

IMPORTANT: IF YOU ARE IN ANY DOUBT ABOUT THE CONTENTS OF THIS PROSPECTUS YOU SHOULD CONSULT YOUR PROFESSIONAL ADVISER.

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

PROSPECTUS

OF

MI SONOMA PARTNERS FUNDS

**(An open-ended investment company
incorporated with limited liability and registered in England and Wales
under registered number IC011027 authorised by the Financial Conduct Authority as a Qualified
Investor Scheme)**

("MI" and "MI Funds" are trading names of the ACD)

This document constitutes the Prospectus for MI SONOMA PARTNERS FUNDS which has been prepared in accordance with the Collective Investment Schemes Sourcebook (COLL) and the Investment Fund Sourcebook (FUND), which forms part of the FCA Handbook, and complies with the requirements of COLL 4.2.5R and FUND 3.2.2R.

This Prospectus is dated, and is valid as at 25 January 2024.

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

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Important information

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

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

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

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

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

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

The provisions of the Instrument of Incorporation are binding on each of the Shareholders and a copy of the Instrument of Incorporation is available on request from Apex Fundrock Ltd.

This Prospectus has been issued for the purpose of section 21 of the Financial Services and Markets Act 2000 by Apex Fundrock Ltd.

The distribution of this Prospectus in certain jurisdictions may require that this Prospectus is translated into the official language of those countries. Should any inconsistency arise between the translated version and the English version, the English version shall prevail.

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

Obligations have been imposed on financial sector professionals to prevent the use of funds such as MI Sonoma Partners Funds for money-laundering purposes. Within this context a procedure for the identification of subscribers is required. That is, the application form of a subscriber must be accompanied, in the case of individuals, by a copy of a passport or identification card and/or in the case of legal entities, a

copy of its statutes and an extract from its commercial register (in the case of a non-UK entity any such copy must be certified to be a true copy by one of the following authorities: ambassador, consulate, notary, local police). Any such information provided is collected for money-laundering compliance purposes only. These specific requirements may be waived by the ACD where other suitable evidence is available which in its sole judgement allows the ACD to cover its obligations under money-laundering legislation.

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

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

Overseas transfers

The ACD may transfer Shareholders' personal data to countries or territories located outside the UK. This may happen when the ACD's servers, suppliers and/or service providers are based outside the UK.

Where, under Data Protection Laws, such transfer is subject to a requirement to take additional steps to adequately protect the Shareholders' personal data, the ACD will take such steps as necessary to ensure that Shareholders' privacy rights are respected (this is particularly relevant if the transfer is to outside the EEA). Details relevant to a transfer of Shareholder personal data outside of the UK may be provided upon request.

The Depositary

Except for the information about itself as Depositary for which the Depositary is responsible, the Depositary is not responsible for the information contained in this Prospectus and accordingly does not accept any responsibility for such information under the Regulations or otherwise.

Regulation (EU) 2016/1011 of the European Parliament and of the Council (the "Benchmark Regulation")

In respect of each Sub-fund the Investment Manager is working with the applicable benchmark administrators for the benchmark indices of such Sub-funds to confirm that the benchmark administrators are or intend to get themselves included in the register maintained by ESMA under the Benchmark Regulation. The Manager has in place and maintains written plans setting out the actions that it would take in the event that a benchmark is materially changed or ceases to be provided. The Office of National Statistics has confirmed that it intends to apply for authorisation as an EU benchmark administrator.

Important: If you are in any doubt about the contents of this Prospectus you should consult your Financial Adviser.

1. **DEFINITIONS**

“ACD”	Apex Fundrock Ltd, the authorised corporate director of the Company holding offices pursuant to the Rules and the ACD Agreement (“MI” and “MI Funds” are trading names of the ACD);
“ACD Agreement”	an agreement between the Company and the ACD;
“Administrator”	Apex Fundrock Ltd, the administrator of the Company;
“AIF”	an alternative investment fund within the scope of the AIFMD Rules;
“AIFM”	an alternative investment fund manager for the purposes of the AIFMD Rules;
“AIFMD Rules”	the collection of laws and rules commonly referred to as ‘AIFMD’ (or those parts of that regime) implemented in the United Kingdom or brought into UK law by the European Union (Withdrawal) Act 2018, including the FUND Sourcebook;
“Approved Bank”	An institution meeting the definition of “approved bank” (in COLL) in the Glossary in the FCA Handbook;
“Auditor”	Grant Thornton UK LLP, or such other entity as is appointed to act as auditor to the Company from time to time;
“business day”	any day which is not a Saturday, Sunday or a public holiday on which banks are ordinarily open for business in the City of London;
“Class” or “Classes”	in relation to Shares, means (according to the context) all of the Shares of a single Sub-fund or a particular class or classes of Share of a single Sub-fund;
“COBS”	refers to the appropriate chapter or rule in the COBS Sourcebook;
“COLL”	the Collective Investment Schemes Sourcebook issued by the FCA as amended from time to time;
“Company”	MI Sonoma Partners Funds;
“Conversion”	the conversion of Shares in one Class in a Fund to Shares of another Class in the same Fund and “Convert” shall be construed accordingly;
“CRS”	the common reporting standard as developed and approved by the OECD in 2014 and implemented in the UK by the International Tax Compliance Regulations 2015 with effect from 1 January 2016;
“Custodian”	The Northern Trust Company, London Branch;
“Data Protection Laws”	the Data Protection Act 2018, Regulation (EU) 2016/679 as implemented into UK law (“ UK GDPR ”)

and other data protection legislation to the extent binding within the UK from time to time;

and references to “**controller**”, “**personal data**”, and “**processor**” shall have the meanings set out in and will be interpreted in accordance with such laws.

“Dealing Day”	Monday to Friday where these days are business days, between the hours of 8.30 a.m. to 4.30 p.m.;
“Depositary”	Northern Trust Investor Services Limited, or such other person as is appointed to act as the depositary of the Company from time to time;
“Director” or “Directors”	the directors of the Company from time to time (including the ACD);
“EEA State”	a member state of the European Union and any other state which is within the European Economic Area;
“Eligible Investor”	a person to whom Shares may be promoted under COBS 4.12.4R;
“Efficient Portfolio Management” or “EPM”	<p>investment techniques and instruments which relate to transferable securities and approved money-market instruments and which fulfil the following criteria:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (i) reduction of risk; (ii) reduction of cost; (iii) 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 COLL. <p>For further information see Appendix 3;</p>
“Eligible Institution”	one of certain eligible institutions as defined in the glossary of definitions to the FCA Handbook;
“ERISA Plan”	(i) any retirement plan subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended (“ERISA”); (ii) any individual retirement account or plan subject to Section 4975 of the United States Internal Revenue Code of 1986, as amended; or (iii) an entity whose assets include plan assets by reason of a plan’s investment in the entity (generally because 25% or more of a class of equity interests in the entity is owned by plans);
“FATCA”	the US Foreign Account Tax Compliance Act, as set out in Sections 1471 through 1474 of the US Internal Revenue Code of 1986, as amended from time to time;

“FCA”	the Financial Conduct Authority or any other regulatory body which may assume its regulatory responsibilities from time to time;
“FCA Handbook”	the FCA Handbook of Rules and Guidance, as amended from time to time;
“FCA Register”	the public record, as required by section 347 of the Financial Services and Markets Act 2000;
“FFI”	means Foreign Financial Institution as defined in the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, signed on 12 September 2012;
“FUND”	the Investment Funds Sourcebook published by the FCA as part of their Handbook made under the Act as it may be amended or replaced from time to time;
“GDPR”	the General Data Protection Regulation (GDPR) 2016/679EU is a legal framework that sets guidelines for the collection and processing of personal information of individuals within the European Union (EU).
“Home State”	has the meaning given to that term in the Glossary to the FCA Handbook;
“HMRC”	HM Revenue and Customs, the UK tax authority;
“ICO”	The Information Commissioner’s Office, the UK’s data protection authority for the purposes of Data Protection Laws;
“ICVC”	investment company with variable capital;
“Instrument of Incorporation”	the instrument of incorporation of the Company as amended from time to time;
“Investment Manager”	Sonoma Partners Ltd, the investment manager appointed by the ACD in respect of the Company;
“IRS”	Internal Revenue Service, the US tax authority;
“MIFID II”	the legislative framework known as MiFID II as implemented in the UK;
“Net Asset Value” or “NAV”	the value of the Scheme Property of the Company or of any Sub-fund (as the context may require) less the liabilities of the Company (or of the Sub-fund concerned) as calculated in accordance with the Instrument of Incorporation;
“OECD”	the Organisation for Economic Co-operation and Development;
“OEIC Regulations”	the Open-Ended Investment Companies Regulations 2001 as amended or re-enacted from time to time;
“OTC”	over the counter;

“Qualified Investor Scheme” or “QIS”	a qualified investor scheme authorised as such by the FCA in accordance with COLL;
“Recognised Exchange”	means a recognised exchange in relation to investment by the Sub-fund, as set out in Appendix 3;
“Register”	the register of Shareholders of the Company;
“Registrar”	Apex Fundrock Ltd or such other entity as is appointed to act as Registrar to the Company from time to time;
“Regulated Activities Order”	the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544);
“Regulations”	the OEIC Regulations and the FCA Handbook (including the COLL Sourcebook and FUND Sourcebook);
“Rules”	the FCA Rules and any other regulations that may be made under section 626 of the Act and for the time being in force;
“Scheme Property”	the scheme property of the Company or a Sub-fund (as appropriate) required under the COLL Sourcebook to be given for safekeeping to the Depositary;
“SDRT”	stamp duty reserve tax;
“Share” or “Shares”	a share or shares in the Company (including larger denomination shares, and smaller denomination shares equivalent to one ten thousandth of a larger denomination share);
“Shareholder”	a holder of registered Shares in the Company;
“Sub-fund” or “Sub-funds”	a sub-fund of the Company (being part of the Scheme Property of the Company which is pooled separately) to which specific assets and liabilities of the Company may be allocated in accordance with the Regulations and which is invested in accordance with the investment objective applicable to such sub-fund;
“Switch”	the exchange where permissible of Shares of one Class or Sub-fund for Shares of another Class or Sub-fund and “Switching” shall be interpreted accordingly;
“UCITS Directive”	has the meaning given to that term in the Glossary to the FCA Handbook;
“UCITS scheme”	has the meaning given to that term in the Glossary to the FCA Handbook;
“United States” or “US”	the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;
“US Person”	is a person as described in any of the following paragraphs: <ol style="list-style-type: none"> 1. With respect to any person, any individual or entity that would be a US Person under Regulation S of the 1933 Act. The Regulation

S definition is set forth below. Even if you are not considered a US Person under Regulation S, you can still be considered a “US Person” within the meaning of this Prospectus under Paragraphs 2, 3 and 4, below;

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

Regulation S definition of US Person

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

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

(viii) any partnership or corporation if:

(A) organised or incorporated under the laws of any non-US jurisdiction; and

(B) formed by a US Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organised or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the 1933 Act) who are not natural persons, estates or trusts;

2. Notwithstanding (1) above, any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-US Person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States shall not be deemed a "US Person";
3. Notwithstanding (1) above, any estate of which any professional fiduciary acting as executor or administrator is a US Person shall not be deemed a "US Person" if:
 - (i) an executor or administrator of the estate who is not a US Person has sole or shared investment discretion with respect to the assets of the estate; and
 - (ii) the estate is governed by non-US law;
4. Notwithstanding (1) above, any trust of which any professional fiduciary acting as trustee is a US Person shall not be deemed a "US Person" if a trustee who is not a US Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a US Person;
5. Notwithstanding (1) above, an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country shall not be deemed a "US Person";
6. Notwithstanding (1) above, any agency or branch of a US Person located outside the United States shall not be deemed a "US Person" if:

- (i) the agency or branch operates for valid business reasons; and
 - (ii) the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located;
7. The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organisations, their agencies, affiliates and pension plans shall not be deemed “US Persons”.

The ACD may amend the definition of “US Person” without notice to Shareholders as necessary in order best to reflect then-current applicable US law and regulation;

“Non-United States persons” definition

CFTC Rule 4.7 currently provides in relevant part that the following persons are considered “Non-United States persons”:

1. a natural person who is not a resident of the United States or an enclave of the US government, its agencies or instrumentalities;
2. a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a non-US jurisdiction and which has its principal place of business in a non-US jurisdiction;
3. an estate or trust, the income of which is not subject to US income tax regardless of source;
4. an entity organised principally for passive investment such as a pool, investment company or other similar entity, provided, that shares/units of participation in the entity held by persons who do not qualify as Non-United States persons or otherwise as qualified eligible persons (as defined in CFTC Rule 4.7(a)(2) or (3)) represent in the aggregate less than ten per cent. of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by persons who do not qualify as Non-United States persons in a pool with respect to which the operator is exempt from certain requirements of Part 4 of the CFTC’s regulations by virtue of its participants being Non-United States persons; and

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

“Valuation Point”

the point on a Dealing Day whether on a periodic basis or for a particular valuation, at which the ACD carries out a valuation of the Scheme Property for the Company or a Sub-fund (as the case may be) for the purpose of determining the price at which Shares of a Class may be issued, cancelled or redeemed. The current Valuation Point is 12.00 noon London time on each Dealing Day, with the exception of a bank holiday in England and Wales, or the last Business Day prior to those days annually where the valuation may be carried out at a time agreed in advance between the ACD and the Depositary;

“VAT”

value added tax;

“1933 Act”

the United States Securities Act of 1933 (as amended or re-enacted from time to time; and

“1940 Act”

the United States Investment Company Act of 1940 (as amended or re-enacted from time to time).

2. DETAILS OF THE COMPANY

2.1 General information

2.1.1 General

MI Sonoma Partners Funds is an investment company with variable capital incorporated in England and Wales under registered number IC011027 and Product Reference Number 840812 authorised as a Qualified Investor Scheme by the Financial Conduct Authority with effect from 25 April 2019. The Company has an unlimited duration.

The Company is an AIF for the purposes of FUND and the AIFMD Rules.

The Company is a qualified investor scheme for the purposes of the Regulations.

Shareholders are not liable for the debts of the Company. A Shareholder is not liable to make any further payment to the Company after he has paid the price on purchase of the Shares.

The ACD is also the manager of certain authorised unit trusts and open-ended investment companies details of which are set out in Appendix 4.

At the date of this Prospectus, the Company only has one Sub-fund, the MI Sonoma Investment Fund.

On 21 June 2019, the unitholders of Sonoma Investment Fund, a sub-fund of MS FUND S.C.A., SICAV-SIF, an open-ended investment company with variable capital, incorporated under Luxembourg laws and regulations (the "Merging Sub-fund") have approved the scheme of arrangement (the "Scheme of Arrangement") under the terms of which the assets of the Merging Sub-funds were transferred to MI Sonoma Investment Fund (the "Absorbing Fund") in consideration for the issue of shares in the Absorbing Fund. The Scheme of Arrangement were implemented on 28 June 2019.

Further Sub-funds may be established from time to time.

2.1.2 Head Office

The head office of the Company is at Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY

2.1.3 Address for Service

The head office is the address of the place in the UK for service on the Company of notices or other documents required or authorised to be served on it.

2.1.4 Base Currency

The base currency of the Company and each Sub-fund is Pounds Sterling.

2.1.5 Share capital

Maximum: £100,000,000,000

Minimum: £1.00

Shares have no par value. The share capital of the Company at all times equals the sum of the Net Asset Values of each of the Sub-funds.

Shares in the Company may be marketed in other Member States and in countries outside the European Union and European Economic Area, subject to the Regulations, and any regulatory constraints in those countries, if the ACD so decides.

Each of the Sub-funds of the Company from time to time is designed and managed to support longer-term investment and active trading is discouraged. Short-term or excessive trading into and out of a Sub-fund may harm performance by disrupting portfolio management strategies and by increasing expenses.

The ACD may at its discretion refuse to accept applications for, or switching of, Shares, especially where transactions are deemed disruptive, particularly from possible market timers or investors who, in its opinion, have a pattern of short-term or excessive trading or whose trading has been or may be disruptive to a Sub-fund(s). For these purposes, the ACD may consider an investor's trading history in the Sub-fund(s) or other Apex Fundrock Ltd funds and accounts under common ownership or control.

2.1.6 **Investment objectives and policy**

The investment objective and investment policy and product reference number for each of the Sub-funds is set out in Appendix 1.

2.2 **The structure of the Company**

2.2.1 **The Sub-funds**

The Company is structured as an umbrella company, in that different Sub-funds may be established from time to time by the ACD with the approval of the FCA. On the introduction of any new Sub-fund or Class, a revised prospectus will be prepared setting out the relevant details of each Sub-fund or Class.

The Company is a Qualified Investor Scheme.

Each Sub-fund would be a Qualified Investor Scheme if it had a separate authorisation order.

The assets of each Sub-fund will be treated as separate from those of every other Sub-fund and will be invested in accordance with the investment objective and investment policy applicable to that Sub-fund. Investment of the assets of each of the Sub-funds must comply with the COLL Sourcebook and the investment objective and policy of the relevant Sub-fund. Details of the Sub-funds, including their investment objectives, policies and Product Reference Numbers are set out in Appendix 1.

The eligible securities markets and eligible derivatives markets on which the Sub-funds may invest are set out in Appendix 2. A detailed statement of the general investment and borrowing restrictions in respect of each type of Sub-fund is set out in Appendix 3.

Each Sub-fund is a segregated portfolio of assets and, accordingly, the assets of a Sub-fund belong exclusively to that Sub-fund and shall not be used or made available to discharge (directly or indirectly) the liabilities of, or claims against any other person or body, including the Company and any other Sub-fund and shall not be available for any such purpose.

Subject to the above, each Sub-fund will be charged with the liabilities, expenses, costs and charges of the Company attributable to that Sub-fund, and within each Sub-fund charges will be allocated between Classes in accordance with the terms of issue of Shares of those Classes. Any assets, liabilities, expenses, costs or charges not attributable to a particular Sub-fund may be allocated by the ACD in a manner which it believes is fair to the Shareholders generally. This will normally be pro rata to the Net Asset Value of the relevant Sub-funds.

Please also see paragraph 5.5 below.

Where any changes are proposed to be made to the Company or any Sub-fund the ACD will assess whether the change is fundamental, significant or notifiable in accordance with COLL 4.3. If the change is regarded as fundamental, Shareholder approval of the Company or relevant Sub-fund will be required. If the change is

regarded as significant, 60 days' prior written notice will be given to relevant Shareholders. If the change is regarded as notifiable, relevant Shareholders will receive suitable notice of the change.

2.2.2 Shares

Classes of Share within the Sub-funds

Shares will be issued in larger and smaller denominations. There are 10,000 smaller denomination Shares to each larger denomination Share. Smaller denomination Shares represent what, in other terms, might be called fractions of a larger Share and have proportionate rights.

Shares have no par value and, within each Class in each Sub-fund subject to their denomination, are entitled to participate equally in the profits arising in respect of, and in the proceeds of, the liquidation of the Company or termination of a relevant Sub-fund. Shares do not carry preferential or pre-emptive rights to acquire further Shares.

Further Classes of Share may be established from time to time by the ACD with the agreement of the Depositary and in accordance with the Instrument of Incorporation and the Regulations. On the introduction of any new Sub-fund or Class, a revised prospectus will be prepared, setting out the details of each Sub-fund or Class.

The base currency in which each new Class of Shares will be denominated will be determined at the date of creation and set out in the prospectus issued in respect of the new Class of Shares.

The net proceeds from subscriptions to a Sub-fund will be invested in the specific pool of assets constituting that Sub-fund. The Company will maintain for each current Sub-fund a separate pool of assets, each invested for the exclusive benefit of the relevant Sub-fund. The Company as a whole will be responsible for all obligations, whichever Sub-fund such liabilities are attributable to, unless otherwise agreed with specific creditors.

To the extent that any Scheme Property, or any assets to be received as part of the Scheme Property, or any costs, charges or expenses to be paid out of the Scheme Property, are not attributable to one Sub-fund only, the ACD will allocate such Scheme Property, assets, costs, charges or expenses between Sub-funds in a manner which is fair to all Shareholders of the Company.

The Company may issue income and accumulation Shares in respect of each Sub-fund. The Share Classes that may be issued and their criteria for subscription in respect of each Sub-fund are set out in Appendix 1.

Shares in the Company are not currently listed on or dealt in on any investment exchange. Title to Shares is evidenced by the entry on the Register. Shareholders may, but need not, support an instruction to the ACD by enclosing the contract notice or the most recent annual statement or copies of such documents. Share Certificates are not issued to Shareholders.

Holders of income Shares are entitled to be paid the distributable income attributed to such Shares on any relevant interim and annual allocation dates.

Holders of accumulation Shares are not entitled to be paid the income attributed to such Shares, but that income is automatically transferred to (and retained as part of) the capital assets of the relevant Sub-fund on the relevant interim and/or annual accounting dates. This is reflected in the price of an accumulation Share.

Where a Sub-fund has different Classes, each Class may attract different charges and so monies may be deducted from the Scheme Property attributable to such Classes in unequal proportions. In these circumstances, the proportionate interests of the Classes within a Sub-fund will be adjusted accordingly.

Shareholders are entitled (subject to certain restrictions) to Convert or Switch all or part of their Shares in a Class or a Sub-fund for Shares of another Class within the same Sub-fund or for Shares of the same or another Class within a different Sub-fund of the Company. Details of this conversion and switching facility and the restrictions are set out in paragraph 3.4 (Conversion and Switching).

3. **BUYING, REDEEMING, CONVERTING AND SWITCHING SHARES**

The dealing office of the ACD is normally open from 8.30 a.m. to 4.30 p.m. (London time) on each Business Day to receive postal requests for the purchase, sale, conversion and switching of Shares. The ACD may vary these times at its discretion. Requests to deal in Shares may also be made by telephone on each Business Day (at the ACD's discretion) between 8.30 a.m. and 4.30 p.m. (London time) directly to the office of the ACD (telephone: 0345 521 1003 or fax: 0845 299 2124 or such other number as published from time to time). The initial purchase must, at the discretion of the ACD, be accompanied by an application form.

A request for dealing in Shares must be received by 12.00 noon on a particular Dealing Day in order to be processed on that Dealing Day. A dealing request received after this time will be held over and processed on the next Dealing Day, using the Net Asset Value per Share calculated as at the Valuation Point on that next Dealing Day.

Telephone calls will be recorded. The ACD may also, at its discretion, introduce further methods of dealing in Shares in the future.

3.1 **Money laundering**

As a result of legislation in force in the UK to prevent money laundering, the ACD is responsible for compliance with anti money laundering regulations. In order to implement these regulations, in certain circumstances investors may be asked to provide proof of identity when buying or redeeming Shares. Until satisfactory proof of identity is provided, the ACD reserves the right to refuse to issue Shares, pay the proceeds of a redemption of Shares, or pay income on Shares to the investor. In the case of a purchase of Shares where the applicant is not willing or is unable to provide the information requested within a reasonable period, the ACD also reserves the right to sell the Shares purchased and return the proceeds to the account from which the subscription was made. These proceeds may be less than the original investment.

3.2 **Buying Shares**

3.2.1 **Procedure**

Shares may be bought directly from the ACD or through a professional adviser or other intermediary. For details of dealing charges see paragraph 3.5 below. Application forms may be obtained from the ACD.

Valid applications to purchase Shares in a Sub-fund will be processed at the Share price calculated, based on the Net Asset Value per Share, at the next Valuation Point following receipt of the application, except in the case where dealing in a Sub-fund has been suspended as set out in paragraph 3.10.

The ACD, at its discretion, has the right to cancel a purchase deal if settlement is materially overdue and any loss arising on such cancellation shall be the liability of the applicant. For postal applications payment in full must accompany the instruction. At the ACD's discretion, payment for large purchases of Shares may be made by telegraphic transfer.

A purchase of Shares in writing or by telephone or any other communication media made available is a legally binding contract. Applications to purchase, once made, are, except in the case where cancellation rights are applied, irrevocable. However, subject to its obligations under the Regulations, the ACD has the right to reject, on reasonable grounds relating to the circumstances of the applicant, any application for Shares in whole or part, and in this event the ACD will return any money sent, or the balance of such monies, at the risk of the applicant.

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

Payment in full should be made no later than the fourth Business Day after the date of purchase, and the ACD reserves the right to require payment in advance.

The ACD may charge £50 each time a trade is not fulfilled by the end of the business day on the settlement date. The ACD also reserves the right to apply interest charges at 4% above the Bank of England Base Rate on the value of any settlement not received by the end of the business day on the settlement date and thereafter. No interest will be paid on funds held prior to investment. Shares that have not been paid for cannot be redeemed.

Applicants who have received advice may have the right to cancel their application to buy Shares at any time during the 14 days after the date on which they receive a cancellation notice from the ACD. If an applicant decides to cancel the contract, and the value of the investment has fallen at the time the ACD receives the completed cancellation notice, they will not receive a full refund as an amount equal to any fall in value will be deducted from the sum originally invested. The ACD may extend cancellation rights to other investors but is under no obligation to do so.

3.2.2 Documents the buyer will receive

A confirmation giving details of the number and price of Shares bought will be issued no later than the end of the Business Day following the Valuation Point by reference to which the price is determined, together with, where appropriate, a notice of the applicant's right to cancel.

Registration of Shares can only be completed by the ACD upon receipt of any required registration details. These details may be supplied in writing to the ACD or by returning to the ACD the properly completed registration form and copy of the confirmation.

Settlement is due within 4 Business Days of the Valuation Point. An order for the purchase of Shares will only be deemed to have been accepted by the ACD once it is in receipt of cleared funds for the application. If settlement is not made within a reasonable period, then the ACD has the right to cancel any Shares issued in respect of the application.

Share certificates will not be issued in respect of Shares. Ownership of Shares will be evidenced by an entry on the Register. Tax certificates in respect of periodic distributions on Shares will show the number of Shares held by the recipient.

3.2.3 Minimum subscriptions and holdings

The minimum initial subscriptions, subsequent subscriptions and holdings levels for each Class of Share in a Sub-fund are set out in Appendix 1.

The ACD may at its sole discretion accept subscriptions and/or holdings lower than the minimum amount(s).

If following a redemption, Conversion, Switch or transfer, a holding in any Class of Share should fall below the minimum holding for that Class, the ACD has the discretion to effect a redemption of that Shareholder's entire holding in that Class of Share. The ACD may use this discretion at any time. Failure not to do so immediately after such redemption, Conversion, Switch or transfer does not remove this right.

3.3 Redeeming Shares

3.3.1 Procedure

Valid instructions to the ACD to redeem Shares in a Sub-fund will be processed at the Share price calculated, based on the Net Asset Value per Share, at the next Valuation Point following receipt of the instruction, except in the case where dealing in a Sub-fund has been suspended as set out in paragraph 3.10.

A redemption instruction in respect of Shares in writing or by telephone or any other communication media made available is a legally binding contract. However, an instruction to the ACD to redeem Shares, although irrevocable, may not be settled by either the Company or the ACD if the redemption represents Shares where the money due on the earlier purchase of those Shares has not yet been received or if insufficient documentation or anti-money laundering information has been received by the ACD.

Shareholders are entitled to Switch, transfer and redeem Shares at any time.

For details of dealing charges see paragraph 3.5 below.

3.3.2 Documents a redeeming Shareholder will receive

A confirmation giving details of the number and price of Shares redeemed will be sent to the redeeming Shareholder (or the first named Shareholder, in the case of joint Shareholders) together with (if sufficient written instructions have not already been given) a form of renunciation for completion and execution by the Shareholder (or, in the case of a joint holding, by all the joint Shareholders) no later than the end of the Business Day following the later of the request to redeem Shares or the Valuation Point by reference to which the price is determined.

Payment of redemption proceeds will normally be made by cheque to the first named Shareholder (at their risk), or, at the ACD's discretion, via telegraphic transfer in accordance with any instruction received (the ACD may recover any bank charge levied on such transfers). Instructions to make payments to third parties (other than intermediaries associated with the redemption) will not normally be accepted.

Such payment will be made within four Business Days of the later of (a) receipt by the ACD of the form of renunciation (or other sufficient written instructions) duly signed and completed by all the relevant Shareholders together with any other documentation and appropriate evidence of title and any required anti-money laundering related documentation, and (b) the Valuation Point following receipt by the ACD of the request to redeem.

3.3.3 Minimum redemption

Part of a Shareholder's holding may be redeemed but the ACD reserves the right to refuse a redemption request if the value of the Shares of any Sub-fund to be redeemed is less than the minimum stated in respect of the appropriate Class in the Sub-fund in question (see Appendix 1).

3.3.4 Deferred Redemption

If a Shareholder requests the redemption of Shares equal to 10% or more of the number of Shares of a particular Sub-fund in issue on any Dealing Day, the Company may at its absolute discretion, hold over or defer the redemption of such numbers of Shares as exceeds 10%. If the Company refuses to redeem Shares for this reason, the redemption request shall be reduced accordingly and the Shares to which such request relates which are not redeemed shall be redeemed on the subsequent Dealing Day in priority to any redemption request received thereafter, subject to the same 10% limit, until all of the Shares to which the original redemption request related have been redeemed.

If outstanding redemption requests from all holders of Shares of a particular Sub-fund on any Dealing Day total an aggregate of more than 10% of the Net Asset Value of all the Shares of such Sub-fund in issue on such Dealing Day, the Company shall be entitled at its discretion to refuse to redeem such number of Shares in issue in that series on that Dealing Day in excess of 10% in respect of which redemption requests have been received as the Directors shall determine. If the Company refuses to redeem Shares for this reason, the requests for redemption on such date shall be reduced rateably and the Shares to which each request relates which are not redeemed shall be redeemed on each subsequent Dealing Day in priority to any request received thereafter, provided that the Company shall not be obliged to redeem Shares representing more than 10% of the Net Asset Value of a particular Sub-fund outstanding on any Dealing Day, until all the Shares of the Sub-fund to which the original request related have been redeemed.

3.4 Conversion and Switching

Subject to any restrictions on the eligibility of investors for a particular Share Class, a Shareholder in a Sub-fund may at any time:

- 3.4.1 Convert all or some of his shares of one Class in a Sub-fund for another Class in the same Sub-fund; or
- 3.4.2 Switch all or some of his Shares of one Class in a Sub-fund for Shares in another Sub-fund in the Company

Conversions

Conversions will be effected by the ACD recording the change of Share Class on the Register of the Company.

If a Shareholder wishes to Convert Shares he should apply to the ACD in the same manner as for a sale as set out below.

Conversions will be effected at the next Valuation Point following receipt of instructions to Convert from a Shareholder.

Conversions will not be treated as a disposal for capital gains tax purposes.

Switches

Subject to any restrictions on the eligibility of investors for a particular Share Class, a Shareholder in a Sub-fund may at any time Switch all or some of his Shares of one Class or Sub-fund (“**Original Shares**”) for Shares of another Class or Sub-fund (“**New Shares**”) in the Company. The number of New Shares issued will be determined by reference to the respective prices of New Shares and Original Shares at the Valuation Point applicable at the time the Original Shares are redeemed and the New Shares are issued.

A request to Switch may be made in writing to the dealing office of the ACD. Telephone Switching instructions may be given but Shareholders are required to provide written instructions to the ACD (which, in the case of joint Shareholders, must be signed by all the joint Shareholders) before Switching is effected.

The ACD may at its discretion make a charge on the Switching of Shares between Sub-funds or Classes. Any such charge on Switching does not constitute a separate charge payable by a Shareholder, but is rather the application of any redemption charge on the Original Shares and any initial charge on the New Shares, subject to certain waivers. For details of the charges on Switching currently payable, please see paragraph 3.5.3 “Charges on Switching and Conversion”.

If a partial Switch would result in the Shareholder holding a number of Original Shares or New Shares of a value which is less than the minimum holding in the Class concerned, the ACD may, if it thinks fit, convert the whole of the applicant’s holding of Original Shares to New Shares (and make a charge on Switching on such conversion) or refuse to effect any Switch of the Original

Shares. Save as otherwise specifically set out, the general provisions on procedures relating to redemption will apply equally to a Switch. Written instructions must be received by the ACD before the Valuation Point on a Dealing Day in the Sub-fund or Sub-funds concerned to be dealt with at the prices at the Valuation Point on that Dealing Day or at such other Valuation Point as the ACD at the request of the Shareholder giving the relevant instruction may agree. Switching requests received after a Valuation Point will be held over until the next day which is a Dealing Day in each of the relevant Sub-fund or Sub-funds.

The ACD may at its discretion refuse to accept applications for, or switching or conversion of, Shares, especially where transactions are deemed disruptive, particularly from possible market timers or investors who, in its opinion, have a pattern of short-term or excessive trading or whose trading has been or may be disruptive to a Sub-fund(s). For these purposes, the ACD may consider an investor's trading history in the Sub-fund(s) or other Apex Fundrock Ltd funds and accounts under common ownership or control.

The ACD may adjust the number of New Shares to be issued to reflect the application of any charge on Switching together with any other charges or levies in respect of the application for the New Shares or redemption of the Original Shares as may be permitted pursuant to the COLL Sourcebook.

Please note that under UK tax law a Switch of Shares in one Sub-fund for Shares in any other Sub-fund is treated as a redemption of the Original Shares and a purchase of New Shares and will, for persons subject to taxation, be a realisation of the Original Shares for the purposes of capital gains taxation, which may give rise to a liability to tax, depending upon the Shareholder's circumstances.

A Shareholder who Switches Shares in one Sub-fund for Shares in any other Sub-fund (or who Switches between Classes of Shares) will not be given a right by law to withdraw from or cancel the transaction.

3.5 Dealing Charges

The price per Share at which Shares are bought, redeemed or Switched is the Net Asset Value per Share. Any initial charge or redemption charge is payable in addition to the price or deducted from the proceeds and is taken from the gross subscription or redemption monies.

3.5.1 Initial charge

The ACD may impose a charge on the purchase of Shares in each Class. The current initial charge is calculated as a percentage of the amount invested by a potential Shareholder in respect of each Sub-fund as set out in Appendix 1. The ACD may waive or discount the initial charge at its discretion.

The initial charge (which is deducted from subscription monies) is payable by the Shareholder to the ACD.

The current initial charge of a Class may only be increased in accordance with the Regulations.

From the initial charge received, or out of its other resources, the ACD may pay a commission to relevant intermediaries including the Investment Manager and its Associates.

3.5.2 Redemption charge

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

The ACD may only introduce a redemption charge in accordance with the Regulations. Also, if such a charge was introduced, it would not apply to Shares issued before the date of the introduction (i.e., those not previously subject to a redemption charge).

3.5.3 Charges on Switching and Conversion

On the Switching or Conversion of Shares between Sub-funds or Classes in the Company, the Instrument of Incorporation authorises the Company to impose a charge on Switching or Conversion. If a redemption charge is payable in respect of the Original Shares, this may become payable instead of, or as well as, the then prevailing initial charge for the New Shares. The charge on Switching or Conversion is payable by the Shareholder to the ACD.

The ACD's current policy is to only levy a charge on Switching or Converting between Sub-funds that is no more than the excess of the initial charge applicable to New Shares over the initial charge applicable to the Original Shares.

There is currently no charge for Switching or Converting Shares in one Class of a Sub-fund for Shares in another Class of the same Sub-fund.

3.5.4 Dilution Levy

The actual cost of purchasing, selling or Switching underlying investments in a Sub-fund may deviate from the mid-market value used in calculating its Share price, due to dealing charges, taxes, and any spread between buying and selling prices of the Sub-fund's underlying investments. These dealing costs could have an adverse effect on the value of a Sub-fund, known as "**dilution**". In order to mitigate the effect of dilution the Regulations allow the ACD to make a "**dilution levy**" on the purchase, redemption or Switch of Shares in a Sub-fund. A dilution levy is a separate charge of such amount or at such rate as is determined by the ACD to be made for the purpose of reducing the effect of dilution. This amount is not retained by the ACD, but is paid into the relevant Sub-fund.

The dilution levy is calculated by reference to the costs of dealing in the underlying investments of the relevant Sub-fund, including any dealing spreads, commission and transfer taxes.

The need to charge a dilution levy will depend on the volume of purchases and redemptions. It is not possible to predict accurately whether dilution would occur at any point in time.

The ACD's policy is that it may require a dilution levy on the purchase and redemption of Shares if, in its opinion, the existing Shareholders (for purchases) or remaining Shareholders (for redemptions) might otherwise be adversely affected. For example, the dilution levy may be charged in the following circumstances: where the Scheme Property of a Sub-fund is in continual decline; on a Sub-fund experiencing large levels of net purchases relative to its size; on "**large deals**" (typically being a purchase or redemption of Shares to a size exceeding 5% of the Net Asset Value of the relevant Sub-fund); in any case where the ACD is of the opinion that the interests of existing or remaining Shareholders require the imposition of a dilution levy.

This policy is intended to mitigate the dilutive effect of Shareholder transactions on the future growth of the Company.

Based on future projections the ACD may need to charge a dilution levy 2-4 times a year. If a dilution levy is required then, based on future projections the estimated rate of such a levy would be up to 1% but, for the avoidance of doubt, may be higher in practice. On the occasions when a dilution levy is not applied, there may be an adverse impact on the total assets of the relevant Sub-funds.

The ACD, in its absolute discretion, may waive or reduce the dilution levy. The ACD may alter its current dilution policy in accordance with the procedure set out in the Regulations.

3.5.5 Stamp duty reserve tax (“SDRT”)

The SDRT charge on the surrender of shares in an ICVC applies only to an in specie redemption of shares made otherwise than on a pro rata basis. A surrender of Shares to the Company should therefore generally be exempt from SDRT. Where a chargeable transaction occurs the Shareholder will be liable for SDRT at 0.5% of the consideration given for those Company assets which are subject to SDRT acquired on redemption.

A charge to SDRT may also arise in relation to any third party transfer for value, payable by the third party transferee and calculated at 0.5% of the consideration given.

3.6 Transfers

Shareholders are entitled to transfer their Shares to another person or body. All transfers must be in writing in the form of an instrument of transfer approved by the ACD for this purpose. Completed instruments of transfer must be returned to the ACD in order for the transfer to be registered by the ACD. The ACD may refuse to register a transfer unless any provision for SDRT due has been paid.

3.7 Restrictions, Compulsory Transfer, Redemption and Conversion

The ACD may from time to time impose such restrictions as it may think necessary for the purpose of ensuring that no Shares are acquired or held by any person in breach of the law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory or which would result in the Company incurring any liability to taxation which the Company is not able to recoup itself or suffering any other adverse consequence. In this connection, the ACD may, inter alia, reject in its discretion any application for the purchase, redemption, transfer or Switching of Shares.

If it comes to the notice of the ACD that any Shares (“**affected Shares**”):

- 3.7.1 are owned directly or beneficially in breach of any law or governmental regulation (or any interpretation of a law or regulation by a competent authority) of any country or territory;
- 3.7.2 would result in the Company incurring any liability to taxation which the Company would not be able to recoup itself 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);
- 3.7.3 are held in any manner by virtue of which the Shareholder or Shareholders in question is/are not qualified to hold such Shares or if it reasonably believes this to be the case; or
- 3.7.1 are owned by a Shareholder who is registered in a jurisdiction (where the Company is not registered or recognised by the relevant competent authority) whereby communication with that Shareholder by the ACD, on behalf of the Company, might constitute a breach of the regulations in that jurisdiction (unless specific action is taken by the ACD to prevent such a communication constituting a breach);

the ACD may give notice to the Shareholder(s) of the affected Shares requiring the transfer of such Shares to a person who is qualified or entitled to own them or that a request in writing be given for the redemption of such Shares in accordance with the COLL Sourcebook. If any Shareholder upon whom such a notice is served does not within 30 days after the date of such notice transfer his affected Shares to a person qualified to own them or submit a written request for their redemption to the ACD or establish to the satisfaction of the ACD (whose judgement is final and binding) that he or the beneficial owner is qualified and entitled to own the affected Shares, he shall be deemed upon the expiry of that 30 day period to have given a request in writing for the redemption or cancellation (at the discretion of the ACD) of all the affected Shares.

A Shareholder who becomes aware that he is holding or owns affected Shares shall immediately, unless he has already received a notice as set out above, either transfer all his affected Shares to a person qualified to own them or submit a request in writing to the ACD for the redemption of all his affected Shares.

Where a request in writing is given or deemed to be given for the redemption of affected Shares, such redemption will (if effected) be effected in the same manner as provided for in the COLL Sourcebook.

The ACD may convert all outstanding Shares of one Class in a Sub-fund into another Class of Shares in the same Sub-fund if, after consultation with the Depositary, it concludes it is in the best interests of Shareholders to do so, and subject to giving such notice (if any) to Shareholders as may be required in accordance with the Regulations.

The A Accumulation Share Class and F Accumulation Share Class will be available at launch. F Accumulation Share Class will be available to existing investors (and their immediate family members) in the SA Share Classes of the Merging Fund and Directors of Sonoma Partners Ltd and their relatives.

3.8 **Issue of Shares in exchange for in specie assets**

The ACD may arrange for the Company to issue Shares in exchange for assets other than cash, but will only do so where the Depositary has taken reasonable care to determine that the Company's acquisition of those assets in exchange for the Shares concerned is not likely to result in any material prejudice to the interests of Shareholders.

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

The ACD will not issue Shares in any Sub-fund in exchange for assets the holding of which would be inconsistent with the investment objective or policy of that Sub-fund.

3.9 **In specie redemptions**

If a Shareholder requests the redemption of Shares the ACD may, where it considers that deal to be substantial in relation to the total size of a Sub-fund or in some way detrimental to the Sub-fund, arrange for Scheme Property having the appropriate value to be transferred to the Shareholder (an '**in specie transfer**'), in place of payment for the Shares in cash. Before the redemption is effected, the ACD must give written notice to the Shareholder of the intention to make an in specie transfer, so that the Shareholder can require the net proceeds from the sale of the relevant Scheme Property (rather than the Scheme Property itself) if the Shareholder so desires.

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

The ACD may retain out of the property to be transferred property or cash of a value equivalent to any stamp duty or stamp duty reserve tax to be paid on the redemption of the Shares.

3.10 **Suspension of dealings in Shares**

The ACD may, with the prior agreement of the Depositary, and must without delay if the Depositary so requires temporarily suspend the issue, cancellation, sale and redemption of Shares in any or all of the Sub-funds where due to exceptional circumstances it is in the interests of all the Shareholders in the relevant Sub-fund or Sub-funds.

The ACD and the Depositary must ensure that the suspension is only allowed to continue for as long as is justified having regard to the interests of Shareholders.

The ACD or the Depositary (as appropriate) will immediately inform the FCA of the suspension and the reasons for it and will follow this up as soon as practicable with written confirmation of the suspension and the reasons for it to the FCA and the regulator in each EEA state where Shares are offered for sale.

The ACD will notify Shareholders as soon as is practicable after the commencement of the suspension, including details of the exceptional circumstances which have led to the suspension, in a clear, fair and not misleading way and giving Shareholders details of how to find further information about the suspension.

Where such suspension takes place, the ACD will publish details on its website or other general means, sufficient details to keep Shareholders appropriately informed about the suspension, including, if known, its possible duration.

During the suspension none of the obligations in COLL 6.2 (Dealing) will apply but the ACD will comply with as much of COLL 6.3 (Valuation and Pricing) during the period of suspension as is practicable in light of the suspension.

Suspension will cease as soon as practicable after the exceptional circumstances leading to the suspension have ceased but the ACD and the Depositary will formally review the suspension at least every 28 days and will inform the FCA of the review and any change to the information given to Shareholders.

The ACD may agree during the suspension to deal in Shares in which case all deals accepted during and outstanding prior to the suspension will be undertaken at a price calculated at the first Valuation Point after the restart of dealings in Shares.

3.11 **Electronic Communications**

At present, transfer or renunciation of title to Shares by electronic communication is not accepted.

3.12 **Electronic Verification**

The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) 2017, The Proceeds of Crime Act, The FCA Senior Management Arrangements Systems & Controls Sourcebook and the guidance in the Joint Money Laundering Steering Group Guidance Notes (which are updated from time to time) the ACD state that the ACD must check an applicant's identity and in certain circumstances, the source of the money invested. The ACD may also request verification documents from the applicant or parties associated with the applicant. In some cases, documentation may be required for officers performing duties on behalf of applicants who are bodies corporate. The checks may include an electronic search of information held about the applicant (or an associated party) on the electoral role and using credit reference agencies. The credit reference agency may check the details the applicant (or an associated party) supplies against any particulars on any database (public or otherwise) to which they have access and may retain a record of that information although that is only to verify identity and will not affect the applicant's (or an associated party's) credit rating. They may also use the applicant's (or an associated party's) details in the future to assist other companies verification purposes. In applying for Shares an applicant is giving the ACD permission to ask for this information in line with Data Protection Laws. If an applicant invests through a financial adviser they must fill an identity verification certificate on their behalf and send it to the ACD with the application.

3.13 **Client Money**

Monies received by the ACD in the form of cheques or other remittances in respect of applications for Shares which are not accepted or rejected by the following Dealing Day for Subscription are, pending acceptance or rejection, paid into a client money accounts maintained by the ACD with Barclays Bank PLC. No interest is payable by the ACD on monies credited to this account. All Client Money is protected in accordance with the Client Asset rules found in the FCA handbook.

3.14 **Governing law**

All deals in Shares are governed by the law of England and Wales. These documents are governed by English law and the courts of England and Wales have exclusive jurisdiction to settle disputes relating to them.

4. **VALUATION OF THE COMPANY**

4.1 **General**

The price of a Share is calculated by reference to the Net Asset Value of the Sub-fund to which it relates. The Net Asset Value per Share of a Sub-fund is currently calculated at 12.00 noon (London time) (this being the Valuation Point) on each Dealing Day.

The ACD may at any time during a Business Day carry out an additional valuation if it considers it desirable to do so. The ACD shall inform the Depositary of any decision to carry out any such additional valuation. Valuations may be carried out for effecting a scheme of amalgamation or reconstruction which do not create a Valuation Point for the purposes of dealings. Where permitted and subject to the Regulations, the ACD may, in certain circumstances (for example where a significant event has occurred since the closure of a market) substitute a price with a more appropriate price which in its opinion reflects a fair and reasonable price for that investment.

The ACD will, upon completion of each valuation, notify the Depositary of the price of Shares of each Class of each Sub-fund and the amount of any dilution levy applicable in respect of any purchase or redemption of Shares.

A request for dealing in Shares must be received by the Valuation Point on a particular Dealing Day in order to be processed on that Dealing Day. A dealing request received after this time will be held over and processed on the next Dealing Day, using the Net Asset Value per Share calculated as at the Valuation Point on that next Dealing Day.

4.2 **Calculation of the Net Asset Value**

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

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

4.2.2 Scheme Property which is not cash (or other assets dealt with in paragraph 4.2.3 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:

4.2.2.1 Units or shares in a collective investment scheme:

- (a) if a single price for buying and redeeming units or shares is quoted, at that price; or
- (b) if separate buying and redemption prices are quoted, at the average of the two prices provided the buying price has been reduced by any initial charge included therein and the redemption price has been increased by any exit or redemption charge attributable thereto; or
- (c) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no recent price exists or if the most recent price available does not reflect the ACD's best estimate of the value of the units or shares, at a value which, in the opinion of the ACD, is fair and reasonable;

4.2.2.2 Exchange-traded derivative contracts:

- (a) if a single price for buying and selling the exchange traded derivatives contract is quoted, at that price; or
 - (b) if separate buying and selling prices are quoted, at the average of the two prices;
- 4.2.2.3 Over-the-counter derivative contracts shall be valued in accordance with the method of valuation as shall have been agreed between the ACD and Depositary
- 4.2.2.4 Any other transferable security:
 - (a) if a single price for buying and redeeming the security is quoted, at that price; or
 - (b) if separate buying and redemption prices are quoted, at the average of the two prices; or
 - (c) if, in the opinion of the ACD, the price obtained is unreliable or no recent traded price is available or if no recent price exists or if the most recent price available does not reflect the ACD's best estimate of the value of the security, at a value which, in the opinion of the ACD, is fair and reasonable;
- 4.2.2.5 Scheme Property other than that described in paragraphs 4.2.2.1 and 4.2.2.4 above, at a value which, in the opinion of the ACD, is fair and reasonable;
- 4.2.3 Cash and amounts held in current and deposit accounts and in other time related deposits shall be valued at their nominal values.
- 4.2.4 Scheme Property which is a contingent liability transaction shall be treated as follows:
 - 4.2.4.1 if it is 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 Scheme Property is an off exchange option the method of valuation shall be agreed between the ACD and the Depositary;
 - 4.2.4.2 if it is an off exchange future, include it at the net value of closing out in accordance with a valuation method agreed between the ACD and the Depositary;
 - 4.2.4.3 if it is any other form of contingent liability transaction, include it at the net value of margin on closing out (whether as a positive or negative value). If the Scheme Property is an off exchange derivative, include it at a valuation method agreed between the ACD and the Depositary.
- 4.2.5 In determining the value of the Scheme Property, all instructions given to issue or cancel Shares shall be assumed to have been carried out (and any cash paid or received) whether or not this is the case.
- 4.2.6 Subject to paragraphs 4.2.7 and 4.2.8 below, agreements for the unconditional sale or purchase of Scheme 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 if, in the opinion of the ACD, their omission will not materially affect the final net asset amount.
- 4.2.7 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 4.2.6.

- 4.2.8 All agreements are to be included under paragraph 4.2.6 which are, or ought reasonably to have been, known to the person valuing the Scheme Property.
- 4.2.9 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, VAT, stamp duty, SDRT and any foreign taxes or duties.
- 4.2.10 Deduct an estimated amount for any liabilities payable out of the Scheme Property and any tax or duty thereon, treating periodic items as accruing from day to day.
- 4.2.11 Deduct the principal amount of any outstanding borrowings whenever repayable and any accrued but unpaid interest on borrowings.
- 4.2.12 Add an estimated amount for accrued claims for tax of whatever nature which may be recoverable.
- 4.2.13 Add any other credits or amounts due to be paid into the Scheme Property.
- 4.2.14 Add a sum representing any interest or any income accrued due or deemed to have accrued but not received.
- 4.2.15 Currencies or values in currencies other than Sterling shall be converted at the relevant Valuation Point at a rate of exchange that is not likely to result in any material prejudice to the interests of Shareholders or potential Shareholders.

4.3 **Price per Share in each Sub-fund and each Class**

The price per Share at which Shares are bought or are redeemed is the Net Asset Value per Share. Any initial charge or redemption charge is payable in addition to the price or deducted from the proceeds and is taken from the gross subscription or redemption monies.

Each allocation of income made in respect of any Sub-fund at a time when more than one Class is in issue in respect of that Sub-fund shall be done by reference to the relevant Shareholder's proportionate interest in the income property of the Sub-fund in question calculated in accordance with the Instrument of Incorporation.

4.4 **Pricing basis**

The ACD deals on a forward pricing basis. A forward price is the price calculated at the next Valuation Point after the purchase or redemption is deemed to be accepted by the ACD. Shares in the Company are single priced.

4.5 **Publication of Prices**

The prices of all Shares are published on the website of the ACD: www.fundrock.com. As the ACD deals on a forward pricing basis, the price that appears in these sources will not necessarily be the same as the one at which investors can currently deal. The ACD may also, at its sole discretion, decide to publish certain Share prices in other third party websites or publications but the ACD does not accept responsibility for the accuracy of the prices published in, or for the non-publication of prices by, these sources for reasons beyond the control of the ACD. The prices of Shares may also be obtained by calling 0345 521 1003 during the ACD's normal business hours.

5. **RISK FACTORS**

Potential investors should consider the following risk factors before investing in the Company (or in the case of specific risks applying to specific Sub-funds, in those Sub-funds).

5.1 **General**

The investments of the Company are subject to normal market fluctuations and other risks inherent in investing in securities. There can be no assurance that any appreciation in the value of investments will occur. The value of investments and the income derived from them may fall as

well as rise and investors may not recoup the original amount they invest in the Company. There is no certainty that the investment objective of the Sub-funds will actually be achieved and no warranty or representation is given to this effect. The level of any yield for a Sub-fund may be subject to fluctuations and is not guaranteed.

The entire market of a particular asset class or geographical sector may fall, having a more pronounced effect on funds heavily invested in that asset class or region. There will be a variation in performance between funds with similar objectives due to the different assets selected.

5.2 **Effect of Initial Charge or Redemption Charge**

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

In particular, where a redemption charge is payable, investors should note that the percentage rate at which the redemption charge is calculated is based on the market value rather than the initial value of the Shares. If the market value of the Shares has increased the redemption charge will show a corresponding increase. Currently there is no redemption charge levied on Shares.

The Shares therefore should be viewed as medium to long term investments.

5.3 **Dilution**

A Sub-fund may suffer a reduction in the value of its Scheme Property due to dealing costs incurred when buying and selling investments. To offset this dilution effect the ACD may require the payment of a dilution levy in addition to the price of Shares when bought or as a deduction when sold.

5.4 **Suspension of Dealings in Shares**

Investors are reminded that in certain circumstances their right to redeem Shares (including a redemption by way of Switching) may be suspended.

5.5 **Liabilities of the Company**

Each Sub-fund is a segregated portfolio of assets and, accordingly, the assets of a Sub-fund belong exclusively to that Sub-fund and shall not be used to discharge directly or indirectly the liabilities of, or claims against, any other person or body, including the Company, or any other Sub-fund, and shall not be available for any such purpose.

Whilst the provisions of the OEIC Regulations provide for segregated liability between Sub-funds, the concept of segregated liability is relatively new. Accordingly, where claims are brought by local creditors in foreign courts or under foreign law contracts, it is not yet known how those foreign courts will react to regulations 11A and 11B of the OEIC Regulations.

Although each Sub-fund will be treated as bearing the liabilities, expenses, costs and charges attributable to it, in the event that assets or liabilities are not attributable to any particular Sub-fund, the Company may allocate such amounts between the Sub-funds of the Company in a manner which it believes is fair to the Shareholders generally.

A Shareholder is not liable to make any further payment to the Company or Sub-fund after he has paid the price on purchase of the Shares.

5.6 **Currency Exchange Rates**

Currency fluctuations may adversely affect the value of a Sub-fund's investments and the income thereon and, depending on an investor's currency of reference, currency fluctuations may adversely affect the value of his investment in Shares.

5.7 Derivatives and volatility

The prices of derivative instruments, including futures, options and swap prices, can be highly volatile. Price movements of forward contracts, futures contracts and other derivative contracts are influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. In addition, governments from time to time intervene, directly and by regulation, in certain markets, particularly markets in currencies and interest rate related futures and options. Such intervention often is intended directly to influence prices and may, together with other factors, cause all of such markets to move rapidly in the same direction because of, amongst other things, interest rate fluctuations. The use of these techniques and instruments also involves certain special risks, including (1) dependence on the ability to predict movements in the prices of securities being hedged and movements in interest rates, (2) imperfect correlation between the price movements of the derivatives and price movements of related instruments, (3) the fact that skills needed to use these instruments are different from those needed to select the securities owned by the Company, (4) the possible absence of a liquid market for any particular instrument at any particular time; which may result in possible impediments to effective portfolio management or the ability to meet redemption. The Company may invest in certain derivative instruments, which may involve the assumption of obligations as well as rights and assets. Assets deposited as margin with brokers may not be held in segregated accounts by the brokers and may therefore become available to the creditors of such brokers in the event of their insolvency or bankruptcy.

The Company may from time to time utilise both exchange-traded and over-the-counter credit derivatives, such as credit default swaps as part of its investment policy and for hedging purposes. These instruments may be volatile, involve certain special risks and expose investors to a high risk of loss. The low initial margin deposits normally required to establish a position in such instruments permit a high degree of leverage. As a result, a relatively small movement in the price of a contract may result in a profit or a loss that is high in proportion to the amount of the funds actually placed as initial margin and may result in unlimited further loss exceeding any margin deposited. Furthermore, when used for hedging purposes there may be an imperfect correlation between these instruments and the investment or market sectors being hedged. Transactions in over-the-counter derivatives, such as credit derivatives, may involve additional risk as there is no exchange market on which to close out an open position.

Unless otherwise stated in Appendix 1 in respect of the Sub-fund, it is intended that each of the Sub-funds can use derivatives in accordance with the Rules for the purpose of meeting their investment objective and for EPM (including hedging). The use of derivatives and forward transactions for the purpose of meeting a Sub-fund's investment objectives may increase the risk profile of that Sub-fund.

5.8 Derivative Techniques

The COLL Sourcebook permits the ACD to use certain techniques when investing in derivatives in order to manage a Sub-fund's exposure to particular counterparties and in relation to the use of collateral to reduce overall exposure to over the counter ("OTC") derivatives; for example a Sub-fund may take collateral from counterparties with whom it has an OTC derivative position and use that collateral to net off against the exposure it has to the counterparty under that OTC derivative position, for the purposes of complying with counterparty spread limits. The COLL Sourcebook also permits a Sub-fund to use derivatives to effectively short sell (agree to deliver the relevant asset without holding it in the scheme) under certain conditions.

5.9 Counterparty and Settlement

The Company will be subject to the risk of the inability of any counterparty to perform with respect to transactions, whether due to insolvency, bankruptcy or other causes. In particular, it should be noted that transactions may not always be settled by delivery versus payment and this may expose the Company to greater counterparty risk and potentially to loss in excess of the counterparty's obligations to the Company.

5.10 Counterparty Risk in Over-the-Counter Markets

A Sub-fund may enter into transactions in over-the-counter markets, which will expose the Sub-fund to the credit of its counterparties and their ability to satisfy the terms of such contracts. For example, the Sub-fund may enter into agreements or use other derivative techniques, each of which expose the Sub-fund to the risk that the counterparty may default on its obligations to perform under the relevant contract. In the event of a bankruptcy or insolvency of a counterparty, the Sub-fund could experience delays in liquidating the position and significant losses, including declines in the value of its investment during the period in which the Company seeks to enforce its rights, inability to realise any gains on its investment during such period and fees and expenses incurred in enforcing its rights. There is also a possibility that the above agreements and derivative techniques are terminated due, for instance, to bankruptcy, supervening illegality or change in the tax or accounting laws relative to those at the time the agreement was originated. In such circumstances, investors may be unable to cover any losses incurred.

5.11 Equity swaps

An equity swap, often referred to as a contract for difference or 'CFD', is a contract between two parties, buyer and seller, stipulating that the seller will pay to the buyer the positive difference between the current value of an asset (a security, instrument, basket or index) and its value when the contract was first entered into. If the difference is negative, then the buyer pays this amount to the seller. Equity swaps allow investors to take synthetic long or synthetic short positions with a variable margin, which, unlike futures contracts, have no fixed expiry date. Unlike shares, with equity swaps, the buyer is potentially liable for more than the amount they paid on margin. The Sub-fund will therefore employ risk management techniques to ensure it can dispose of the necessary assets at any time in order to pay redemption proceeds resulting from redemption requests and to meet its obligations resulting from equity swaps and other techniques and instruments.

5.12 Short sales

A short sale involves the sale of a security that the Sub-fund does not physically own in the expectation of purchasing the same security at a later date at a lower price to secure a profit. The COLL Sourcebook prohibits the short selling of physical securities but allows the creation of synthetic-short positions through the use of cash settled derivatives such as equity swaps (or CFDs), as long as any exposure created is covered by the assets of the Sub-fund. The establishment and maintenance of a synthetic short position in equities can involve greater risks than would be the case with a long position. These include the possibility of unlimited loss due to potentially unlimited price appreciation in the securities concerned, problems associated with the cost or availability of stock to borrow for the purposes of short selling and possible difficulties in purchasing stock to cover short positions in certain market conditions.

5.13 Market risk

Each Sub-fund will be diversified, however, the underlying investments of a Sub-fund will be subject to normal market fluctuations and to the risks inherent in investments in collective investment schemes.

5.14 Emerging Markets

Investments in emerging markets may be more volatile than investments in more developed markets. Some of these markets may have relatively unstable governments, economies based on only a few industries and securities markets that trade only a limited number of securities. Many emerging markets do not have well developed regulatory systems and disclosure standards may be less stringent than those of developed markets.

The risks of expropriation, nationalisation and social, political and economic instability are greater in emerging markets than in more developed markets.

The following is a brief summary of some of the more common risks associated with emerging markets investment:

Fraudulent Securities – Given the lack of a regulatory structure it is possible that securities in which investments are made may be found to be fraudulent. As a result, it is possible that loss may be suffered.

Currency Fluctuations – Significant changes in the currencies of the countries in which investments are made in respect of the currency of denomination of the relevant Sub-fund may occur following the investment of the Company in these currencies. These changes may impact the total return of the Sub-fund to a significant degree. In respect of currencies of certain emerging countries, it is not possible to undertake currency hedging techniques.

Settlement and Custody Risks – Settlement and custody systems in emerging markets are not as well developed as those in developed markets. Standards may not be as high and supervisory and regulatory authorities not as sophisticated. As a result there may be risks that settlement may be delayed and that cash or securities could be disadvantaged.

Investment and Remittance Restrictions – In some cases, emerging markets may restrict the access of foreign investors to securities. As a result, certain equity securities may not always be available to a Sub-fund because the maximum permitted number of or investment by foreign shareholders has been reached. In addition, the outward remittance by foreign investors of their share of net profits, capital and dividends may be restricted or require governmental approval. The Company will only invest in markets in which it believes these restrictions to be acceptable. However, there can be no guarantee that additional restrictions will not be imposed.

Accounting – Accounting, auditing and financial reporting standards, practices and disclosure requirements applicable to companies in emerging markets differ from those applicable in more developed markets in respect of the nature, quality and timeliness of the information disclosed to investors and, accordingly, investment possibilities may be difficult to properly assess.

The Company may invest in such markets.

5.15 **Credit and Fixed Interest Securities**

Fixed interest securities are particularly affected by trends in interest rates and inflation. If interest rates go up, the value of capital may fall, and vice versa. Inflation will also decrease the real value of capital.

The value of a fixed interest security will fall in the event of the default or reduced credit rating of the issuer. Generally, the higher the rate of interest, the higher the perceived credit risk of the issuer. High yield bonds with lower credit ratings (also known as sub-investment grade bonds) are potentially more risky (higher credit risk) than investment grade bonds. A sub-investment grade bond has a Standard & Poor's credit rating of below BBB or equivalent.

5.16 **Liquidity**

In extreme market conditions it may be difficult for a Sub-fund to realise an investment at short notice without suffering a discount to market value. In such circumstances the investor may suffer a delay in realising his investment or may incur a dilution levy.

Depending on the types of assets the Sub-funds invest in, there may be occasions where there is an increased risk that a position cannot be liquidated in a timely manner at a reasonable price.

5.17 **Leverage**

A proportion of the capital may be leveraged. While leverage presents opportunities for increasing the capital return, it has the effect of potentially increasing losses as well. Any event which adversely affects the underlying vehicles would be magnified to the extent the capital is leveraged. The cumulative effect of the use of leverage in a market that moves adversely to the underlying investment vehicles could result in a substantial loss to capital that would be greater than if capital were not leveraged.

5.18 **Tax**

Tax laws currently in place may change in the future which could affect the value of your investments. See section 10 headed 'Taxation' for further details about taxation of the Sub-funds.

5.19 **Inflation and interest rates**

The real value of any returns that an investor may receive from the Sub-funds could be affected by interest rates and inflation over time.

5.20 **Custody**

Where the assets of the Sub-funds are held in custody, there may be a risk of loss that could result from the insolvency, negligence or fraudulent action of a custodian or sub-custodian.

5.21 **Investment into a fund which then invests into other funds**

Where a Sub-fund's investment strategy includes making investments into other underlying target funds, fees (including performance fees) are usually charged by the manager of the underlying component funds. The underlying manager's fees are deducted from the underlying fund prior to the assets of the fund being valued. Consequently, any fees deducted by the manager of any chosen underlying fund are excluded from the published fee calculations for the fund of funds.

5.22 **Structured Products**

The Sub-funds may invest in structured products in accordance with COLL. For the purposes of the FCA's rules, structured products may be regarded as either transferable securities, collective investment schemes or derivatives depending on the product in question. The common feature of these products is that they are designed to combine the potential upside of market performance with limited downside. Structured products typically are investments which are linked to the performance of one or more underlying instruments or assets such as market prices, rates, indices, securities, currencies and commodities and other financial instruments that may introduce significant risk that may affect the performance of the Sub funds.

It is not intended to use structured products in the context of the Sub-funds. However, in addition to providing exposure to the asset classes described in the investment objective, it is anticipated that, if such use did take place, it should assist with keeping the volatility levels of the Sub-funds relatively low.

5.23 **Cyber Security**

As the use of technology has become more prevalent in the course of business, funds have become more susceptible to operational and financial risks associated with cyber security, including: theft, loss, misuse, improper release, corruption and destruction of, or unauthorised access to, confidential or highly restricted data relating to the Company and the Shareholders and compromises or failures to systems, networks, devices and applications relating to the operations of the Company and its service providers. Cyber security risks may result in financial losses to the Company and the Shareholders; the inability of the Company to transact business with the Shareholders; delays or mistakes in the calculation of the Net Asset Value or other materials provided to Shareholders; the inability to process transactions with Shareholders or the parties; violations of privacy and other laws; regulatory fines, penalties and reputational damage; and compliance and remediation costs, legal fees and other expenses. The Company's service providers (including but not limited to the ACD and the Depositary and their agents), financial intermediaries, companies in which a Sub-fund invests and parties with which the Company engages in portfolio or other transactions also may be adversely impacted by cyber security risks in their own business, which could result in losses to the Company or the Shareholders. While measures have been developed which are designed to reduce the risks associated with cyber security, there is no guarantee that those measures will be effective, particularly since the Company does not directly control the cyber security defences or plans of its service providers, financial intermediaries and companies in which the Company invests or with which it does business.

5.24 Risks related to pandemics and public health issues

Epidemics, pandemics, outbreaks of disease, public health issues such as COVID-19 (or other novel coronaviruses), Ebola, H1N1 flu, H7N9 flu, H5N1 flu, and Severe Acute Respiratory Syndrome (SARS) could materially adversely affect the ACD and any third party service provider it appoints, as well as the activities, operations and investments of the Sub-funds.

Notable disruptions may include material uncertainty in the ability to value the assets and lack of available investments. This may impact a Sub-fund's performance and liquidity.

Although the long-term effects of COVID-19 (and the actions and measures taken by governments around the world to halt the spread of such virus), cannot be predicted, previous occurrences of other epidemics, pandemics and outbreaks of disease, had material adverse effects on the economies, private markets and operations of those countries and jurisdictions in which they were most prevalent. A recurrence of an outbreak of any kind of epidemic, communicable disease, virus or major public health issue could cause a slowdown in the levels of economic activity generally (or push the world or local economies into recession), which could adversely affect the business, financial condition, operations and liquidity of the ACD, its service providers (including the Investment Manager), and/or a Sub-fund. Should these or other major public health issues, including pandemics, arise or spread (or continue to worsen), the ACD, its service providers (including the Investment Manager) and/or a Sub-fund could be adversely affected by more stringent travel restrictions (such as mandatory quarantines and social distancing), additional limitations on the ACD, or its service providers' (including the Investment Manager's) and/or the Sub-fund's operations and business activities and governmental actions limiting the movement of people and goods between regions and other activities or operations.

5.25 Political Risks

The value of the Company's investments may be affected by uncertainties such as international political developments, civil conflicts and war, changes in government policies, changes in taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of countries in which investments may be made. For example, assets could be compulsorily re-acquired without adequate compensation.

6. MANAGEMENT AND ADMINISTRATION

6.1 Regulatory Status

The ACD and the Investment Manager are authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN.

6.2 Authorised Corporate Director

6.2.1 General

The ACD is Apex Fundrock Ltd which is a private company limited by shares incorporated in England and Wales on 18 May 2007. The ACD is also the AIFM for the purposes of the AIFMD Rules.

The directors of the ACD are:-

A C Deptford

P J Foley-Brickley

I T Oddy

C O'Keeffe

D Phillips*

J Thompson*

* Independent Non-Executive Director.

No director is engaged in any significant business activity not connected with the business of the ACD or other Apex Fundrock Ltd subsidiaries.

Registered Office:	Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY
Principal Place of Business:	Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY
Share Capital:	It has a share capital of £2,075,000 issued and paid up.
Ultimate Holding Company:	Apex Group Ltd, a company incorporated in Bermuda.

The ACD is responsible for managing and administering the Company's affairs in compliance with the COLL Sourcebook. The ACD may delegate its management and administration functions, but not responsibility, to third parties, including associates subject to the rules in the COLL Sourcebook.

It has therefore delegated to the Investment Manager the function of managing and acting as the investment adviser for the investment and reinvestment of the assets of the Sub-funds (as further explained in paragraph 6.4 below). The ACD has, in terms of a separate distribution agreement, delegated to the Investment Manager the responsibilities for distribution and marketing of the Shares (hereafter the "**Distributor**"), and pursuant to which the Distributor has the right to appoint sub-distributors upon terms acceptable to the ACD.

6.2.2 **Terms of Appointment**

The appointment of the ACD has been made under an agreement between the Company and the ACD, as amended from time to time (the "**ACD Agreement**"). A copy of the Agreement is available to investors and will be sent on request.

Pursuant to the ACD Agreement, the ACD manages and administers the affairs of the Company in accordance with the Regulations, the Instrument of Incorporation and this Prospectus. The ACD Agreement incorporates detailed provisions relating to the ACD's responsibilities.

The appointment of the ACD may be terminated either by resolution of the Company in a general meeting at any time upon 6 months' prior written notice to the ACD (provided that no such notice takes effect until the appointment of a successor authorised corporate director), or if the ACD ceases for any reason to be the Company's authorised corporate director. The appointment of the ACD may be terminated earlier upon the happening of certain specified events.

The ACD Agreement contains detailed provisions relating to the responsibilities of the ACD and excludes it from any liability to the Company for various acts or omissions, except to the extent that the Company suffers loss by the ACD's negligence, default, breach of duty or breach of trust in its performance of duties and obligations under the ACD Agreement.

The ACD Agreement provides indemnities to the ACD against all actions, claims, costs, expenses, charges, losses, damages and liabilities incurred or suffered by the ACD, in or about the execution or exercise of its powers or duties or authorities or discretions as ACD, other than in respect of its negligence, default, breach of duty or breach of trust, or to the extent that it is a liability which has been actually recovered from another person.

Subject to certain limited exceptions set out in the Regulations, the ACD may retain the services of any person to assist it in the performance of its functions.

Details of the fees payable to the ACD are set out in paragraph 7.1 “Charges payable to the ACD” below.

The ACD is under no obligation to account to the Company for any profit it makes in connection with any business similar to, or in competition with, the Company.

The Company has no directors other than the ACD. The ACD is the manager of certain authorised unit trusts and open-ended investment companies, details of which are set out in Appendix 4.

6.2.3 Risk Management

The ACD will cover at all times the risks outlined below of loss or damage caused by any relevant person through the negligent performance of activities for which the ACD has legal responsibility by maintaining an amount of own funds, and will comply with the qualitative requirements addressing such risks, in each case, in accordance with the AIFMD Regulations and the FCA Rules. In addition, the ACD holds significant professional indemnity insurance against liability arising from professional negligence which is appropriate to the risks covered, and will comply with the qualitative requirements addressing such risks, in each case, in accordance with the AIFMD Regulations and the FCA Rules.

The risks which are specifically covered by this approach include, without being limited to, risks of:

- (a) loss of documents evidencing title of assets of the Company;
- (b) misrepresentations or misleading statements made to the Company or its investors;
- (c) acts, errors or omissions resulting in a breach of:
 - (i) legal and regulatory obligations;
 - (ii) duty of skill and care towards the Company and its investors;
 - (iii) fiduciary duties;
 - (iv) obligations of confidentiality;
 - (v) the terms of the Instrument of Incorporation;
 - (vi) terms of appointment of the ACD by the Company;
 - (vii) failure to establish, implement and maintain appropriate procedures to prevent dishonest, fraudulent or malicious acts;
 - (viii) improperly carried out valuation of assets or calculation of share prices;
 - (ix) losses arising from business disruption, system failures, failure of transaction processing or process management.

6.3 The Depositary

6.3.1 General

The Depositary of the Company is Northern Trust Investor Services Limited, a private limited company, incorporated on 29 April 2020 with company number 12578024. Its registered office and principal place of business is at 50 Bank Street, London E14 5NT.

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

The Depositary's ultimate holding company is Northern Trust Corporation, a company which is incorporated in the State of Delaware, United States of America, with its headquarters at 50 South La Salle Street, Chicago, Illinois.

6.3.2 **Duties of the Depositary**

The Depositary is responsible for the safekeeping of all the Scheme Property of the Company and has a duty to take reasonable care to ensure that the Company is managed in accordance with the Instrument of Incorporation and the provisions of the COLL Sourcebook relating to the pricing of, and dealing in, Shares and relating to the income and the investment and borrowing powers of the Company. The Depositary is also responsible for monitoring cash flows of the Company, and must ensure that certain processes carried out by the ACD are performed in accordance with the FCA Handbook, the Prospectus and the Instrument of Incorporation.

6.3.3 **Delegation of Safekeeping Functions**

Subject to the Regulations, the Depositary has full power under the Depositary Agreement to delegate (and authorise its delegate to sub-delegate) any part of its safekeeping duties as Depositary. As a general rule, where the Depositary delegates any of its custody functions to a delegate, the Depositary will remain liable for any losses suffered as a result of an act or omission of the delegate as if such loss had arisen as a result of an act or omission of the Depositary. The use of clearing or settlement systems or order routing systems, does not constitute a delegation by the Depositary of its functions.

As at the date of this Prospectus, the Depositary has delegated custody services to The Northern Trust Company, London Branch (the "Custodian"). The Custodian has sub-delegated custody services to sub-custodians in certain markets in which the Company may invest. A list of sub-custodians is given in Appendix 6. Investors should note that the list of sub-custodians is updated only at each Prospectus review.

6.3.4 **Updated Information**

Up to date information regarding (i) the Depositary's name, (ii) the description of its duties and any conflicts of interest that may arise between the Depositary and the Company the Shareholders or the ACD, and (iii) the description of any safekeeping functions delegated by the Depositary, the description of any conflicts of interest that may arise from such delegation, and the list showing the identity of each delegate and sub-delegate, will be made available to Shareholders on request.

6.3.5 **Terms of Appointment**

The appointment of the Depositary has been made under an agreement (as amended and novated from time to time) between the Company, the ACD and the Depositary (the "**Depositary Agreement**").

The Depositary Agreement is terminable on 6 months' written notice given by either party. The Depositary may not retire voluntarily except on the appointment of a new depositary.

The Depositary Agreement contains provisions indemnifying the Depositary and limiting the liability of the Depositary in certain circumstances.

The Depositary and the Custodian are entitled to receive remuneration out of the Scheme Property of the Sub-funds as explained under the heading “Depositary’s fees and expended” in section 7.3 below.

6.3.6 **Conflicts of Interest**

General

The Depositary may act as the depositary of other investment funds and as trustee or custodian of other collective investment schemes.

It is possible that the Depositary and/or its delegates and sub-delegates may in the course of its or their business be involved in other financial and professional activities which may on occasion have potential conflicts of interest with the Company or a particular Fund and/or other funds managed by the ACD or other funds for which the Depositary acts as the depositary, trustee or custodian.

There may also be conflicts arising between the Depositary and the Company, the Shareholders or the ACD. In addition, the Depositary also has a regulatory duty when providing the Services to act solely in the interests of Shareholders. In order to comply with this requirement, the Depositary may in some instances be required to take actions in the interests of Shareholders where such action may not be in the interests of the ACD.

Affiliates

From time to time conflicts may arise from the appointment by the Depositary of any of its delegates, as applicable.

The Depositary, and any other delegate, is required to manage any such conflict having regard to the FCA Rules and its duties under the Depositary Agreement.

The Depositary will ensure that any such delegates or sub-delegates who are its affiliates are appointed on terms which are not materially less favourable to the Company than if the conflict or potential conflict had not existed. The Custodian and any other delegate are required to manage any such conflict having regard to the FCA Handbook and its duties to the Depositary and the ACD.

Conflicting commercial interest

The Depositary (and any of its affiliates) may effect, and make a profit from, transactions in which the Depositary (or its affiliates, or another client of the Depositary or its affiliates) has (directly or indirectly) a material interest or a relationship of any description and which involves or may involve a potential conflict with the Depositary’s duty to the Company.

This includes circumstances in which the Depositary or any of its affiliates or connected persons: acts as market maker in the investments of the Company; provides broking services to the Company 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 Company; acts in the same transaction as agent for more than one client; has a material interest in the issue of the investments of the Company; or earns profits from or has a financial or business interest in any of these activities.

Management of conflicts

The Depositary 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 Depositary has functionally and hierarchically separated the performance of its depositary 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 Depositary issues to be properly identified, managed and monitored.

6.3.7 **Depositary – Data Protection**

Northern Trust's EMEA Data Privacy Notice sets out how the Depositary will process Shareholders' personal information as a data controller where these details are provided to it in connection with Shareholders' investment in the Company.

Northern Trust's EMEA Data Privacy Notice may be updated from time to time and readers should confirm that they hold the latest version which can be accessed at www.northerntrust.com/united-kingdom/privacy/emea-privacy-notice.

Any Shareholder who provides the ACD and its agents with personal data about another individual (such as a joint investor), must show Northern Trust's EMEA Data Privacy Notice to those individuals.

6.4 **The Investment Manager**

6.4.1 **General**

The ACD has appointed the Investment Manager, Sonoma Partners Ltd, to provide investment management services to the ACD. The Investment Manager is authorised and regulated by the Financial Conduct Authority.

The Investment Manager's registered office is at 16 Milbourne Lane, Esher, Surrey KT10 9DX.

The principal activity of the Investment Manager is the provision of investment management services.

6.4.2 **Terms of Appointment**

The terms of the Investment Management Agreement between the ACD and the Investment Manager include the provision of investment management in accordance with the investment objectives of the Sub-funds, the purchase and sale of investments and on the exercise of voting rights relating to such investments. The Investment Manager has authority to make decisions on behalf of the ACD on a discretionary basis in respect of day to day investment management of the Scheme Property including authority to place purchase orders and sale orders with regulated dealers and preparation of the Investment Manager's report half yearly for inclusion in the Company's Report for circulation to Shareholders. The Agreement may be terminated by either party on not less than six months' written notice or earlier upon the happening of certain specified events, or immediately if the ACD considers that it is in the interests of the Shareholders to do so.

The Investment Management Agreement contains provisions to the following effect:

- (a) the ACD will indemnify the Investment Manager against certain claims in connection with the provision of services under the Investment Management Agreement.
- (b) The Investment Manager will indemnify the ACD and the Company against certain claims to the extent that they directly arise as a result of or in connection with the fraud, wilful default or negligence of the Investment Manager;
- (c) The Investment Manager shall not be liable for any partial or complete non-performance of its obligations due to causes beyond its control;
- (d) The agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

The Investment Manager is entitled to a fee out of that paid to the ACD, as explained below in paragraph 7.

The Investment Manager maintains professional indemnity insurance.

The Investment Manager has confirmed that there are no conflicts of interest for the purpose of FUND 3.2.2R(6).

The Investment Manager will not be considered as a broker fund adviser under the FCA Handbook in relation to the Company.

6.5 The Registrar

6.5.1 General

The ACD acts as registrar to the Company.

The registered office of the Registrar is Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY

The register is kept and maintained at Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY

6.5.2 Register of Shareholders

The Register of Shareholders will be maintained by the Registrar at the address of its office as noted above, and may be inspected at that address or the principal place of business of the ACD during normal business hours by any Shareholder or any Shareholder's duly authorised agent.

6.6 The Auditors

The auditors of the Company are Grant Thornton UK LLP, whose address is 30 Finsbury Square, London EC2A 1AG.

6.7 Eligible Investors

The Sub-fund is a qualified investor scheme which is an authorised collective investment scheme for the purposes of FSMA which is authorised and regulated by the FCA under the OEIC Regulations.

Only investors who are classified as Eligible Investors under the Regulations may invest in the Sub-fund. Any person who is unsure whether he or she qualifies as an Eligible Investor should contact the ACD.

Should it come to the attention of the ACD that Shares are owned by a Shareholder who fails to meet the eligibility criteria to be an Eligible Investor, or if it reasonably believes this to be the case, the ACD may give notice in writing to that Shareholder that he or she must transfer the Shares which he or she holds to a person that is an Eligible Investor or the Shares must be redeemed or cancelled in accordance with this Prospectus and COLL (including the compulsory transfer provisions in section 3.7 of this Prospectus entitled Restrictions, Compulsory Transfer, Redemption and Conversion). The ACD may, at its discretion and as permitted by the Regulations, delegate this function to the Investment Manager.

A Shareholder which becomes aware that he or she is no longer eligible to hold Shares because he or she has ceased to be an Eligible Investor must forthwith provide the ACD with transfer instructions or request redemption or cancellation of the Shares which it holds.

6.8 Conflicts of Interest

The ACD, the Investment Manager and other companies within the ACD's and/or the Investment Manager's group may, from time to time, act as managers, investment managers or advisers to other funds or sub-funds which follow similar investment objectives to those of the Sub-funds. In addition, other funds managed or advised by the Investment Manager may be invested in the Company. It is therefore possible that the ACD and/or the Investment Manager may in the course of their business have potential conflicts of interest with the Company or a particular Sub-fund. Each of the ACD and the Investment Manager will, however, have regard in such event to its respective obligations under the ACD Agreement, the Investment Management Agreement as applicable and, in particular, to its obligation to act in the best interests of the Company so far as practicable, having regard to its obligations to other clients, when undertaking any investment business where potential conflicts of interest may arise.

7. The Depository may act as the depository of other investment funds and as trustee or custodian of other collective investment schemes, for further details please see section 6.3.6 above. **FEES AND EXPENSES**

7.1 **Charges payable to the ACD**

7.1.1 **Annual Management Charge**

The ACD is entitled to an annual management charge for its services as ACD and for the provision of accounting, fund valuation and investment operations, in addition to the charges described below and in paragraphs 3.5.1 (Initial charge), 3.5.2 (Redemption charge) and 3.5.3 (Charges on Switching). The ACD's annual management charge is payable monthly in arrears based on the value of the Sub-funds represented by the Net Asset Value calculated at the last Valuation Point in the preceding month.

The rate of the ACD's annual management charge is calculated on a sliding scale for each Sub-fund on the following basis:

- 0.07% per annum for the first £50,000,000 in value of the Scheme Property of the relevant Sub-fund;
- 0.05% per annum on the next £50,000,000 in value of the Scheme Property of the relevant Sub-fund;
- 0.04% per annum on the next £100,000,000 in the value of the Scheme Property of the relevant Sub-fund; and
- 0.03% per annum on the value of the Scheme Property of the relevant Sub-fund thereafter.

The annual management charge is subject to a minimum of £20,000 per Sub-fund per annum.

7.1.2 **Valuation, Accounting and Investment Operations Charge**

In addition to the annual management charge fee referred to above, the ACD shall also be entitled to be paid a fee in respect of fund valuation, accounting and investment operations, calculated on a sliding scale for each Sub-fund on the following basis:

- 0.09% per annum for the first £50,000,000 in value of the Scheme Property of the relevant Sub-fund;
- 0.07% per annum on the next £50,000,000 in value of the Scheme Property of the relevant Sub-fund;
- 0.05% per annum on the next £100,000,000 in the value of the Scheme Property of the relevant Sub-fund; and

- 0.03% per annum on the value of the Scheme Property of the relevant Sub-fund thereafter.

The fund valuation, accounting and investment operations fee is subject to a minimum of £25,000 per Sub-fund per annum.

The ACD is also entitled to a management accounting fee of £3,500 per Sub-fund per annum.

In the event that there are more than two distributions per annum per Sub-fund, a fee of £1,000 will be levied on the relevant Sub-fund in respect of each additional distribution made for that Sub-fund. In the event that more than two share classes (each of which may be comprised of Income and Accumulation Shares) are launched for any Sub-fund, a fee of £7,500 per annum will be levied on the relevant Sub-fund in respect of each additional share class of that Sub-fund.

7.1.3 Registration Fees

The ACD is entitled to receive a fee out of the Scheme Property of each Sub-fund for providing registration services. Such fee is payable monthly in arrears.

Fees and expenses in respect of dealing in Shares of the Sub-fund will be subject to charges of:

Electronic	£10
Manual	£20
Complex	£100

Per Transaction

Transactions which will incur a complex dealing charge include (but are not limited to): transactions which arise following the death of a shareholder, unitholder, or ISA planholder; in specie transactions; and transactions where client documentation has not been provided promptly.

7.1.4 VAT

VAT is payable on the ACD's charges mentioned above, where appropriate.

7.2 Increase in the Charges payable to the ACD

Any increase in the ACD's charges will be carried out in accordance with the Regulations. The ACD will give Shareholders at least 60 days' notice of any material increases in fees.

7.3 Depositary's fee and expenses

The Depositary receives for its own account a periodic fee which will be calculated and accrue daily and is payable monthly on the last business day in each calendar month in respect of that day and the period since the last business day in the preceding month and is payable as soon as practicable after the last business day in each month. The fee is calculated by reference to the value of the Sub-fund on the last business day of the preceding month except for the first accrual which is calculated by reference to the first Valuation Point of the Sub-fund. The rate of the periodic fee is agreed between the ACD and the Depositary and is calculated on a sliding scale for the Sub-fund on the following basis:

- 0.02% per annum for the first £100,000,000 in value of the Scheme Property;
- 0.015% per annum on the next £150,000,000 in value of the Scheme Property; and
- 0.01% per annum on the value thereafter.

The annual fee is subject to a minimum of £10,000, plus VAT, per annum per Sub-fund.

These rates can be varied from time to time in accordance with the COLL Sourcebook.

The first accrual in relation to any Sub-fund will take place in respect of the period beginning on the day on which the first valuation of that Sub-fund is made and ending on the last business day of the month in which that day falls.

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

Item	Range
Transaction Charges	£6 to £200.
Custody Charges*	0.005% to 0.70%.

*Minimum £7,500 per annum per Sub-fund.

These charges vary from country to country depending on the markets and the type of transaction involved. Transaction charges accrue at the time the transactions are effected and are payable as soon as is reasonably practicable, and in any event not later than the last business day of the month when such charges arose or as otherwise agreed between the Depositary and the ACD. Custody charges accrue and are payable as agreed from time to time by the ACD and the Depositary.

Where relevant, the Depositary may make a charge for its services in relation to: distributions, the provision of banking services, holding money on deposit, lending money, or engaging in stock lending or derivative transactions, in relation to a Sub-fund and may purchase or sell or deal in the purchase or sale of Scheme Property, provided always that the services concerned and any such dealing are in accordance with the provisions of the COLL Sourcebook.

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

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

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

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

7.4 **Investment Manager's fee**

The Investment Manager's fees and expenses (plus any VAT thereon) are paid out of the Scheme Property of the Fund at the annual percentage rates set out in Appendix 1.

The Investment Management Fee is calculated and accrued daily and is payable monthly in arrears and is calculated by reference to the Net Asset Value of the relevant Sub-fund as at the preceding Valuation point.

7.5 **Other Expenses**

The following expenses may also be paid out of the Scheme Property of the Company or each Sub-fund (as the case may be) so far as permitted by the COLL Sourcebook:

- 7.5.1 any costs and expenses incurred in incorporating and authorising the Company, any Sub-funds and Share Classes at and after the initial establishment but within the first accounting year of the Company, including the initial offer and issue of Shares. Such costs will be apportioned on a straight line basis over the first accounting year of the Company and where there is more than one Sub-fund or Share Class, apportioned according to the Net Asset Value of the appropriate Sub-fund of Share Class;
- 7.5.2 broker's commission, fiscal charges and other disbursements (including stamp duty and/or stamp duty reserve tax) which are necessary to be incurred in effecting transactions for the Sub-funds and normally shown in contract notes, confirmation notes and difference accounts as appropriate;
- 7.5.3 any costs incurred in or about the listing of Shares in the Company on any Stock Exchange, and the creation, conversion and cancellation of Shares;
- 7.5.4 equalisation methods, such as multi-series accounting and depreciation deposits incurred as a result of investment into funds, which may be charged against the investment, or via a chargeable event.
- 7.5.5 any costs incurred by the Company in publishing the price of the Shares in a national or other newspaper or any other form of media;
- 7.5.6 any cost incurred in producing and dispatching payments made by the Company or a Sub-fund (as the case may be), or the yearly and half yearly reports of the Company;
- 7.5.7 any costs incurred in preparing, translating, producing (including printing), distributing and modifying any instrument of incorporation, any prospectus, any key investor information document (apart from the cost of distributing the key investor information document), or reports, accounts, statements, contract notes and other like documentation or any other relevant document required under the Regulations;
- 7.5.8 any costs incurred as a result of periodic updates of or changes to any prospectus, key investor information document or instrument of incorporation;
- 7.5.9 any fees, expenses or disbursements of any legal or other professional adviser of the Company;
- 7.5.10 any costs incurred in taking out and maintaining an insurance policy in relation to the Company and the ACD;
- 7.5.11 any costs incurred in respect of meetings of Shareholders convened for any purpose;
- 7.5.12 any liability arising after the transfer of property to another authorised fund in consideration of units or shares in such other fund in accordance with COLL 6.7.15R;
- 7.5.13 interest on permitted borrowings and charges incurred in effecting or terminating such borrowings or in negotiating or varying the terms of such borrowings;
- 7.5.14 taxation and duties payable in respect of the Scheme Property or the issue or redemption of Shares;
- 7.5.15 the audit fees of the Auditors (including VAT) and any expenses of the Auditors;
- 7.5.16 periodic fees of the FCA, together with any corresponding fees of any regulatory authority in a country or territory outside the UK in which Shares in the Sub-funds are or may be marketed;
- 7.5.17 any expense incurred in relation to company secretarial duties including the cost of maintenance of minute books and other documentation required to be maintained by the Company;

- 7.5.18 any expense incurred in relation to each dealing transaction of Shares of the Company by way of example, including the cost of telephone, fax, postage and bank charges required to process a dealing transaction;
- 7.5.19 any payment otherwise due by virtue of a change to the Regulations;
- 7.5.20 any costs incurred which are associated with independent risk monitoring or daily “value at risk” or “VaR” calculations (part of the risk monitoring process);
- 7.5.21 any costs incurred in amending the Instrument of Incorporation or this Prospectus including costs in respect of meetings of shareholders and/or directors convened for the purposes which include the purpose of amending the Instrument of Incorporation or this Prospectus;
- 7.5.22 payments or costs in relation to the preparation of the key investor information document (either in respect of the Company or a Sub-fund);
- 7.5.23 any VAT or similar tax relating to any charge or expense set out herein; and
- 7.5.24 any other payment permitted to be paid out of the Scheme Property under the Regulations as provided for in the Instrument of Incorporation of the Company.

The ACD is also entitled to be paid by the Company out of the Scheme Property any expenses incurred by the ACD or its delegates of the kinds described above.

The establishment costs of any Sub-fund launched after the issue of this Prospectus may be borne by that Sub-fund.

Value Added Tax will be added to all these payments, where applicable.

Further charges for taxation may be paid out of the Scheme Property as described in Section 10 “Taxation” below.

7.6 **Charges to income or capital**

Expenses are allocated between capital and income in accordance with the Regulations. The applicable policy for each Sub-fund is set out in Appendix 1. Where expenses are deducted in the first instance from income if, and only if, this is insufficient, deductions will be made from capital (save for any charge made in respect of SDRT under paragraph 3.5.5 “Stamp Duty Reserve Tax”). If deductions were made from capital, this could have an adverse effect on a Sub-fund’s capital and constrain growth.

If a Class’s expenses in any period exceed its income the ACD may take that excess from the capital property attributable to that Class.

7.7 **Allocation of fees and expenses between Sub-funds**

All the above fees, duties and charges (other than those borne by the ACD) will be charged to the Sub-fund in respect of which they were incurred. This includes any charges and expenses incurred in relation to the Register of Shareholders, except that these will be allocated and charged to each class of Shares on a basis agreed between the ACD and the Depositary.

Where an expense is not considered to be attributable to any one Sub-fund, the expense will normally be allocated in a manner which the ACD considers fair to Shareholders generally. This will normally be pro rata to the Net Asset Value of the relevant Sub-funds.

8. **INSTRUMENT OF INCORPORATION**

The Instrument of Incorporation is available for inspection at the ACD’s offices at Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY.

9. SHAREHOLDER MEETINGS AND VOTING RIGHTS

9.1 Class, Company and Sub-fund Meetings

The Company has dispensed with the requirement to hold annual general meetings. Accordingly, a copy of the ACD Agreement is available to investors and will be sent on request.

The provisions below, unless the context otherwise requires, apply to Class meetings and meetings of Sub-funds as they apply to general meetings of the Company, but by reference to Shares of the Class or Sub-fund concerned and the Shareholders and value and prices of such Shares.

9.2 Requisitions of Meetings

The ACD may requisition a general meeting at any time.

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

9.3 Notice and Quorum

Shareholders will receive at least 14 days' notice of a general meeting and are entitled to be counted in the quorum and vote at such meeting either in person or by proxy. The quorum for a meeting is two Shareholders, present in person or by proxy. The quorum for an adjourned meeting is one person entitled to be counted in a quorum. Notices of meetings and adjourned meetings will be sent to Shareholders at their registered addresses.

9.4 Voting Rights

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

On a poll vote, a Shareholder may vote either in person or by proxy. The voting rights attaching to each Share are such proportion of the voting rights attached to all the Shares in issue that the price of the Share bears to the aggregate price of all the Shares in issue at a reasonable date, before the notice of meeting is sent out, such date to be decided by the ACD.

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

In the case of joint Shareholders, the vote of the most senior Shareholder who votes, whether in person or by proxy, must be accepted to the exclusion of the votes of the other joint Shareholders. For this purpose seniority must be determined by the order in which the names stand in the Register.

Except where the COLL Sourcebook or the Instrument of Incorporation require 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.

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

Where all the Shares in a Sub-fund are registered to, or held by, the ACD or its associates and they are therefore prohibited from voting and a resolution (including an extraordinary resolution) is

required to conduct business at a meeting, it shall not be necessary to convene such a meeting and a resolution may, with the prior written agreement of the Depositary, instead be passed with the written consent of Shareholders representing 50% or more, or for an extraordinary resolution 75% or more, of the Shares in issue.

“**Shareholders**” in this context means Shareholders entered on the register at a time to be determined by the ACD and stated in the notice of the meeting which must not be more than 48 hours before the time fixed for the meeting.

9.5 **Variation of Class or Sub-fund rights**

The rights attached to a Class or Sub-fund may be varied in accordance with the COLL Sourcebook.

Fundamental changes to the Company can only be made with the passing of an extraordinary resolution of Shareholders. A fundamental change is a change or event which changes the purposes or nature of the Company or the Sub-funds, or may materially prejudice a Shareholder, or alters the risk profile of the Company or a Sub-fund, or introduces any new type of payment out of the scheme property. Any change may be fundamental depending on its degree of materiality and effect on the Company or a Sub-fund and its Shareholders.

10. **TAXATION**

10.1 **General**

The information below is a general guide based on current United Kingdom law and HM Revenue & Customs practice, all of which are subject to change. It summarises the tax position of the Company and of investors who are United Kingdom resident individuals and hold Shares as investments. The regime for taxation of income and capital gains received by individual investors depends on the tax law applicable to their personal circumstances and/or the place where the Scheme Property is invested. The following tax summary is not a guarantee to any investor of the tax results of investing in the Company. Prospective investors who are in any doubt about their tax position, or who may be subject to tax in a jurisdiction other than the United Kingdom, are recommended to take professional advice.

The information provided below assumes that the Company will satisfy a genuine diversity of ownership test. To satisfy this test, the shares in the Company must be widely available and marketed to a population of investors which is considered reasonable, given the inherent investor restrictions arising from the nature of the Company. If HM Revenue & Customs consider that the Company does not meet the genuine diversity of ownership test, the Company will inter alia be subject to corporation tax on any chargeable gain arising on the disposal of its investments.

10.2 **The Company**

The Company is an ICVC and each Sub-fund is treated as an authorised investment fund for tax purposes. Each Sub-fund is generally exempt from United Kingdom tax on capital gains realised on the disposal of its investments.

Dividends received by the Company will generally be exempt from corporation tax. The Company will be subject to corporation tax on most other types of income but after deducting allowable management expenses and the gross amount of any interest distributions. Where a Sub-fund suffers foreign tax on income received, this may normally be deducted from the United Kingdom tax due on that income.

Each Sub-fund will be treated as distributing the whole of the income available for distribution in each of its distribution providers, whether actually distributed or accumulated by the relevant Sub-fund. As a consequence, a shareholder, who holds accumulation Shares in a Sub-fund will be deemed for UK tax purposes to have received the income attributable to those Shares and will be subject to tax in accordance with paragraphs 10.3 below, according to whether the income is deemed to have been distributed as a dividend distribution or an interest distribution.

A Sub-fund will make dividend distributions except where more than a certain percentage of its property has been invested throughout the distribution period in interest-paying investments, in which case it will make interest distributions.

10.3 Shareholders

10.3.1 Dividend Income

Individuals whose overall dividend income, including dividend distributions received from the Company, does not exceed £1,000 should have no further tax liability in relation to the distributions regardless of the rate at which they normally pay income tax. To the extent that distributions are received in excess of an individual's £1,000 allowance, basic, higher and additional rate taxpayers will have to pay income tax on the distributions received at a rate of 8.75%, 33.75% and 39.35% respectively.

10.3.2 Interest Income

Where the Company pays an interest distribution (which will be automatically retained in the Company in the case of accumulation Shares), it will not be required to deduct income tax at source.

After taking account of any savings allowance to which the Shareholder is entitled for the tax year in which the interest distribution is received, each individual Shareholder would be subject to income tax in respect of the interest distribution at the rates of 20%, 40% or 45%, depending on the level of the Shareholder's income.

10.3.3 Income Equalisation

The first income allocation received by an investor after buying Shares may include an amount of income equalisation. This is effectively a repayment of the income equalisation paid by the investor as part of the purchase price. It is a return of capital, and is not taxable. Rather, it should be deducted from the acquisition cost of the Shares for capital gains tax purposes.

10.3.4 Tax Certificates

A tax certificate will be issued in line with the income distribution dates set out in Appendix 1. This certificate should be retained for tax purposes as evidence for HM Revenue & Customs.

The ACD reserves the right to charge an administration fee of £10 if a duplicate copy is required. To obtain a duplicate copy you will need to submit your request in writing, along with payment, to the Head of Shareholder Services.

10.3.5 Capital Gains

Shareholders may be liable to capital gains tax on gains arising from the redemption, transfer or other disposal of Shares. The rate of tax, and available reliefs, will be as applicable from time to time. In computing any gain or loss on disposal, income deemed to have been distributed to a holder of accumulation Shares will form part of the base cost of these Shares.

An exchange of Shares in one Sub-fund of the Company for Shares in another Sub-fund will normally be treated as a disposal for this purpose. However, switches between Classes of Share in the same Sub-fund will not normally give rise to a disposal.

10.3.6 **Inheritance Tax**

Shares held in any of the Sub-funds will generally form part of an individual's estate and will therefore potentially be subject to inheritance tax ("IHT").

Where a Shareholder is in any doubt as to their tax status, they should seek advice from a professional tax adviser.

10.3.7 **The International Tax Compliance Regulations**

The Company is required to comply with The International Tax Compliance Regulations. The regulations transpose into UK law rules and obligations derived from European Union law and inter-governmental agreements entered into by the UK which are aimed at increasing transparency and reducing tax evasion.

To be compliant with these regulations the Company must collect information about each investor's tax residence and in certain circumstances provide information about investors' Shareholdings to HMRC. HMRC may in turn share this information with overseas tax authorities.

Therefore, where an investor fails to provide the information required by the Company to comply with its obligations to HMRC this may result in the ACD taking appropriate action against the Shareholder, including invoking the compulsory transfer and redemption provisions set out in paragraph 3.7.

The ACD intends to procure compliance with the regulations but cannot give an assurance that this will be achieved. The underlying laws and agreements are a complex area of tax law and investors should consult their professional advisers on the implications these rules may have for them.

10.3.8 **Automatic Information Exchange**

Under the International Tax Compliance Regulations 2015 which adopt the UK's reporting obligations under FATCA and the OECD Common Reporting Standard (CRS) into UK law, certain details of payments (which in the case of a collective investment fund may include payments made as a result of the sale and redemption of the fund's shares) made to the shareholders by an entity which constitutes a reporting financial institution for FATCA or CRS purposes and of the interests in the fund held by shareholders must be reported annually to HM Revenue & Customs.

10.3.9 **US Foreign Account Tax Compliance Act 2010 ("FATCA") and OECD Common Reporting Standard 2016 ("CRS")**

FATCA and CRS aim to promote cross-border tax compliance by implementing international standards for the automatic exchange of tax information relating to US taxpayers and taxpayers in CRS participating jurisdictions respectively.

Under the International Tax Compliance Tax Regulations 2015, which adopt the UK's reporting obligations under FATCA and CRS into UK law, the ACD is subject to certain reporting obligations in relation to Shareholders.

In order to comply with its FATCA and CRS reporting obligations, the ACD may be required to obtain certain information from Shareholders and prospective shareholders so as to ascertain their tax status. The ACD may further be required to report annually to HMRC certain information about the Shares held in the Fund or Funds by Shareholders who are, or who are controlled by a person or persons who are, tax resident in or citizens of the US or who are tax resident in a CRS participating country for FATCA and CRS purposes respectively, including details of payments made to the Shareholder (which may include payments made as a result of the redemption of the Shareholder's Shares).

Under FATCA, if the Shareholder is a specified US person, a US owned non-US entity, nonparticipating FFI or does not provide the requisite documentation, the ACD will need to report information on these Shareholders and the Shares held by them to HMRC, in accordance with the applicable laws and regulations. HMRC will in turn report the relevant information to the IRS. Provided that the ACD acts in accordance with these provisions it will not be subject to withholding tax under FATCA.

Under CRS, if the Shareholder is tax resident in a CRS participating country or does not provide the requisite documentation, the ACD will need to report information on these Shareholders to HMRC, in accordance with applicable laws and regulations. As part of the automatic information exchange between the CRS countries, HMRC will report the relevant information to the responsible tax authorities. Within the European Union, CRS has been implemented by Council Directive 2014/107/EU on the mandatory automatic exchange of tax information which was adopted on 9 December 2014 and became effective among most member states of the European Union on 1 January 2016.

Shareholders and intermediaries should note that it is the existing policy of the ACD that Shares are not being offered or sold for the account of US Persons or Shareholders who do not provide the appropriate FATCA information or who do not provide the appropriate CRS information. Subsequent transfers of Shares to US Persons are prohibited. If Shares are beneficially owned by any US Person or a person who has not provided the appropriate FATCA or CRS information as required, the ACD may in its discretion compulsorily redeem such Shares.

11. WINDING UP OF THE COMPANY OR A SUB-FUND

The Company will not be wound up except as an unregistered company under Part V of the Insolvency Act 1986 or under the COLL Sourcebook. A Sub-fund may be terminated up under the COLL Sourcebook or wound up under Part V of the Insolvency Act 1986 (as modified by regulation 33C of the OEIC Regulations) as an unregistered company.

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

The Company shall be wound up or a Sub-fund must be terminated under the COLL Sourcebook:

- 11.1 if an extraordinary resolution to that effect is passed by Shareholders; or
- 11.2 when the period (if any) fixed for the duration of the Company or a particular Sub-fund by the Instrument of Incorporation expires, or any event occurs on the occurrence of which the Instrument of Incorporation provides that the Company or a particular Sub-fund is to be wound up; or
- 11.3 on the date stated in any agreement by the FCA to a request by the ACD for the revocation of the authorisation order in respect of the Company or for the termination of the relevant Sub-fund; or
- 11.4 on the effective date of a scheme of arrangement that is to result in the Company or Fund (respectively) from holding any Scheme Property; or
- 11.5 (in the case of the Company only) when all Funds have ceased to hold any Scheme Property.

On the occurrence of any of the above:

- 11.6 COLL 6.2 (Dealing), COLL 6.3 (Valuation and Pricing) and COLL 5 (Investment and borrowing powers) will cease to apply to the Company or the relevant Sub-fund;

- 11.7 the Company will cease to issue and cancel Shares in the Company or the relevant Sub-fund and the ACD shall cease to sell or redeem Shares or arrange for the Company to issue or cancel them for the Company or the relevant Sub-fund;
- 11.8 no transfer of a Share shall be registered and no other change to the Register of Shareholders shall be made without the sanction of the ACD;
- 11.9 where the Company is being wound up, the Company shall cease to carry on its business except in so far as it is beneficial for the winding up of the Company;
- 11.10 the corporate status and powers of the Company, and subject to 11.6 to 11.9 above, the powers of the Depositary shall continue until the Company is dissolved.

The Company may be wound up or a Sub-fund terminated, at the ACD's discretion, if the Share capital of the Company or (in relation to any Sub-fund) the Net Asset Value of the Sub-fund is below £5 million, or if a change in the laws or regulations of any country means that, in the ACD's opinion, it is desirable to terminate the Sub-fund.

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

As soon as reasonably practicable after completion of the winding up of the Company or the termination of a particular Sub-fund, the Depositary shall notify the FCA that the winding up or termination has been completed.

On completion of a winding up of the Company, the Company will be dissolved and any money (including unclaimed distributions) still standing to the account of the Company, will be paid into court by the ACD within one month of the dissolution.

Following the completion of a winding up of the Company or the termination of a Sub-fund, the ACD must prepare a final account showing how the winding up or termination took place and how the Scheme Property was distributed. The auditors of the Company shall make a report in respect of the final account stating their opinion as to whether the final account has been properly prepared. This final account and the auditors' report must be sent to the FCA and to each Shareholder (or the first named of joint Shareholders) on the Register within four months of the completion of the winding up or termination.

As the Company is an umbrella company, each Sub-fund may be terminated as if it were a separate open-ended investment company. Any liabilities attributable or allocated to a particular Sub-fund under the COLL Sourcebook shall be met out of the Scheme Property attributable or allocated to that particular Sub-fund.

12. GENERAL INFORMATION

12.1 Accounting Periods

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

The ACD may even out the payments of income within an accounting period by carrying forward income otherwise distributable with a view to augmenting amounts to be paid out at a later date. Details of the Sub-funds for which this policy is currently considered are set out in Appendix 1.

12.2 Notice to Shareholders

All notices or other documents to be served upon a Shareholder will be duly served if such notice or other document is sent by the ACD to the Shareholder by normal post to the last address notified in writing to the Company by the Shareholder

Any notice or document served by post is deemed to have been served on the second business day following the day on which it is posted. Any document left at a registered address or delivered other than by post is deemed to have been served on that day.

12.3 Income Allocations

Some Sub-funds may have interim and final income allocations and other Sub-funds may have quarterly income allocations and some Sub-funds may only have final income allocation dates (see Appendix 1). For each of the Sub-funds income is allocated by the ACD in accordance with the Instrument of Incorporation and either paid, reinvested or accumulated to those Shareholders who are entitled to the distribution by evidence of their holding on the Register at the previous accounting date.

In relation to Income Shares, distributions of income for each Sub-fund in which Income shares are issued are paid by cheque or telegraphic transfer directly into a Shareholder's bank account on or before the relevant income allocation date in each year as set out in Appendix 1.

For Sub-funds in which accumulation Shares are issued, income will become part of the capital property of the Sub-fund and will be reflected in the price of each such accumulation Share as at the end of the relevant accounting period.

If a distribution made in relation to any drawdown shares remains unclaimed for a period of six years after it has become due, it will be forfeited and will revert to the relevant Sub-fund.

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

12.4 Annual Reports

The annual accounting period of the Company ends on 31 December in each year (the "**accounting reference date**") and the interim accounting period ends on 30 June (the "**interim accounting reference date**") or such other date as the ACD may determine.

The Company's annual long report incorporating audited financial statements will be published within four months after the end of the financial year and the interim long report within two months of the end of the interim accounting period.

Copies of the interim and annual long reports will be available on request from the ACD and on the ACD's website at www.fundrock.com.

Copies of all reports to Shareholders will be available for inspection by the general public at the ACD's offices at Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY.

12.5 Risk Profile Management

- 12.5.1 The ACD, in consultation with the Investment Manager, has adopted a risk management process in respect of the Company enabling it to monitor and measure the risk of the Company's portfolio and contribution of the underlying investments to the overall risk profile of the Company.
- 12.5.2 The ACD operates a liquidity risk management policy with a view to ensuring that shareholders are able to realise their shares in accordance with this Prospectus and the requirements of the FCA Rules. This Prospectus provides information in relation to liquidity risk management, including the redemption rights of investors in normal and exceptional circumstances, and the existing redemption arrangements with investors.
- 12.5.3 Liquidity risk is the risk that the Company is unable to meet its obligations as they fall due. Examples include insufficient cash to meet redemption requests or make margin payments requirements and the risk that a particular derivative position cannot be easily unwound or offset due to insufficient market depth or market disruption or that the Company's financial obligations arising from the derivative activity (such as margin calls) will not be able to be met. It is controlled for through monitoring of the liquidity of all instruments used, including derivatives, in the context of the investment objectives and liquidity requirements of each scheme or client account. Cash positions are monitored and reported to ensure that the Company has sufficient capacity to meet obligations arising from any derivative positions.
- 12.5.4 Stress tests on the portfolio are undertaken on a periodic basis, the frequency is dependent on a number of factors, e.g. portfolio composition and liquidity.

12.6 Leverage

- 12.6.1 The Company may invest in instruments which are subject to leverage from time to time. Under the AIFMD Rules, the ACD must:
- (a) set a maximum level of leveraging which it may employ on behalf of the Company; and
 - (b) where the leverage arrangement allows the right to reuse collateral or the granting of a guarantee, set out the extent of that right or guarantee.
- 12.6.2 The maximum level of leverage for the Company expressed as a ratio of the Company's total exposure to its Net Asset Value current ratio under the gross method is: 250%.
- Under the gross method, the exposure of the Company is calculated as follows:
- (a) the value of any cash and cash equivalents which are highly liquid investments held in the base currency of the Company that are readily convertible to an amount of cash, subject to an insignificant risk of change in value and which

provide a return no greater than the rate of a three month high quality government bond is excluded;

- (b) derivative instruments are converted (using certain specified conversion methodologies) into the equivalent position in their underlying assets;
- (c) cash borrowings that remain in cash or cash equivalents and where the amounts payable are known are excluded;
- (d) exposures resulting from the reinvestment of cash borrowings, expressed as the higher of the market value of the investment realised or the total amount of cash borrowed are included; and
- (e) positions within repurchase or reverse repurchase transactions and securities lending or borrowing or other similar arrangements are included.

12.6.3 The maximum level of leverage for the Company expressed as a ratio of the Company's total exposure to its Net Asset Value current ratio under the commitment method is: 130%.

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

- (a) derivative instruments are converted (using certain specified conversion methodologies) into the equivalent position in their underlying assets;
- (b) netting and hedging arrangements are applied, subject to specified conditions;
- (c) the exposure created through the reinvestment of borrowings where such reinvestment increases the exposure of the Company is calculated; and
- (d) derivative instruments used for currency hedging purposes are excluded.

12.6.4 **Use of Leverage**

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

12.7 **Fair Treatment of Investors**

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

12.7.2 The ACD is required, under the FCA Handbook, to treat its customers fairly, when they become, remain or as they cease to be shareholders. The ACD complies with the rules in the FCA Handbook, and has adopted a series of policies and procedures (including a Conflict of Interest policy) which are designed to achieve this outcome.

12.7.3 The ACD and the Investment Manager may in certain circumstances grant preferential treatment to investors. This may include, for example, access to certain share classes, a waiver or reduction of certain charges, the payment of rebates, or access to individuals within the ACD or the Investment Manager. If such rights are granted, this would typically be to investors who invest significant amounts in the Company. Such investors would not typically be legally or economically linked to the ACD.

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

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

(a) Disclosure / Reporting:

- (i) notification of (A) certain ‘key man’ events and/or (B) certain changes to the organisation of the Company and/or (C) the issue of shares on more favourable terms to those described herein (as amended by the relevant side letter and/or other arrangement) and/or (D) certain other changes and/or other events, in each case that affects, or relates to, the Company and/or its service providers (including, but not limited to, the Investment Manager) or the relevant shareholder’s investment in the Company;
- (ii) notification if holdings in the Company by the relevant shareholder exceed specific levels; and/or
- (iii) the provision of certain limited information relating to the Investment Advisers and/or to the Company’s assets, including in order to allow the relevant shareholder to comply with the laws and regulations to which it is subject.

(b) Investor Liquidity terms:

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

(c) Fees:

Rebate some or all of the periodic charge payable in respect of the relevant shareholder’s shares.

(d) Side Arrangements:

- (i) The ACD’s Risk Management Policy deals with side arrangements. “Side Arrangements” are agreements that provide for special arrangements which contain provisions additional/different to those in the standard offering documents issued to investors in general.
- (ii) The main conflict of interest with Side Arrangements is the potential for one or more investors to be advantaged over other investors by terms within their Side Arrangements. For example, the preferential early exit of one investor may reduce the portfolio liquidity, which might make withdrawals unavailable to other investors. Subsequently, it may be the case that other investors are actually disadvantaged. The ACD will give consideration as to whether the nature and scope of the provisions are consistent with treating all investors fairly.
- (iii) Any Side Arrangement which contains ‘material terms’ will be fully considered before it is put in place. Examples of material terms would include preferential redemption rights, ‘key man’ provisions, redemption ‘gate’ waivers and portfolio transparency rights.

12.8 Recognition and Enforcement of Judgments

The AIFMD Rules require the ACD to give details of legal instruments providing for the recognition and enforcement of judgments in England and Wales (which is the territory in which the Company is established).

The Prospectus may be enforced in the English courts.

Courts of other jurisdictions may apply local rules irrespective of the governing law and may refuse to apply a rule of governing law if it is manifestly incompatible with the local laws to settle disputes relating to them.

12.9 Legal Implications

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

- 12.9.1 By investing in the Company through electronic communications, by telephone or by submitting an application form to the Administrator, the investor makes an offer to subscribe for shares which, once it is accepted by the ACD, or the Administrator on its behalf, has the effect of a binding contract to subscribe for shares.
- 12.9.2 The provisions of the scheme documents made between the ACD and the Depositary by way of which the Company is constituted, as the same may be amended from time to time are binding on each of the shareholder (who are taken to have notice of them) as if that shareholder was a party to it with effect on and from the date that any person has become a shareholder.
- 12.9.3 The scheme documents and the application form are each made under and governed by and shall be construed in accordance with the laws of England and Wales.
- 12.9.4 The scheme documents may be amended by agreement between the ACD and the Depositary.
- 12.9.5 Absent a direct contractual relationship between a shareholder and the relevant service provider, shareholders generally have no direct rights against the relevant service provider and there are only limited circumstances in which a shareholder may potentially bring a claim against the relevant service provider. Instead, the proper claimant in an action in respect of which a wrongdoing is alleged to have been committed against the Company by the relevant service provider is, *prima facie*, the Company itself or the ACD acting on behalf of the Company, as the case may be.

12.10 Remuneration Policy

The Company establishes and applies remuneration policies and practices for AIFM Remuneration Code staff that:

- 12.10.1 are consistent with and promote sound and effective risk management;
- 12.10.2 do not encourage risk taking which is inconsistent with the risk profiles or the instrument constituting the Sub-fund or the prospectus, as applicable, of the AIFs it manages;
- 12.10.3 do not impair the Company's compliance with its duty to act in the best interests of the AIFs it manages; and
- 12.10.4 include fixed and variable components of remuneration, including salaries and discretionary pension benefits.

Up-to-date details of the Company's remuneration policy, including but not limited to (i) a description of how remuneration and benefits are calculated; and (ii) the identities of persons responsible for awarding the remuneration and benefits including the composition of the remuneration committee, where such a committee exists, can be found at www.fundrock.com.

Shareholders may obtain a paper copy of the full remuneration policy, free of charge, on request from the ACD.

12.11 Documents of the Company

The following documents may be inspected free of charge during normal business hours on any business day at the offices of the ACD at Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY

- 12.11.1 the most recent annual and half yearly reports of the Company;
- 12.11.2 the Instrument of Incorporation (and any amending documents);
- 12.11.3 the material contracts referred to below; and
- 12.11.4 this Prospectus or the most recent version of the Prospectus

Shareholders may obtain copies of the above documents from the ACD. The ACD may make a charge at its discretion for copies of documents (apart from the most recent versions of the Prospectus and annual and half yearly long reports of the Company which are available free of charge to anyone who requests them).

12.12 Material Contracts

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

- 12.12.1 the ACD Agreement between the Company, and the ACD; and
- 12.12.2 the Depositary Agreement between the Company, the ACD and the Depositary.

Details of the above contracts are given under section 6 "Management and Administration".

12.13 Provision of Investment Advice

All information concerning the Company and about investing in Shares of the Company is available from the ACD at Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY. The ACD is not authorised to give investment advice and persons requiring such advice should consult a professional financial adviser. All applications for Shares are made solely on the basis of the current prospectus of the Company, and investors should ensure that they have the most up to date version.

12.14 Telephone Recordings

Please note that the ACD and the Investment Manager may record telephone calls for training and monitoring purposes and to confirm investors' instructions and to meet MiFID II requirements.

12.15 Complaints

Complaints concerning the operation or marketing of the Company may be referred to the Compliance Officer at the ACD at Hamilton Centre, Rodney Way, Chelmsford, Essex CM1 3BY or, if you subsequently wish to take your complaint further, direct to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. The website of the Financial Ombudsman Service is at www.financial-ombudsman.org.uk.

The Financial Services Compensation Scheme offers compensation when an authorised firm is unable to pay claims against it, usually because the firm has gone out of business. The ACD is covered by the Financial Services Compensation Scheme. Investors may be entitled to compensation from the scheme if the ACD cannot meet its obligations. Most types of investment business are covered for 100% of the first £85,000 only. Further information is available from the Financial Services Compensation Scheme (FSCS) .by contacting the FSCS Limited at 10th Floor

Beaufort House, 15 St Botolph Street, London EC3A 7QU or via telephone: on 0800 678 1100 or 020 7741 4100.

12.16 Risk Management

The ACD will provide upon the request of a Shareholder further information relating to:

- 12.16.1 the quantitative limits applying in the risk management of any Sub-fund;
- 12.16.2 the methods used in relation to 12.16.1; and
- 12.16.3 any recent development of the risk and yields of the main categories of investment.

12.17 Indemnity

The Instrument of Incorporation contains provisions indemnifying the Directors, other officers and the Company's auditors or the Depositary against liability in certain circumstances otherwise than in respect of their negligence, default, breach of duty or breach of trust, and indemnifying the Depositary against liability in certain circumstances otherwise than in respect of its failure to exercise due care and diligence in the discharge of its functions in respect of the Company.

12.18 Genuine diversity of ownership

Shares in the Company are and will continue to be widely available. Shares in the Company are only be issued to a person who is an eligible investor for the purposes of COLL 8 Annex 1R. Different Share Classes of a sub-fund are issued to different types of investors.

Shares in the Company are and will continue to be marketed and made available sufficiently widely to reach the intended categories of investors for each Share Class, and in a manner appropriate to attract those categories of investors.

12.19 Data Protection Notice

Prospective investors should note that all personal data contained in any document provided by Shareholders or any further data collected in the course of business with the Fund or provided personally to the ACD constitute personal data within the meaning of Data Protection Laws.

Such personal data will be used by the Company for the purposes of administration, transfer agency, statistical analysis, research and disclosure to the Company, its delegates, and agents. Such processing of personal data is required: (i) for the performance of tasks that are necessary for the performance of the contract between the Investor and the Company, (ii) for compliance with certain legal obligations to which the Company or a Fund is subject, or (iii) is carried out on as the ACD considers it is within its legitimate interests to do so (having shown that its legitimate interests are not overridden by the prospective investors' own interests, rights, and freedoms) (the "Grounds for Processing"). The ACD follows strict security procedures as to how prospective investors' personal data is stored and used, and who sees it, to help stop any destruction, loss, alteration or an unauthorised person accessing it.

Investors acknowledge that such personal data are disclosed by the Company, the ACD, their delegates and their duly authorised agents and any of their respective related, associated or affiliated companies on the basis of the above Grounds for Processing and that such entities ("Apex Fundrock's Associates") may further process (including obtaining, holding, using, disclosing and otherwise processing) the personal data on the basis of the same Grounds for Processing for any one or more of the following purposes:

- to manage and administer the investor's holding in the Company and any related accounts on an ongoing basis;
- to carry out statistical analysis and market research;
- to comply with legal, regulatory and taxation obligations applicable to the investor and the Company; or

- for disclosure or transfer, whether in the United Kingdom or countries or territories outside of the United Kingdom, including, but without limitation, the United States, to third parties, including financial advisors, regulatory bodies, auditors and technology providers or to the Company and its delegates and its or their duly appointed agents and any of their respective related, associated or affiliated companies for the purposes specified above.

Where transferring personal data outside the UK, such as to the United States, Apex Fundrock's Associates shall take such additional steps to adequately protect the Shareholders' personal data as required under Data Protection Laws. This may include, in the absence of an adequacy regulation, safeguards such as the ICO's International Data Transfer Agreement.

In cases where personal data is shared with third parties who are themselves controllers, Apex Fundrock's Associates will consider the applicable requirements of the ICO's statutory code of practice, which means, amongst others, that Apex Fundrock's Associates will have to have written terms in place with any other controller setting out what categories of personal data are being shared and for what purpose. When sharing personal data with another organisation who is a processor, Apex Fundrock's Associates is aware that certain mandatory written terms must be included in that contract, as well as having carried out due diligence on the recipient before sharing personal data with it.

The Company, the ACD and Apex Fundrock's Associates may also process investors' personal information where it or they consider there are other legitimate business interests of the Company (including fraud prevention) to necessitate the processing (having shown that its legitimate interests are not overridden by the individuals' own interests, rights, and freedoms) or for any other specific purposes where the investor has given specific consent to the processing (in advance). If a prospective investor has provided consent for their personal data to be processed, the prospective investor shall be entitled to withdraw their consent at any time by contacting the ACD at DPO@apexfs.com. Please note, in particular, in order to comply with the Common Reporting Standard (Please see the section of this Prospectus entitled "Taxation – Common Reporting Standard"), as implemented in the United Kingdom by the International Tax Compliance Regulations 2015, an investor's personal data (including financial information) may be shared with HM Revenue & Customs and other tax authorities.

They in turn may exchange information (including personal data and financial information) with foreign tax authorities (including foreign tax authorities located outside the UK or EEA). Please consult the AEOI (Automatic Exchange of Information) webpage on www.gov.uk for further information in this regard.

Please note that your personal data will be retained by the Company for as long as necessary to fulfil the purposes the ACD collected it for, which, in general terms, is likely to be for the duration of the relevant investment and otherwise in accordance with the Company's legal obligations (e.g. 7 years in the UK). Pursuant to the Data Protection Laws, investors have a right of access to their personal data kept by the Company, the right to amend and rectify any inaccuracies in their personal data held by the Company and the right to data portability of their personal data by making a request to the Company in writing at DPO@apexfs.com. For further information in relation to your data protection rights refer to the website of the Information Commissioner's Office at <https://ico.org.uk/> and search for "Individual Rights".

The ACD reserves the right to change, modify, add or remove portions of this notice from time to time in our sole discretion, but will inform investors of all material changes. If you have any questions or concerns regarding this notice or Defined Term's practices please contact the ACD at DPO@apexfs.com.

12.20 AIFMD Disclosure

Chapter 3.2 of the Investment Funds sourcebook of the Financial Conduct Authority Handbook ("FUND 3.2") requires that AIFMs shall for each of the AIFs that they market make available to AIF investors, in accordance with the AIF rules or instruments of incorporation, certain information

before they invest in the AIF, as well as any material changes thereof. This Prospectus (which is updated from time to time) incorporates these disclosures.

The information required by FUND 3.2.5 R and 3.2.6 R (periodic reporting on liquidity and leverage) is published in the Company's annual report and is available to investors in the Company before they invest in the Company.

APPENDIX 1

SUB-FUND DETAILS

Name:	MI Sonoma Investment Fund
Type of Sub-fund:	Qualified Investor Scheme
Investment Objective:	The investment objective of the Sub-fund is to achieve an annualised return of UK Consumer Price Index (CPI) + 5% before fees, without the constraints of any fixed asset allocation parameters.
Investment Policy:	<p>The investment policy of the Sub-fund is to invest in a diversified portfolio of assets which exhibit favourable risk-reward characteristics. It will seek to profit from pricing inefficiencies and asymmetric risk-reward opportunities, for example where, in the view of the manager, the upside is greater than the downside or where there is significant protection by way of a discount to intrinsic value.</p> <p>The Sub-fund will primarily invest in regulated and unregulated collective investment schemes, listed funds and investment trusts, which may include unauthorised property unit trusts and limited partnerships.</p> <p>The Sub-fund may also invest directly in equities, fixed income securities, exchange traded products and derivatives.</p> <p>The underlying funds in which the Sub-fund invests, subject to the Regulations, may be leveraged, employing strategies such as long-short equity, event driven and global macro. The Sub-fund will be invested in a range of strategies and asset classes within any geographic region.</p> <p>The Investment Manager may use derivatives for both hedging and trading strategies. Such derivatives may include forward foreign exchange, futures, options, index futures and OTC contracts, structured products and swaps, subject to the conditions and limits set out in the Regulations. Use of derivatives for the purpose of meeting the investment objective of the Sub-fund will not significantly increase the leverage or volatility of the Sub-fund.</p> <p>The investment of the assets of the Company must comply with the section of the Sourcebook applicable to Qualified Investor Schemes.</p>
Benchmark Information:	We have chosen the UK CPI as the Sub-funds target benchmark as it represents the amount of inflation in the UK. Over time, inflation could decrease the purchasing power of your investment. We aim to outperform UK CPI + 5% before fees to maintain your investment's purchasing power and provide investment growth.
Product Reference Number:	840813
Initial offer period	None
Final accounting date:	31 December
Interim accounting date:	30 June
Income allocation dates:	Last day of February (annual) and 31 August
Benchmark:	CPI + 5% (before tax, fees and expenses)
Shares Classes and type of Shares:	<p>Class A Accumulation Shares</p> <p>Class F Accumulation Shares</p>

Initial charge:	Class A: None Class F: None
Redemption charge:	None
Switching charge:	None
Investment Management Fee:	Class A: 0.60% Class F: 0.40%
Charges taken from Income or capital:	Income
Investment minima*:	
Initial	Class A Shares: £2 million Class F Shares: £10million
Subsequent	Class A Shares: £2,000 and multiples of £2,000 Class F Shares: £10,000 and multiples of £10,000
Holding	Class A Shares: £2 million Class F Shares: £10million
Redemption	N/A (provided minimum holding is maintained)

* The ACD may waive the minimum levels at its discretion.

The A Accumulation Share Class and the F Accumulation Share Class will be available at launch. F Accumulation Share Class will be available to existing investors (and their immediate family members) in the SA Share Classes of the Merging Fund and also to Sonoma Partners Ltd and its Directors and their relatives.

Additional Information for Investors

Past performance is set out in Appendix 5.

Investor profile

The Sub-fund is designed for investment by any type of investor who is an Eligible Investor as defined under COBS. The choice to invest should be determined by the attitude to risk, wish for income and/or growth, and intended length of time for investment and in the context of the investor's overall portfolio. Investors must be willing to accept some risk to their capital, and the Sub-fund should be considered a medium to long term investment. Investors in any doubt about the suitability of investing in the Sub-fund should seek independent financial advice before doing so.

Risk Profile

The Sub-fund may at times be significantly exposed to global investment markets, including equities, fixed income, commodities, private equity, infrastructure and alternative strategies, and may carry a significant level of risk. It is expected that, as a result of the investment approach, the Sub-fund will exhibit a performance volatility which is less than global equity markets but is likely to experience short-term losses at times.

APPENDIX 2**ELIGIBLE SECURITIES MARKETS AND ELIGIBLE DERIVATIVES MARKETS**

All the Sub-funds may deal through securities and derivatives markets which are regulated markets (as defined in the glossary to the FCA Handbook) or markets established in the UK or an EEA State which are regulated, operate regularly and are open to the public.

Each Sub-fund may also deal through the securities markets and derivatives markets indicated below:

Eligible Securities Markets

Australia	The Australian Stock Exchange
Canada	Montreal Exchange
	Toronto Stock Exchange
	TSX Venture Exchange
Hong Kong	Hong Kong Stock Exchanges
Japan	Tokyo Stock Exchange, 1st and 2nd Sections
	Osaka Securities Exchange
	Nagoya Stock Exchange
	Sapporo Stock Exchange
Korea	Korea Exchange Incorporated
Mexico	Mexican Stock Exchange
New Zealand	New Zealand Stock Exchange (NZSE)
Singapore	Stock Exchange of Singapore (SES)
South Africa	JSE Securities Exchange
Switzerland	The Swiss Exchange (SWX)
Thailand	The Stock Exchange of Thailand (SET)
United Kingdom	The Alternative Investment Market (AIM)

United States of America The New York Stock Exchange (NYSE)

The NASDAQ Stock Market (NASDAQ)

The American Stock Exchange (AMEX)

Eligible Derivatives Markets

Australia ASX Ltd

Canada Montreal Stock Exchange

Europe EUREX

Japan Tokyo Stock Exchange

Singapore Singapore Exchange

United Kingdom Euronext.LIFFE

United States of America CME Group Inc
Chicago Board of Options

APPENDIX 3

INVESTMENT AND BORROWING POWERS OF THE COMPANY

1. **General**

The Scheme Property of a Sub-fund will be invested with the aim of achieving the investment objective of that Sub-fund but subject to the limits set out in the Sub-fund's investment policy, this Prospectus and the limits set out in Chapter 8 of the COLL Sourcebook ("**COLL 8**") that are applicable to qualified investor schemes. These limits apply to each Sub-fund separately as summarised below.

Normally, a Sub-fund will be fully invested save for an amount to enable redemption of Shares, efficient management of a Sub-fund in relation to its strategic objective and other purposes which may be reasonably regarded as ancillary to the investment objectives of the Sub-funds.

The investment policy of a Sub-fund may mean that at times, where it is considered appropriate, the property of a Sub-fund will not be fully invested and that prudent levels of liquidity will be maintained.

1.1 **Investment powers: general**

The Scheme Property may, subject to the rules in COLL 8, comprise any assets or investments to which it is dedicated.

- (a) The instrument constituting the Company and this prospectus may further restrict:
 - (i) the kinds of assets in which the Scheme Property may be invested;
 - (ii) the types of transactions permitted and any relevant limits; and
 - (iii) the borrowing powers of the Sub-funds.

1.2 **Prudent spread of risk**

The ACD must ensure that, taking account of the investment objectives and policy of a Sub-fund, the property of a Sub-fund aims to provide a prudent spread of risk.

1.3 **Qualified investor schemes: general**

Subject to the investment objective and policy of a Sub-fund, the Scheme Property must, except where otherwise provided by COLL 8, consist only of any specified investment:

- 1.3.1 any specified investment within the following articles of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001(SI 2001/544):
 - (a) article 74 (Deposits);
 - (b) article 75 (Contracts of insurance);
 - (c) article 76 (Shares etc.);
 - (d) article 77 (Instruments creating or acknowledging indebtedness);
 - (e) article 77a (alternative finance investment bonds);
 - (f) article 78 (Government and public securities);
 - (g) article 79 (Instruments giving entitlement to investments);
 - (h) article 80 (Certificate representing certain securities);
 - (i) article 81 (Units in a collective investment scheme);

- (j) article 82 (Rights under a Pension Scheme);
 - (k) article 82A (Greenhouse gas emissions allowances);
 - (l) article 83 (Options);
 - (m) article 84 (Futures);
 - (n) article 85 (Contracts for differences);
 - (o) article 86 (Lloyds syndicate capacity and syndicate membership);
 - (p) article 89 (Rights to or interests in investments) where the right or interest relates to a specified investment within 1.3(A);
- 1.3.2 any interest in an immovable under COLL 8.4.11R;
- 1.3.3 precious metals; or
- 1.3.4 a commodity contract traded on a Recognised Investment Exchange or a recognised overseas investment exchange.
- 2. Investment in collective investment scheme**
- 2.1 A Sub-fund may invest up to 100% in units of one or more collective investment schemes (each a "Second Scheme") provided that such investment is permitted under each of paragraphs 2.2 to 2.4.
- 2.2 A Second Scheme must be:
- 2.2.1 a regulated collective investment scheme which is:
- (a) Otherwise an unregulated collective investment scheme not within (a) where the ACD has taken reasonable care to determine that:
 - (i) it is the subject of an independent annual audit conducted in accordance with international standards on auditing;
 - (ii) the calculation of the net asset value of each of the Second Schemes and the maintenance of their accounting records is segregated from the investment management function;
 - (iii) (unless it is a master scheme to whose units the relevant qualified investor scheme is dedicated) it is prohibited from investing more than 15% of its value in units of schemes or, if there is no such prohibition, the qualified investor scheme's authorised Sub-fund manager is satisfied, on reasonable grounds and after making all reasonable enquiries, that no such investment will be made; and
 - (iv) it operates in accordance with the principle of risk spreading as described in COLL 8.4.2 R.
- 2.3 A Sub-fund must not invest more than 20% in value of the Scheme Property in units in Second Schemes which are unregulated schemes or qualified investor schemes unless the ACD has carried out appropriate due diligence on each of the second schemes and has taken reasonable care to determine that, after making all reasonable enquiries and on reasonable grounds, the Second Scheme complies with relevant legal and regulatory requirements.
- 2.4 In respect of each Sub-fund with more than 20% in value of the Scheme Property invested in one or more Second Schemes which are unregulated schemes or qualified investor schemes, the ACD must carry out appropriate due diligence on those schemes on an ongoing basis.

- 2.5 In the event that the Sub-fund invests in another collective investment scheme which is an umbrella (a “Second Scheme”), the investment restrictions in COLL 8.4.5 R apply to each Sub-fund as if it were a separate scheme.
- 2.5.1 The guidance at COLL 5.7.11 G applies to the ACD carrying out due diligence for the purpose of COLL 8.4.5 R, as if that guidance related to COLL 8.4.5 R.
- 2.5.2 Where COLL 5.7.11G (10) refers to COLL 6.3 (Valuation and pricing), that reference should be read as if it were a reference to COLL 8.5.9 R (Valuation, pricing and dealing).
- 2.5.3 In addition to the guidance at COLL 5.7.11 G the ACD should, as part of its due diligence process, consider whether the property of each of the Second Schemes is held in safekeeping by a third party, which is subject to prudential regulation and independent of the investment manager of the Second Scheme and, if not, what controls over the property of the Second Scheme are in place to protect investors.
- 2.6 The Sub-fund may, subject to the limit set out in 2.1 above, invest in collective investment schemes managed or operated by, or whose authorised corporate director is, the AIFM or one of its associates.
- 3. Derivatives and Commodities**
- 3.1 A transaction in derivatives commodities or a forward transaction may be entered into only if the maximum exposure, in terms of the principal or notional principal created by the transaction to which the Sub-fund is or may be committed by another person is covered globally as described below.
- 3.2 Exposure is covered globally if adequate cover from within the property of the Sub-fund is available to meet the Sub-fund’s total exposure taking into account any reasonable foreseeable market movement.
- 3.3 The Sub-fund’s total exposure relating to derivatives may not exceed net value of the property of the Sub-fund.
- 3.4 The ACD must take reasonable care to determine the following when entering into any transaction in derivatives or any commodity contract which may result in any asset becoming part of the Scheme Property:
- 3.4.1 if it is an asset in which the Scheme Property could be invested, that the transaction:
- (i) can be readily closed out; or
- (ii) would at the expected time of delivery relate to an asset which could be included in the Scheme Property under the rules in this Appendix; or
- 3.4.2 in any other case that the transaction can be readily closed out.
- 3.5 The ACD may acquire an asset within 3.4 if its determination has proved incorrect and if it determines that acquisition is in the interests of the Shareholders, provided it has the consent of the Depositary.
- 3.6 Any asset within 3.4 acquired in accordance with 3.5 may form part of the Scheme Property despite any other rule in COLL 8 until the position can be rectified.
- 3.7 No element of cover may be used more than once.
- 4. Valuation of OTC derivatives**
- 4.1 The AIFM will be required to take reasonable care to determine that, throughout the life of the derivative the AIFM will be able to value the relevant investment with reasonable accuracy:
- 4.1.1 on the basis of the pricing model;

4.1.2 on some other reliable basis reflecting an up-to-date market value, which has been agreed between the AIFM and the Depositary.

5. **Borrowing powers**

- 5.1 The Company may borrow money for the use of a Sub-fund on terms that the borrowing is to be repayable out of the Scheme Property. It is not currently intended that the Company will borrow money for the use of the Sub-fund.
- 5.2 The ACD must ensure that the Company's borrowing does not, on any day, exceed 100% of its Net Asset Value and must take reasonable care to ensure that arrangements are in place that will enable borrowings to be closed out to ensure such compliance. Investors should note that the Company operates a guideline, as disclosed in Appendix I, on the maximum borrowing at 30% of NAV.
- 5.3 In this Appendix "borrowing" also includes any arrangement (including a combination of derivatives) designed to achieve a temporary injection of money into the Scheme Property in the expectation that the sum will be repaid.
- 5.4 Where the limit in 5.2 is breached, the ACD must take action in accordance with the principles set out in COLL 8.5.3 R (3) to COLL 8.5.3 R (5), to deal with that breach.

6. **Immovable Property**

- 6.1 The following limits apply in respect of immovables:
- 6.1.1 the amount secured by mortgages over any immovable must not exceed 100% of the latest valuation by an appropriate valuer;
- 6.1.2 no option may be granted to a person to buy or obtain an interest in any immovable comprised in the Scheme Property if this might unduly prejudice the ability to provide redemption; and
- 6.1.3 the total of all premiums paid for options to purchase immovables must not exceed 10% of the Company value in any 12 month period, calculated at the date of the granting of the option.

7. **Closed end Sub-funds constituting transferable securities**

- 7.1 A unit in a closed end Sub-fund shall be taken to be a transferable security for the purposes of investment by the Sub-fund, provided it fulfills the criteria for transferable securities set out in paragraph 1 (investment in transferable securities), and either:
- 7.1.1 where the closed end Sub-fund is constituted as an investment company or a unit trust:
- (a) it is subject to corporate governance mechanisms applied to companies; and
 - (b) where another person carries out asset management activity on its behalf, that person is subject to national regulation for the purpose of investor protection; or
- 7.1.2 where the closed end Sub-fund is constituted under the law of contract:
- (a) it is subject to corporate governance mechanisms equivalent to those applied to companies; and
 - (b) it is managed by a person who is subject to national regulation for the purpose of investor protection.

8. Cash and near cash

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

8.1.1 the pursuit of a Sub-fund's investment objectives; or

8.1.2 redemption of Shares; or

8.1.3 efficient management of a Sub-fund in accordance with its investment objectives; or

8.1.4 other purposes which may reasonably be regarded as ancillary to the investment objectives of the Sub-fund.

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

APPENDIX 4**LIST OF OTHER AUTHORISED COLLECTIVE INVESTMENT SCHEMES OPERATED BY THE ACD**

The ACD acts as Authorised Corporate Director (ACD), Alternative Investment Fund Manager (AIFM) or Manager of the following Investment Funds:

MI Activus Wealth Funds
MI Bespoke Funds ICVC
MI Brewin Dolphin Investment Funds
MI Brewin Dolphin Voyager Funds
MI Brompton UK Recovery Unit Trust
MI Canaccord Genuity Investment Funds
MI Charles Stanley Investment Funds
MI Charles Stanley Investment Funds II
MI Chelverton Equity Fund
MI Hawksmoor Open-Ended Investment Company
MI Metropolis Valuefund
MI Quilter Cheviot Investment Funds
MI Somerset Asia Income Fund
MI Somerset Capital Management Investment Funds ICVC
MI Thornbridge Investment Funds
MI TwentyFour Investment Funds
TwentyFour Income Fund
TwentyFour Select Monthly Income Fund

APPENDIX 5
PAST PERFORMANCE

MI Sonoma Investment Fund	Year to 31/12/2023	Year to 31/12/2022	Year to 31/12/2021	Year to 31/12/2020	Year to 31/12/2019
Class A Accumulation Shares	8.2	-15.0	10.8	14.6	4.9*
Class F Accumulation Shares	8.5	-14.7	10.8	14.8	5.0*
UK Consumer Price Index plus 5%†	8.3	15.1	10.7	5.7	5.5*

* 30 June 2019 to 31 December 2019.

Source: Financial Express – Percentage annual performance

† Source: Office for National Statistics – Percentage change over 12 months

Note: Past performance should not be taken as a guide to the future. The value of investments and income from them can go down as well as up and investors may not get back the amount originally invested.

Target Market for MiFID II

Type of clients: professional clients well informed and eligible counterparties (subject to the applicable legal and regulatory requirements in the relevant jurisdiction).

Clients' knowledge and experience: investors with at least basic knowledge and experience of funds which are to be managed in accordance with a specific investment objective and policy.

Clients' financial situation with a focus on ability to bear losses: Investors must be prepared to accept fluctuations in the value of capital including capital loss and accept the risks of investing in equity markets, including having the ability to bear 100% capital loss.

Clients' risk tolerance and compatibility of risk/reward profile of the product with the target market: due to the volatility of markets and specific risks of investing in shares in a fund (including those set out in the risk warnings in this Prospectus), investors should have a high risk tolerance. They should be willing to accept price fluctuations in exchange for the opportunity of higher returns.

Clients' objectives and needs: investors should be seeking to invest for the medium to long term who wish to gain access to a portfolio managed in accordance with the specific investment objective and policy of the Sub-fund.

Clients' who should not invest: shares in the Company is deemed incompatible for investors which:

are looking for full capital protection or full repayment of the amount invested and clients who want a guaranteed return (whether income or capital);

are fully risk averse/have no risk tolerance;

need a fully guaranteed income of fully predictable return profile.

Distribution channel: This product is eligible for all distribution channels (e.g. investment advice, portfolio management, non-advised sales and pure execution services).

Best Execution:

The ACD's order execution policy sets out the factors which the ACD expects the Investment Manager to consider when effecting transactions and placing orders in relation to the Company.

This policy has been developed in accordance with the ACD's obligations under the Regulations to obtain the best possible result for the Company. Details of the order execution policy are available on the ACD's website at www.fundrock.com.

APPENDIX 6
SUBCUSTODIAN DELEGATE INFORMATION

April 2023		
Jurisdiction	Sub-custodian	Sub-custodian Delegate
Argentina	Citibank N.A., Buenos Aires Branch	
Australia	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Australia Limited
Austria	UniCredit Bank Austria AG	
Bahrain	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited
Bangladesh	Standard Chartered Bank	
Belgium	The Northern Trust Company	
Bosnia and Herzegovina (Federation of Bosnia-Herzegovina)	Raiffeisen Bank International AG	Raiffeisen Bank Bosnia DD BiH
Bosnia and Herzegovina (Republic of Srpska)	Raiffeisen Bank International AG	Raiffeisen Bank Bosnia DD BiH
Botswana	Standard Chartered Bank Botswana Limited	
Brazil	Citibank N.A., Brazilian Branch	Citibank Distribuidora de Titulos e Valores Mobiliarios S.A ("DTVM")
Bulgaria	Citibank Europe plc, Bulgaria Branch	
CD's - USD	Deutsche Bank AG, London Branch	

CD's - USD	The Northern Trust Company, Canada	
Canada	Royal Bank of Canada	
Chile	Citibank N.A.	Banco de Chile
China A Share	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (China) Company Limited
China A Share	Bank of Communications Co., Ltd	
China A Share	China Construction Bank Corporation	
China A Share	Deutsche Bank (China) Co., Ltd., Shanghai Branch	
China A Share	Industrial and Commercial Bank of China Limited	
China A Share	Standard Chartered Bank (China) Limited	
China B Share	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (China) Company Limited
China B Share	Citibank N.A., Hong Kong Branch	
Clearstream	Clearstream Banking S.A.,	
Colombia	Cititrust Columbia S.A. Sociedad Fiduciaria	
Costa Rica	Banco Nacional de Costa Rica	
Croatia	UniCredit Bank Austria AG	Zagrebacka Banka d.d.

Cyprus	Citibank Europe PLC	
Czech Republic	UniCredit Bank Czech Republic and Slovenia, a.s.	
Denmark	Skandinaviska Enskilda Banken AB (publ)	
Egypt	Citibank N.A., Cairo Branch	
Egypt	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Egypt SAE
Estonia	Swedbank AS	
Finland	Skandinaviska Enskilda Banken AB (publ)	
France	The Northern Trust Company	
Germany	The Northern Trust Company	
Ghana	Standard Chartered Bank Ghana Limited	
Greece	Citibank Europe PLC	
Hong Kong	The Hongkong and Shanghai Banking Corporation Limited	
Hong Kong (Stock and Bond Connect)	The Hongkong and Shanghai Banking Corporation Limited	
Hungary	Citibank Europe plc.	
Iceland	Landsbankinn hf.	

India	Citibank N.A.	
India	The Hongkong and Shanghai Banking Corporation Limited	
Indonesia	Standard Chartered Bank	
Ireland	The Northern Trust Company, London	
Israel	Citibank, N.A., Israel Branch	
Italy	Citibank Europe plc	
Japan	The Hongkong and Shanghai Banking Corporation Limited	
Jordan	Bank of Jordan Plc	
Kazakhstan	Citibank Kazakhstan JSC	
Kenya	Standard Chartered Bank Kenya Limited	
Kuwait	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited
Latvia	Swedbank AS	
Lithuania	AB SEB bankas	
Luxembourg	Euroclear Bank S.A./N.V.	
Malaysia	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Malaysia Berhad

Mauritius	The Hongkong and Shanghai Banking Corporation Limited	
Mexico	Banco Nacional de Mexico S.A. integrante del Grupo Financiero Banamex	
Morocco	Société Générale Marocaine de Banques	
Namibia	Standard Bank Namibia Ltd	
Netherlands	The Northern Trust Company	
New Zealand	The Hongkong and Shanghai Banking Corporation Limited	
Nigeria	Stanbic IBTC Bank Plc	
Norway	Skandinaviska Enskilda Banken AB (publ)	
Oman	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Oman S.A.O.G
Pakistan	Citibank N.A., Karachi Branch	
Panama	Citibank N.A., Panama Branch	
Peru	Citibank del Peru S.A.	
Philippines	The Hongkong and Shanghai Banking Corporation Limited	
Poland	Bank Handlowy w Warszawie S.A	
Portugal	BNP Paribas SA	

Qatar	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited
Romania	Citibank Europe PLC	
Russia	AO Citibank	
Saudi Arabia	The Northern Trust Company of Saudi Arabia	
Saudi Arabia	The Hongkong and Shanghai Banking Corporation Limited	HSBC Saudi Arabia
Serbia	UniCredit Bank Austria A.G.	UniCredit Bank Serbia JSC
Singapore	The Hongkong and Shanghai Banking Corporation Limited	
Slovakia	Citibank Europe PLC	
Slovenia	UniCredit Banka Slovenija d.d.	
South Africa	The Standard Bank of South Africa Limited	
South Korea	The Hongkong and Shanghai Banking Corporation Limited	
Spain	Citibank Europe plc	
Sri Lanka	Standard Chartered Bank	
Sweden	Skandinaviska Enskilda Banken AB (publ)	
Switzerland	Credit Suisse (Switzerland) Ltd	

Taiwan	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (Taiwan) Limited
Taiwan	Citibank Taiwan Limited	
Taiwan	JPMorgan Chase Bank N.A.	
Tanzania	Standard Chartered Bank (Mauritius) Limited	Standard Chartered Bank Tanzania Limited
Thailand	Citibank N.A., Bangkok Branch	
Tunisia	Union Internationale de Banques	
Turkey	Citibank A.S.	
United Arab Emirates (ADX)	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
United Arab Emirates (DFM)	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
United Arab Emirates (NASDAQ)	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank Middle East Limited (DIFC) Branch
United Arab Emirates	First Abu Dhabi Bank PJSC	
Uganda	Standard Chartered Bank Uganda Limited	
Ukraine (Market suspended)	JSC "Citibank"	
United Kingdom	Euroclear UK & International Limited (Northern Trust self-custody)	
United States	The Northern Trust Company	

Uruguay	Banco Itau Uruguay S.A.	
Vietnam	The Hongkong and Shanghai Banking Corporation Limited	HSBC Bank (Vietnam) Ltd
Vietnam	Citibank N.A., - Hanoi Branch	
West Africa (UEMOA)	Standard Chartered Bank (Mauritius) Limited	Standard Chartered Bank Cote d'Ivoire SA
Zambia	Standard Chartered Bank Zambia PLC	
Zimbabwe	The Standard Bank of South Africa Limited	Standard Chartered Bank Zimbabwe Limited

APPENDIX 7**DIRECTORY****The Company and Head Office:**

MI Sonoma Partners Funds
Hamilton Centre
Rodney Way
Chelmsford
Essex
CM1 3BY

Administrator:

Apex Fundrock Ltd
Hamilton Centre
Rodney Way
Chelmsford
Essex
CM1 3BY

Authorised Corporate Director:

Apex Fundrock Ltd
Hamilton Centre
Rodney Way
Chelmsford
Essex
CM1 3BY

Depository:

Northern Trust Investor Services Limited
50 Bank Street
Canary Wharf
London
E14 5NT

Custodian:

The Northern Trust Company, London Branch
50 Bank Street
London
E14 5NT

Investment Manager:

Sonoma Partners Ltd
16 Milbourne Lane
Esher
Surrey
KT10 9DX

Registrar:

Apex Fundrock Ltd
Hamilton Centre
Rodney Way
Chelmsford
Essex
CM1 3BY

Auditors:

Grant Thornton UK LLP
30 Finsbury Square
London
EC2A 1AG