to Friday) and between the hours of 8.00 a.m. to 5.00 p.m. (Saturday).

Class B unit prices will be published on the Manager's website (<http://www.royallondongroup.co.uk/RLCIS/Investments/ISAs-and-Unit-Trusts/Unit-Trust-prices/>)

Class C and D unit prices will be published on the RLAM website at (<http://www.rlam.co.uk/Fund-Performance--Prices/>).

4.1.30 Any purchase or sales of units with a value equal to or in excess of £50,000 will amount to a "large deal". For large deals (subject to the

COLL Sourcebook), the Manager may sell units at more than, or redeem units at less than, the published price.

4.1.31 The Manager may make a profit from dealing in units as principal. The Manager is not accountable to holders for any profit it makes in dealing in units as principal.

4.1.32 Where, having regard to the interests of holders, there are exceptional circumstances for doing so the Trustee (or the Manager with the prior agreement of the Trustee) may temporarily suspend the purchase and sale of units. The period of suspension must only continue for as long as it is justified having regards to the interests of unitholders.

On suspension, the Manager (or Trustee) will immediately inform the FCA, and where appropriate, provide details of the suspension to unitholders as soon as practicable, including the exceptional circumstances which resulted in the suspension. Details of the suspension will be published on the Manager's website, including the likely duration (if known).

The suspension of dealing will cease as soon as practicable after the exceptional circumstances have ceased. The suspension will be reviewed by the Manager and Trustee at least every 28 days.

The Manager may agree, during the suspension, to deal in units in which case all deals accepted during, and outstanding prior to, the suspension will be undertaken at a price calculated at the first valuation point after restart of dealing.

During a suspension, the Manager should inform any person who requests a sale or redemption of units that all dealings in units have been suspended and that they have the option to withdraw the request during the period of suspension, or have the request executed at the first opportunity after the suspension ends.

4.1.33 The Manager may make a charge on the redemption of units. At present, no redemption charge is levied. The Manager may only introduce a redemption charge in accordance with the COLL Sourcebook. Also, if such a charge was introduced, it would not apply to units issued before the date of the introduction (i.e. those not previously subject to a redemption charge).

#### Compulsory redemption

4.1.34 The Manager may from time to time take such action and impose such restrictions as it thinks necessary for the purpose of ensuring that no units in the Scheme are acquired or held by any person in circumstances:

(a) which constitute a breach of the law or governmental rule or 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 units were acquired or held in like circumstances) result in the Scheme 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);

(c) where a unitholder is not eligible to hold such units or if the Manager reasonably believes this to be the case,

and, in this connection, the Manager may reject at its discretion any subscription for, sale, exchange, or transfer of units.

4.1.35 If it comes to the notice of the Manager that any units have been acquired or are being held in each case whether beneficially or otherwise in any of the circumstances referred to in paragraph 4.1.34 above or if it reasonably believes this to be the case, the Manager may give notice to the holder of such units requiring the unitholder to transfer the units 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 units in accordance with the COLL Sourcebook. If any person upon whom such a notice is served does not within thirty days after the date of such notice transfer his units to a person qualified to hold the same, or establish to the satisfaction of the Manager that the holders of the units are qualified and entitled to hold the units, he shall be deemed upon the expiration of that thirty day period to have given a request in writing for the redemption or cancellation (at the discretion of the Manager) of the units pursuant to the COLL Sourcebook.

4.1.36 A person who becomes aware that he has acquired or holds, whether beneficially or otherwise, units in any of the circumstances referred to in paragraph 4.1.34 above shall, unless he has already received such a notice referred to in paragraph 4.1.35 above, either transfer or procure the transfer of all such units 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 units pursuant to the COLL Sourcebook.

#### Compulsory exchange of units

4.1.37 If at any time the Manager becomes aware that the unitholder of any units that make or intend to make distributions or allocations without any tax being deducted or accounted for by the Scheme has failed or ceased for whatever reason to be entitled to receive distributions or have allocations made in respect of his holding of such units without deduction of United Kingdom tax, then the Manager shall convert all of the relevant units owned by such unitholder for units of a class or classes which, in the opinion of the Manager, such unitholder is entitled to hold and most nearly equate to the class or classes of units held by that unitholder.

4.1.38 An amount equal to any tax charge incurred by the Scheme or for which the Scheme may be held liable as a result of an exchange pursuant to paragraph 4.1.37 above shall be recoverable from the unitholder concerned and may be accounted for in any adjustment made to the number of new units to be issued to that unitholder further to any such exchange.

4.1.39 If at any time the Manager becomes aware that a unitholder of any units in question is not eligible to hold such units or if it reasonably believes this to be the case, or - a holding constitutes a breach of the

Trust Deed or this Prospectus as to eligibility or entitlement to hold any units then the Manager may give notice requiring the transfer or repurchase of such units. If any person does not take such steps within 30 days, he shall then be deemed to have given a written request for the redemption of all of his units.

#### 4.2 **BUYING AND SELLING UNITS – NON-RETAIL CLIENTS**

The provisions for buying and selling units for non-retail clients may vary from the above, and will be as agreed with each non-retail client where appropriate.

This may include provisions for accepting instructions via electronic communications. Where this is the case, full details (including the types of electronic communications accepted and security measures) will be set out in the relevant terms of business or service level agreement.

#### 4.3 **INCOME EQUALISATION**

4.3.1 Income equalisation is a capital sum representing the Manager's best estimate, as at the end of an accounting period, of the amount of income which has accrued during that accounting period and which has been included in the buying price of units purchased during the period.

4.3.2 Income equalisation is paid to holders on the first distribution date following their purchase of units. It represents a return of capital sum. As such, it is not liable to income tax but should be deducted from the unit price when calculating the cost of units for capital gains tax purposes.

### 5. **TAXATION**

5.1 The information below is a general guide based on current UK law and HM Revenue & Customs practice, which are subject to change. It summarises the tax position of the Schemes and of investors who are UK resident and hold units as investments. **Please note that the tax treatment of investors depends on their individual circumstances and may be subject to change in the future.** Prospective investors who are in any doubt about their tax position, or who may be subject to tax in a jurisdiction other than the UK, are recommended to take professional advice.

5.2 All the Schemes are authorised unit trust schemes and, as such, do not suffer any liability to UK taxation in respect of any capital gains accruing to them, either on the disposal of their investments or in any other circumstances.

5.3 A Scheme is, however, liable to UK corporation tax at the current rate of 20% on the excess of its taxable income for any accounting period over its deductible expenses of management and interest costs for that period. Any distributions paid by any Scheme to its unitholders will not be treated as deductible expenses in computing the Scheme's taxable income, except in the case of interest distributions.

5.4 The taxable income of each Scheme does not include any foreign dividends, UK dividends or other qualifying distributions (and any part of dividend distributions from authorised unit trusts and UK open-ended investment companies that represent such dividends) received by that Scheme.

- 5.5 Any income, other than dividends, derived by a Scheme from foreign sources will be included in its taxable income, but, in computing its liability to corporation tax, credit may be available for any foreign withholding taxes that the income has borne. Foreign withholding tax suffered on overseas dividend income is an irrecoverable expense to the fund. Foreign dividends are no longer a taxable source of income, the corollary of which means credit for the withholding tax suffered is no longer available.

Broadly speaking, any Scheme which invests primarily in interest paying investments may make interest distributions. Other Schemes may only make dividend distributions.

Equity Schemes (all RLUM Limited unit trusts with the exception of the Royal London Corporate Bond Monthly Income Trust, Royal London Sustainable Managed Growth Trust and Royal London Sustainable Managed Income Trust)

- 5.6 Any dividend distribution made by a Scheme will be treated as if it were a UK dividend paid to the unitholders. A unitholder in a Scheme who is an individual, resident in the UK for taxation purposes will be entitled to a notional tax credit in respect of any dividend distribution made to them by that Scheme. The amount of the tax credit will be equal to one-ninth of the distribution and will therefore correspond to 10% on the aggregate of the distribution and the tax credit. Individual unitholders who pay income tax other than at the higher or additional rate will have no further liability to income tax in respect of the distribution. Individual unitholders including those who do not pay income tax are not entitled to claim repayment of any part of the notional tax credit. Individual unitholders who pay income tax at the higher rate will be liable to a further 22.5% tax, and those who pay at the additional rate will be liable to a further 37.5% tax, on the aggregate of the distribution and related tax credit. No further tax liability arises when the units are held within an ISA.
- 5.7 UK resident entities not liable to tax are not able to claim repayment of any part of the tax credit.
- 5.8 Dividend distributions made by a Scheme to corporate unitholders who are chargeable to corporation tax may have to be split into several parts. This split will be shown on the tax voucher accompanying the distributions. The first part is treated as dividend income (franked investment income) which will not be subject to corporation tax. The second part is treated as an annual payment (unfranked investment income) received after deduction of tax at the basic rate (currently 20%) and will be subject to corporation tax. The third part is treated as an annual payment (foreign element). The tax deducted from the second part is repayable only to the extent of the unitholder's proportion of the Scheme's net UK corporation tax liability. This income tax suffered is available for relief against the unitholders UK corporation tax liability and this offset must be applied before any claim to repayment.

Interest schemes (Royal London Corporate Bond Monthly Income Trust, Royal London Sustainable Managed Growth Trust and Royal London Sustainable Managed Income Trust only)

- 5.9 Schemes with more than 60 per cent of their investments invested throughout an accounting period in, broadly speaking, interest paying instruments and derivative contracts whose underlying subject matter is such instruments may make interest distributions. Other than for gross units, for UK resident individual unitholders, these distributions are generally paid after deduction of income tax at the basic rate (currently 20%), which will satisfy the tax liability

of unitholders other than higher or additional rate taxpayers. Unitholders who pay income tax at the higher rate (currently 40%) will be liable to further income tax of 20%, and unitholders who pay income tax at the additional rate (currently 45%) will be liable to further income tax of 25%, of the gross interest payment. No further tax liability arises when the units are held within an ISA. UK residents not liable to tax on some or all of their income (including ISA investors), may reclaim (or, if an ISA investor, have reclaimed on their behalf), the appropriate part of the income tax withheld at source from the HM Revenue & Customs. It is intended that gross income units and gross accumulation units will make interest distributions and allocation of income without deduction of UK income tax.

- 5.10 Details of certain interest payments to individuals with addresses in the UK and other prescribed territories must be reported to HM Revenue & Customs by the Trustee along with the names and addresses of those individuals.
- 5.11 Corporate unitholders within the charge to UK corporation tax will be treated as receiving a payment of yearly interest and should be entitled to receive the interest distribution gross. They will be liable to corporation tax on the gross amount.
- 5.12 The attention of unitholders within the charge to UK corporation tax is drawn to the provisions of Chapter 3 of Part VI of the Corporation Tax Act 2009. Under these provisions, holdings in a Scheme with more than 60 per cent of their investments invested throughout an accounting period in, broadly speaking, interest paying instruments and derivative contracts whose underlying subject matter is such instruments will be taxed as creditor relationships of the unitholder. That creditor relationship can only be taxed on a fair value basis of accounting. This means that a unitholder within the charge to corporation tax can be charged to tax on unrealised profits in each accounting period.
- 5.13 Individuals, companies and other entities that are not UK resident may apply for payment of any interest distribution to which they are entitled to be paid gross. Interest distributions made to unitholders that are individuals and companies and other entities that are not UK resident may also be paid gross if they invest through a reputable intermediary, which is a company subject to the EC Money Laundering Directive (or equivalent rules).
- 5.14 Non-UK resident unitholders may be entitled to a repayment from HM Revenue & Customs of part or all of the tax suffered on interest distributions depending on whether there is a provision entitling them to a repayment in any double tax convention which exists between their country of residence and the UK.

#### For all Schemes

- 5.15 In the case of the first income allocation received by an investor (which will be automatically retained in the case of accumulation units) in respect of a unit purchased during an accounting period, the amount representing the income equalisation payment included in the price of the unit is a return of capital and is not taxable in the hands of unitholders. This amount should be deducted from the acquisition cost of income units for capital gains tax purposes.
- 5.16 For UK resident individuals, capital gains arising on the disposal of units, may be liable to capital gains tax. Capital gains are taxed as an individual's top slice of income. Accumulated income (including income equalisation) should be added to the base cost when calculating the gain. Individuals will be liable to pay capital gains tax only where total chargeable gains for the tax year exceed their

annual capital gains tax exemption. Capital gains arising on the disposal of units held within an ISA will not be subject to capital gains tax. For individuals who are not resident in the UK, capital gains arising on the disposal of units are generally not liable to UK capital gains tax. For unitholders within the charge to corporation tax, capital gains arising on the disposal of units will normally be added to the profits chargeable to corporation tax.

#### Stamp Duty Reserve Tax (SDRT)

Stamp duty reserve tax (SDRT) on transactions in units was abolished on the 30<sup>th</sup> March 2014 (for most types of transaction).

#### FATCA & CRS

RLUM Ltd may require Unitholders to certify information relating to their status for FATCA and CRS purposes and to provide other forms, documentation and information in relation to their FATCA & CRS status.

### **6. GENERAL INFORMATION**

- 6.1 Neither the Manager, the Trustee, the Investment Adviser (or any associate of the same) or the Auditor is liable to account to either each other or to holders of units for any profits or benefits it makes or receives that are made or derived from or in connection with:
- (a) dealing in the units of the Schemes; or
  - (b) any transactions in the property of the Schemes; or
  - (c) the supply of services to the Schemes.
- 6.2 The prices of units and the income from them can go down as well as up. Units in the Scheme should generally be regarded as medium to long-term investments.
- 6.3 The annual report for each Scheme will be published within 4 months after the end of each annual accounting period of that Scheme. A half-yearly report will be published within two months after the end of the half-yearly accounting period. The dates for each Scheme appear in the Appendix entitled "Details of the Schemes". A long report containing the full accounts is available to any person free of charge on request.
- 6.4 Copies of the Trust Deeds and of any Supplemental Deeds constituting each Scheme may be inspected free of charge at the Manager's Head Office. If a copy is required it may be obtained on request from the same address. A small charge may be made for this service. Copies of the most recent Prospectus and of the latest annual and half-yearly reports may also be inspected at the Manager's Head Office and copies obtained free of charge on request from that address.
- 6.5 Copies of the latest Key Investor Information document for each Scheme can be obtained on request from the Customer Contact Centre on 08457 46 46 46.
- 6.6 The Manager maintains accounts for holding client money with third party banks. In certain circumstances money belonging to customers may be held temporarily in these accounts.

- 6.7 Unclaimed distributions will be repaid into the Scheme after 6 years, and thenceforth neither the payee nor the holder nor any successor in title to it will have any right to such unclaimed distributions except as part of the capital property. This does not apply to unclaimed distributions derived from an ISA.
- 6.8 Where any changes are proposed to be made to a Scheme the Manager will assess whether the change is fundamental, significant or notifiable in accordance with the COLL Sourcebook. If the change is regarded as fundamental, holder approval will be required. If the change is regarded as significant, not less than 60 days' prior written notice will be given to holders of units. If the change is regarded as notifiable, holders will receive suitable notice of the change.
- 6.9 The Manager will provide upon the request of a holder further information relating to:
- (a) the quantitative limits applying in the risk management of a Scheme;
  - (b) the methods used in relation to (a); and
  - (c) any recent development of the risk and yields of the main categories of investment.
- 6.10 All notices or other documents sent by the Manager to a unitholder will be sent by normal post to the last address notified in writing to the Manager by the unitholder.
- 6.11 Delegation

The following functions included in the activity of collective portfolio management, as specified in the UCITS Directive, are delegated by the Manager:

Delegation to other Group members

- 6.11.1 The function of providing staff and associated HR and Facilities services is delegated to The Royal London Mutual Insurance Society Limited.
- 6.11.2 Portfolio Management and other services
- The Manager has retained an investment adviser (Royal London Asset Management Limited (RLAM)) to undertake the service of portfolio management for all schemes, through an Investment Management Agreement (IMA) between the Manager and RLAM. For Royal London European Growth Trust and Royal London US Growth Trust, RLAM have sub-delegated portfolio management to Jupiter Asset Management Limited and UBS Asset Management (UK) Limited respectively. Any third party research received in connection with investment management services that the investment adviser provides to the Schemes will be paid for by the investment adviser out of the fee it receives for its discretionary investment management services from the Manager.
  - Other services relating to the schemes (as set out in the IMA and summarised below) have been delegated to RLAM.
  - RLAM is authorised and regulated by the Financial Conduct Authority (registration number 141665), and is part of same group of companies as the Manager.



## Summary of the Investment Management Agreement

### Investment Discretion

RLAM will manage each Scheme with a view to achieving the investment objectives of each Scheme as set out in the relevant mandate of each Scheme. RLAM will monitor the performance of the Schemes against the relevant objectives, including compliance with the Prospectus, the trust deeds and any applicable rule, law or regulation including the relevant provisions of the COLL Sourcebook published by the FCA. RLAM will act in good faith and with reasonable skill and care. Subject to such objectives and restrictions, RLAM, normally acting as agent, will have complete discretion over the account of the Manager (without prior reference to the Manager) to buy, sell, retain, exchange or otherwise deal in investments and other assets, make deposits, subscribe to issues and offers for sale and accept placings, underwritings and sub-underwritings of any investments, advise on or execute transactions (including transactions in, or relating to, unregulated collective investment schemes), effect transactions on any markets, negotiate and execute counterparty and account opening documentation, take all routine or day to day decisions, and otherwise act as RLAM judges appropriate in relation to the management of the Schemes, but always subject to the applicable obligations of RLAM under the FCA Rules regarding suitability and best execution. To comply with the FCA Rules on best execution, RLAM carries on its investment business on behalf of the Manager in accordance with an Order Execution Policy. Details of this are available on request from RLUM Limited.

RLAM will keep the objectives under review and may, from time to time, suggest to the Manager such amendments as, in RLAM's opinion, are appropriate.

### Outsourcing and Use of Agents

RLAM may delegate any of its critical or important operational functions or investment services provided under the Agreement to third parties (including Associates) and may provide information about the Manager and the Schemes to any person to whom such activities have been outsourced.

RLAM will give the Manager written notice of the delegation of any function that involves the exercise of its discretionary investment management powers, and will obtain written consent from the Manager if it intends to delegate all (or substantially all) of such powers.

RLAM may, where reasonable and not in breach of the Manager's outsourcing policy, employ agents to perform any administrative, dealing or ancillary services required to enable RLAM to perform its services under the Agreement. RLAM will act in good faith and with reasonable skill and care in the selection, use and monitoring of agents.

### Other delegated services

Under the IMA, RLAM agree to provide the following services on behalf of the Manager for each of the Schemes:

- Within 4 months of the end of the annual accounting period and within 2 months of the end of the half-yearly accounting period of each scheme, provide a completed Unit Trust Managers Report and Accounts long report.
- Daily provisional and final unit prices for all of the Unit Trust schemes. Such prices to be provided by email by 1.30pm and 3.30pm respectively.

- Estimated distribution rates on the annual accounting reference date and by the end of the interim accounting period for each scheme.
- Five days prior to the income allocation dates of each scheme provide the final distribution amount.
- On a daily basis, make available all daily prices for all Unit Trust schemes to all relevant external agencies, websites and press publications as agreed with the Manager from time to time.
- On a best endeavours basis, procure the exercise of voting or any other rights attaching to the investments in all Unit Trust schemes in accordance with RLAM's Responsible Investment Policy (a copy of which is available on request).

#### Fees, Charges and other Payments

RLAM (or its Associates) will receive remuneration and payments for its services, and reimbursement of reasonable costs and expenses. The fees charged by RLAM will be borne by the Manager. They will not be paid out of the Scheme property.

#### Termination of Agreement

Either party may terminate this Agreement on at least twelve months' notice to the other provided that such notice may not be given earlier than the fifth anniversary of the commencement of this agreement.

#### External Delegation

##### Unit dealing activities

- The unit dealing activities and associated administration services for all of the Schemes have been delegated to Capita Life and Pensions Regulated Services Limited. The delegated activities exclude investment management and investment accounting activities, and exclude the production of Manager's reports.
- Capita Life and Pensions Regulated Services Limited are authorised and regulated by the Financial Conduct Authority, registration number 145540.

##### Valuation and pricing services

- The Manager has appointed HSBC Bank plc of 8 Canada Square, Canary Wharf, London E14 5HQ as its delegate in order to provide fund pricing and valuation services to the Manager in relation to the Schemes. HSBC Bank plc is authorised by the Prudential Regulatory Authority and is regulated by the Financial Conduct Authority and the Prudential Regulatory Authority.

## 6.12 **Voting rights**

6.12.1 The following provisions apply to voting at a general meeting:

6.12.2 At meetings of Unitholders an extraordinary resolution (meaning a resolution carried by a majority consisting of 75% of the total number of votes cast for and against such resolution) put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or

on the declaration of the result of the show of hands) demanded by the chairman, by the Trustee or by one or more holders present in person or by proxy.

- 6.12.3 Except where the COLL Sourcebook or the Trust Deed requires an extraordinary resolution (which needs at least 75% of the votes cast at the meeting to be in favour if the resolution is to be passed) any resolution required by the COLL Sourcebook will be passed by a simple majority of the votes validly cast for and against the resolution.
- 6.12.4 Unless a poll is so demanded a declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or lost shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against such resolution.
- 6.12.5 If a poll is duly demanded it shall be taken in such manner as the chairman may direct and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 6.12.6 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith and a poll demanded on any other question shall be taken at such time and place as the chairman directs.
- 6.12.7 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.
- 6.12.8 On a show of hands every Unitholder who (being an individual) is present in person or by proxy or (being a corporation) is present by one of its officers as its proxy shall have one vote.
- 6.12.9 On a poll every Unitholder who is present in person or by proxy shall have one vote for every complete unit and a further part of one vote proportionate to any fraction of a unit of which he is the holder, and a Unitholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
- 6.12.10 A corporation being a Unitholder may authorise such person as it thinks fit to act as its representative at any meeting of holders and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as the corporation could exercise if it were an individual Unitholder.
- 6.12.11 In the case of joint Unitholders the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of

the votes of the other joint Unitholders and for this purpose seniority shall be determined by the order in which the names stand in the register of Unitholders.

- 6.12.12 On a poll votes may be given either personally or by proxy.
- 6.12.13 In order to be valid, a vote by proxy must be deposited at such place as the Trustee, or the Manager with the approval of the Trustee, may in the notice convening the meeting direct (or if no such place is appointed then at the registered office of the Manager) at least 48 hours prior to the meeting.
- 6.12.14 The Manager may not be counted in the quorum for a meeting and neither the Manager nor any associate (as defined in the COLL Sourcebook) of the Manager is entitled to vote at any meeting of the Scheme except in respect of units which the Manager or associate holds on behalf of or jointly with a person who, if the registered holder, would be entitled to vote and from whom the Manager or associate has received voting instructions.
- 6.12.15 Where a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any Unitholder on the ground (however formulated) of mental disorder, the Manager may in its absolute discretion upon or subject to production of such evidence of the appointment as the Manager may require, permit such receiver or other person on behalf of such Unitholder to vote on a poll in person or by proxy at any meeting of Unitholders or class meeting or to exercise any right other than the right to vote on a show of hands conferred by ownership of units in relation to such a meeting.
- 6.12.16 No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote may be disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
- 6.12.17 An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Manager may approve or in its absolute discretion accept (including as to how it may be signed or sealed). The signature on such instrument need not be witnessed. Where an instrument appointing a proxy is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the

Manager) be lodged with the instrument appointing the proxy pursuant to the next following paragraph, failing which the instrument may be treated as invalid.

- 6.12.18 An instrument appointing a proxy must be left at or delivered to such place or one of such places (if any) as may be specified for the purpose in or by way of note to or in any document accompanying the notice convening the meeting (or, if no place is so specified, to or at the Manager's head office) by the time which is forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used and, in default, may be treated as invalid. The instrument appointing a proxy shall, unless contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates.
- 6.12.19 A vote cast by proxy shall not be invalidated by the previous death or bankruptcy of the principal or by other transmission by operation of law of title to the units concerned or by the revocation of the appointment of the proxy or of the authority under which the appointment of the proxy was made provided that no intimation in writing of such death, insanity or revocation shall have been received by the Manager at its head office by the time which is two hours before the commencement of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.
- 6.12.20 Any corporation which is a holder of units in a Scheme may by resolution of the directors or other governing body of such corporation and in respect of any unit or units in the Scheme of which it is the holder authorise such individual as it thinks fit to act as its representative at any general meeting of the Unitholders 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 unit or units if it were the individual Unitholder in the Scheme and such corporation shall for the purposes of the Instrument be deemed to be present in person at any such meeting if an individual so authorised is present.
- 6.12.21 "Unitholders" in this context means Unitholders entered on the register at a time to be determined by the Manager and stated in the notice of the meeting which must not be more than 48 hours before the time fixed for the meeting.

## 6.13 **Manager's Remuneration Policy**

- 6.13.1 The Manager has put in place a remuneration policy (the "Remuneration Policy") that is in accordance with the requirements of SYSC 19 E of the Senior Management Arrangements, Systems and Controls sourcebook of the FCA Handbook. The Remuneration Policy is designed to ensure that the Manager's remuneration practices are consistent with and promote sound and effective risk management, do not encourage risk taking, ensure it does not impair its duty to act in the interest of the UCITS schemes that the Manager manages, and are consistent with the risk profile of the UCITS schemes that the Manager manages. The Manager considers the Remuneration Policy to be appropriate to the size, internal operations, nature, scale and complexity of the UCITS schemes that the Manager manages and in line with the risk profile, risk appetite and the strategy of those funds.
- 6.13.2 Up-to-date details of a description of how remuneration and benefits are calculated; and the identities of the persons responsible for awarding the remuneration and benefits including the composition of the remuneration committee will be available on the Manager's website ([myisa.royallondon.com](http://myisa.royallondon.com)) as well as on the RLAM website ([www.rlam.co.uk](http://www.rlam.co.uk)). A paper copy of the information is available free of charge following a request to the Manager.

## 6.14 **CONSTITUTION OF THE SCHEMES**

Each Scheme is an authorised unit trust scheme (within the meaning of the Financial Services and Markets Act 2000) and is classified as a UCITS scheme. Holders are not liable for the debts of a Scheme.

## 7. **PAYMENTS OUT OF THE SCHEME**

- 7.1 This section details the payments that may be made out of each Scheme to the parties operating the Schemes to meet the costs of administration of each Scheme and in respect of the investment and safekeeping of scheme property. Each class of units in a Scheme has an ongoing charges figure and this is shown in the relevant key investor information document. The ongoing charges figure is intended to assist unitholders to ascertain and understand the impact of charges on their investment each year and to compare the level of those charges with the level of charges in other schemes.
- 7.2 The ongoing charges figure excludes portfolio transaction costs and any initial charge or redemption charge but will capture the effect of the various charges and expenses referred to in this section. In common with other types of investors in financial markets, the Schemes incur costs when buying and selling underlying investments in pursuit of their investment objective. These portfolio transaction costs include dealing spread, broker commissions, transfer taxes and stamp duty incurred by the Schemes on transactions. The annual and half-yearly reports of each Scheme provide further information on portfolio transaction costs incurred in the relevant reporting period.

The following payments are chargeable against the property of each Scheme.

In all cases, where the expense, cost etc. in question attracts liability to tax, such tax will also be chargeable against the property of the relevant Scheme. (Please note that where income in the relevant Scheme is insufficient to pay the charges the residual

amount may be taken from capital which may result in capital erosion and constrain capital growth. This information is set out for each Scheme in Appendix I)

- 7.3 The cost of dealing in the property of the Scheme.
- 7.4 Any interest on borrowings permitted under the Scheme and any charges incurred in terminating or varying the terms of such borrowings.
- 7.5 Taxation and duties payable in respect of the property of the Scheme, the Trust Deed (as amended) or the issue of units.
- 7.6 Any costs incurred in modifying the Trust Deed (as amended), including costs incurred in respect of meetings of holders convened for the purpose where the modification is:
- (a) necessary to implement any change in the law;
  - (b) expedient having regard to any fiscal enactment and which the Manager and the Trustee agree is in the interests of holders; or
  - (c) for the purpose of removing obsolete provisions from the Trust Deed (as amended).
- 7.7 Any costs incurred in respect of meetings of holders convened and requisitioned by holders not including the Manager or an associate of the Manager.
- 7.8 Liabilities on unitisation, amalgamation or reconstruction.
- 7.9 The costs incurred in the maintenance of the register of unitholders. The Manager currently maintains the register of unitholders but makes no charge for doing so.
- 7.10 The Trust Deed (as amended) governing each Scheme permits HSBC Bank plc, as the Trustee, to be paid out of the property of the Scheme by way of remuneration a periodic charge (plus VAT) at rates to be agreed with the Manager. The periodic charge is calculated in respect of successive monthly periods ("payment periods") according to the value of the property of the Scheme as at the valuation point at which the relevant payment period begins or if the relevant payment period does not begin at a valuation point, as at the last valuation point before the beginning of the payment period in question. The periodic charge so calculated accrues monthly and is paid as soon as practicable after the end of the period to which it relates.

The rate of the Trustee's periodic charge, that is payable out of the assets of the relevant Trust, is calculated as an annual percentage of the value of the property of each Trust on a sliding scale as follows:

<b>Band Range</b>	<b>Fee</b>
On the First GBP £30 million	1.5 Basis Points (0.015%)
On the Next GBP £70 million	1.25 Basis Points (0.0125%)
On the Next GBP £100 million	1.0 Basis Points (0.010%)
On the Balance over GBP £200 million	0.5 Basis Points (0.005%)

In addition to the Trustee's periodic charge, a charge of £3,500 per Scheme per annum is payable out of the assets of the relevant Scheme ("UCITS Charge").

The UCITS Charge relates to particular obligations upon the Trustee under the UCITS Directive.

In respect of Royal London UK FTSE4Good Tracker Trust, the periodic charge payable to the Trustee is paid by the Manager, rather than paid out of the property of the Scheme.

HSBC Bank plc is entitled to receive from the Scheme Property, fees in relation to the provision of custodian services.

HSBC Bank plc's remuneration for acting as Custodian is calculated at an ad valorem rate determined by the territory or country in which the assets of the Trusts are held. Currently, the lowest rate is 0.0016% and the highest rate is 0.085%. In addition, the Custodian makes a transaction charge determined by the territory or country in which the transaction is effected. Currently, these transaction charges range from £5 - £45 per transaction.

In respect of Royal London UK FTSE4Good Tracker Trust, the above charges payable to the Trustee will be paid by the Manager, rather than paid out of the property of the Scheme.

7.11 The Trustee may also be reimbursed out of the property of a Scheme for all expenses incurred in exercising any powers conferred upon the Trustee, or in performing any of the duties imposed upon it by the COLL Sourcebook, the Trust Deed (as amended) governing each Scheme or by law. Without prejudice to the generality of the foregoing, the duties of the Trustee may include the following:-

- (a) delivery of stock to the Trustee or custodian;
- (b) custody of assets;
- (c) the collection and distribution of income and capital;
- (d) the submission of tax returns;
- (e) the handling of tax claims;
- (f) the preparation of the Trustee's annual report; and
- (g) such other duties as the Trustee is required by the COLL Sourcebook, the Trust Deed (as amended) governing the respective Schemes, or by law to perform.

In respect of Royal London UK FTSE4Good Tracker Trust, the above charges payable to the Trustee will be paid by the Manager, rather than paid out of the property of the Scheme.

7.12 The Manager's periodic charge in respect of each Scheme appears in the Appendix entitled "Details of the Schemes" expressed as an annual charged based on the value of the Scheme property. The periodic charge is paid monthly out of the property of the Scheme. The price at which units in each Scheme may be purchased from the Manager may include a preliminary charge payable to the Manager. The Manager's "initial" or "preliminary" charge is borne directly by the unitholder. The Manager's current preliminary charge is set out in Appendix 1.



The audit fees of the Auditor and the expenses of the Auditor (excluding the Royal London UK FTSE4Good Tracker Trust for which audit fees and expenses of the Auditor are paid by the Manager, rather than paid out of the property of the Scheme).

- 7.13 Permitted fees of regulatory authorities. At the date of preparation of this Prospectus, any such regulatory fees are borne by the Manager.

## 8. **INVESTMENT POWERS AND RESTRICTIONS**

The property of each Scheme may be invested only in accordance with the provisions of the Trust Deed (as amended), the COLL Sourcebook and this Prospectus. The full investment and borrowing powers for a UCITS scheme, which will apply for each Scheme, are explained below.

### 8.1 **GENERAL**

The Manager must ensure that, taking account of the investment objective and policy of a Scheme, the scheme property of the Scheme aims to provide a prudent spread of risk.

An aim of the restrictions on investment and borrowing powers for a UCITS scheme set out in the COLL Sourcebook is to help to protect unitholders by laying down minimum requirements for the investments that may be held by a Scheme. There are requirements for the types of investments which may be held by a Scheme. There are also a number of investment rules requiring diversification of investment of a Scheme, and so providing a prudent spread of risk.

### 8.2 **RISK MANAGEMENT**

#### Risk Management Process

The Manager must use a risk management process enabling it to monitor and measure at any time the risk of the Scheme's positions and their contribution to the overall risk profile of the Scheme. The process must take into account the investment objectives and policy of the Scheme.

The Manager is expected to demonstrate more sophistication in its risk management process for a Scheme with a complex risk profile. The Manager must take reasonable care to establish and maintain systems and controls which are appropriate to its business. The risk management process should enable the analysis mentioned above to be undertaken at least daily or at each valuation point (whichever is the more frequent).

The Manager must assess, monitor and periodically review the adequacy and effectiveness of the measures taken to address any deficiencies in the performance of the risk management process. The Manager must notify the FCA of any material changes to the risk management process.

The Manager has its own risk management process which is based on the risk management process used by its Investment Adviser (RLAM).

The Trustee should take reasonable care to review the appropriateness of the risk management process in line with its duties.

#### Liquidity Risk

The Manager must employ an appropriate liquidity risk management process in order to ensure that a Scheme is able to comply with the COLL rules on Sale and Redemption, and ensure that the liquidity profile of the investments of each Scheme is appropriate in relation to the redemption policy.

#### Risk Management Policy

The Manager must establish, implement and maintain an adequate and documented risk management policy which identifies that risks that the Schemes are exposed to. The policy must comprise procedures to enable the Manager to assess the exposure of the Schemes to market, liquidity and counterparty risks, and exposure to all other material risks including operational risk.

The policy must at least address the techniques, tools and arrangements that enable the Manager to comply with obligations set out in COLL in relation to Derivatives Exposure, the allocation of responsibilities pertaining to risk management, and the terms, contents, and frequency of the reporting of risk management to the governing body or senior personnel.

The Manager must assess, monitor and periodically review the adequacy and effectiveness of the risk management policy and the level of compliance with the policy.

#### Measurement and Management of Risk

The Manager must adopt adequate and effective arrangements, processes and techniques as described in the COLL sourcebook, in order to measure and manage at any time the risks a Scheme is or might be exposed to. In addition, those arrangements must ensure compliance with the limits concerning global exposure and counterparty risk set out in the COLL sourcebook.

The arrangements should be proportionate in view of the nature, scale and complexity of the business or the Manager and the Schemes, and be consistent with the Scheme's risk profile.

### **8.3 TYPES OF INVESTMENT**

The property of a Scheme must, except where otherwise provided in the COLL Sourcebook, as outlined below, consist solely of any or all of:

- transferable securities;
- approved money market instruments;
- derivatives and forward transactions;
- deposits; and
- units in collective investment schemes;

in each case as permitted under the terms of Section 5 of the COLL Sourcebook, as outlined below.

For the Royal London UK Growth Trust, the Royal London UK Income With Growth Trust, the Royal London Sustainable Leaders Trust, the Royal London

European Growth Trust, and the Royal London US Growth Trust, subject to the investment objectives and policies of each Scheme, the property of the Scheme must **only consist of transferable securities, and units in collective investment schemes (limited to 10% of the value of the Scheme)**.

For the Royal London Corporate Bond Monthly Income Trust, the Royal London UK FTSE4GOOD Tracker Trust, the Royal London Sustainable Managed Income Trust, the Royal London Sustainable Managed Growth Trust, Royal London Sustainable Diversified Trust and Royal London Sustainable World Trust, given each of the Schemes' investment objectives and policies, the Schemes will **principally invest in transferable securities but other investments may be made (with investment in units in collective investment schemes limited to 10% of the value of the Scheme)**.

The following paragraphs summarise the restrictions for UCITS schemes generally under the COLL Sourcebook.

## 8.4 TYPES OF INVESTMENT RELEVANT TO ALL SCHEMES

### 8.4.1 Transferable securities

A Scheme will generally invest in "approved securities" (as detailed below), which are transferable securities admitted to official listing in an EEA State or traded on an Eligible Securities Market (otherwise than by the specific permission of the market authority).

#### What is a transferable security?

A transferable security is an investment which is any of the following: a share, a debenture, a government and public security, a warrant or a certificate representing certain securities. An investment is not a transferable security if title to it cannot be transferred, or can be transferred only with the consent of a third party (although, in the case of an investment which is issued by a body corporate and which is a share or 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.

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

- (a) the potential loss which the Scheme may incur with respect to holding the transferable securities is limited to the amount it paid for it;
- (b) its liquidity does not compromise the ability of the Manager to comply with its obligation to redeem units at the request of any qualifying unitholder;
- (c) a reliable valuation is available for it as follows: (i) for a transferable security admitted to or dealt in on an eligible market, there are accurate reliable and regular prices which are either market prices or prices made available by valuation systems independent from issuers; and (ii) for a transferable security not admitted to or dealt in on an eligible market, there is a valuation on a periodic basis which is derived from information from the issuers of the transferable security or from competent investment research;

(d) appropriate information is available for it as follows: (i) for a transferable security admitted to or dealt in on an eligible market, there is regular accurate and comprehensive information available to the market on that security or, where relevant on the portfolio of the transferable security; and (ii) for a transferable security not admitted to or dealt in on an eligible market, there is regular and accurate information available to the Manager 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 Manager.

Unless there is information available to the Manager that would lead to a different determination, a transferable security which is admitted to, or dealt in on, an eligible market is presumed not to compromise the ability of the Manager to comply with its obligation to redeem units at the request of any qualifying unitholder and to be negotiable.

Note that a unit in a closed ended fund is taken to be a transferable security provided it fulfils the above criteria and either:

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

- it is subject to corporate governance mechanisms applied to companies; and

- 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

(b) where the closed ended fund is constituted under the law of contract:

- it is subject to corporate governance mechanisms equivalent to those applied to companies; and

- it is managed by a person who is subject to national regulation for the purposes of investor protection.

(Shares in UK investment trusts are classified as transferable securities.)

#### *Transferable securities linked to other assets*

A Scheme may invest in any other investment which may be taken to be a transferable security for the purposes of investment by a Scheme provided that the investment fulfils the criteria set out above and is backed by or linked to the performance of other assets which may differ from those in which a UCITS scheme can invest.

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

### What are "approved securities"?

Each Scheme will generally invest in "approved securities", which are transferable securities which are admitted to, or dealt in on, an eligible market as defined for the purposes of the COLL Sourcebook. Subject to the COLL Sourcebook, "approved securities" may also include recently issued transferable securities (explained below).

### Limited investment in unapproved securities

Not more than 10% in value of a Scheme's property is to consist of transferable securities which are not such "approved securities". This limit will also apply to any investment by the Royal London Corporate Bond Monthly Income Trust, the Royal London UK FTSE4GOOD Tracker Trust, the Royal London Sustainable Managed Income Trust, the Royal London Sustainable Managed Growth Trust, the Royal London Sustainable Diversified Trust and the Royal London Sustainable World Trust in approved money market instruments which are not within any of the three paragraphs under the heading 'Eligible money market instruments' below.

### Eligible Markets

An Eligible Market for the purpose of the COLL Sourcebook is:

- (a) a regulated market, which is a multilateral system operated and/or managed by a market operator, which brings together or facilitates the bringing together of multiple third party buying and selling interests in financial instruments – in the system and in accordance with its non-discretionary rules – in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules and/or systems, and which is authorised and functions regularly and in accordance with the provisions of Title III of the Markets in Financial Instruments Directive (MiFID);
- (b) a market in an EEA state which is regulated, operates regularly and is open to the public; or
- (c) a market which the Manager, after consultation with, and notification to, the Trustee, determines is appropriate for the purpose of investment of, or dealing in, the property of the Scheme and as set out in this Prospectus (see 'Eligible Securities Markets' at section 8.8 below). In accordance with the relevant criteria in the COLL Sourcebook, such a market must be regulated; operate regularly; recognised as a market or exchange or as a self-regulating organisation by an overseas regulator; open to the public; be adequately liquid; and have adequate arrangements for unimpeded transmission of income and capital to, or to the order of, investors.

### Recently issued transferable securities

Recently issued transferable securities may be held by a Scheme provided that:

- (a) the terms of issue include an undertaking that application will be made to be admitted to an eligible market; and
- (b) such admission is secured within a year of issue.

## 8.4.2 Derivatives

Under the COLL Sourcebook, derivatives (a contract for difference, a future or an option) are permitted for UCITS schemes for investment purposes. Derivative transactions may, under the COLL Sourcebook, be used for the purposes of efficient portfolio management (including hedging) or meeting the investment objectives or both. A transaction in a derivative must not cause a Scheme to diverge from its investment objectives.

Proposed use of Derivatives

**(a) For the Royal London UK Growth Trust, the Royal London UK Income With Growth Trust, the Royal London Sustainable Leaders Trust, the Royal London European Growth Trust and the Royal London US Growth Trust, each of the Schemes may use derivative transactions for the limited purpose of efficient portfolio management (including hedging) (as explained below).**

**(b) For the Royal London Corporate Bond Monthly Income Trust, the Royal London UK FTSE4Good Tracker Trust, the Royal London Sustainable Managed Income Trust, the Royal London Sustainable Managed Growth Trust, the Royal London Sustainable Diversified Trust and the Royal London Sustainable World Trust, each of the Schemes may use derivative transactions for the purposes of efficient portfolio management (including hedging) (as explained below) or meeting the investment objectives of the Scheme, or both. For the Royal London Corporate Bond Monthly Income Trust and the Royal London UK FTSE4Good Tracker Trust, the Manager only intends to use derivatives for the limited purposes of efficient portfolio management (including hedging).**

**Use of derivative transactions for efficient portfolio management (including hedging) is not expected to alter the risk profile of a Scheme, but such effect as there may be should be beneficial by way of reducing the risk profile, given the purpose for employing this technique.**

**For the Royal London Sustainable Managed Income Trust, the Royal London Sustainable Managed Growth Trust, the Royal London Sustainable Diversified Trust and the Royal London Sustainable World Trust, the Manager may also use derivatives for certain investment purposes to meet the investment objective of the Scheme, as well as for efficient portfolio management (including hedging). It is not intended that derivatives will form a major component of the Schemes' property and it is not expected to alter the risk profile of the Schemes.**

As mentioned above, the Manager must use a risk management process to enable it to monitor and measure as appropriate the risk of a Scheme's positions. This must include a Scheme's derivatives and forwards positions and their contribution to the overall risk profile of a Scheme. The Manager must provide details of the derivatives risk management process to the FCA before entering into any derivatives transactions and at least annually thereafter. This must include a true and fair view of the types of derivatives to be used together with their underlying risks and any quantitative limits, and the methods for estimating risks in derivatives.

The Manager should undertake the risk assessment with the highest care when the counterparty to the derivative is an associate of the Manager or the credit issuer.

### Total return swaps

Certain of the Schemes may be permitted to enter into total return swaps from time to time. Total return swaps are agreements whereby the Manager agrees on behalf of the Scheme to pay a stream of payments based on an agreed interest rate in exchange for payments representing the total economic performance, over the life of the swap, of the asset or assets underlying the swap. Through the swap the Scheme may take a long or short position in the underlying asset(s), which may constitute a single security or a basket of securities. Exposure through the swap closely replicates the economics of physical shorting (in the case of short positions) or physical ownership (in the case of long positions), but in the latter case without the voting or beneficial ownership rights of direct physical ownership. If a Scheme invests in total return swaps or other derivatives with the same characteristics, the underlying asset or index may be comprised of equity or debt securities, money market instruments or other eligible investments which are consistent with the investment objective and policies of the Scheme. The counterparties to such transactions are typically banks, investment firms, broker-dealers, collective investment schemes or other financial institutions or intermediaries. The risks involved in using derivatives for investment purposes include the risk of loss to a Scheme arising from the counterparty defaulting on its obligations under the total return swap. See section on "Risk Factors" below.

The counterparties to total return swaps entered into in relation to a Scheme will not assume any discretion over the composition or management of the Scheme's investment portfolio or over the underlying of the derivatives.

### Efficient portfolio management (including hedging)

Where using derivatives for the limited purposes of efficient portfolio management (including hedging), the Manager may utilise the property of a Scheme to enter into derivative and forward transactions relating to transferable securities (or for the Royal London Corporate Bond Monthly Income Trust, the Royal London UK FTSE4Good Tracker Trust, the Royal London Sustainable Managed Income Trust, the Royal London Sustainable Managed Growth Trust, the Royal London Sustainable Diversified Trust and the Royal London Sustainable World Trust, relating to transferable securities and approved money market instruments), 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:
  - The reduction of risk.
  - The reduction of cost.
  - The generation of additional capital or income for a Scheme with a risk level which is consistent with the risk profile of the Scheme and the risk diversification rules laid down in the COLL Sourcebook and in this Prospectus.

Any income or capital generated from efficient portfolio management techniques (including stock-lending) will be returned to the relevant Scheme net of direct and indirect operational costs.

### Permitted underlying assets for derivative transactions

The underlying of any transaction in a derivative must consist of any one or more of the following, where permitted for the Scheme:

- transferable securities;
- approved money market instruments admitted to, or dealt in on, an eligible market or with a regulated issuer;
- deposits;
- permitted derivatives;
- units in a collective investment scheme;
- financial indices which satisfy certain criteria;
- interest rates;
- foreign exchange rates; and
- currencies.

A UCITS scheme may not undertake a transaction in derivatives on commodities.

The financial indices mentioned above are those which satisfy the following criteria:

*(a) the index is sufficiently diversified*

A financial index is sufficiently diversified if it is composed in such a way that price movements or trading activities regarding one component do not unduly influence the performance of the whole index; where it is composed of assets in which a UCITS scheme is permitted to invest, its composition is at least diversified in accordance with the requirements with respect to spread and concentration set out for UCITS schemes; and, where it is composed of assets in which a UCITS scheme cannot invest it is diversified in a way which is equivalent to the diversification achieved by the requirements with respect to spread and concentration applicable to UCITS schemes;

*(b) the index represents an adequate benchmark*

A financial index represents an adequate benchmark for the market to which it refers if it measures the performance of a representative group of underlyings in a relevant and appropriate way; it is revised or rebalanced periodically to ensure that it continues to reflect the market to which it refers, following criteria which are publicly available; and the underlying is sufficiently liquid, allowing users to replicate it if necessary; and

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

An index is published in an appropriate manner if its publication process relies on sound procedures to collect prices and calculate and subsequently publish the index value, including pricing procedures for components where a market price is not available; and material information on matters such as index calculation, rebalancing methodologies, index changes or any operational difficulties in providing timely or accurate information is provided on a wide and timely basis.

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 any other underlyings which are permitted underlyings for a transaction in derivatives mentioned above, be regarded as a combination of those underlyings.



Permitted derivative transactions for UCITS schemes

Subject to certain detailed restrictions, a transaction in derivatives or a forward transaction may be effected for a Scheme if it is:

- (a) a permitted transaction; and
- (b) the transaction is covered;

in each case on the basis explained below.

For any derivative transaction, there are requirements specified if that transaction will or could lead to the delivery of property, and there must be an appropriate risk management process in place.

Permitted transactions

A transaction in a derivative must be either:

- (a) in an approved derivative, i.e. a transaction effected on or under the rules of an eligible market as set out above in section 8.4.1 (Eligible Markets).

In addition to the EEA markets described above in section 8.4.1 (Eligible Markets), the Eligible Derivatives Markets that, after consultation with, and notification to, the Trustee, the Manager has determined are appropriate for the purpose of investment of, or dealing in, the property of the Scheme are set out at section 8.9 below under the heading 'Eligible Derivatives Markets'.

or

- (b) subject to restrictions, an OTC derivative transaction.

Any transaction in an OTC derivative must be:

- (i) 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 permits it to enter into transactions as principal off – exchange.

- (ii) on approved terms

The terms of the transaction in derivatives are approved only if the Manager:

- carries out, at least daily, a reliable and verifiable valuation in respect of that transaction corresponding to its fair value and which does not rely only on market quotations by the counterparty; and

- can enter into one or more further transactions to sell, liquidate or close out that transaction at any time at its fair value.

For the purposes of paragraph (ii) above:

- fair value is the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties in an arm's length transaction.
- The Manager must:
  - establish, implement and maintain arrangements and procedures which ensure appropriate, transparent and fair valuation of the exposures of a UCITS scheme to OTC derivatives; and
  - ensure that the fair value of OTC derivatives is subject to adequate, accurate and independent assessment.

Where the arrangements and procedures referred to above involve the performance of certain activities by third parties, the Manager must comply with the additional requirements for a management company in the SYSC sourcebook and the due diligence requirements of AFMs of UCITS schemes in the COLL sourcebook.

The arrangements and procedures above must be:

- adequate and proportionate to the nature and complexity of the OTC derivative concerned; and
  - adequately documented.
- (iii) capable of reliable valuation

A transaction in derivatives is capable of reliable valuation only if the Manager, having taken reasonable care, determines that, throughout the life of the derivative (if the transaction is entered into), it will be able to value the investment concerned with reasonable accuracy:

- on the basis of an up to date market value which the Manager and the Trustee have agreed is reliable; or
- if the value referred to above is not available, on the basis of a pricing model which the Manager and the Trustee have agreed uses an adequate recognised methodology.

and

- (iv) subject to verifiable valuation

A transaction in derivatives is subject to verifiable valuation only if, throughout the life of the derivative (if the transaction is entered into), verification of the valuation is carried out by:

- an appropriate third party which is independent from the counterparty of the derivative, at an adequate frequency and in such a way that the Manager is able to check it; or
- a department within the Manager which is independent from the department in charge of managing the scheme property and which is adequately equipped for such a purpose.

The Trustee must take reasonable care to ensure that the Manager has systems and controls that are adequate to ensure compliance with (i) to (iv) above.

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 a collective investment scheme or derivatives.

Any forward transaction must be made 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 regarding permitted types of scheme property for a UCITS scheme including cash;
- (c) in the case of an OTC derivative, it complies with the requirements for OTC transactions in derivatives explained above;
- (d) its risks are adequately captured by the risk management process of the Manager, and by its internal control mechanisms in the case of risks of asymmetry of information between the Manager 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.

#### Derivatives exposure

A Scheme may invest in derivatives and forward transactions as part of its investment policy provided its global exposure relating to derivatives and forward transactions held in the Scheme does not exceed the net value of the scheme property, and its global exposure to the underlying assets does not exceed in aggregate the investment limits laid down below.

The Manager of a Scheme must calculate the global exposure of the Scheme on at least a daily basis.

Exposure must be calculated taking into account the current value of the underlying assets, the counterparty risk, future market movements and the time available to liquidate the positions.

The Manager must calculate the global exposure of any Scheme it manages either as:

- (a) the incremental exposure and leverage generated through the use of derivatives and forward transactions (including embedded derivatives as referred to in the COLL sourcebook) which may not exceed 100% of the net value of the scheme property; or
- (b) the market risk of the scheme property.

The Manager must calculate the global exposure of a Scheme by using:

- (a) the commitment approach; or
- (b) the value at risk approach.

The Manager must ensure that the method selected above is appropriate, taking into account:

- (a) the investment strategy pursued by the Scheme;
- (b) the types and complexities of the derivatives and forward transactions used; and
- (c) the proportion of the scheme property comprising derivatives and forward transactions.

Where a Scheme employs techniques and instruments including repo contracts or stock lending transactions in accordance with the COLL sourcebook (Stock lending) in order to generate additional leverage or exposure to market risk, the Manager must take those transactions into consideration when calculating global exposure.

Value at risk means a measure of the maximum expected loss at a given confidence level over the specific time period.

Where the Manager of a Scheme uses the commitment approach for the calculation of global exposure, it must:

- (a) ensure that it applies this approach to all derivative and forward transactions (including embedded derivatives), whether used as part of the scheme's general investment policy, for the purposes of risk reduction or for the purposes of efficient portfolio management in accordance with Stock lending rules; and
- (b) convert each derivative or forward transaction into the market value of an equivalent position in the underlying asset of that derivative or forward (standard commitment approach).

The Manager of a Scheme may apply other calculation methods which are equivalent to the standard commitment approach.

The Manager may take account of netting and hedging arrangements when calculating global exposure of a Scheme, where these arrangements do not disregard obvious and material risks and result in a clear reduction in risk exposure.

Cash obtained from borrowing, and borrowing which the Manager reasonably regards an eligible institution or approved bank to be committed to provide, is not available for cover unless the Trustee for the account of the Scheme borrows

an amount of currency from an eligible institution or approved bank and keeps an amount in another currency at least equal to the borrowing for the time being in the initial amount of currency on deposit with the lender (or his agent and nominee) in which case the requirements for cover applies if the borrowed currency and not the deposited currency were part of the scheme property.

The Manager must (as frequently as is necessary) re-calculate the amount of cover required in respect of derivatives and forward positions already in existence. Derivatives and rights under forward transactions may be retained in the scheme property only so long as they remain covered globally.

#### 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 a Scheme, may be entered into only if:

- (a) that property can be held for the account of the Scheme; and
- (b) the Manager, having taken reasonable care, determines that delivery of the property under that transaction will not occur or will not lead to a breach of the applicable restrictions.

#### Requirement to cover sales

No agreement by or on behalf of a Scheme to dispose of property or rights may be made unless:

- (a) the obligation to make the disposal and any other similar obligation could immediately be honoured by the Scheme by delivery of property or the assignment (or, in Scotland, assignation) of rights; and
- (b) such property and rights are attributable to the Scheme at the time of the agreement.

#### Exposure to underlying assets

Where a Scheme invests in derivatives, the exposure to the underlying assets must not exceed the spread limits explained in "Spread requirements" below, save that where a Scheme invests in an index based derivative, provided the relevant index falls within the definition of "relevant index" (being an index which satisfies the following criteria: (i) the composition is sufficiently diversified; (ii) the index represents an adequate benchmark for the market to which it refers; and (iii) the index is published in an appropriate manner), the underlying constituents of the index do not have to be taken into account for the purposes of the spread requirements. Such relaxation in respect of index based derivatives is subject to the requirement for the Manager to maintain a prudent spread of risk.

#### Transferable securities and money market instruments embedding derivatives

Where a transferable security or, for the Royal London Corporate Bond Monthly Income Trust, the Royal London UK FTSE4GOOD Tracker Trust, the Royal London Sustainable Managed Income Trust, the Royal London Sustainable Managed Growth Trust, the Royal London Sustainable Diversified Trust and the Royal London Sustainable World Trust, approved money market instrument embeds a derivative, this must be taken into account for the purposes of complying with the restrictions on derivatives.

A transferable security or an approved money market instrument will embed a derivative if it contains a component which fulfils the following criteria:

- (a) by virtue of that component some or all of the cash flows that otherwise would be required by the transferable security or approved money market instrument which functions as host contract can be modified according to a specified interest rate, financial instrument price, foreign exchange rate, index of prices or rates, credit rating or credit index or other variable, and therefore vary in a way similar to a standard alone derivative;
- (b) its economic characteristics and risks are not closely related to the economic characteristics and risks of the host contract; and
- (c) it has a significant impact on the risk profile and pricing of the transferable security or approved money market instrument.

A transferable security or an approved money market instrument does not embed a derivative where it contains a component which is contractually transferable independently of the transferable security or the approved money market instrument. That component shall be deemed to be a separate instrument.

#### 8.4.3 Collective investment schemes

Investment by a Scheme in units in collective investment schemes is subject to the following restrictions:

##### Additional restriction

No more than 10% of the value of a Scheme may be invested in units or shares in other collective investment schemes. This is in order that each Scheme may be available as an investment for certain fund of funds schemes. The following summary of the UCITS scheme restrictions relating to investment in units in collective investment schemes and those concerning the spread requirements (below) should be read accordingly.

##### Relevant types of collective investment scheme

Each Scheme may invest in any of the following types of collective investment scheme:

- (1) a scheme which complies with the conditions necessary for it to enjoy the rights conferred by the UCITS Directive. A UCITS scheme for this purpose also includes UCITS schemes established in other European member states which are recognised under section 264 of the Financial Services and Markets Act 2000 to meet the UCITS Directive requirements;
- (2) a scheme which is recognised under the provisions of section 270 of the Financial Services and Markets Act 2000 (schemes authorised in designated countries or territories);
- (3) a scheme which is a UK authorised scheme which is classified as a non-UCITS retail scheme, if the requirements set out in Article 50(1)(e) of the UCITS Directive are met;

- (4) a scheme which is authorised in another EEA State, if the requirements set out in Article 50(1)(e) of the UCITS Directive are met; or
- (5) a scheme which is authorised by the competent authority of an OECD member country (other than an EEA State) which has signed the IOSCO Multilateral Memorandum of Understanding and approved the scheme's management company, rules and depositary/custody arrangements, if the requirements set out in Article 50(1)(e) of the UCITS Directive are met.

In relation to the schemes mentioned in paragraphs (3) to (5) above, the requirements of Article 50(1)(e) of the UCITS Directive are that:

- the scheme is authorised under laws which provide that it is subject to supervision considered by UCITS competent authorities to be equivalent to that laid down in European Community law and that co-operation between authorities is sufficiently assured;
- the level of protection for unitholders in the scheme is equivalent to that provided for unitholders in UCITS schemes and, in particular, the rules on asset segregation, borrowing, lending and uncovered sales of transferable securities and money market instruments are equivalent to the requirements of the UCITS Directive;
- the business of the scheme is reported in half-yearly and annual reports to enable an assessment to be made of the assets and liabilities income and operations over the reporting period; and
- no more than 10% of the scheme's assets, whose acquisition is contemplated, can, according to its fund rules or instrument of incorporation, be invested in aggregate units of other UCITS schemes or other collective investment undertakings.

Any scheme in which a Scheme invests must have terms which prohibit more than 10% in value of the scheme property consisting of units in collective investment schemes.

It is therefore anticipated that UK non-UCITS retail schemes are likely to be possible investments, given that the COLL Sourcebook provisions for such schemes are very similar to those for UCITS retail schemes other than in investment respects.

Whilst investment is possible in schemes in any of the categories mentioned in paragraphs (1) to (5) above, not more than 30%\* in value of a UCITS scheme may be invested in schemes which are within paragraphs (2), (3), (4) and (5) above.

#### *Spread and diversification restrictions*

As mentioned below (see "Spread requirements"), no more than 20%\* in value of a UCITS scheme is to consist of units in any one collective investment scheme. For the purposes of this spread requirement, if investment is made in sub-funds of an umbrella scheme, each sub-fund is treated as if it were a separate scheme.

Also, as mentioned below (see "Concentration restrictions"), a Scheme must not acquire more than 25% of the units in any single collective investment scheme.

\* These limits apply to UCITS schemes in accordance with the COLL sourcebook but, in relation to each of the Schemes, are superseded by the more stringent 10% restriction outlined in the 'additional restriction' section above.

#### Investment in associated collective investment schemes

A Scheme may invest in associated collective investment schemes (other collective investment schemes which are managed or operated by the Manager or an associate of the Manager). In this connection, where an investment or disposal of units in such an associated collective investment scheme is made, and there is a charge in respect of such investment or disposal, the Manager must pay certain amounts within four business days following the date of the agreement to invest or dispose namely:

- when an investment is made, any preliminary charge; and
- when a disposal is made, any charge made for the account of the operator of the second scheme or an associate of any of them in respect of the disposal.

Note that, for this purpose, dilution is not regarded as part of any charge. The intention is to prevent any double charging of the preliminary charge on investment, or redemption charge on disinvestment.

### 8.5 **TYPES OF INVESTMENT RELEVANT TO THE ROYAL LONDON CORPORATE MONTHLY BOND INCOME TRUST, THE ROYAL LONDON UK FTSE4GOOD TRACKER TRUST, THE ROYAL LONDON SUSTAINABLE MANAGED INCOME TRUST, THE ROYAL LONDON SUSTAINABLE MANAGED GROWTH TRUST, THE ROYAL LONDON SUSTAINABLE DIVERSIFIED TRUST AND THE ROYAL LONDON SUSTAINABLE WORLD TRUST**

#### 8.5.1 Money market instruments

##### What is an "approved money market instrument"?

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) normally dealt in on the money market*

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

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



*(b) regarded as liquid*

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

and

*(c) has a value which can be accurately determined at any time*

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

- they enable the Manager to calculate a net asset value in accordance with the value at which the instrument held in the portfolio could be exchanged between knowledgeable willing parties in an arm's length transaction; and
- they are based either on market data or on valuation models including systems based on amortised costs.

*Eligible money market instruments*

Generally investment may be made in the following types of money market instrument:

*(1) Money market instruments admitted to/dealt in on an Eligible Market*

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, and so be an approved money market instrument, unless there is information available to the Manager that would lead to a different determination.

*(2) Money market instruments with certain regulated issuers*

In addition to instruments admitted to or dealt in on an eligible market, a UCITS scheme may invest in an approved money market instrument provided:

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

This is regarded as being the case if:

- (i) the instrument is an approved money market instrument (as explained above);
- (ii) appropriate information is available for the instrument (including information which allows an appropriate assessment of credit risks related to investment in it);

Generally, the following information must be available:

- information on both the issue or the issuance programme, and the legal and financial situation of the issuer prior to the issue of the instrument, verified by appropriately qualified third parties not subject to instructions from the issuer;

- updates of that information on a regular basis and whenever a significant event occurs; and
- available and reliable statistics on the issue or the issuance programme, or where appropriate, other data enabling an appropriate assessment of the credit risks related to investment in those instruments.

In the case of an approved money market instrument issued or guaranteed by a central authority of an EEA state or, if the EEA state is a federal state, one of the members making up the federation, the European Union or the European Investment Bank or a non EEA state or, in the case of a federal state, one of the members making up the federation, or which is issued by a regional or local authority of an EEA state or a public international body to which one or more EEA states belong and is guaranteed by a central authority of an EEA state or, if the EEA state is a federal state, one of the members making up the federation, information must be available on the issue or the issuance programme, or on the legal and financial situation of the issuer prior to the issue of the instrument;

and

- (iii) the instrument is freely transferable;
- (b) the instrument is:
  - (i) 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 federal state, one of the members making up the federation; a public international body to which one or more EEA member states belong; or
  - (ii) issued by a body, any securities of which are dealt in on an eligible market; or
  - (iii) issued or guaranteed by an establishment which is: (i) subject to prudential supervision in accordance with the criteria defined by European Community law or (ii) subject to and complies with prudential rules considered by the FCA to be at least as stringent as those laid down by European Community law. (This latter condition is considered satisfied if it is subject to and complies with prudential rules and fulfils one or more of the following criteria: it is located in the EEA; it is located in an OECD country belonging to the Group of Ten; it has at least investment grade rating or, on the basis of an in depth analysis of the issuer, it can be demonstrated that prudential rules applicable to that issuer are at least as stringent as those laid down by European Community law.)

### *(3) Other money market instruments with a regulated issuer*

In addition to instruments admitted to or dealt in on an eligible market, a UCITS scheme may also, with the express consent of the FCA (which takes the form of a waiver under Section 148 of the Financial Services and Markets Act 2000), invest in an approved money market instrument provided:

- (a) the issuer or issuer is itself regulated for the purpose of protecting investors and savings on the basis explained above;
- (b) investment in that instrument is subject to investor protection equivalent to that provided by instruments which satisfy the requirements explained above; and
- (c) the issuer is a company whose capital and reserves amount to at least €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 out 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 Community law or in 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 Community law.

#### Limited investment in money market instruments which are not "Eligible money market instruments"

Not more than 10% in value of the scheme property of a Scheme may consist of approved money market instruments which are not within any of the three paragraphs under the heading 'Eligible money market instruments' above (together with any transferable securities which are not approved securities as explained above).

### 8.5.2 Deposits

A Scheme may invest in deposits only if it is with an approved bank and is re-payable on demand or has the right to be withdrawn and matures in no more than 12 months.

## 8.6 **OTHER INVESTMENT POWERS AND RESTRICTIONS APPLICABLE TO ALL SCHEMES**

### 8.6.1 Geographic restrictions

The Trust Deeds for the Royal London UK Growth Trust, the Royal London UK Income With Growth Trust, the Royal London European Growth Trust, the Royal London US Growth Trust, and the Royal London UK FTSE4GOOD Tracker Trust contain restrictions which require that the capital property of the Scheme be invested in certain geographic areas or economic sectors. These restrictions will

apply until such date that the prospectus of any potential investing authorised fund ceases to require such restriction.

#### 8.6.2 Spread requirements

There are limitations on the proportion of the value of a Scheme which may be held in certain forms of investment. These rules relating to spread of investments do not apply until the expiry of six months after the initial offer of units of a Scheme, although the Manager must still aim to maintain a prudent spread of risk during this initial period.

##### General Spread Requirements

The general spread requirements are as follows:

- (a) Not more than 20% in value of a Scheme's property is to consist of deposits with a single body. This only applies to the Royal London Corporate Bond Monthly Income Trust, the Royal London UK FTSE4GOOD Tracker Trust, the Royal London Sustainable Diversified Trust, Royal London Sustainable Managed Income Trust, Royal London Sustainable Managed Growth Trust and the Royal London Sustainable World Trust.
- (b) Not more than 5% in value of a Scheme's property is to consist of transferable securities (or, for the Royal London Corporate Bond Monthly Income Trust, the Royal London UK FTSE4GOOD Tracker Trust, the Royal London Sustainable Managed Income Trust, the Royal London Sustainable Managed Growth Trust, the Royal London Sustainable Diversified Trust and the Royal London Sustainable World Trust, approved money market instruments) issued by a single body, except that:
  - (i) the 5% limit is increased to 10% in respect of up to 40% in value of the Scheme's property (and in applying these limits certificates representing certain securities are treated as equivalent to the underlying security); and
  - (ii) covered bonds need not be taken into account for the purposes of applying the limit of 40%. The limit of 5% is raised to 25% in value of the scheme property in respect of covered bonds, provided that, when a Scheme invests more than 5% in covered bonds issued by a single body, the total value of covered bonds must not exceed 80% in value of the scheme property.

**Note:** With the exception of the Royal London Sustainable Diversified Trust, the Royal London Sustainable Managed Income Trust, the Royal London Sustainable Managed Growth Trust and the Royal London Sustainable World Trust, no scheme may currently invest in covered bonds.

**Note:** For the Royal London UK FTSE4Good Tracker Trust, up to 20% in value of the Scheme's property may be invested in shares and debentures which are issued by the same body, and this 20% limit may be raised to 35% in value of the Scheme property but only in respect of one body and where justified by exceptional market conditions.

- (c) The exposure to any one counterparty in an OTC derivative transaction must not exceed 5% in value of a Scheme's property although this limit is raised to 10% where the counterparty is an approved bank.

- (d) Not more than 20% in value of a Scheme is to consist of transferable securities or, for the Royal London Corporate Bond Monthly Income Trust, the Royal London Sustainable Managed Income Trust, the Royal London Sustainable Managed Growth Trust, the Royal London UK FTSE4GOOD Tracker Trust, the Royal London Sustainable Diversified Trust and the Royal London Sustainable World Trust, approved money market instruments issued by the same group (meaning companies included in the same group for the purposes of consolidated accounts as defined in accordance with EU Directive 83/349/EEC or in the same group in accordance with international accounting standards).
- (e) Not more than 20% in value of a UCITS scheme is to consist of units in any one collective investment scheme (in relation to each of the Schemes this limit is superseded by the more stringent 10% restriction outlined in the 'additional restriction' section above).

In applying the limits in (a), (b) and (c) and subject to the restrictions on covered bonds mentioned in (b) above, in relation to a single body not more than 20% in value of a Scheme's property is to consist of any combination of any two or more of the following:

- transferable securities (including covered bonds) or approved money market instruments issued by that body; or
- deposits made with that body; or
- exposure from OTC derivatives transactions made with;

that body. Notwithstanding that these limits do not apply to government and public securities, and subject as mentioned below, in applying this 20% limit with respect to a single body, government and public securities issued by that body shall be taken into account.

#### Government and public securities

The above restrictions do not apply in respect of a transferable security or an approved money market instrument to which this paragraph applies.

With the exception of the Royal London Sustainable Diversified Trust, Royal London Sustainable Managed Income Trust and Royal London Sustainable Managed Growth Trust, no more than 35% of the Scheme's property will be invested in government and public securities issued or guaranteed by a single state, local authority or public international body. Apart from this restriction, there is no limit on the amount which may be invested in such securities or in any one issue.

For the Royal London Sustainable Diversified Trust, the Royal London Sustainable Managed Income Trust and the Royal London Sustainable Managed Growth Trust more than 35% of the Scheme's property may be invested in such securities issued or guaranteed by the UK Government.

#### Exposure to OTC derivatives

- (1) The Manager of a Scheme must ensure that counterparty risk arising from an OTC derivative is subject to the limits set out above.

- (2) When calculating the exposure of a Scheme to a counterparty in accordance with the limits in the COLL Sourcebook, the Manager must use the positive mark-to-market value of the OTC derivative contract with that counterparty.
- (3) The Manager may net the OTC derivative positions of a Scheme with the same counterparty, provided:
  - (a) it is able legally to enforce netting agreements with the counterparty on behalf of the Scheme.
  - (b) the netting agreements in (a) do not apply to any other exposures a Scheme may have with that same counterparty.
- (4) The Manager of a Scheme may reduce the exposure of scheme property to a counterparty of an OTC derivative through the receipt of collateral. Collateral received must be sufficiently liquid so that it can be sold quickly at a price that is close to its pre-sale valuation and must otherwise comply with the requirements of the ESMA Guidelines on ETFs and other UCITS issues (ESMA/2012/832EN).
- (5) The Manager of a Scheme must take collateral into account in calculating exposure to counterparty risk in accordance with the limits when it passes collateral to an OTC counterparty on behalf of the Scheme.
- (6) Collateral passed in accordance with (4) may be taken into account on a net basis only if the Manager is able legally to enforce netting arrangements with this counterparty on behalf of the Scheme.
- (7) The Manager of a Scheme must calculate the issuer concentration limits referred to above on the basis of the underlying exposure created through the use of OTC derivatives pursuant to the commitment approach.
- (8) In relation to the exposure arising from OTC derivatives as referred to above, the Manager must include any exposure to OTC derivative counterparty risk in the calculation.

#### Use of index based derivatives

Where a scheme invests in an index based derivative, provided the relevant index complies with the above criteria, the underlying constituents of the index do not need to be taken into account for the purposes of the spread requirements provided the Manager takes into account the requirement to provide a prudent spread of risk.

#### 8.6.3 Schemes replicating an index (for the Royal London UK FTSE4GOOD Tracker Trust)

The investment policy of the Royal London UK FTSE4GOOD Tracker Trust is to replicate the composition of a relevant index which satisfies certain criteria. Consequently, the Royal London UK FTSE4GOOD Tracker Trust may invest up to 20% in value of the property of the Scheme in shares and debentures which are issued by the same body. This 20% limit is raised up to 35% in value of the property of the Scheme but only in respect of one body and where justified by exceptional market conditions.

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.

#### 8.6.4 Concentration restrictions

The Manager must not acquire for a Scheme:

- (a) transferable securities (other than debt securities) issued by a company which do not carry rights to vote at a general meeting of that company and represent more than 10% of the securities issued by that company, or
- (b) more than 10% of the debt securities (which are debentures, government and public securities and warrants which confer rights of investment in these) issued by a single body (subject to the exception applicable to Schemes replicating an index); or
- (c) more than 25% of the units in a collective investment scheme; or
- (d) in addition for the Royal London Corporate Bond Monthly Income Trust, the Royal London Sustainable Managed Income Trust, the Royal London Sustainable Managed Growth Trust, the Royal London UK FTSE4GOOD Tracker Trust, the Royal London Sustainable Diversified Trust and the Royal London Sustainable World Trust, more than 10% of the approved money market instruments issued by any single body;

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

#### 8.6.5 Prohibition on acquiring significant influence in a company

The Manager may only acquire or cause to be acquired for a Scheme 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 such securities held by the Scheme, taken together with any such securities already held for other schemes for which it is the manager, does not give the Manager power significantly to influence the conduct of business of that corporate body; or
- (b) the acquisition will not give the Manager such power. The power significantly to influence is assumed if the Manager can, because of the transferable securities held for all the schemes of which it is the Manager, 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).

#### 8.6.6 Warrants

A warrant is an instrument giving entitlements to investments (a warrant or other instrument entitling the holder to subscribe for a share, debenture or government and public security) and any other transferable security (not being a nil paid or partly paid security) which is listed on an eligible securities market; and is akin to an investment which is an instrument giving entitlements to investments, in that it involves a down payment by the then holder and a right later to surrender the instrument and pay more money in return for a further transferable security.

In relation to the Royal London Corporate Bond Monthly Income Trust and the Royal London UK FTSE4GOOD Tracker Trust, the Manager does not intend to enter into warrants except for limited purposes which are consistent with a Scheme's investment objective and policy. Not more than 5% in value of a Scheme's property may consist of warrants.

#### 8.6.7 Nil and partly paid securities

A transferable security or approved money market instrument on which any sum is unpaid is 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 Manager at the time when payment is required without contravening the COLL Sourcebook as it applies to the Scheme.

#### 8.6.8 Stock lending

Stock lending covers techniques relating to transferable securities and approved money market instruments which are used for the purpose of efficient portfolio management.

(For this purpose efficient portfolio management means techniques and instruments which relate to transferable securities and approved money market instruments and which:

- (a) are economically appropriate in that they are realised in a cost effective way.
- (b) are entered into for one or more of the following specific aims: reduction of risks; reduction of costs; generation of additional capital or income for the scheme with a risk level which is consistent with the risk profile of the scheme and the risk diversification rules laid down in the COLL Sourcebook.)

It permits the generation of additional income for the benefit of the Scheme and hence its investors, by entering into stock lending transactions for the account of the Scheme.

Stock lending involves a lender transferring securities to a borrower otherwise than by way of sale and the borrower transferring those securities, or securities of the same type and amount, back to the lender at a later date. In accordance with market practice, a separate transaction by way of transfer of assets is involved for the purposes 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 stock lending arrangement or repo contract may be entered into in respect of a Scheme when it is appropriate with a view to generating additional income with an acceptable degree of risk. The Trustee at the Manager's request, may



enter into a repo contract or a stock lending arrangement of a kind described in section 263B of the Taxation of Chargeable Gains Act 1992 (without extension by section 263C) on certain terms specified in the COLL Sourcebook. Subject to the COLL Sourcebook there is no limit on the value of the property of a Scheme which may be the subject of stock lending transactions.

Where a stock lending arrangement is entered into, the scheme property remains unchanged in terms of value. The securities transferred cease to be part of the scheme property but there is obtained in return an obligation on the part of the counterparty to transfer back equivalent securities. The Trustee will also receive collateral to set against the risk of default and transfer and that collateral is equally irrelevant to the value of the scheme property. The COLL Sourcebook make provision for treatment of collateral in that context. Where the scheme generates leverage through the re-investment of collateral, this should be taken into account in the calculation of the scheme's global exposure.

The Manager should ensure that it is able at any time to recall any security that has been lent out or terminate any securities lending agreement into which it has entered.

Where a reverse repurchase agreement is entered into in relation to a Scheme, the Manager should ensure that it is able at any time to recall the full amount of cash or to terminate the reverse repurchase agreement on either an accrued basis or a mark-to-market basis. For a repurchase agreement entered into in relation to a Scheme, the Manager should ensure that it is able at any time to recall any securities subject to the repurchase agreement or to terminate the repurchase agreement into which it has entered. Fixed-term repurchase and reverse repurchase agreements that do not exceed seven days should be considered as arrangements on terms that allow the assets to be recalled at any time by the Manager.

#### 8.6.9 Power to underwrite or accept placings

The exposure of a Scheme to agreements and understandings which are underwriting or sub underwriting agreements, or contemplate the securities will or may be issued or subscribed for or acquired for the account of the Scheme, must, on any day be covered (as explained above in relation to derivative transactions) and such that, if all possible obligations arising under them had immediately to be met in full, there would be no breach of any limit in the COLL Sourcebook.

#### 8.6.10 Guarantees and indemnities

The Trustee (on account of the Scheme) must not provide any guarantee or indemnity in respect of the obligation of any person. None of the property of the Scheme may be used to discharge any obligation arising under any guarantee, or indemnity with respect to the obligation of any person.

This is subject to exceptions in the case of any indemnity or guarantee given for margin requirements where the derivatives or forward transactions are being used in accordance with the COLL Sourcebook (summarised above) and indemnities given to give to the person winding up a body corporate or other scheme in circumstances where those assets are becoming the first part of the scheme property by way of a unitisation.

#### 8.6.11 Borrowing

The Trustee (on the instructions of the Manager) may borrow money for the use of a Scheme on terms that the borrowing is to be repayable out of the property of the Scheme from an eligible institution or an approved bank (e.g. a bank or building society). Borrowings may be arranged with the Trustee. The Manager must ensure that any such borrowings comply with the COLL Sourcebook.

Borrowing must be on a temporary basis and not be persistent, and in any event must not exceed 3 months without the prior consent of the Trustee. The Trustee's consent may be given only on conditions which appear appropriate to the Trustee to ensure that the borrowing remains on a temporary basis.

The Manager must ensure that borrowing for a Scheme does not exceed 10% of the value of the property of the Scheme on any business day.

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

#### 8.6.12 Restrictions on lending

None of the money in the scheme property of a Scheme may be lent and, for the purposes of this prohibition, money is lent by a Scheme if it is paid to a person (the payee) on the basis that it should be repaid whether or not by the payee. (This restriction does not prevent the acquiring of a debenture, nor the placing of money on deposit or in a current account.)

The scheme property of the Scheme other than money must not be lent by way of deposit or otherwise, although stock lending transactions are not regarded as lending for this purpose. The scheme property must not be mortgaged. This rule does not however prevent the Trustee at the request of the Manager from lending, depositing, pledging or charging the scheme property for margin requirements where transactions in derivatives or forward transactions are used for the account of the Scheme in accordance with the COLL Sourcebook.

#### 8.6.13 Cash and near cash

At times it is appropriate for a Scheme not to be fully invested. However, the Manager may make deposits. A Scheme may hold cash and "near cash" where this may reasonably be regarded as necessary in order to enable:

- (i) redemption of units; or
- (ii) efficient management of the Scheme in accordance with its investment objectives; or
- (iii) other purposes which may usefully be regarded as ancillary to the investment objectives of the Scheme.
- (iv) in addition for the Royal London Corporate Bond Monthly Income Trust, the Royal London Sustainable Managed Income Trust, the Royal London Sustainable Managed Growth Trust, the Royal London UK FTSE4GOOD Tracker Trust, the Royal London Sustainable Diversified Trust and the

Royal London Sustainable World Trust, the pursuit of the Scheme's investment objectives.

During the initial offer period of a Scheme, the Scheme may consist of cash and near cash without limitation.

#### 8.6.14 Immovable property

The Schemes shall not invest in immovable property.

#### 8.6.15 Collateral management

The Manager has a collateral management policy which defines "eligible" types of collateral which the Schemes may receive to mitigate counterparty exposure (including any applicable haircuts). A haircut is a reduction to the market value of the collateral in order to allow for a cushion in case the market value of that collateral falls. Collateral will generally be of high quality and liquid e.g. cash and government securities. The policy will also include any additional restrictions deemed appropriate by the Manager. The Manager will accept the following permitted types of collateral: cash, government securities, certificates of deposit; bonds or commercial paper issued by "relevant institutions".

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, together with the outcome of any stress tests performed under normal and exceptional liquidity conditions.

Where cash collateral, is received, if it is reinvested, it will be diversified in accordance with the requirements of ESMA's Guidelines on ETFs and other UCITS issues (ESMA/2012/832EN).

Where a Scheme re-invests cash collateral in one or more permitted types of investment, 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.

### 8.7 BREACHES OF THE INVESTMENT AND BORROWING POWERS AND LIMITS

Generally the Manager must, at its own expense, take action to rectify a breach of the investment and borrowing powers and limits as soon as it becomes aware of it. However:

- if the reason for the breach is beyond the control of the Manager and the Trustee, the Manager must take the steps necessary to rectify a breach as soon as it is reasonably practicable having regard to the interests of unitholders, and, in any event, within six months or, if it is a transaction in derivatives or a forward transaction, five business days; and
- if the exercise of rights conferred by an investment held by a Scheme would involve a breach, the Scheme may still exercise those rights if:
  - the prior written consent of the Trustee is obtained; and
  - the Manager then takes the steps necessary to rectify the breach as soon as is reasonably practicable having regard to the interests of unitholders

and, in any event, within six months or, if it is a transaction in derivatives or a forward transaction, five Business Days.

Immediately upon the Trustee becoming aware of any breach of any of the investment and borrowing powers and limits, it must ensure that the Manager takes such appropriate action.

## 8.8 ELIGIBLE SECURITIES MARKETS

In addition to markets listed above in section 8.4.1 (Eligible Markets), the Manager, after consultation with the Trustee, has designated the eligible securities markets as set out below.

### 8.8.1 Royal London Sustainable Managed Growth Trust, Royal London Sustainable Managed Income Trust, Royal London Sustainable Leaders Trust, Royal London Sustainable Diversified Trust and Royal London Sustainable World Trust

<b>Country</b>	<b>Market</b>
Australia	ASX Limited
Canada	Toronto Stock Exchange
China	Shanghai Stock Exchange Shenzhen Stock Exchange
Hong Kong	Stock Exchange of Hong Kong Ltd
India	BSE Ltd (Bombay Stock Exchange)
Indonesia	Indonesia Stock Exchange
Japan	Tokyo Stock Exchange Osaka Securities Exchange
Republic of Korea	Korea Exchange
Malaysia	Bursa Malaysia Securities Berhad
Mexico	Bolsa Mexicana de Valores
Philippines	Philippine Stock Exchange
New Zealand	NZX Limited
Singapore	Singapore Stock Exchange
South Africa	JSE Limited
Switzerland	SIX Swiss Exchange
Taiwan	The Taiwan Stock Exchange Ltd
Thailand	Stock Exchange of Thailand
Turkey	Borsa Istanbul AS
United Kingdom	Alternative Investment Market
United States	New York Stock Exchange NASDAQ NYSE MKT Inc

### 8.8.2 Royal London European Growth Trust \*

Switzerland	SIX Swiss Exchange
Turkey	Borsa Istanbul AS

### 8.8.3 Royal London US Growth Trust \*

United States	NYSE MKT Inc New York Stock Exchange NASDAQ
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\* Notwithstanding the restrictions listed in the Scheme’s objectives, the Royal London European Growth Trust and the Royal London US Growth Trust may invest in securities traded on the London Stock Exchange, but only for investments relative to the objective/geographic area of that Scheme.

## 8.9 ELIGIBLE DERIVATIVES MARKETS

In addition to markets listed above in section 8.4.1 (Eligible Markets), the Manager, after consultation with the Trustee, has designated the eligible derivatives markets as set out below:

8.9.1 Each of the Schemes may deal in derivatives traded on NYSE Liffe Futures and Options where such derivatives, or the underlying investments, are within the geographical scope of the Schemes' investment objectives.

### 8.9.2 Royal London US Growth Trust

<b>Country</b>	<b>Market</b>
United States	Chicago Board Options Exchange Chicago Mercantile Exchange

### 8.9.3 Royal London Sustainable Managed Income Trust, Royal London Sustainable Managed Growth Trust, Royal London Sustainable Leaders Trust, Royal London Sustainable Diversified Trust and Royal London Sustainable World Trust

<b>Country</b>	<b>Market</b>
Australia	ASX Ltd
Hong Kong	Hong Kong Futures Exchange
Japan	Tokyo Financial Exchange
United States	Chicago Board Options Exchange Chicago Mercantile Exchange

## 9. **TERMINATION OF SCHEMES**

9.1 A Scheme will be terminated when:

- (a) the order declaring that Scheme to be an authorised unit trust scheme is revoked; or
- (b) the Financial Conduct Authority determines that such order be revoked at the request of the Manager or the Trustee; or
- (c) a duly approved scheme of amalgamation or reconstruction becomes effective.

- 9.2 On the occurrence of such an event:
- (a) the Trustee shall cease to create and cancel units in the Scheme;
  - (b) the Manager shall cease to issue and redeem units in the Scheme; and
  - (c) the Trustee shall proceed to wind up the Scheme.
- 9.3 Where the Trustee proceeds to wind up the Scheme in the circumstances described in 9.1(c) above, following the passing of an extraordinary resolution approving the amalgamation of the Scheme with another body or scheme, the Scheme shall be wound up in accordance with that resolution or the terms of the approved amalgamation.
- 9.4 In any other case, the Trustee shall, as soon as practicable after the Scheme falls to be wound up, realise the property of the Scheme and, after paying or retaining adequate provision for all liabilities properly payable out of such property and retaining provision for the costs of the winding up, shall (subject to receiving satisfactory evidence of entitlement) distribute the proceeds of that realisation to the holders and the Manager in proportion to their respective interests in the Scheme. Any unclaimed net proceeds or other cash held by the Trustee after the expiration of 12 months from the date on which the same became payable shall be paid into Court.

## 10. **RISK FACTORS**

The risk factors set out below apply to all of the Schemes unless stated otherwise.

What you get back from your investment is not guaranteed. In particular:

- Investment growth could be lower than illustrated;
- Past performance is not a reliable indicator of future performance;
- The value of your investment may go down as well as up;
- We cannot guarantee any capital growth nor income from your investment into any of the Schemes.
- Should you need to cash in your investment at any time, you might get back less than you have invested. This could be as a result of poor investment performance or the effect of exchange rates on your investment.
- When we receive your investment we will send you a notice of your right to cancel. On receipt you will then have 30 days in which you can change your mind. If you have chosen to invest a monthly contribution into your trust(s) you will receive back any contributions you have paid to us. However if you have invested a lump sum and the unit price of your trust(s) has fallen, then you will not get back the full amount of your investment. Appropriate arrangements are in place for non-retail clients, as agreed with those clients.
- If you are saving regularly with a specific objective in mind, it is important to keep up your contributions. Even then there is no guarantee that the returns will be sufficient for your purpose.
- Tax laws may change. The tax information in this document is based on our current understanding.
- Investments made during a period of low inflation may not be worth as much should inflation rates rise, even if the realisable value does not change.
- There is a lack of certainty that environmental factors, such as the current tax regime will persist.

- There is a risk to your capital, including potential risk of erosion, should you decide to take withdrawals from your investment.
- Overseas investments are not held in Sterling. Therefore, exchange rate changes could reduce the value of your investment. (Royal London European Growth, Royal London US Growth, Royal London Sustainable Leaders, Royal London Sustainable Diversified, Royal London Sustainable Managed Income Trust, Royal London Sustainable Managed Growth Trust, Royal London Sustainable World Trust and Royal London Corporate Bond Monthly Income Trusts only.)
- Investments in the Scheme (either directly or indirectly through ISAs) may not be suitable for all investors. If you are in any doubt you should seek independent financial advice, although you will have to bear the costs of such advice.
- **As noted under the heading 'Proposed use of Derivatives' above, each scheme may use derivatives for the purposes of efficient portfolio management (including hedging), and some may also use derivatives for the purposes of meeting the investment objectives. Derivatives have the potential either to increase or reduce existing market risk within a Scheme, introduce new types of market or credit risk to a Scheme, or introduce counterparty risk to a Scheme. Investment in derivatives may therefore, to some extent, alter the risk profile of a Scheme. However, for each Scheme, it is not intended that derivatives will form a major component of the Scheme's property and it is not expected to alter the risk profile of the Scheme.**

Risks applying to the Royal London Sustainable Managed Growth Trust and the Royal London Sustainable Managed Income Trust (the **Debt Funds**)

The Debt Funds invests 'in noninvestment grade bonds'. Debt securities carry a credit risk that the entity who issues a fixed income security cannot repay principal or pay interest when due. This risk is higher when the fixed income security has a low credit rating – these fixed income securities are known as 'non-investment grade bonds' or 'non-investment grade debt securities' and have the potential for greater losses. The market for debt securities which are rated below investment grade and/or have a lower credit rating generally is of lower liquidity and less active than for higher rated debt securities and a Scheme's ability to liquidate its holdings in response to changes in the economy or the financial markets may be further limited by factors such as adverse publicity and investor perception. The Debt Funds hold fixed income investments and may be affected by changes in interest rates. As interest rates rise, the value of fixed income investments tends to fall, and so will the value of these Schemes. In contrast, if interest rates fall the value of these investments and of these Schemes, may rise

#### Royal London UK Income with Growth Trust

The taking of charges from the Scheme's capital may erode capital and/or constrain capital growth.

#### Royal London Corporate Bond Monthly Income Trust

The overall return (i.e. capital and income) from an investment in the Royal London Corporate Bond Monthly Income Trust will fall or rise as a consequence of a number of factors, but in particular, the capital value is likely to fall when interest rates rise and vice versa. Additionally, although the majority (at least 80%) of the Scheme's investments will be in investment grade bonds (Standard & Poor's rating BBB minus, or equivalent or above), a limited proportion may be in bonds of a lower grade which are subject to a greater risk of default leading to loss of capital.

#### Royal London UK FTSE4Good Tracker Trust

The Royal London UK FTSE4Good Tracker Trust tracks the FTSE4Good™ UK Index. As the Scheme is passively managed, the Manager cannot take any action to counter the effect of adverse market conditions if they occur, and nor can the Manager adjust the portfolio in order to seek to achieve out-performance of the Index. As the investments will seek to replicate the Index, there may be greater concentration of certain investments than is normally the case with an actively managed fund, and so less effective diversification of investment risk than is often achieved through actively managed UK equity funds.

#### Royal London Sustainable Leaders Trust

The investment strategy is concentrated upon specific stocks, including some companies based overseas, and as a consequence, its portfolio is not represented in many areas of industry and commerce. Therefore the price of units cannot be expected to move in a manner similar to that of the broad UK stock market and could be more volatile.

#### Royal London Sustainable Managed Growth Trust

The investment mandate will result in certain industries being excluded as a result of our ethical investment policy, in addition to including some companies based overseas. As a consequence, its portfolio could be more volatile. However, the CIS Sustainable Managed Growth Trust will look to manage risk/volatility through active asset allocation and will remain primarily invested in fixed interest securities.

#### Royal London Sustainable Managed Income Trust

The overall return (i.e. capital and income) from an investment in the Royal London Sustainable Managed Income Trust will fall or rise as a consequence of a number of factors, but in particular, the capital value of the debt and debt-related securities are likely to fall when interest rates rise and vice versa. Additionally, a proportion of the Scheme's investments will be in high yielding, sub-investment grade bonds which are subject to a greater risk of default (and potential loss of capital) than investment grade bonds.

The investment mandate will result in certain industries being excluded as a result of our ethical investment policy, in addition to including some issuing companies being based overseas. As a consequence, the portfolio could be more volatile than a similar fund that doesn't have sustainable (ethical) criteria.

#### Royal London Sustainable Diversified Trust

The investment mandate will result in certain industries being excluded as a result of our ethical investment policy, in addition to including some companies based overseas. As a consequence, its portfolio could be more volatile. However, the Royal London Sustainable Diversified Trust will look to manage risk/volatility through active asset allocation.

#### Royal London Sustainable World Trust

As noted above, overseas investments are not held in Sterling, and therefore, exchange rate changes could reduce the value of your investment. Such regional diversification may increase the volatility of the Scheme.



The investment mandate will result in certain industries being excluded as a result of our ethical investment policy. As a consequence, there may be increased risk due to reduced diversification opportunities.

## **COMMISSION**

The Manager effects transactions on which commissions or other charges are payable, through other affiliated Group companies including the Royal London Mutual Insurance Society Limited, as well as through other unconnected brokers. Information about dealing commissions and mark-ups and mark-downs paid in respect of these transactions will be given in the Manager's annual report to Unitholders.

When executing orders, or placing orders with other entities for execution, that relate to financial instruments for, or on behalf of, the Scheme, the investment adviser will not accept and retain any fees, commissions or monetary benefits; or accept any non-monetary benefits, where these are paid or provided by any third party or a person acting on behalf of a third party. The investment adviser will return to each relevant Fund as soon as reasonably possible after receipt any fees, commissions or any monetary benefits paid or provided by any third party or a person acting on behalf of a third party in relation to the services provided to that fund, and disclose in the annual report the fees, commissions or any monetary benefits transferred to them.

The investment adviser may, however, accept without disclosure minor non-monetary benefits that are capable of enhancing the quality of service provided to the relevant Scheme; and of a scale and nature such that they could not be judged to impair their compliance with its duty to act honestly, fairly and professionally in the best interests of each Scheme.

## **CONFLICTS OF INTEREST**

The Manager and other companies within the Royal London group may, from time to time, act as managers to other funds or sub-funds which follow similar investment objectives to those of the Funds. The Schemes may also invest in other funds managed by the Manager and other companies within the Royal London group.

It is therefore possible that the Manager may in the course of its business have potential conflicts of interest with a Scheme or Schemes and/or other funds managed by the Manager. The Manager will, however, have regard in such event to its obligations under the Trust Deeds and, in particular, to its obligation to act in the best interests of the Scheme so far as practicable, having regard to its obligations to other clients, when undertaking any investment business where potential conflicts of interest may arise. Where a conflict of interest cannot be avoided, the Manager will ensure that the Scheme and the other funds it manages are fairly treated.

The Manager maintains a written conflict of interest policy. The Manager acknowledges that there may be some situations where the organisational or administrative arrangements in place for the management of conflicts of interest are not sufficient to ensure, with reasonable confidence, that risks of damage to the interests of the Scheme or its Unitholders will be prevented. Should any such situations arise the Manager will, as a last resort, if the conflict cannot be avoided, disclose these to Unitholders in an appropriate format.

## **EXERCISE OF VOTING RIGHTS**

The Manager has a strategy for determining when and how voting rights attached to ownership of Scheme Property are to be exercised for the benefit of each Scheme. Please contact the Manager for a copy of this policy.

## **BEST EXECUTION POLICY**

The Manager must act in the best interests of each Scheme when executing decisions to deal on behalf of the relevant Fund. The policy sets out (i) the systems and controls that have been put in place and (ii) the basis upon which the Manager will effect transactions and place orders in relation to the Company whilst complying with its obligations under the handbook of rules issued by the FCA to obtain the best possible outcome for each transaction undertaken on behalf of the Schemes. Details of the best execution policy are available from the Manager on request. If you have any questions regarding the policy please contact the Manager or your professional adviser.

## **TELEPHONE RECORDING**

Please note that the Manager may record telephone calls for training and monitoring purposes and to confirm investors' instructions. Recordings will be provided on request for a period of at least five years from the date of such recording, or, where requested by a competent regulatory authority, for a period of seven years, where we can identify the call coming from you. If you ask us to send you a recording of a particular call, we may ask for further information to help us identify the exact call to which your request relates.

## **COMPLAINTS**

If a client wishes to make a complaint about the Manager's role in respect of any of the Schemes detailed in this Prospectus, please contact:

### **in writing:**

Customer Relations  
Royal London  
Royal London House  
Alderley Road  
Wilmslow  
SK9 1PF

### **By phone:**

0161 274 8890

If the complaint is not dealt with to the satisfaction of a retail client, the client can then complain to:

Financial Ombudsman Service  
Exchange Tower London  
E14 9SR  
Tel: 0300 123 9 123

A copy of the customer leaflet "Our commitment to handling complaints" summarising the Manager's complaints handling procedures is available on request. Making a complaint will not prejudice your rights to commence legal proceedings.

## **BENCHMARK REGULATIONS**

Unless otherwise disclosed in this Prospectus, the indices or benchmarks utilised by the Schemes are, as at the date of this Prospectus, provided by benchmark administrators who are making use of the transitional arrangements afforded under Regulation (EU) 2016/1011 (the "Benchmark Regulation") and accordingly do not appear on the register of administrators and benchmarks maintained by ESMA pursuant to Article 36 of the Benchmark Regulation. Updated information on this register will be available no later than 1 January 2020. Royal London maintains a written plan setting out the actions that will be taken in the event of the benchmark materially changing or ceasing to be provided.

# APPENDIX 1

## DETAILS OF THE SCHEMES

### ROYAL LONDON UK GROWTH TRUST

#### **Investment Objective and Policy**

The investment objective is to provide an above-average capital growth from a diverse portfolio of UK equities in any economic sector.

**PRN: 633618**

#### **Type of scheme**

UCITS

#### **Authorisation and Launch of Scheme**

The Scheme was authorised on 11 August 1989 and the trust deed is dated 2 August 1989 (as amended).

#### **Investment Adviser**

Royal London Asset Management Ltd

#### **Type of Units**

Class A: Income Units

#### **Minimum Investment Levels**

(a) Min. Initial Investment

£1,000

(b) Min. Subsequent Investment

£500

(c) Min. Redemption Amount

£250 (Note that if an instruction to redeem leaves the holder with a residual holding of less than £500, the Manager may treat the instruction as one to redeem of the entire holding)

The Manager reserves the right to set higher minimum investment levels in accordance with the COLL Sourcebook.

The minimum investment, subsequent investment and minimum redemption amounts may be waived by the Manager.

A monthly payment scheme is available – see paragraphs 4.1.10 – 4.1.20 above for further details.

#### **Management Charges**

(a) Manager's Initial Charge

5% (this is the maximum figure the Manager is permitted to charge and it may be waived at the Manager's discretion. This is currently discounted to 1.5%)

(b) Manager's Periodic Charge

1.5%

c) Ongoing Charges Figure

The Ongoing Charges Figure may be found in the relevant Key Investor Information Document or the Scheme's annual or half-yearly report.

#### **Accounting Dates**

Final..... 31 July

Interim..... 31 January

#### **Income Payment Dates**

Final..... 30 September

Interim..... 31 March

#### **Pricing**

This Scheme is dual priced.

#### **Base Currency**

Sterling £

#### **General**

As a unitholder you are entitled to a copy of the latest report & accounts and the Key Investor Information Document for this Scheme at any time, available on request.

As a unitholder you have voting rights, see section 6.12 for further details.

Investors should note that portfolio transaction costs are deducted from the Scheme's capital rather than from the income account, as set out in the table below. This does not change the total return on the investment – it just means that more of the income earned by the investment is paid out in distributions. Whilst the net effect allows the Scheme to distribute more income, please be aware that taking charges from the capital of the Scheme may constrain capital growth.

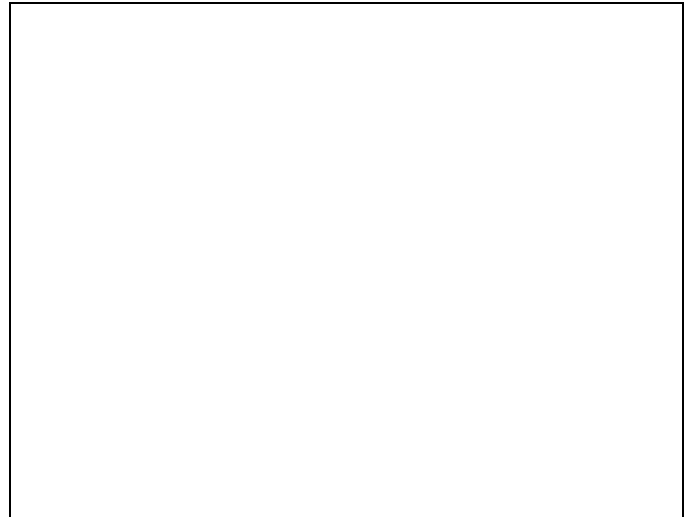
#### **Investor Profile**

The Trust is designed for investors who wish to participate in the stock market over the medium to long term, through a professionally-managed unit trust investment. It is likely to be appropriate for an investor with a "medium/high" attitude to risk who is seeking investments that have the possibility of providing a high rate of return over the long term from investing mainly in higher risk assets.

d) Charge for investment research: No

**Allocation of charges**

	Income	Capital
Periodic Charge	✓	
Administration	✓	
Dealing and Registration	✓	
Trustee	✓	
Custody	✓	
Portfolio transactions (e.g. SDRT, broker's commission)		✓



## Royal London UK INCOME WITH GROWTH TRUST

### **Investment Objective and Policy**

The investment objective is to provide an above-average and growing income, together with some capital appreciation, from a diverse portfolio of UK securities comprising mainly higher yielding equities in any economic sector, but including some fixed interest securities.

**PRN: 144044**

### **Type of Fund**

UCITS

### **Authorisation and Launch of Scheme**

The Scheme was authorised on 11 August 1989 and the trust deed is dated 2 August 1989 (as amended).

### **Investment Adviser**

Royal London Asset Management Ltd

### **Type of Units**

Class A: Income Units

### **Minimum Investment Levels**

(a) Min. Initial Investment

£1,000

(b) Min. Subsequent Investment

£500

(c) Min. Redemption Amount

£250 (Note that if an instruction to redeem leaves the holder with a residual holding of less than £500, the Manager may treat the instruction as one to redeem of the entire holding)

The Manager reserves the right to set higher minimum investment levels in accordance with the COLL Sourcebook.

The minimum investment, subsequent investment and minimum redemption amounts may be waived by the Manager.

A monthly payment scheme is available – see paragraphs 4.1.10 – 4.1.20 above for further details.

### **Management Charges**

(a) Manager's Initial Charge

5% (this is the maximum figure the Manager is permitted to charge and it may be waived at the Manager's discretion. This is currently discounted to 1.5%)

(b) Manager's Periodic Charge

1.5%

c) Ongoing Charges Figure

The Ongoing Charges Figure may be found in the relevant Key Investor Information Document or the Scheme's annual or half-yearly report.

d) Charge for investment research: No

### **Accounting Dates**

Final..... 31 March

Interim..... 30 June, 30 September, 31 December

### **Income Allocation Dates**

Final..... 31 May

Interim..... 31 August, 30 November, 28 February

### **Pricing**

This Scheme is dual priced.

### **Base Currency**

Sterling £

### **General**

As a Unitholder you are entitled to a copy of the latest report & accounts and the KIID for this Scheme at any time, available on request.

As a Unitholder you have voting rights, see section 6.12 for further details.

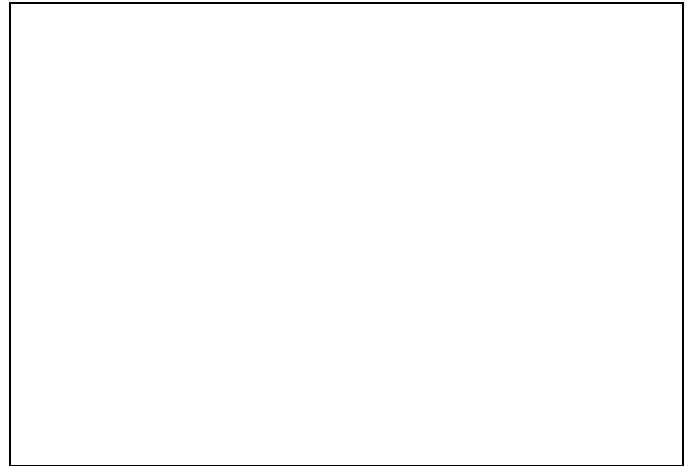
The Periodic Charge and some incidental expenses amounting to around 0.04% per year are deducted from the Scheme's capital rather than from the income account, as set out in the table below. This does not change the total return on the investment – it just means that more of the income earned by the investment is paid out in distributions. Whilst the net effect allows the Scheme to distribute more income, please be aware that taking charges from the capital of the Scheme may constrain capital growth.

### **Investor Profile**

The Trust is designed for investors who wish to participate in the stock market over the medium to long term, through a professionally-managed unit trust investment. It is likely to be appropriate for an investor with a "medium/high" attitude to risk who is seeking investments that have the possibility of providing a high rate of return over the long term from investing mainly in higher risk assets.

**Allocation of charges**

	Income	Capital
Periodic Charge		✓
Administration		✓
Dealing and Registration		✓
Trustee		✓
Custody		✓
Portfolio transactions (e.g. SDRT, broker's commission)		✓



## ROYAL LONDON SUSTAINABLE MANAGED INCOME TRUST

### **Investment Objective and Policy**

The investment objective is to produce a consistently higher level of income relative to typical cash deposit interest rates. The Scheme invests predominantly in a diverse portfolio of fixed interest securities issued by corporates, governments and supranational institutions, and cash. Investments in the Scheme will adhere to the Manager's ethical investment policy.

The Scheme will be actively managed. The Scheme invests predominantly in sterling (or hedged back to sterling) denominated fixed Income securities but the Scheme may also invest in global securities issued in a variety of currencies. Asset allocation will depend upon the relative attractions of the diverse range of fixed interest securities within the Scheme. The Scheme may also invest in other transferable securities, derivatives and forward transactions, approved money market instruments, deposits, units in collective investment schemes, cash and near cash, and property related investments (for example, transferable securities in real estate investment trusts and property-related derivatives), and in any economic area.

### **Ethical investment**

The Scheme is screened in accordance with the Manager's ethical investment policy. The current ethical investment policy of the Manager prevents the Scheme from investing in companies that cause significant environmental damage and those which derive a material proportion of business from countries where human rights are disregarded, or are involved in tobacco production, military applications, products tested on animals (other than for human or animal health), animal fur products, pornography, irresponsible gambling, irresponsible drinking, worker exploitation or exploitative consumer practices. In addition the Scheme will avoid investing in companies that generate nuclear power, have unacceptable corporate governance, mismanage social, ethical and environmental risk, produce or sell torture equipment, produce or sell landmines, or are involved in the production of nuclear weapons. However, for the sole purpose of the Scheme's asset allocation, the Scheme may enter into transactions in index derivatives where some of the underlying constituents may not fully meet this policy.

**PRN: 589039**

### **Type of Scheme**

UCITS

### **Authorisation and Launch of the Scheme**

The Scheme was authorised on 9 November 2012 and the trust deed is dated 9 November 2012 (as amended).

### **Investment Adviser**

Royal London Asset Management Limited

### **Type of Units**

Class B\*: Income & Accumulation Units  
Class C\*\*: Income & Accumulation Units  
Class D: Income & Accumulation Units

\*Class B units are only available for further investment by existing holders of Class B units.

\*\*Class C units are only available for investment by certain classes of investors with arrangements in place with the Manager or its associates. See paragraph 2.3.4 above.

### **Minimum Investment Levels**

### **Accounting Dates**

Final..... 30 June

Interim..... Last calendar day of each month

### **Income Allocation Dates**

By the end of each month

### **Pricing**

This Scheme is single priced.

### **Base Currency**

Sterling £



(a) Min. Initial Investment

Class B.....£5,000  
Class C.....£1,000  
Class D.....£500,000

(b) Min. Subsequent Investment

Class B.....£500  
Class C.....£500  
Class D.....£10,000

(c) Min. Redemption Amount

Class B.....£250  
Class C.....£250  
Class D.....£5,000

(Note that if an instruction to redeem leaves the holder with a residual holding of less than £500, the Manager may treat the instruction as one to redeem of the entire holding.)

The Manager reserves the right to set higher minimum investment levels in accordance with the COLL Sourcebook.

The minimum investment, subsequent investment and minimum redemption amounts may be waived by the Manager.

A monthly payment scheme is available – see paragraphs 4.1.10 – 4.1.20 above for further details.

**Management Charges**

(a) Manager’s Initial Charge\*

Class B.....1.5%  
Class C.....0%  
Class D.....0%

\*These are the maximum figures the Manager is permitted to charge and may be waived at the Manager’s discretion.

(b) Manager’s Periodic Charge

Class B.....0.80%  
Class C.....0.55%  
Class D.....0.40%

c) Ongoing Charges Figure

The Ongoing Charges Figure may be found in the relevant Key Investor Information Documents or the Scheme’s annual or half-yearly report.

d) Charge for investment research: No

**Allocation of charges**

	Income	Capital
Periodic Charge	✓	
Administration	✓	
Dealing and Registration	✓	
Trustee	✓	
Custody	✓	

**General**

As a unitholder you are entitled to a copy of the latest report & accounts and the KIID for this Scheme at any time, available on request.

As a Unitholder you have voting rights, see section 6.12 for further details.

Investors should note that portfolio transaction costs are deducted from the Scheme’s capital rather than from the income account, as set out in the table below. This does not change the total return on the investment – it just means that more of the income earned by the investment is paid out in distributions. Whilst the net effect allows the Scheme to distribute more income, please be aware that taking charges from the capital of the Scheme may constrain capital growth.

**Investor Profile**

The Scheme is designed for investors who wish to participate in fixed interest securities over the medium to long term, through a professionally-managed unit trust investment. It is likely to be appropriate for an investor with a low/medium attitude to risk who is seeking investments that aim to provide higher returns than investing solely in cash. A part of the money invested may be in higher risk assets and the amount saved is not guaranteed.

Portfolio transactions (e.g. SDRT, broker's commission)		✓
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## ROYAL LONDON SUSTAINABLE MANAGED GROWTH TRUST

### **Investment Objective and Policy**

The investment objective is to provide a total return by way of accumulated income, with some capital growth. The Scheme invests mainly in fixed income securities with some equities, mainly in the United Kingdom. Investments in the Scheme will adhere to the Manager's ethical investment policy.

The current policy is to actively manage the Scheme which invests mainly in fixed income securities with some equities. Asset allocation will depend upon the relative attractions of the assets in the Scheme and the Scheme will be managed to reduce downside risk. The Scheme may also invest in other transferable securities, derivatives and forward transactions, approved money market instruments, deposits, units in collective investment schemes, cash and near cash, and property related investments (for example, transferable securities in real estate investment trusts and property-related derivatives), and in any economic area.

### **Ethical investment**

The Scheme is screened in accordance with the Manager's ethical investment policy. The current ethical investment policy of the Manager prevents the Scheme from investing in companies that cause significant environmental damage and those which derive a material proportion of business from countries where human rights are disregarded, or are involved in tobacco production, military applications, products tested on animals (other than for human or animal health), animal fur products, pornography, irresponsible gambling, irresponsible drinking, worker exploitation or exploitative consumer practices. In addition the Scheme will avoid investing in companies that generate nuclear power, have unacceptable corporate governance, mismanage social, ethical and environmental risk, produce or sell torture equipment, produce or sell landmines, or are involved in the production of nuclear weapons. However, for the sole purpose of the Scheme's asset allocation, the Scheme may enter into transactions in index derivatives where some of the underlying constituents may not fully meet this policy.

The Manager's ethical investment policy may change from time to time to reflect new developments and research in the field of ethical investment. We will notify unitholders of any material changes to this policy.

**PRN: 589038**

### **Type of Units**

Class B\*: Gross Income, Gross Accumulation, Income & Accumulation Units

Class C\*\*: Income & Accumulation Units

Class D: Income & Accumulation Units

\*Class B units are only available for further investment by existing holders of Class B units.

\*\*Class C units are only available for investment by certain classes of investors with arrangements in place

### **Type of scheme**

UCITS

### **Authorisation and Launch of Scheme**

The Scheme was authorised on 9 November 2012 and the trust deed is dated 9 November 2012 (as amended).

### **Investment Adviser**

Royal London Asset Management Ltd

### **Accounting Dates**

Final..... 30 April

Interim..... 31 July, 31 October, 31 January

### **Income Allocation Dates**

Final..... 30 June

Interim .....30 September, 31 December, 31 March

### **Pricing**

This Scheme is single priced.

### **Base Currency**

with the Manager or its associates. See paragraph 2.3.4 above.

**Minimum Investment Levels**

(a) Min. Initial Investment

Class B.....£1,000  
 Class C.....£1,000  
 Class D.....£500,000

(b) Min. Subsequent Investment

Class B.....£500  
 Class C.....£500  
 Class D.....£10,000

(c) Min. Redemption Amount

Class B.....£250  
 Class C.....£250  
 Class D.....£5,000

(Note that if an instruction to redeem leaves the holder with a residual holding of less than £500, the Manager may treat the instruction as one to redeem of the entire holding.)

The Manager reserves the right to set higher minimum investment levels in accordance with the COLL Sourcebook.

The minimum investment, subsequent investment and minimum redemption amounts may be waived by the Manager.

A monthly payment scheme is available – see paragraphs 4.1.10 – 4.1.20 above for further details.

**Management Charges**

(a) Manager’s Initial Charge\*

Class B.....1.5%  
 Class C.....0%  
 Class D.....0%

\*This is the maximum figure the Manager is permitted to charge and it may be waived at the Manager’s discretion.

(b) Manager’s Periodic Charge

Class B.....0.9%  
 Class C.....0.65%  
 Class D.....0.55%

(c) Ongoing Charges Figure

The Ongoing Charges Figure may be found in the relevant Key Investor Information Documents or the Scheme’s annual or half-yearly report.

(d) Charge for investment research: No

**Allocation of charges**

	Income	Capital
Periodic Charge	✓	
Administration	✓	

Sterling £

**General**

As a unitholder you are entitled to a copy of the latest report & accounts and the Key Investor Information Documents for this Scheme at any time, available on request.

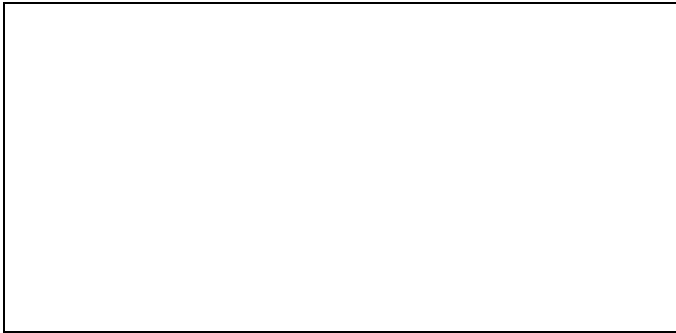
As a unitholder you have voting rights, see section 6.12 for further details.

Investors should note that portfolio transaction costs are deducted from the Scheme’s capital rather than from the income account, as set out in the table below. This does not change the total return on the investment – it just means that more of the income earned by the investment is paid out in distributions. Whilst the net effect allows the Scheme to distribute more income, please be aware that taking charges from the capital of the Scheme may constrain capital growth.

**Investor Profile**

The Scheme is designed for investors who wish to participate in fixed interest securities over the medium to long term, through a professionally-managed unit trust investment. It is likely to be appropriate for an investor with a low/medium attitude to risk who is seeking investments that aim to provide higher returns than investing solely in cash. A part of the money invested may be in higher risk assets and the amount saved is not guaranteed.

Dealing and Registration	✓	
Trustee	✓	
Custody	✓	
Portfolio transactions (e.g. SDRT, broker's commission)		✓



## ROYAL LONDON SUSTAINABLE LEADERS TRUST

### **Investment Objective and Policy**

The investment objective is to provide capital growth from a diverse portfolio of equities, mainly in the United Kingdom and in any economic sector. Investment will be limited to companies which are likely to benefit from measures taken to improve the environment, human welfare and the quality of life.

The majority of the Scheme's assets are represented by investments in quoted UK companies and the remainder in quoted overseas securities. The core of the investment portfolio consists of shares in companies involved wholly or in part in the manufacture of products, industrial processes or the provision of services associated with improving the environment and the enhancement of human health and safety. In addition, investments may be made in companies considered likely to be medium to long term beneficiaries of changing attitudes towards a cleaner and safer environment, including those seen to be making above-average efforts to minimise environmental damage caused by their activities.

### **Environmental basis for investment**

All companies are screened on an environmental basis, so as to exclude any whose operations are thought likely to cause significant damage to the environment. The Scheme avoids investment in any company which has a significant amount of its business in countries where there is substantial disregard for human rights, in tobacco and tobacco-related products, in the manufacture, distribution or sale of products which have predominantly military applications or in products which involve experiments on animals, except for those conducted for the benefit of human or animal health. Unless there are exceptional mitigating circumstances, investments in companies involved in the generation of nuclear power are avoided.

**PRN: 145544**

### **Type of scheme**

UCITS

### **Authorisation and Launch of Scheme**

The Scheme was authorised on 30 April 1990 and the trust deed is dated 27 April 1990 (as amended).

### **Investment Adviser**

Royal London Asset Management Ltd

### **Type of Units**

Class A: Income Units  
Class B\*: Income & Accumulation Units  
Class C\*\*: Income & Accumulation Units  
Class D: Income & Accumulation Units

\*Class B units are only available for further investment by existing holders of Class B units.

\*\*Class C units are only available for investment by certain classes of investors with arrangements in place with the Manager or its associates. See paragraph 2.3.4 above.

### **Minimum Investment Levels**

(a) Min. Initial Investment

Class A.....£1,000  
Class B.....£1,000  
Class C.....£1,000  
Class D.....£500,000

(b) Min. Subsequent Investment

### **Accounting Dates**

Final..... 31 May  
Interim..... 30 November

### **Income Allocation Dates**

Final..... 31 July  
Interim .....31 January

### **Pricing**

This Scheme is single priced.

### **Base Currency**

Sterling £

### **General**

As a unitholder you are entitled to a copy of the latest report & accounts and the Key Investor Information Documents for this Scheme at any time, available on request.

As a unitholder you have voting rights, see section 6.12 for

Class A.....£500  
 Class B.....£500  
 Class C.....£500  
 Class D.....£10,000

(c) Min. Redemption Amount

Class A.....£250  
 Class B.....£250  
 Class C.....£250  
 Class D.....£5,000

(Note that if an instruction to redeem leaves the holder with a residual holding of less than £500, the Manager may treat the instruction as one to redeem of the entire holding.)

The Manager reserves the right to set higher minimum investment levels in accordance with the COLL Sourcebook.

The minimum investment, subsequent investment and minimum redemption amounts may be waived by the Manager.

A monthly payment scheme is available – see paragraphs 4.1.10 – 4.1.20 above for further details.

**Management Charges**

(a) Manager’s Initial Charge\*

Class A.....5%  
 Class B.....1.5%  
 Class C.....0%  
 Class D.....0%

\*These are the maximum figures the Manager is permitted to charge and may be waived at the Manager’s discretion. Note: The Manager’s Initial Charge on Class A units is currently discounted to 1.5%.

(b) Manager’s Periodic Charge

Class A.....1.5%  
 Class B.....1%  
 Class C.....0.75%  
 Class D.....0.60%

c) Ongoing Charges Figure

The Ongoing Charges Figure may be found in the relevant Key Investor Information Documents or the Scheme’s annual or half-yearly report.

d) Charge for investment research: No

**Allocation of charges**

	Income	Capital
Periodic Charge	✓	
Administration	✓	
Dealing and Registration	✓	
Trustee	✓	
Custody	✓	

further details.

The name of the scheme was changed from “CIS Environ Trust” to “CIS Sustainable Leaders Trust” on 4 January 2005.

The investment strategy of the Scheme is concentrated upon specific stocks, including those of companies based overseas, and as a consequence, its portfolio is not represented in many areas of industry and commerce. Therefore, the price of units cannot be expected to move in a manner similar to that of the broad UK Stock Market and could be more volatile.

Investors should note that portfolio transaction costs are deducted from the Scheme’s capital rather than from the income account, as set out in the table below. This does not change the total return on the investment – it just means that more of the income earned by the investment is paid out in distributions. Whilst the net effect allows the Scheme to distribute more income, please be aware that taking charges from the capital of the Scheme may constrain capital growth.

**Investor Profile**

The Trust is designed for investors who wish to participate in the stock market over the medium to long term, through a professionally-managed unit trust investment. It is likely to be appropriate for an investor with a “medium/high” attitude to risk who is seeking investments that have the possibility of providing a high rate of return over the long term from investing mainly in higher risk assets.

Portfolio transactions (e.g. SDRT, broker's commission)		✓
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## ROYAL LONDON SUSTAINABLE DIVERSIFIED TRUST

### **Investment Objective and Policy**

The investment objective is to provide capital growth from a diverse range of asset classes, for example equities, fixed income, property related investments and cash mainly in the United Kingdom.

The current policy is to actively manage the Scheme which invests mainly in UK equities and fixed income securities. Asset allocation will depend upon the relative attractions of the assets in the Scheme and the Scheme will be managed to reduce downside risk. The Scheme may also invest in any other asset class (including other transferable securities, derivatives and forward transactions, approved money market instruments, deposits, units in collective investment schemes, cash and near cash, and property related investments (for example, transferable securities in real estate investment trusts and property-related derivatives)), and in any economic area.

### **Ethical investment**

The Scheme is screened in accordance with the Manager's ethical investment policy. The current ethical investment policy of the Manager prevents the Scheme from investing in companies that cause significant environmental damage and those which derive a material proportion of business from countries where human rights are disregarded, or are involved in tobacco production, military applications, products tested on animals (other than for human or animal health), animal fur products, pornography, irresponsible gambling, irresponsible drinking, worker exploitation or exploitative consumer practices. In addition the Scheme will avoid investing in companies that generate nuclear power, have unacceptable corporate governance, mismanage social, ethical and environmental risk, produce or sell torture equipment, produce or sell landmines, or are involved in the production of nuclear weapons. However, for the sole purpose of the Scheme's asset allocation, the Scheme may enter into transactions in index derivatives where some of the underlying constituents may not fully meet this policy.

The Manager's ethical investment policy may change from time to time to reflect new developments and research in the field of ethical investment. We will notify unitholders of any material changes to this policy.

**PRN: 490027**

### **Type of Units**

Class A: Income Units  
Class B\*: Income & Accumulation Units  
Class C\*\*: Income & Accumulation Units  
Class D: Income & Accumulation Units

\*Class B units are only available for further investment by existing holders of Class B units.

\*\*Class C units are only available for investment by certain classes of investors with arrangements in place with the Manager or its associates. See paragraph 2.3.4 above.

### **Type of scheme**

UCITS

### **Authorisation and Launch of Scheme**

The Scheme was authorised on 20 January 2009 and the trust deed is dated 20 January 2009 (as amended).

### **Investment Adviser**

Royal London Asset Management Ltd

### **Accounting Dates**

Final..... 31 January  
Interim..... 30 April, 31 July, 31 October

### **Income Allocation Dates**

Final..... 31 March  
Interim .....30 June, 30 September, 31 December

### **Pricing**

This Scheme is single priced.

### **Base Currency**

### **Minimum Investment Levels**

#### (a) Min. Initial Investment

Class A.....£1,000  
Class B.....£1,000  
Class C.....£1,000  
Class D.....£500,000

#### (b) Min. Subsequent Investment

Class A.....£500  
Class B.....£500  
Class C.....£500  
Class D.....£10,000

#### (c) Min. Redemption Amount

Class A.....£250  
Class B.....£250  
Class C.....£250  
Class D.....£5,000

(Note that if an instruction to redeem leaves the holder with a residual holding of less than £500, the Manager may treat the instruction as one to redeem of the entire holding.)

The Manager reserves the right to set higher minimum investment levels in accordance with the COLL Sourcebook.

The minimum investment, subsequent investment and minimum redemption amounts may be waived by the Manager.

A monthly payment scheme is available – see paragraphs 4.1.10 – 4.1.20 above for further details.

### **Management Charges**

#### (a) Manager's Initial Charge\*

Class A.....5%  
Class B.....1.5%  
Class C.....0%  
Class D.....0%

\*These are the maximum figures the Manager is permitted to charge and may be waived at the Manager's discretion. Note: The Manager's Initial Charge on Class A units is currently discounted to 1.5%. f 1.5%)

#### (b) Manager's Periodic Charge

Class A.....1.5%  
Class B.....1%  
Class C.....0.75%  
Class D.....0.60

#### c) Ongoing Charges Figure

The Ongoing Charges Figure may be found in the relevant Key Investor Information Documents or the Scheme's annual or half-yearly report.

#### d) Charge for investment research: No

Sterling £

### **General**

As a unitholder you are entitled to a copy of the latest report & accounts and the Key Investor Information Documents for this Scheme at any time, available on request.

As a unitholder you have voting rights, see section 6.12 for further details.

Investors should note that portfolio transaction costs are deducted from the Scheme's capital rather than from the income account, as set out in the table below. This does not change the total return on the investment – it just means that more of the income earned by the investment is paid out in distributions. Whilst the net effect allows the Scheme to distribute more income, please be aware that taking charges from the capital of the Scheme may constrain capital growth.

### **Investor Profile**

The Trust is designed for investors who wish to participate in the stock market over the medium to long term, through a professionally-managed unit trust investment. It is likely to be appropriate for an investor with a "medium" attitude to risk who is seeking investments that have the possibility of providing a higher rate of return over the longer term (than investing solely in cash) from a balanced mix of lower and higher risk assets.

**Allocation of charges**

	Income	Capital
Periodic Charge	✓	
Administration	✓	
Dealing and Registration	✓	
Trustee	✓	
Custody	✓	
Portfolio transactions (e.g. SDRT, broker's commission)		✓

## ROYAL LONDON SUSTAINABLE WORLD TRUST

### **Investment Objective and Policy**

The investment objective is to provide medium to long-term capital growth via worldwide investments in multiple asset classes that adhere to the Manager's ethical investment policy.

The current policy is to actively manage the Scheme which invests primarily in equities (up to a maximum of 85% of the Scheme), and some fixed income securities. Overseas allocation will depend upon the relative attractions of the region with at least 10% of the Scheme held in non-UK equities (where equities are deemed to include convertibles). At least 50% of the Scheme will be held in Sterling and / or Euro. The Scheme may also invest in any other asset class (including other transferable securities, derivatives and forward transactions, approved money market instruments, deposits, units in collective investment schemes, cash and near cash, and property related investments (for example, transferable securities in real estate investment trusts and property-related derivatives)), and in any economic area.

### **Ethical investment**

The Scheme is screened in accordance with the Manager's ethical investment policy. The current ethical investment policy of the Manager prevents the Scheme from investing in companies that cause significant environmental damage and those which derive a material proportion of business from countries where human rights are disregarded, or are involved in tobacco production, military applications, products tested on animals (other than for human or animal health), animal fur products, pornography, irresponsible gambling, irresponsible drinking, worker exploitation or exploitative consumer practices. In addition the Scheme will avoid investing in companies that generate nuclear power, have unacceptable corporate governance, mismanage social, ethical and environmental risk, produce or sell torture equipment, produce or sell landmines, or are involved in the production of nuclear weapons. However, for the sole purpose of the Scheme's asset allocation, the Scheme may enter into transactions in index derivatives where some of the underlying constituents may not fully meet this policy.

The Manager's ethical investment policy may change from time to time to reflect new developments and research in the field of ethical investment. We will notify unitholders of any material changes to the policy.

**PRN: 499277**

### **Type of scheme**

UCITS

### **Authorisation and Launch of Scheme**

The Scheme was authorised on 4 August 2009 and the trust deed is dated 4 August 2009 (as amended).

### **Investment Adviser**

Royal London Asset Management Ltd

### **Type of Units**

Class A: Income Units  
Class B\*: Income & Accumulation Units  
Class C\*\*: Income & Accumulation Units  
Class D: Income & Accumulation Units

\*Class B units are only available for further investment by existing holders of Class B units.

\*\*Class C units are only available for investment by certain classes of investors with arrangements in place

### **Accounting Dates**

Final..... 30 September  
Interim..... 31 March

### **Income Allocation Dates**

Final..... 30 November  
Interim .....31 May

### **Pricing**

with the Manager or its associates. See paragraph 2.3.4 above.

### **Minimum Investment Levels**

#### (a) Min. Initial Investment

Class A.....£1,000  
Class B.....£1,000  
Class C.....£1,000  
Class D.....£500,000

#### (b) Min. Subsequent Investment

Class A.....£500  
Class B.....£500  
Class C.....£500  
Class D.....£10,000

#### (c) Min. Redemption Amount

Class A.....£250  
Class B.....£250  
Class C.....£250  
Class D.....£5,000

(Note that if an instruction to redeem leaves the holder with a residual holding of less than £500, the Manager may treat the instruction as one to redeem of the entire holding.)

The Manager reserves the right to set higher minimum investment levels in accordance with the COLL Sourcebook.

The minimum investment, subsequent investment and minimum redemption amounts may be waived by the Manager.

A monthly payment scheme is available – see paragraphs 4.1.10 – 4.1.20 above for further details.

### **Management Charges**

#### (a) Manager's Initial Charge\*

Class A.....5%  
Class B.....1.5%  
Class C.....0%  
Class D.....0%

\*These are the maximum figures the Manager is permitted to charge and may be waived at the Manager's discretion. Note: The Manager's Initial Charge on Class A units is currently discounted to 1.5%.

#### (b) Manager's Periodic Charge

Class A.....1.5%  
Class B.....1%  
Class C.....0.75%  
Class D.....0.60

#### c) Ongoing Charges Figure

The Ongoing Charges Figure may be found in the relevant Key Investor Information Documents or the Scheme's annual or half-yearly report.

#### d) Charge for investment research: No

This Scheme is single priced.

### **Base Currency**

Sterling £

### **General**

As a unitholder you are entitled to a copy of the latest report & accounts and the Key Investor Information Documents for this Scheme at any time, available on request.

As a unitholder you have voting rights, see section 6.12 for further details.

Investors should note that portfolio transaction costs are deducted from the Scheme's capital rather than from the income account, as set out in the table below. This does not change the total return on the investment – it just means that more of the income earned by the investment is paid out in distributions. Whilst the net effect allows the Scheme to distribute more income, please be aware that taking charges from the capital of the Scheme may constrain capital growth.

### **Investor Profile**

The Trust is designed for investors who wish to participate in the stock market over the medium to long term, through a professionally-managed unit trust investment. It is likely to be appropriate for an investor with a "medium/high" attitude to risk who is seeking investments that have the possibility of providing a high rate of return over the long term from investing mainly in higher risk assets.

**Allocation of charges**

	Income	Capital
Periodic Charge	✓	
Administration	✓	
Dealing and Registration	✓	
Trustee	✓	
Custody	✓	
Portfolio transactions (e.g. SDRT, broker's commission)		✓

## ROYAL LONDON EUROPEAN GROWTH TRUST

### **Investment Objective and Policy**

The investment objective is to provide above average capital growth over the medium to long term by investment in a portfolio of the securities of companies in any European country, including Turkey, but excluding the United Kingdom. Emphasis will be placed upon investment in those companies that are expected to deliver superior returns by virtue of their strong, sustainable, competitive positions.

It is intended that securities will be held for the medium to long term.

**PRN: 190562**

### **Type of scheme**

UCITS

### **Authorisation and Launch of Scheme**

The Scheme was authorised on 2 December 1999 and the trust deed is dated 30 November 1999 (as amended).

### **Investment Adviser**

Royal London Asset Management Ltd who have delegated day to day investment management responsibilities to Jupiter Asset Management Limited.

### **Type of Units**

Class A: Income Units

### **Minimum Investment Levels**

(a) Min. Initial Investment

£1,000

(b) Min. Subsequent Investment

£500

(c) Min. Redemption Amount

£250 (Note that if an instruction to redeem leaves the holder with a residual holding of less than £500, the Manager may treat the instruction as one to redeem of the entire holding)

The Manager reserves the right to set higher minimum investment levels in accordance with the COLL Sourcebook.

The minimum investment, subsequent investment and minimum redemption amounts may be waived by the Manager.

A monthly payment scheme is available – see paragraphs 4.1.10 – 4.1.20 above for further details.

### **Management Charges**

(a) Manager's Initial Charge

5% (this is the maximum figure the Manager is permitted to charge and it may be waived at the Manager's discretion. This is currently discounted to a maximum of 1.5%.

(b) Manager's Periodic Charge

1.5%

c) Ongoing Charges Figure

The Ongoing Charges Figure may be found in the relevant Key Investor Information Document or the Scheme's annual or half-yearly report.

### **Accounting Dates**

Final..... 31 October

Interim..... 30 April

### **Income Allocation Dates**

Final..... 31 December

Interim..... 30 June

### **Pricing**

This Scheme is dual priced.

### **Base Currency**

Sterling £

### **General**

As a unitholder you are entitled to a copy of the latest report & accounts and the Key Investor Information Document for this Scheme at any time, available on request.

As a unitholder you have voting rights, see section 6.12 for further details.

Investors should note that portfolio transaction costs are deducted from the Scheme's capital rather than from the income account, as set out in the table below. This does not change the total return on the investment – it just means that more of the income earned by the investment is paid out in distributions. Whilst the net effect allows the Scheme to distribute more income, please be aware that taking charges from the capital of the Scheme may constrain capital growth.

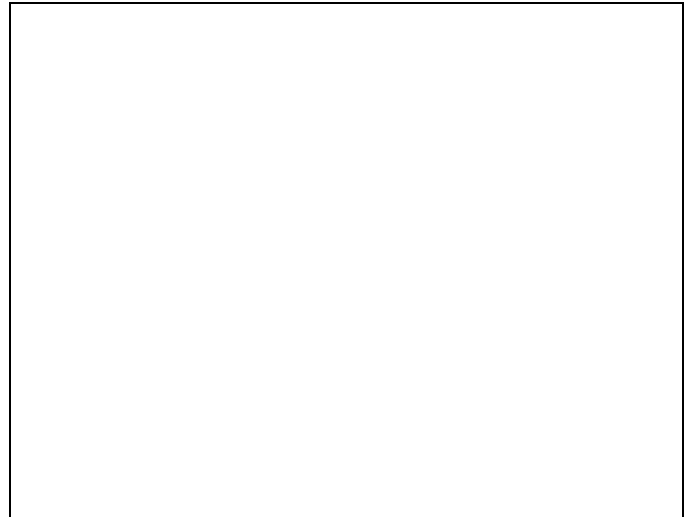
### **Investor Profile**

The Trust is designed for investors who wish to participate in the stock market over the medium to long term, through a professionally-managed unit trust investment. It is likely to be appropriate for an investor with a "higher" attitude to risk who is seeking investments that have the possibility of providing a superior rate of return over the longer term from predominantly investing in higher risk assets.

d) Charge for investment research: No

**Allocation of charges**

	Income	Capital
Periodic Charge	✓	
Administration	✓	
Dealing and Registration	✓	
Trustee	✓	
Custody	✓	
Portfolio transactions (e.g. SDRT, broker's commission)		✓





## ROYAL LONDON US GROWTH TRUST

### **Investment Objective and Policy**

The investment objective is to provide above average capital growth over the medium to long term from a diverse portfolio of US securities in any economic sector.

The Manager's current policy is to invest in a diverse portfolio of securities, the majority of which will be represented within the Standard & Poor's Composite 500 Index. The Manager may also acquire investment vehicles in non-US markets, providing their purpose is to invest in US companies. It is intended that securities will be held for the medium to long term.

**PRN: 194027**

### **Type of Units**

Class A: Income Units

### **Minimum Investment Levels**

(a) Min. Initial Investment

£1,000

(b) Min. Subsequent Investment

£500

(c) Min. Redemption Amount

£250 (Note that if an instruction to redeem leaves the holder with a residual holding of less than £500, the Manager may treat the instruction as one to redeem of the entire holding)

The Manager reserves the right to set higher minimum investment levels in accordance with the COLL Sourcebook.

The minimum investment, subsequent investment and minimum redemption amounts may be waived by the Manager.

A monthly payment scheme is available – see paragraphs 4.1.10 – 4.1.20 above for further details.

### **Management Charges**

(a) Manager's Initial Charge

5% (this is the maximum figure the Manager is permitted to charge and it may be waived at the Manager's discretion. This is currently discounted to a maximum of 1.5%)

(b) Manager's Periodic Charge

1.5%

c) Ongoing Charges Figure

### **Type of scheme**

UCITS

### **Authorisation and Launch of Scheme**

The Scheme was authorised on 20 December 2000 and the trust deed is dated 18 December 2000 (as amended).

### **Investment Adviser**

Royal London Asset Management Ltd who have delegated day to day management responsibilities to UBS Asset Management (UK) Limited.

### **Accounting Dates**

Final..... 31 December

Interim..... 30 June

### **Income Allocation Dates**

Final..... 28 February

Interim..... 31 August

### **Pricing**

This Scheme is dual priced.

### **Base Currency**

Sterling £

### **General**

As a unitholder you are entitled to a copy of the latest report & accounts and the KIID for this Scheme at any time, available on request.

As a unitholder you have voting rights, see section 6.12 for further details.

Investors should note that portfolio transaction costs are deducted from the Scheme's capital rather than from the income account, as set out in the table below. This does not change the total return on the investment – it just means that more of the income earned by the investment is paid out in distributions. Whilst the net effect allows the Scheme to distribute more income, please be aware that taking charges from the capital of the Scheme may constrain capital growth.

### **Investor Profile**

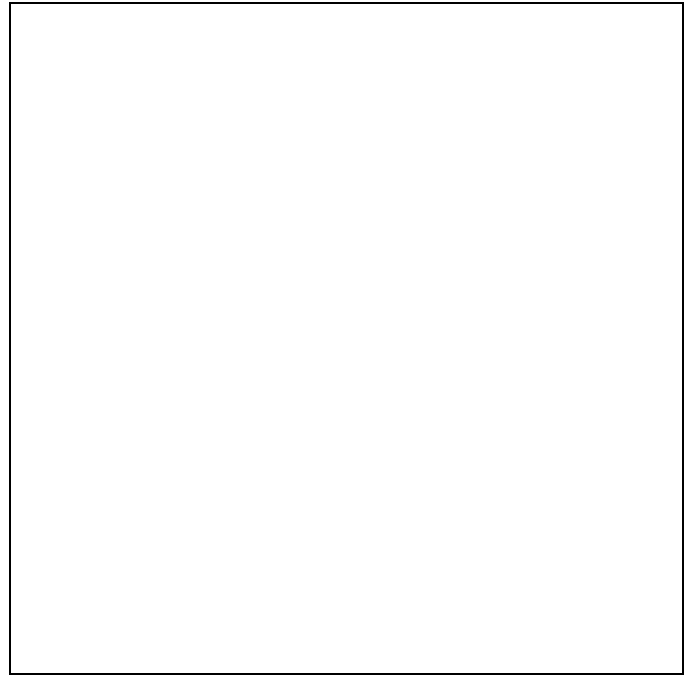
The Trust is designed for investors who wish to participate in the stock market over the medium to long term, through a professionally-managed unit trust investment. It is likely to be appropriate for an investor with a "higher" attitude to risk who is seeking investments that have the possibility of providing a superior rate of return over the longer term from predominantly investing in higher risk assets.

The Ongoing Charges Figure may be found in the relevant Key Investor Information Document or the Scheme's annual or half-yearly report.

d) Charge for investment research: No

**Allocation of charges**

	Income	Capital
Periodic Charge	✓	
Administration	✓	
Dealing and Registration	✓	
Trustee	✓	
Custody	✓	
Portfolio transactions (e.g. SDRT, broker's commission)		✓



## ROYAL LONDON CORPORATE BOND MONTHLY INCOME TRUST

### **Investment Objective and Policy**

The investment objective of the Royal London Corporate Bond Monthly Income Trust is to produce a regular income from a portfolio of fixed interest securities.

The Scheme may also invest in other investments to the extent permitted by the COLL Sourcebook as applicable from time to time and explained in this Prospectus.

**PRN: 227769**

### **Type of scheme**

UCITS

### **Authorisation and Launch of Scheme**

The Scheme was authorised on 18 September 2003 and the trust deed is dated 17 September 2003 (as amended).

### **Investment Adviser**

Royal London Asset Management Ltd

### **Type of Units**

Class A: Income Units

### **Minimum Investment Levels**

(a) Min. Initial Investment

£1,000

(b) Min. Subsequent Investment

£500

(c) Min. Redemption Amount

£250 (Note that if an instruction to redeem leaves the holder with a residual holding of less than £500, the Manager may treat the instruction as one to redeem of the entire holding)

The Manager reserves the right to set higher minimum investment levels in accordance with the COLL Sourcebook.

The minimum investment, subsequent investment and minimum redemption amounts may be waived by the Manager.

A monthly payment scheme is available – see paragraphs 4.1.10 – 4.1.20 above for further details.

### **Management Charges**

(a) Manager's Initial Charge

5% (this is the maximum figure the Manager is permitted to charge and it may be waived at the Manager's discretion. This is currently discounted to a maximum of 1.5%)

(b) Manager's Periodic Charge

1%

c) Ongoing Charges Figure

The Ongoing Charges Figure may be found in the relevant Key Investor Information Document or the Scheme's annual or half-yearly report.

d) Charge for investment research: No

### **Accounting Dates**

Final..... 31 August

Interim..... Last calendar day of each month

### **Income Allocation Dates**

By the end of each calendar month

### **Pricing**

This Scheme is dual priced.

### **Base Currency**

Sterling £

### **General**

As a unitholder you are entitled to a copy of the latest report & accounts and the Key Investor Information Document for this Scheme at any time, available on request.

As a unitholder you have voting rights, see section 6.12 for further details.

Investors should note that portfolio transaction costs are deducted from the Scheme's capital rather than from the income account, as set out in the table below. This does not change the total return on the investment – it just means that more of the income earned by the investment is paid out in distributions. Whilst the net effect allows the Scheme to distribute more income, please be aware that taking charges from the capital of the Scheme may constrain capital growth.

### **Investor Profile**

The Trust is designed for investors who wish to participate in fixed interest securities over the medium to long term, through a professionally-managed unit trust investment. It is likely to be appropriate for an investor with a "low/medium" attitude to risk who is seeking investments that aim to provide higher returns than investing solely in cash. A part of the money invested may be in higher risk assets and the amount saved is not guaranteed.

**Allocation of charges**

	Income	Capital
Periodic Charge	✓	
Administration	✓	
Dealing and Registration	✓	
Trustee	✓	
Custody	✓	
Portfolio transactions (e.g. SDRT, broker's commission)		✓

## ROYAL LONDON UK FTSE4GOOD TRACKER TRUST

### **Investment Objective and Policy**

The investment objective is to provide capital growth over the medium to long term principally by tracking the performance of the FTSE4GoodTM UK Index.

The investment policy of the Scheme is to replicate the composition of the FTSE4GoodTM UK Index. However, deviation from full replication of the exact composition and weighting of the investments underlying the Index may take place in certain circumstances, for example, where in the Manager's view, this would be expedient for reasons of poor liquidity or excessive costs. In such circumstances the Manager may adopt a stratified sampling approach by selecting a representative proportion of certain of the FTSE4GoodTM UK Index's constituent securities, or an optimised approach using optimisation software to minimise the portfolio's tracking error.

The Scheme may also invest in other transferable securities, money market instruments, deposits and units in collective investment schemes. The Scheme may invest in derivatives and forward transactions for the purposes of efficient portfolio management.

### **Additional information**

The FTSE4GoodTM UK Indexes universe of eligible constituents is derived from the FTSE All-Share Index. The criteria for eligibility are developed using an extensive market consultation process and are approved by an independent committee of experts. A broad range of stakeholders help shape the criteria, including NGO's, governmental bodies, consultants, academics, the investment community and the corporate sector. To remain consistent with market expectations and developments in ESG practice, the inclusion criteria are revised regularly. As the Scheme will invest in securities of those companies which make up the FTSE4GoodTM UK Index, the Scheme's investments should, as a consequence, meet the ethical criteria set for the companies which comprise that Index.

The index provider reviews the index composition quarterly with the objective of reflecting changes in the underlying markets. Further information on the index is available at <http://www.ftse.com/analytics/factsheets/Home/Search>.

Information on the constituents and their weightings in the index can be found at <http://www.ftse.com>.

The anticipated level of tracking error (which means the volatility of returns above or below the benchmark index returns) of the Scheme in normal market conditions is typically expected to be not more than +/- 0.50%, gross of fees. However, there is no guarantee that the Scheme will remain within the anticipated level of tracking error. Factors likely to affect the ability of the Scheme to track the performance of the index include, but are not limited to, transaction costs (from index turnover and dividend re-investment), portfolio weightings not being exactly the same as the index, differences in valuation points between the Scheme and the index, small amounts of cash not being invested in components of the index, efficient portfolio management and illiquid components.

### **Type of Scheme**

UCITS

### **Authorisation and Launch of Scheme**

The Scheme was authorised on 18 September 2003 and the trust deed is dated 17 September 2003 (as amended).

### **Investment Adviser**

Royal London Asset Management Ltd

PRN: 227767

**Type of Units**

Class A: Accumulation Units

**Minimum Investment Levels**

NO NEW BUSINESS IS ACCEPTED INTO THIS SCHEME. EXISTING INVESTORS CAN INCREASE THEIR PAYMENTS UP TO THE MAXIMUM TAX FREE ALLOWANCE EITHER BY DIRECT DEBIT OR LUMP SUM.

(a) Min. Holding and Initial Investment

£1,000

(b) Min. Subsequent Investment

£500\*

\*with the exception of investments made by The Children's Mutual where no minimum applies.

(c) Min. Redemption Amount

In accordance with the terms of relevant Child Trust Fund Account and the Child Trust Funds Regulations 2004

The Manager reserves the right to set higher minimum investment levels in accordance with the COLL Sourcebook.

The minimum investment, subsequent investment and minimum redemption amounts may be waived by the Manager.

A monthly payment scheme is available – see paragraphs 4.1.10 – 4.1.20 above for further details.

**Management Charges**

(a) Manager's Initial Charge

5% (this is the maximum figure, currently no initial charge is applied)

(b) Manager's Periodic Charge

1.5%

c) Ongoing Charges Figure

Up to date Ongoing Charges Figure may be found in the relevant Key Investor Information Document or the Scheme's annual or half-yearly report.

d) Charge for investment research: No

**Allocation of charges**

	Income	Capital
Periodic Charge	✓	
Administration	n/a (*)	
Dealing and Registration	n/a (*)	
Trustee	n/a (*)	
Custody	n/a (*)	

**Accounting Dates**

Final..... 31 August

Interim..... Last day of February each year

**Income Allocation Dates**

Final..... 31 October

Interim .....30 April

**Pricing**

This Scheme is single priced.

**Base Currency**

Sterling £

**General**

As a unitholder you are entitled to a copy of the latest report & accounts and the Key Investor Information Document for this Scheme at any time, available on request.

As a unitholder you have voting rights, see section 6.12 for further details.

The units in the Royal London UK FTSE4Good Tracker Trust are not in any way sponsored, endorsed, sold or promoted by FTSE International Limited ("FTSE") or by the London Stock Exchange Plc (the "Exchange") or by the Financial Times Limited ("FT") and neither FTSE nor Exchange nor FT makes any warranty or representation whatsoever, expressly or impliedly, either as to the results to be obtained from the use of the FTSE4GoodTM UK Index ("the Index") and/or the figure at which the said Index stands at any particular time on any particular day or otherwise. The Index is compiled and calculated by FTSE. However, neither FTSE nor Exchange nor FT shall be liable (whether in negligence or otherwise) to any person for any error in the Index and neither FTSE or Exchange or FT shall be under any obligation to advise any person of any error therein.

"FTSETM", "FT-SE®" and "Footsie®" are trade marks of the London Stock Exchange Plc and the Financial Times Limited and are used by FTSE International Limited under licence. "FTSE4GoodTM" is a trademark of FTSE International Limited or its licensors.

**Investor Profile**

The Trust is designed for investors who wish to participate in the stock market over the medium to long term, through a professionally-managed unit trust investment. It is likely to be appropriate for an investor with a "medium/high" attitude to risk who is seeking investments that have the possibility of providing a high rate of return over the long term from investing mainly in higher risk assets.

Portfolio transactions (e.g. SDRT, broker's commission)	n/a (*)	
(*) Charges borne by The Manager		

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## APPENDIX 2

### PAST PERFORMANCE OF THE SCHEMES

	Percentage Growth Rate				
	31/12/2015 – 31/12/2016 % change	31/12/2014 – 31/12/2015 % change	31/12/2013 – 31/12/2014 % change	31/12/2012 – 31/12/2013 % change	31/12/2011 – 31/12/2012 % change
Royal London Sustainable Managed Growth Trust (Class C Accumulation)	9.71	2.64	9.01	7.16	N/A
Royal London Sustainable Managed Income Trust (Class C Accumulation)	8.87	0.36	11.40	0.50	N/A
Royal London Sustainable Diversified Trust (Class A Income)	11.29	4.39	7.77	12.67	14.64
Royal London Sustainable World Trust (Class A Income)	15.36	8.52	9.33	22.60	14.43
Royal London Sustainable Leaders Trust (Class A Income)	7.96	8.68	3.49	31.89	18.74
Royal London Corporate Bond Monthly Income Trust (Class A Income)	7.35	0.59	9.56	-0.81	13.20
Royal London UK Income with Growth Trust (Class A Income)	7.74	2.53	3.71	20.25	12.39
Royal London UK Growth Trust (Class A Income)	7.83	4.53	0.70	26.27	15.06
Royal London UK FTSE4Good Tracker Trust (Class A Accumulation)	13.17	-0.16	0.33	20.30	12.58
Royal London European Growth Trust (Class A Income)	8.17	15.82	2.41	20.62	15.62
Royal London US Growth Trust (Class A Income)	31.16	3.02	21.75	33.08	3.63

Past performance is not a reliable indicator of future performance. The value of a unit trust varies on a daily basis, this means that the value of an investment can go down as well as up. Neither the value of an investment nor the income from it is guaranteed.

All figures are calculated on a bid price to bid price basis with net of basic rate tax distributions reinvested and do not take into account the tax benefits unit trusts attract when held within an Individual Savings Account (ISA).

N/A – Due to the launch date of the Trust, past performance data does not exist for this period.



## **APPENDIX 3**

### **VALUATION AND PRICING**

#### **(Royal London UK Growth Trust, Royal London UK Income With Growth Trust, Royal London European Growth Trust, Royal London US Growth Trust and Royal London Corporate Bond Monthly Income Trust)**

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

1. All the property of the Scheme (including receivables) is to be included, subject to the following provisions.
2. The valuation of the property of the Scheme shall consist of two parts, one on an issue basis and one on a cancellation basis calculated in accordance with the following provisions.
  - 2.1 The valuation of property for that part of the valuation which is on an issue basis is as follows:
    - 2.1.1 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:
        - (a) if a single price for buying and selling units or shares is quoted, at that price (plus any dealing costs, which means any fiscal charges, commission or other charges (including any preliminary charge) payable in the event of the Scheme carrying out the transaction in question, assuming that the commission and charges (other than fiscal charges) which would be payable by the Scheme are the least that could reasonably be expected to be paid in order to carry out the transaction and including any dilution levy which would be added in the event of a purchase by the Scheme of the units in question (except that, where the Manager, or an associate of the Manager, is also the manager or authorised corporate director of the collective investment scheme whose units are held by the Scheme, dealing costs must not include a preliminary charge which would be payable in the event of a purchase by the Scheme of those units)); or
        - (b) if separate buying and selling prices are quoted, the most recent maximum sale price, less any expected discount (plus any dealing costs, which means any fiscal charges, commission or other charges (but excluding any preliminary charge on sale of units in a collective investment scheme), payable in the event of the Scheme carrying out the transaction in question, assuming that the commission and charges (other than fiscal charges) which would be payable

by the Scheme are the least that could reasonably be expected to be paid in order to carry out the transaction); but where the Manager, or an associate of the Manager, is also the manager or authorised corporate director of the collective investment scheme whose units are held by the Scheme, the issue price shall be taken instead of the maximum sale price; or

- (c) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no recent price exists, at a buyer's price which, in the opinion of the Manager, is fair and reasonable;

(b) any other investment:

- (a) the best available market dealing offer price on the most appropriate market in a standard size (plus any dealing costs which means any fiscal charges, commission or other charges payable in the event of the Scheme carrying out the transaction in question, assuming that the commission and charges (other than fiscal charges) which would be payable by the Scheme are the least that could reasonably be expected to be paid in order to carry out the transaction); or

- (b) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no recent price exists, at a buyer's price which, in the opinion of the Manager, is fair and reasonable.

- (c) if any other property, or no price exists under (a) or (b), the Manager's reasonable estimate of a buyer's price (plus any dealing costs, which means any fiscal charges, commission or other charges payable in the event of the Scheme carrying out the transaction in question, assuming that the commission and charges (other than fiscal charges) which would be payable by the Scheme are the least that could reasonably be expected to be paid in order to carry out the transaction but excluding any preliminary charge on sale of units in a collective investment scheme). The buyer's price is the consideration which would be paid by the buyer for an immediate transfer or assignment (or, in Scotland, assignment) to him at arm's length.

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

2.1.3 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:

- (a) if a single price for buying and selling units or shares is quoted, at that price (less any dealing costs, which means any fiscal charges, commission or other charges payable in the event of the Scheme carrying out the transaction in question, assuming that the commission and charges (other than fiscal charges) which would be payable by the Scheme are the least that could reasonably be expected to be paid in order to carry out the transaction, any charge payable on the redemption of units in a collective investment scheme, taking account of any expected discount, any dilution levy which would be deducted in the event of a sale by the Scheme of the units in question (except that, where the Manager, or an associate of the Manager, is also the manager or authorised corporate director of the collective investment scheme whose units are held by the Scheme, dealing costs must not include a redemption charge which would be payable in the event of a sale by the Scheme of those units); or
- (b) if separate buying and selling prices are quoted, at the most recent minimum redemption price (less any dealing costs, which means any fiscal charges, commission or other charges payable in the event of the Scheme carrying out the transaction in question, assuming that the commission and charges (other than fiscal charges) which would be payable by the Scheme are the least that could reasonably be expected to be paid in order to carry out the transaction and any charge payable on the redemption of units in a collective investment scheme (except that, where the Manager, or an associate of the Manager, is also the manager or authorised corporate director of the collective investment scheme whose units are held by the Scheme, dealing costs must not include a redemption charge which would be payable in the event of a sale by the Scheme of those units), less any expected discount); but, if the property sold in one transaction would amount to a large deal (as defined in the Glossary), the cancellation price shall be taken instead of the minimum redemption price; or
- (c) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no recent price exists, at a seller's price which, in the opinion of the Manager, is fair and reasonable;

- (b) any other investment:
  - (a) the best available market dealing bid price on the most appropriate market in a standard size (less any dealing costs, which means any fiscal charges, commission or other charges payable in the event of the Scheme carrying out the transaction in question, assuming that the commission and charges (other than fiscal charges) which would be payable by the Scheme are the least that could reasonably be expected to be paid in order to carry out the transaction); or
  - (b) if, in the opinion of the Manager, the price obtained is unreliable or no recent traded price is available or if no recent price exists, at a seller's price which, in the opinion of the Manager, is fair and reasonable;
- (c) if any other property, or no price exists under (a) or (b), the Manager's reasonable estimate of a seller's price (less any dealing costs which means any fiscal charges, commission or other charges payable in the event of the Scheme carrying out the transaction in question, assuming that the commission and charges (other than fiscal charges) which would be payable by the Scheme are the least that could reasonably be expected to be paid in order to carry out the transaction and including any charge payable on the redemption of units in a collective investment scheme, (taking account of any expected discount, any dilution levy which would be deducted in the event of a sale by the Scheme of the units in question) (except that, where the Manager, or an associate of the Manager, is also the manager or authorised corporate director of the collective investment scheme whose units are held by the Scheme, dealing costs must not include a redemption charge which would be payable in the event of a sale by the Scheme of those units). The seller's price is the consideration which would be received by a seller for an immediate transfer or assignment (or, in Scotland, assignation) to him at arm's length.

3. Property which is a derivative transaction shall be treated as follows:

- (a) if a written option, (and the premium for writing the option has become part of the scheme property) deduct the amount of the net valuation of premium (estimated on the basis of writing an option of the same series on the best terms then available on the most appropriate market on which such options are traded, but, in the case of the calculation of the issue basis, deduct and, in the case of the calculation of the cancellation basis, add dealing costs); but if it is an OTC derivative, the valuation methods in COLL 5.2.23R shall be used; or

- (b) if an off-exchange future, include at the net value of closing out (whether as a positive or negative figure and, in the case of the calculation of the issue basis and the cancellation basis, estimated on the basis of the amount of profit or loss receivable or incurable by the Scheme on closing out the contract and deducting minimum dealing costs in the case of profit and adding them in the case of loss; but if it is an OTC derivative, the valuation methods in COLL 5.2.23R shall be used); or
  - (c) if any other form of derivative transaction, include at the net value of margin on closing out (whether as a positive or negative figure estimated on the basis of the amount of margin (whether receivable or payable by the Scheme on closing out the contract) on the best terms then available on the most appropriate market on which such contracts are traded. If that amount is receivable by the Scheme deduct minimum dealing costs but if that amount is payable then add minimum dealing costs and the value is that figure as a negative sum); but if it is an OTC derivative, the valuation methods in COLL 5.2.23R shall be used.
- 4. Cash and amounts held in current deposit and loan accounts shall be valued at their nominal values.
- 5. In determining the value of the scheme property, all instructions given to the Trustee to issue or cancel units shall be assumed (unless the contrary is shown) to have been carried out and any cash paid or received (or, in the case of an in specie, transfer assets transferred) and all required consequential action required by the COLL Sourcebook or the Trust Deed shall be assumed (unless the contrary is shown) to have been taken.
- 6. Subject to paragraphs 7 and 8 below, agreements for the unconditional sale or purchase of property which are in existence but uncompleted shall be assumed to have been completed and all consequential action required by their terms assumed to have been taken. Such unconditional agreements need not be taken into account if made shortly before the valuation takes place and, in the opinion of the Manager, their omission shall not materially affect the final net asset amount.
- 7. Futures or contracts for differences which are not yet due to be performed and unexpired written or purchased options which have not been exercised shall not be included under paragraph 6.
- 8. All agreements are to be included under paragraph 6 which are, or ought reasonably to have been, known to the person valuing the property assuming that all other persons in the Manager's employment take all reasonable steps to inform it immediately of the making of any agreement.
- 9. Deduct an estimated amount for anticipated tax liabilities (on unrealised capital gains where the liabilities have accrued and are payable out of the property of the 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.
- 10. Deduct an estimated amount for any liabilities payable out of the property of the Scheme and any tax thereon (treating periodic items as accruing from day to day).

11. Deduct the principal amount of any outstanding borrowings whenever payable and any accrued but unpaid interest on borrowings.
12. In the case of a margined contract, deduct any amount reasonably anticipated to be paid by way of variation margin.
13. Add an estimated amount for accrued claims for tax of whatever nature which may be recoverable.
14. Add any other credits due to be paid into the property of the Scheme.
15. In the case of a margined contract, add any amount reasonably anticipated to be received by way of variation margin.
16. Add a sum representing any interest or any income accrued due or deemed to have accrued but not received and any stamp duty reserve tax provision anticipated to be received.
17. The valuation is in the Scheme's base currency. To convert to the base currency the value of property which would otherwise be valued in another currency the Manager will either:
  - 17.1 select a rate of exchange which represents the average of the highest and lowest rates quoted at the relevant time for conversion of that currency into base currency on the market on which the Manager would normally deal if it wished to make such a conversion; or
  - 17.2 invite the Trustee to agree that it is in the interests of unitholders to select a different rate, and, if the Trustee so agrees, use that other rate.

## APPENDIX 4

### VALUATION AND PRICING

**(Royal London Sustainable Managed Income Trust, Royal London Sustainable Managed Growth Trust, Royal London Sustainable Diversified Trust, Royal London Sustainable Leaders Trust, Royal London Sustainable World Trust and Royal London UK FTSE4Good Tracker Trust)**

The value of the property of the Scheme shall be the value of its assets less the value with liabilities determined in accordance with the following provisions:

- (a) All the property of the Scheme (including receivables) is to be included, subject to the following provisions;
- (b) Property which is not cash (or other assets dealt with in paragraph (c) below) or a contingent liability transaction shall be valued as follows and the prices used shall (subject as follows) be the most recent prices which it is practicable to obtain:
  - (i) units or shares in a collective investment scheme:
    - if a single price for buying and selling units or shares is quoted, at that price; or
    - if separate buying and selling prices are quoted, at the average of the two prices provided the buying price has been reduced by any initial or preliminary charge included therein and the selling price has been increased by any exit or redemption charge attributable thereto for units or shares in a collective investment scheme; or
    - if, in the opinion of the Manager, the price obtained is unreliable or no recent trade price is available or if no recent price exists, or if the most recent price available does not reflect the Manager's best estimate of the value of the units or shares, at a value which, in the opinion of the Manager, is fair and reasonable;
  - (ii) any other transferable security:
    - if a single price for buying and selling units or shares is quoted, at that price; or
    - if separate buying and selling prices are quoted, at the average of the two prices; or
    - if, in the opinion of the Manager, the price obtained is unreliable or no recent trade price is available or if no price exists, or if the most recent price available does not reflect the Manager's best estimate of the value of the security, at a value which, in the opinion of the Manager, is fair and reasonable;
  - (iii) property other than that described in (i) and (ii) above: at a value which, in the opinion of the Manager, represents a fair and reasonable mid-market price.

- (c) Cash and amounts held in current and deposit accounts and in other time-related deposits shall be valued at their nominal values.
- (d) Property which is a contingent liability transaction shall be treated as follows:
  - (i) if a written option, (and the premium for writing the option has become part of the scheme property), deduct the amount of the net valuation of premium receivable. If the property is an off-exchange derivative the method of valuation shall be agreed between the Manager and the Trustee;
  - (ii) if an off-exchange future, include at the net value of closing out in accordance with a valuation method agreed between the Manager and the Trustee;
  - (iii) if any other form of contingent liability transaction, include at the net value of the margin on closing out (whether as a positive or negative value). If the property is an off-exchange derivative, the method of valuation shall be agreed between the Manager and the Trustee.
- (e) In determining the value of the scheme property, all instructions given to issue or cancel units shall be assumed to have been carried out (and any cash paid or received) whether or not this is the case.
- (f) Subject to paragraphs (g) and (h) below, agreements for the unconditional sale or purchase of property which are in existence but uncompleted shall be assumed to have been completed and all consequential action required to have been taken. Such unconditional agreements need not be taken into account if made shortly before the valuation takes place and, in the opinion of the Manager, their omission shall not materially affect the final net asset amount.
- (g) 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 (f).
- (h) All agreements are to be included under paragraph (f) which are, or ought reasonably to have been, known to the person valuing the property.
- (i) Deduct an estimated amount for anticipated tax liabilities at that point in time including (as applicable and without limitation) capital gains tax, income tax, corporation tax and advance corporation tax, value added tax, stamp duty and stamp duty reserve tax.
- (j) Deduct an estimated amount for any liabilities payable out of the property of the Scheme treating periodic items as accruing from day to day.
- (k) Deduct the principal amount of any outstanding borrowings whenever payable and any accrued but unpaid interest on borrowings.
- (l) Add an estimated amount for accrued claims for tax of whatever nature which may be recoverable.



- (m) Add any other credit or amounts due to be paid into the property of the Scheme.
- (n) Add a sum representing any interest or any income accrued due or deemed to have accrued but not received.
- (o) Currencies or values in currencies other than base currency 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 unitholders or potential unitholders.

## APPENDIX 5

### DELEGATES APPOINTED BY THE TRUSTEE

Function	Appointed Service Provider
Sub-custodian – Argentina	HSBC Bank Argentina SA
Sub-custodian - Australia	HSBC Bank Australia Ltd
Sub-custodian - Austria	UniCredit Bank Austria AG
Sub-custodian - Austria	Erste Group Bank Ag
Sub-custodian - Bahrain	HSBC Bank Middle East Ltd (Bahrain)
Sub-custodian - Bangladesh	The Hongkong and Shanghai Banking Corporation Ltd (Bangladesh)
Sub-custodian - Belgium	BNP Paribas Securities Services (Belgium)
Sub-custodian - Belgium	Euroclear Bank S.A./N.V.
Sub-custodian - Bermuda	HSBC Bank Bermuda Ltd
Sub-custodian - Bosnia-Herzegovina	Unicredit Bank DD (Bosnia)
Sub-custodian - Botswana	Standard Chartered (Botswana)
Sub-custodian - Brazil	HSBC Corretora de Titulos e Valores Mobiliarios SA
Sub-custodian - Bulgaria	UniCredit Bulbank AD
Sub-custodian - Canada	Royal Bank of Canada
Sub-custodian - Chile	Banco Santander Chile
Sub-custodian - China	HSBC Bank (China) Ltd
Sub-custodian - Colombia	CorpBanca Investment Trust Colombia SA
Sub-custodian – Costa Rica	Banco Nacional De Costa Rica
Sub-custodian - Croatia	Privredna Banka Zagreb
Sub-custodian - Cyprus	HSBC Bank Plc, Athens

<b>Function</b>	<b>Appointed Service Provider</b>
Sub-custodian - Czech Republic	Ceskoslovensak Obchodni Banka
Sub-custodian - Czech Republic	Unicredit Bank Czech Republic, A.S.
Sub-custodian - Denmark	Skandinaviska Enskilda Banken AB (publ), Copenhagen Branch
Sub-custodian - Egypt	HSBC Bank Egypt SAE
Sub-custodian - Estonia	AS SEB Pank
Sub-custodian - Finland	Skandinaviska Enskilda Banken AB (publ.), Helsinki Branch
Sub-custodian - France	CACEIS Bank
Sub-custodian - France	BNP Paribas Securities Services (France)
Sub-custodian - Germany	HSBC Trinkaus & Burkhardt
Sub-custodian - Ghana	Standard Chartered Bank Ghana Ltd
Sub-custodian - Greece	HSBC Bank Plc
Sub-custodian - Hong Kong	The Hongkong and Shanghai Banking Corporation Ltd (HK)
Sub-custodian - Hungary	Unicredit Bank Hungary Zrt
Sub-custodian - India	The Hongkong and Shanghai Banking Corporation Ltd (India)
Sub-custodian - Indonesia	The Hongkong and Shanghai Banking Corporation Ltd (Indonesia)
Sub-custodian - Ireland	HSBC Bank Plc
Sub-custodian - Israel	Bank Leumi Le-Israel BM
Sub-custodian - Italy	BNP Paribas Securities Services (Italy)
Sub-custodian - Japan	The Hongkong and Shanghai Banking Corporation Ltd (Japan)
Sub-custodian - Jordan	Bank of Jordan
Sub-custodian - Kazakhstan	JSC Citibank Kazakhstan

<b>Function</b>	<b>Appointed Service Provider</b>
Sub-custodian - Kenya	Standard Chartered Bank Kenya Ltd
Sub-custodian - Kuwait	HSBC Bank Middle East Ltd (Kuwait)
Sub-custodian - Latvia	AS SEB Banka
Sub-custodian - Lebanon	HSBC Bank Middle East Ltd (Lebanon)
Sub-custodian - Lithuania	SEB Bankas
Sub-custodian - Luxembourg	Clearstream Banking SA
Sub-custodian - Malaysia	HSBC Bank Malaysia Berhad
Sub-custodian - Mauritius	The Hongkong and Shanghai Banking Corporation Ltd (Mauritius)
Sub-custodian - Mexico	HSBC Mexico, SA
Sub-custodian - Morocco	Citibank Maghreb
Sub-custodian - Netherlands	BNP Paribas Securities Services (Netherlands)
Sub-custodian - New Zealand	The Hongkong and Shanghai Banking Corporation Ltd (New Zealand)
Sub-custodian - Nigeria	Stanbic IBTC Bank plc
Sub-custodian - Norway	Skandinaviska Enskilda Banken AB (publ) Oslo Branch
Sub-custodian - Oman	HSBC Bank Oman S.A.O.G.
Sub-custodian - Pakistan	Citibank NA (Pakistan)
Sub-custodian - Palestine	HSBC Bank Middle East Ltd (Palestine)
Sub-custodian - Peru	Citibank del Peru
Sub-custodian - Philippines	The Hongkong and Shanghai Banking Corporation Ltd (Philippines)
Sub-custodian - Poland	Bank Polska Kasa Opieki SA
Sub-custodian - Portugal	BNP Paribas Securities Services (Portugal)
Sub-custodian - Qatar	HSBC Bank Middle East Ltd (Qatar)

<b>Function</b>	<b>Appointed Service Provider</b>
Sub-custodian - Romania	Citibank Europe plc, Romania branch
Sub-custodian - Russia	AO Citibank
Sub-custodian - Saudi Arabia	HSBC Saudi Arabia Ltd
Sub-custodian - Serbia	Unicredit Bank Serbia JSC
Sub-custodian - Singapore	The Hongkong and Shanghai Banking Corporation Ltd (Singapore)
Sub-custodian - Slovakia	Ceskoslovenska Obchodna Banka A.S.
Sub-custodian - Slovenia	Unicredit Banka Slovenija DD
Sub-custodian - South Africa	Standard Bank of South Africa Ltd
Sub-custodian - South Korea	The Hongkong and Shanghai Banking Corporation Ltd (South Korea)
Sub-custodian - Spain	BNP Paribas Securities Services (Spain)
Sub-custodian - Sri Lanka	The Hongkong and Shanghai Banking Corporation Ltd (Sri Lanka)
Sub-custodian - Sweden	Skandinaviska Enskilda Banken AB (publ.)
Sub-custodian - Switzerland	Credit Suisse AG
Sub-custodian - Switzerland	UBS AG
Sub-custodian - Taiwan	HSBC Bank (Taiwan) Ltd
Sub-custodian - Tanzania	Standard Chartered Bank (Mauritius) Ltd, Tanzania
Sub-custodian - Thailand	The Hongkong and Shanghai Banking Corporation Ltd (Thailand)
Sub-custodian - Turkey	HSBC Bank AS
Sub-custodian - Uganda	Standard Chartered (Uganda)
Sub-custodian - United Arab Emirates	HSBC Bank Middle East Ltd (UAE)
Sub-Custodian – United Kingdom	Deutsche Bank AG (London Branch)
Sub-Custodian – United Kingdom	JPMorgan Chase Bank NA (London)

<b>Function</b>	<b>Appointed Service Provider</b>
Sub-Custodian – United Kingdom	HSBC Bank Plc (UK)
Sub-Custodian – United Kingdom	State Street Bank & Trust Co (UK)
Sub-Custodian – United Kingdom	UBS AG, London branch
Sub-custodian - United States	HSBC Bank (USA) NA
Sub-custodian - United States	Brown Brothers Harriman & Co
Sub-custodian - United States	Citibank, N.A. (USA)
Sub-custodian - United States	The Bank of New York Mellon Corporation
Sub-custodian - United States	JPMorgan Chase Bank NA
Sub-custodian - Uruguay	Banco Itau Uruguay SA
Sub-custodian - Vietnam	HSBC (Vietnam) Ltd
Sub-custodian - Zambia	Standard Chartered Bank (Zambia) Plc
Proxy voting	Broadridge Investor Communication Solutions Inc
Nominee companies	The Trustee uses various nominee companies
Registrar (if the Trustee is responsible for the registration function)	As agreed between the Fund/Management Company and the Trustee and described in the Fund's offering documents

The Trustee's sub-custodian in each jurisdiction supported by the Trustee for investment by the funds it acts as trustee of is included in the list above. The sub-custody delegates from time to time used by the Trustee in relation to the Schemes are the sub-custody delegates listed for the jurisdictions in which the Schemes has actually invested.

This Appendix 5 may be amended at any time by the Trustee. The Trustee shall notify the Schemes or the Manager of any amendments that it makes to its trustee delegates list.

Investors should note that the list of Trustee's sub-custodians is updated only at each Prospectus review.

An updated list of sub-custodians is maintained by the Manager and is available on request.

## **BACK COVER**

This Prospectus is issued by RLUM Limited who is authorised and regulated by the Financial Conduct Authority. The firm is on the Financial Services Register, FCA number 144032.

Registered in England and Wales number 2369965. Registered office: 55 Gracechurch Street, London, EC3V 0RL.

This company is a subsidiary of The Royal London Mutual Insurance Society Limited, registered in England and Wales number 99064. Registered office: 55 Gracechurch Street, London EC3V 0RL.

The Customer Contact Centre can be contacted on 0345 605 7777. Telephone calls may be recorded for security purposes and may be monitored to ensure that service quality is being maintained.

15 December, 2017



Royal London  
Churchgate House, 56 Oxford Street, Manchester M1 6EU  
royallondon.com

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