

**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the action you should take, you are recommended to seek your own financial advice immediately from an independent financial adviser who is authorised under the Financial Services and Markets Act 2000 (as amended) ("FSMA") if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are in a territory outside the United Kingdom.**

This document, which comprises a prospectus relating to Odyssean Investment Trust PLC (the "**Company**") prepared in accordance with the Prospectus Rules has been approved by the Financial Conduct Authority (the "**FCA**") and has been delivered to the FCA in accordance with Rule 3.2 of the Prospectus Rules. This document has been made available to the public as required by the Prospectus Rules.

Applications will be made to the UK Listing Authority and the London Stock Exchange for all of the Ordinary Shares (issued and to be issued in connection with the Initial Issue) to be admitted to the premium listing segment of the Official List and to trading on the London Stock Exchange's Main Market for listed securities. Applications will be made for all of the Shares of the Company issued pursuant to each Subsequent Placing under the Placing Programme to be admitted to the premium listing segment of the Official List and to trading on the London Stock Exchange's Main Market for listed securities. It is expected that Initial Admission of the Ordinary Shares (issued and to be issued under the Initial Issue) will become effective and that dealings will commence in the Ordinary Shares at 8.00 a.m. on 1 May 2018. It is expected that Admissions pursuant to Subsequent Placings under the Placing Programme will become effective and dealings will commence between 2 May 2018 and 25 March 2019. No application has been made or is currently intended to be made for the Shares to be admitted to listing or trading on any other stock exchange.

The Company and each of the Directors, whose names appear on page 33 of this document, accept responsibility for the information contained in this document. To the best of the knowledge and belief of the Company and the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

**Prospective investors should read the entire document and, in particular, the section headed "Risk Factors" on pages 17 to 25 of this document when considering an investment in the Company.**

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# Odyssean Investment Trust PLC

*(Incorporated in England and Wales with registered number 11121934 and registered as an investment company under section 833 of the Companies Act)*

**Initial Placing and Offer for Subscription for up to 100 million Ordinary Shares  
at 100 pence per Ordinary Share**

**Placing Programme for Ordinary Shares and/or C Shares**

**Admission to the premium listing segment of the Official List of the UK Listing Authority  
and to trading on the London Stock Exchange's Main Market for listed securities**

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***Portfolio Manager***  
**ODYSSEAN CAPITAL LLP**

***Sponsor, Financial Adviser and Bookrunner***  
**WINTERFLOOD SECURITIES LIMITED**

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Winterflood Securities Limited ("**Winterflood Securities**"), which is authorised and regulated in the United Kingdom by the FCA, is acting exclusively for the Company and for no one else in relation to Admission of any Shares, the Initial Issue, the Placing Programme and the other arrangements referred to in this document. Winterflood Securities will not regard any other person (whether or not a recipient of this document) as its client in relation to Admission of any Shares, the Initial Issue, the Placing Programme and the other arrangements referred to in this document and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or for providing any advice in relation to Admission of any Shares, the Initial Issue, the Placing Programme, the contents of this document or any transaction or arrangement referred to in this document.

Apart from the responsibilities and liabilities, if any, which may be imposed on Winterflood Securities by FSMA or the regulatory regime established thereunder, Winterflood Securities does not make any representation, express or implied, in relation to, nor accepts any responsibility whatsoever for, the contents of this document or any other statement made or purported to be made by it or on its behalf in connection with the Company, the Shares, Admission of any Shares, the Initial Issue or the Placing Programme. Winterflood Securities (and its affiliates) accordingly, to the fullest extent permissible by law, disclaims all and any responsibility or liability, whether arising in tort, contract or otherwise which it might otherwise have in respect of the contents of this document or any other statement made or purported to be made by it or on its behalf in connection with the Company, the Shares, Admission of any Shares, the Initial Issue or the Placing Programme.

The Offer for Subscription will remain open until 1.00 p.m. on 24 April 2018 and the Initial Placing will remain open until 2.00 p.m. on 25 April 2018. Persons wishing to participate in the Offer for Subscription should complete the Application Form set out in the Appendix to this document. To be valid, Application Forms must be completed and returned with the appropriate remittance by post or by hand (during business hours only) to Equiniti Limited, Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA so as to be received no later than 1.00 p.m. on 24 April 2018.

Investors should rely only on the information contained in this document. No person has been authorised to give any information or make any representations in relation to the Company other than those contained in this document and, if given or made, such information or representations must not be relied upon as having been so authorised by the Company, the Portfolio Manager or Winterflood Securities. Without prejudice to the Company's obligations under the Prospectus Rules, neither the delivery of this document nor any subscription for or purchase of Shares pursuant to the Initial Issue and/or the Placing Programme, under any circumstances, creates any implication that there has been no change in the affairs of the Company since, or that the information contained herein is correct at any time subsequent to, the date of this document.

Winterflood Securities and its affiliates may have engaged in transactions with, and provided various investment banking, financial advisory and other services for, the Company and/or the Portfolio Manager, for which they would have received customary fees. Winterflood Securities and its affiliates may provide such services to the Company and/or the Portfolio Manager and any of their respective affiliates in the future.

In connection with the Initial Issue and/or Subsequent Placings, Winterflood Securities and any of its affiliates, acting as investors for its or their own accounts, may subscribe for or purchase Shares and in that capacity may retain, purchase, sell, offer to sell or otherwise deal for its or their own account(s) in the Shares and other securities of the Company or related investments in connection with the Initial Issue and/or Subsequent Placings or otherwise. Accordingly, references in this document to Shares being issued, offered, acquired, subscribed or otherwise dealt with, should be read as including any issue or offer to, acquisition of, or subscription or dealing by Winterflood Securities and any of its affiliates acting as an investor for its or their own account(s).

Neither Winterflood Securities nor any of its affiliates intends to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so. In addition, Winterflood Securities may enter into financing arrangements with investors, such as share swap arrangements or lending arrangements in connection with which Winterflood Securities may from time to time acquire, hold or dispose of shareholdings in the Company.

The contents of this document are not to be construed as legal, financial, business, investment or tax advice. Investors should consult their own legal adviser, financial adviser or tax adviser for legal, financial, business, investment or tax advice. Investors must inform themselves as to: (a) the legal requirements within their own countries for the purchase, holding, transfer, redemption or other disposal of Shares; (b) any foreign exchange restrictions applicable to the purchase, holding, transfer, redemption or other disposal of Shares which they might encounter; and (c) the income and other tax consequences which may apply in their own countries as a result of the purchase, holding, transfer, redemption or other disposal of Shares. Investors must rely on their own representatives, including their own legal advisers and accountants, as to legal, financial, business, investment, tax, or any other related matters concerning the Company and an investment therein. None of the Company, the Portfolio Manager or Winterflood Securities nor any of their respective representatives is making any representation to any offeree or purchaser of Shares regarding the legality of an investment in the Shares by such offeree or purchaser under the laws applicable to such offeree or purchaser.

This document may not be used for the purpose of, and does not constitute, an offer or solicitation by anyone in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or not authorised or to any person to whom it is unlawful to make such offer or solicitation.

This document is not being sent to investors with registered addresses in the United States, Canada, Australia, the Republic of South Africa, New Zealand or Japan, and does not constitute an offer to sell, or the solicitation of an offer to buy, Shares in any jurisdiction in which such offer or solicitation is unlawful. In particular, this document is not for release, publication or distribution in or into the United States, Canada, Australia, the Republic of South Africa, New Zealand or Japan.

### **Notice to overseas investors**

The offer and sale of the Shares have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the **“U.S. Securities Act”**) or under the securities laws of any state or other jurisdiction of the United States or under the applicable securities laws of Canada, Australia, the Republic of South Africa, New Zealand or Japan. The Shares may not be offered, sold, delivered or distributed, directly or indirectly, in, into or within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act, **“U.S. Persons”**) or to any national, resident or citizen of Canada, Australia, the Republic of South Africa, New Zealand or Japan.

In addition, the Company has not been, and will not be, registered under the U.S. Investment Company Act of 1940, as amended (the **“Investment Company Act”**) and, as such, investors will not be entitled to the benefits of the Investment Company Act. No offer, purchase, sale or transfer of the Shares may be made except under circumstances which will not result in the Company being required to register as an investment company under the Investment Company Act.

In connection with the Initial Issue and/or Subsequent Placings, Shares will be offered and sold only outside the United States to, and for the account or benefit of, non-US persons in “offshore transactions” within the meaning of, and in reliance on, Regulation S under the Securities Act. The Shares may be resold or transferred only in accordance with the restrictions referred to in this document.

Until 40 days after the commencement of the Initial Issue or any Subsequent Placing (as the case may be), an offer or sale of the Shares within the United States by any dealer (whether or not participating in the Initial Issue) may violate the registration requirements of the Securities Act.

### **For the attention of Guernsey residents**

This document has not been approved or authorised by the Guernsey Financial Services Commission for circulation in Guernsey and may not be distributed or circulated directly or indirectly to any persons in the Bailiwick of Guernsey other than: (i) by a person licensed to do so under the terms of the Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended; or (ii) to those persons regulated by the Guernsey Financial Services Commission as licensees under the Protection of Investors (Bailiwick of Guernsey) Law, 1987, as amended, the Banking Supervision (Bailiwick of Guernsey) Law, 1994, the Insurance Business (Bailiwick of Guernsey) Law, 2002 or the Regulation of Fiduciaries, Administration Business and Company Directors etc. (Bailiwick of Guernsey) Law, 2000. The Guernsey Financial Services Commission does not vouch for the financial soundness of any subscription for Shares or for the correctness of any statements made or opinions expressed with regard to it.

### **For the attention of Jersey residents**

This document does not purport to provide investment advice and shall not be construed as giving advice on the merits or suitability of the subscription or purchase of the Shares. This document is not subject to and has not received approval from either the Jersey Financial Services Commission or the Registrar of Companies in Jersey and no statement to the contrary, explicit or implicit, is authorised to be made in this regard. The Shares being offered may be offered or sold in Jersey only in compliance with the provisions of the Control of Borrowing (Jersey) Order 1958 (**“COBO”**).

### **For the attention of Isle of Man residents**

This document has not been approved or reviewed by the Isle of Man Financial Services Authority or any other governmental or regulatory authority in the Isle of Man. The Initial Placing and any Subsequent Placings are available, and may be made, in the Isle of Man and this document is being provided in connection with the Initial Placing in the Isle of Man only to persons: (a) licensed under the Isle of Man Financial Services Act 2008; or (b) falling within exclusion 2(r) of the Isle of Man Regulated Activities Order 2011 (as amended); or (c) whose ordinary business activities involve them in acquiring, holding, managing or disposing of shares or debentures (as principal or agent), for the purposes of their business.

In relation to each member state in the EEA that has implemented the AIFM Directive, no Shares have been or will be directly or indirectly offered to or placed with investors in that member state at the initiative of or on behalf of the Company other than in accordance with methods permitted in that member state.

Copies of this document will be available on the Company's website ([www.oitplc.com](http://www.oitplc.com)) and the National Storage Mechanism of the FCA at [www.morningstar.co.uk/uk/nsm](http://www.morningstar.co.uk/uk/nsm) and hard copies of the document can be obtained free of charge from the Company Secretary.

Dated: 26 March 2018

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## SUMMARY

Summaries are made up of disclosure requirements known as “Elements”. These elements are numbered in Sections A – E (A.1 – E.7). This summary contains all the Elements required to be included in a summary for this type of securities and issuer. Some Elements are not required to be addressed which means there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted into the summary because of the type of securities and issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of “Not applicable”.

Section A – Introductions and Warnings												
Element	Disclosure requirement	Disclosure										
A.1	Warning	This summary should be read as an introduction to this document. Any decision to invest in Shares should be based on consideration of this document as a whole by the investor. Where a claim relating to the information contained in this document is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating this document before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this document or it does not provide, when read together with the other parts of this document, key information in order to aid investors when considering whether to invest in such securities.										
A.2	Subsequent resale or final placement of securities through financial intermediaries	<p>The Company consents to the use of this document by financial intermediaries in connection with the subsequent resale or final placement of securities by financial intermediaries.</p> <p>The offer period within which any subsequent resale or final placement of securities by financial intermediaries can be made and for which consent to use this document is given commences on 26 March 2018 and closes at 1.00 p.m. on 24 April 2018.</p> <p><b>Information on the terms and conditions of any subsequent resale or final placement of securities by any financial intermediary is to be provided at the time of the offer by the financial intermediary.</b></p>										
Section B – Issuer												
Element	Disclosure Requirement	Disclosure										
B.1	Legal and commercial name	Odyssean Investment Trust PLC										
B.2	Domicile and legal form	The Company was incorporated in England and Wales on 21 December 2017 with registered number 11121934 as a public company limited by shares under the Companies Act. The principal legislation under which the Company operates is the Companies Act.										
B.5	Group description	Not applicable. The Company is not part of a group.										
B.6	Major shareholders	<p>The Directors intend to subscribe for the following Ordinary Shares pursuant to the Initial Issue:</p> <table><tr><th colspan="2">Ordinary Shares</th></tr><tr><td>Jane Tufnell</td><td>500,000</td></tr><tr><td>Richard King</td><td>30,000</td></tr><tr><td>Peter Hewitt</td><td>30,000</td></tr><tr><td>Arabella Cecil</td><td>100,000</td></tr></table>	Ordinary Shares		Jane Tufnell	500,000	Richard King	30,000	Peter Hewitt	30,000	Arabella Cecil	100,000
Ordinary Shares												
Jane Tufnell	500,000											
Richard King	30,000											
Peter Hewitt	30,000											
Arabella Cecil	100,000											

		<p>NASCIT, a self-managed investment company affiliated with Harwood Capital, intends to subscribe for 13,400,000 Ordinary Shares pursuant to the Initial Issue. Ian Armitage, Chairman of the Portfolio Manager, intends to subscribe for 6,600,000 Ordinary Shares pursuant to the Initial Issue. In addition, Stuart Widdowson and his connected parties intend to subscribe for at least 1,200,000 Ordinary Shares pursuant to the Initial Issue. In the event that the Company issues its target of 100,000,000 Ordinary Shares pursuant to the Initial Issue and the Concert Party subscribes for 21,200,000 Ordinary Shares, the aggregate holding of the Concert Party would represent 21.2 per cent. of the issued share capital of the Company. In the event that fewer than 100,000,000 Ordinary Shares are issued, the aggregate total subscription by the Concert Party will be limited to less than 30 per cent. of the issued share capital, other than with the prior approval of the Board and Winterflood Securities.</p> <p>The Directors believe that these proposed investments in the Company strongly align the interests of the Portfolio Manager with Shareholders.</p> <p>As at 23 March 2018 (the latest practicable date prior to the publication of this document) insofar as known to the Company, there are no parties known to have a notifiable interest under English law in the Company's capital or voting rights.</p> <p>All Shareholders have the same voting rights in respect of the share capital of the Company.</p> <p>Pending the allotment of Ordinary Shares pursuant to the Initial Issue, the Company is controlled by Harwood Capital. The Company and the Directors are not aware of any other person who, directly or indirectly, jointly or severally, exercises or could exercise control over the Company.</p>
<b>B.7</b>	Key financial information	Not applicable. No key financial information is included in this document as the Company is yet to commence operations.
<b>B.8</b>	Key <i>pro forma</i> financial information	Not applicable. No <i>pro forma</i> financial information is included in this document.
<b>B.9</b>	Profit forecast	Not applicable. No profit forecast or estimate is included in this document.
<b>B.10</b>	Description of the nature of any qualifications in the audit report on the historical financial information	Not applicable. There are no audit reports in this document.
<b>B.11</b>	Qualified working capital	Not applicable. The Company is of the opinion that, on the basis that the Minimum Net Proceeds are raised, the working capital available to it is sufficient for its present requirements, that is, for at least the next 12 months from the date of this document.
<b>B.34</b>	Investment policy	<p><b><i>Investment Objective</i></b></p> <p>The investment objective of the Company is to achieve attractive total returns per share principally through capital growth over a long term period.</p> <p><b><i>Investment Policy</i></b></p> <p>The Company will primarily invest in smaller company equities quoted on markets operated by the London Stock Exchange, where the Portfolio Manager believes the securities are trading below intrinsic value and where this value can be increased through strategic, operational, management and/or financial initiatives. Where the Company owns an influencing stake, it will engage with other stakeholders to help improve value. The Company may, at times, invest in securities quoted on other recognised exchanges and/or unquoted securities.</p>

		<p>It is expected that the majority of the Portfolio by value will be invested in companies too small to be considered for inclusion in the FTSE 250 Index, although there are no specific restrictions on the market capitalisation of issuers into which the Company may invest.</p> <p>The Portfolio will typically consist of up to 25 holdings, with the top 10 holdings accounting for the majority of the Company's aggregate Net Asset Value, across a range of industries.</p> <p>The Company may hold cash in the Portfolio from time to time to maintain investment flexibility. There is no limit on the amount of cash which may be held by the Company from time to time.</p> <p><i>Investment restrictions</i></p> <ul style="list-style-type: none"> <li>• No exposure to any investee company will exceed 15 per cent. of Net Asset Value at the time of investment.</li> <li>• The Company may invest up to 20 per cent. of Gross Assets at the time of investment in unquoted securities where the issuer has its principal place of business in the UK.</li> <li>• The Company may invest up to 20 per cent. of Gross Assets at the time of investment in quoted securities not traded on the London Stock Exchange.</li> <li>• The Company will not invest more than 10 per cent., in aggregate, of Gross Assets at the time of investment in other listed closed-ended investment funds.</li> </ul> <p><i>Borrowings</i></p> <p>The Company does not intend to incur borrowings for investment purposes, although the Company may, from time to time, utilise borrowings over the short term for working capital purposes up to 10 per cent. of Net Asset Value at the time of borrowing.</p> <p><i>Derivatives and Hedging</i></p> <p>The Company will not use derivatives for investment purposes. It is expected that the Company's assets will be predominantly denominated in Sterling and, as such, the Company does not intend to engage in hedging arrangements, however, the Company may do so if the Board deems it appropriate for efficient portfolio management purposes.</p> <p><i>General</i></p> <p>Any material change to the Company's investment policy set out above will require the approval of Shareholders by way of an ordinary resolution at a general meeting and the approval of the UK Listing Authority. Non-material changes to the investment policy may be approved by the Board.</p>
<b>B.35</b>	Borrowing limits	<p>The Company does not intend to incur borrowings for investment purposes, although the Company may, from time to time, utilise borrowings over the short term for working capital purposes up to 10 per cent. of Net Asset Value at the time of borrowing.</p>
<b>B.36</b>	Regulatory status	<p>As an investment trust, the Company will not be regulated as a collective investment scheme by the FCA. However, from Initial Admission, it will be subject to the Listing Rules, Prospectus Rules and the Disclosure Guidance and Transparency Rules.</p> <p>On 9 February 2018, the Company was granted registration by the FCA as a "small registered UK AIFM" pursuant to regulation 10(2) of the AIFM Regulations on the basis that it is, and will on Initial Admission be, a small internally managed AIF.</p>
<b>B.37</b>	Typical investor	<p>The typical investors for whom an investment in the Company is appropriate are institutional investors, professionally advised private investors and non-advised private investors seeking exposure to a concentrated smaller companies portfolio with a focus on capital</p>



		<p>growth over the long term. Investors should understand the risks and merits of such an investment and have sufficient resources to bear any loss (which may equal the whole amount invested) that may result from such an investment. Such investors may wish to consult an independent financial adviser who specialises in advising on the acquisition of shares and other securities before making an investment. Any investor in the Company should understand and accept the risks inherent in the Company's investment policy.</p>
<b>B.38</b>	Investment of 20 per cent. or more in single underlying asset or investment company	No asset will constitute 20 per cent. or more of Gross Assets on Initial Admission.
<b>B.39</b>	Investment of 40 per cent. or more in single underlying asset or investment company	No asset will constitute 40 per cent. or more of Gross Assets on Initial Admission.
<b>B.40</b>	Applicant's service providers	<p><b><i>The Portfolio Manager</i></b></p> <p>The Company is internally managed for the purposes of the AIFM Directive and is its own AIFM with the Board being responsible for the Company's portfolio management and risk management functions in accordance with the AIFM Directive.</p> <p>Under the terms of the Portfolio Management Agreement, the Company has delegated discretionary portfolio management functions to the Portfolio Manager, subject to the overall supervision and control of the Board.</p> <p>Pursuant to the terms of the Portfolio Management Agreement, the Portfolio Manager is entitled, with effect from Initial Admission, to receive an annual management fee equal to the lower of: (i) 1.0 per cent. of the Net Asset Value (calculated before deduction of any accrued but unpaid management fee and any performance fee) per annum; or (ii) 1.0 per cent. per annum of the Company's market capitalisation. The annual management fee is calculated and accrues daily and is payable quarterly in arrears.</p> <p>In addition, the Portfolio Manager will be entitled to a performance fee (the "<b>Performance Fee</b>") in certain circumstances.</p> <p>The Company's performance is measured over rolling three-year periods ending on 31 March each year (each a "<b>Performance Period</b>"), by comparing the Net Asset Value total return per Ordinary Share over a Performance Period against the total return performance of the Numis Smaller Companies ex Investment Trusts plus AIM Index (the "<b>Comparator Index</b>"). The first Performance Period will run from Initial Admission to 31 March 2021.</p> <p>A Performance Fee is payable if the Net Asset Value per Ordinary Share at the end of the relevant Performance Period (as adjusted to: (i) add back the aggregate value of any dividends per Ordinary Share paid (or accounted as paid for the purposes of calculating the Net Asset Value) to Shareholders during the relevant Performance Period; and (ii) exclude any accrual for unpaid Performance Fee accrued in relation to the relevant Performance Period) (the "<b>Net Asset Value Total Return per Share</b>") exceeds both:</p> <p>(i) (a) the Net Asset Value per Ordinary Share at Initial Admission, in relation to the first Performance Period; and (b) thereafter the Net Asset Value per Ordinary Share on the first Business Day of a Performance Period; in each case as adjusted by the aggregate amount: of (i) the total return on the Comparator Index (expressed as a percentage); and (ii) 1.0 per cent. per annum over the relevant Performance Period (the "<b>Target Net Asset Value per Share</b>"); and</p>



		<p>(ii) the highest previously recorded Net Asset Value per Ordinary Share as at the end of the relevant Performance Period in respect of which a Performance Fee was last paid (or the Net Asset value per Ordinary Share as at Initial Admission, if no Performance Fee has been paid) (the “<b>High Watermark</b>”),</p> <p>with any resulting excess amount being known as the “<b>Excess Amount</b>”.</p> <p>The Portfolio Manager will be entitled to 10 per cent. of the Excess Amount multiplied by the time weighted average number of Ordinary Shares in issue during the relevant Performance Period to which the calculation date relates. The Performance Fee will accrue daily.</p> <p>Payment of a Performance Fee that has been earned will be deferred to the extent that the amount payable exceeds 1.75 per cent. per annum of the Net Asset Value at the end of the relevant Performance Period (amounts deferred will be payable when, and to the extent that, following any later Performance Period(s) with respect to which a Performance Fee is payable, it is possible to pay the deferred amounts without causing that cap to be exceeded or the relevant Net Asset Value Total Return per Share to fall below both the relevant Target Net Asset Value per Share and the relevant High Watermark for such Performance Period, with any amount not paid being retained and carried forward).</p> <p>Subject at all times to compliance with relevant regulatory and tax requirements, any Performance Fee paid or payable shall:</p> <ul style="list-style-type: none"> <li>• where as at the relevant calculation date, the Ordinary Shares are trading at, or at a premium to, the latest published Net Asset Value per Ordinary Share; be satisfied as to 50 per cent. of its value by the issuance of new Ordinary Shares by the Company to the Portfolio Manager (rounded down to the nearest whole number of Ordinary Shares) (including the reissue of treasury shares) issued at the latest published Net Asset Value per Ordinary Share applicable at the date of issuance;</li> <li>• where as at the relevant calculation date, the Ordinary Shares are trading at a discount to the latest published Net Asset Value per Ordinary Share; be satisfied as to 100 per cent. of its value in cash and the Portfolio Manager shall, as soon as reasonably practicable following receipt of such payment, use 50 per cent. of such Performance Fee payment to make market purchases of Ordinary Shares (rounded down to the nearest whole number of Ordinary Shares) within four months of the date of receipt of such Performance Fee payment,</li> </ul> <p>(in each case “<b>Restricted Shares</b>”).</p> <p>Each such tranche of Restricted Shares issued to, or acquired by, the Portfolio Manager will be subject to a lock-up undertaking for a period of three years post issuance or acquisition (subject to customary exceptions).</p> <p>At no time shall the Portfolio Manager (and/or any persons deemed to be acting in concert with it for the purposes of the Takeover Code) be obliged, in the absence of a relevant whitewash resolution having been passed in accordance with the Takeover Code, to receive, or acquire, further Ordinary Shares where to do so would trigger a requirement to make a mandatory offer pursuant to Rule 9 of the Takeover Code. Where any restriction exists on the issuance of further Ordinary Shares to the Portfolio Manager, the relevant amount of the Performance Fee may be paid in cash.</p> <p>In addition, the Portfolio Manager is entitled to reimbursement for all costs and expenses properly incurred by it in the performance of its duties under the Portfolio Management Agreement.</p> <p>The initial term of the Portfolio Management Agreement is three years commencing on the date of Initial Admission (the “<b>Initial Term</b>”). The Company may terminate the Portfolio Management Agreement by giving the Portfolio Manager not less than six months’ prior written notice such notice not to be served prior to the end of the Initial Term. The Portfolio</p>
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		<p>Manager may terminate the Portfolio Management Agreement by giving the Company not less than six months' prior written notice such notice not to be served prior to the end of the Initial Term.</p> <p><b>Administrator</b></p> <p>Link Alternative Fund Administrators Limited has been appointed to act as the administrator of the Company. The Administrator is responsible for general fund administration services (including calculation of the Net Asset Value based on the data provided by the Portfolio Manager), bookkeeping and accounts preparation.</p> <p>Under the terms of the Administration Agreement, the Administrator is entitled to an administration fee of £88,400 per annum plus an ad valorem fee of 1.5 basis points of the value of assets in excess of £250 million, in each case exclusive of any applicable VAT.</p> <p><b>Company Secretary</b></p> <p>Link Company Matters Limited has been appointed as the company secretary of the Company to provide the company secretarial functions required by the Companies Act.</p> <p>Under the terms of the Company Secretarial Services Agreement, the aggregate fees payable to the Company Secretary are expected to be approximately £51,500 per annum (exclusive of VAT).</p> <p><b>Custodian</b></p> <p>The Company has appointed RBC Investor Services Trust (UK Branch), to act as custodian of the Company's investments, cash and other assets. Under the terms of the Custody Agreement, the Custodian receives a safe-keeping fee and transaction fees which vary by market. The minimum fee payable to the Custodian is £25,000 per annum (exclusive of VAT) subject to increase in certain specified circumstances.</p> <p><b>Registrar</b></p> <p>Equiniti Limited has been appointed as the Company's Registrar pursuant to the Registrar Agreement. The Registrar is entitled to a fee calculated on the basis of the number of Shareholders and the number of transfers processed (exclusive of any VAT). The Registrar is also entitled to reimbursement of all out of pocket costs, expenses and charges properly incurred on behalf of the Company.</p> <p><b>Receiving Agent</b></p> <p>The Company has also appointed Equiniti Limited to provide receiving agent services in connection with the Offer for Subscription. The Receiving Agent shall be entitled to receive a fee from the Company of not less than £18,500 in connection with these services.</p> <p><b>Auditor</b></p> <p>KPMG LLP has been appointed auditor of the Company. The Auditor will be entitled to an annual fee from the Company, which fee will be agreed with the Board each year in advance of the Auditor commencing audit work.</p>
<b>B.41</b>	Regulatory status of the investment manager and custodian	<p>The Company is internally managed and is its own AIFM. It has not appointed an external AIFM.</p> <p>The Portfolio Manager is authorised and regulated by the FCA.</p> <p>The Custodian is authorised and regulated by the Office of the Superintendent of Financial Institutions of Canada and authorised by the Prudential Regulation Authority. The Custodian is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.</p>
<b>B.42</b>	Calculation of Net Asset Value	<p>The unaudited Net Asset Value per Ordinary Share and Net Asset Value per C Share (if relevant) will be calculated in Sterling by the Administrator on a daily basis. Such calculations will be notified daily through a Regulatory Information Service.</p>

		<p>The Directors may temporarily suspend the calculation, and publication, of the Net Asset Value per Ordinary Share and Net Asset Value per C Share (if relevant) during a period when, in the opinion of the Directors:</p> <ul style="list-style-type: none"> <li>there are political, economic, military or monetary events or any circumstances outside the control, responsibility or power of the Board, and disposal or valuation of investments of the Company or other transactions in the ordinary course of the Company's business is not reasonably practicable without this being materially detrimental to the interests of Shareholders or if, in the opinion of the Board, the Net Asset Value cannot be fairly calculated;</li> <li>there is a breakdown of the means of communication normally employed in determining the calculation of the Net Asset Value; or</li> <li>it is not reasonably practicable to determine the Net Asset Value on an accurate and timely basis.</li> </ul> <p>Any suspension in the calculation of the Net Asset Value, to the extent required under the Listing Rules, will be notified through a Regulatory Information Service as soon as practicable after any such suspension occurs.</p>
<b>B.43</b>	Cross liability	Not applicable. The Company is not an umbrella collective investment undertaking and as such there is no cross liability between classes or investment in another collective investment undertaking.
<b>B.44</b>	No financial statements have been made up	The Company has not commenced operations and no financial statements have been made up as at the date of this document.
<b>B.45</b>	Portfolio	Not applicable. The Company is newly incorporated and does not currently hold any assets.
<b>B.46</b>	Net Asset Value	Not applicable. The Company has not commenced operations.
<b>Section C – Securities</b>		
<i>Element</i>	<i>Disclosure Requirement</i>	<i>Disclosure</i>
<b>C.1</b>	Type and class of securities	<p>The Company is proposing to issue up to 100 million Ordinary Shares with a nominal value of £0.01 each at an Issue Price of 100 pence pursuant to the Initial Issue. The Company also intends to issue Ordinary Shares with a nominal value of £0.01 each and/or C Shares with a nominal value of £0.10 each pursuant to the Placing Programme.</p> <p>The ISIN of the Ordinary Shares is GB00BFFK7H57 and the SEDOL of the Ordinary Shares is BFFK7H5. The ticker for the Ordinary Shares is OIT.</p> <p>The ISIN of the C Shares is GB00BFFK7J71 and the SEDOL of the C Shares is BFFK7J7. The ticker for the C Shares is OITC.</p> <p>The LEI of the Company is 213800RWWAQJKXYHSZ74.</p>
<b>C.2</b>	Currency	The Ordinary Shares and C Shares will be denominated in Sterling.
<b>C.3</b>	Number of securities to be issued	<p>The Company is proposing to issue up to 100 million Ordinary Shares pursuant to the Initial Issue comprising of the Initial Placing and the Offer for Subscription.</p> <p>The actual number of Ordinary Shares to be issued pursuant to the Initial Issue, and therefore the Initial Gross Proceeds, are not known as at the date of this document but will be notified by the Company via a Regulatory Information Service announcement and the Company's website prior to Initial Admission.</p> <p>The Directors have authority to issue, in aggregate, up to 200 million Shares pursuant to the Initial Issue and the Placing Programme.</p>

<b>C.4</b>	Description of the rights attaching to the securities	<p>The holders of the Ordinary Shares and C Shares shall only be entitled to receive, and to participate in, any dividends declared in relation to the relevant class of Shares that they hold.</p> <p>On a winding-up or a return of capital by the Company, if there are C Shares in issue, the net assets of the Company attributable to the C Shares shall be divided <i>pro rata</i> among the holders of the C Shares. For so long as C Shares are in issue, and without prejudice to the Company's obligations under the Companies Act, the assets attributable to the C Shares shall, at all times, be separately identified and shall have allocated to them such proportion of the expenses or liabilities of the Company as the Directors fairly consider to be attributable to any C Shares in issue.</p> <p>The holders of Ordinary Shares shall be entitled to all of the Company's remaining net assets after taking into account any net assets attributable to C Shares (if any) in issue.</p> <p>The Ordinary Shares and the C Shares (if any) shall carry the right to receive notice of, attend and vote at general meetings of the Company.</p> <p>The consent of either the holders of Ordinary Shares or the holders of C Shares will be required for the variation of any rights attached to the relevant class of shares.</p>
<b>C.5</b>	Restrictions on the free transferability of the securities	There are no restrictions on the free transferability of the Shares.
<b>C.6</b>	Admission	<p>Applications will be made to the UK Listing Authority and to the London Stock Exchange for all of the Ordinary Shares (issued and to be issued in connection with the Initial Issue) to be admitted to the premium listing segment of the Official List and to trading on the London Stock Exchange's Main Market for listed securities.</p> <p>Applications will be made to the UK Listing Authority and to the London Stock Exchange for all of the Shares being issued pursuant to each Subsequent Placing under the Placing Programme to be admitted to the premium listing segment of the Official List and to trading on the London Stock Exchange's Main Market for listed securities.</p> <p>It is expected that Initial Admission will become effective, and that dealings in the Ordinary Shares will commence at 8.00 a.m. on 1 May 2018.</p> <p>It is expected that any further Admissions under Subsequent Placings will become effective and dealings will commence between 2 May 2018 and 25 March 2019.</p> <p>All Shares to be issued pursuant to a Subsequent Placing under the Placing Programme will be allotted conditionally upon the relevant Admission occurring.</p>
<b>C.7</b>	Dividend policy	<p>The Company has no stated dividend target. The Company's investment objective is one of capital growth and it is anticipated that returns for Shareholders will derive primarily from capital gains.</p> <p>However, in accordance with regulation 19 of the Investment Trust (Approved Company) (Tax) Regulations 2011, the Company will not (except to the extent permitted by those regulations) retain more than 15 per cent. of its income (as calculated for UK tax purposes) in respect of any accounting period. As such, the Company may declare a dividend from time to time.</p>
<b>C.22</b>	Information about the Shares	In the event that any C Shares are issued under the Placing Programme, the investments which are attributable to the C Shares following Conversion will be merged with the Company's existing portfolio of investments. The new Ordinary Shares arising on Conversion of the C Shares will, subject to the Articles, rank <i>pari passu</i> with the Ordinary Shares then in issue.

		<p>The Ordinary Shares carry the right to receive all dividends declared by the Company or the Directors, subject to the rights of any C Shares in issue.</p> <p>On a winding-up, provided the Company has satisfied all of its liabilities and subject to the rights conferred by any C Shares in issue at that time to participate in the winding-up, the holders of Ordinary Shares will be entitled to all of the surplus assets of the Company.</p> <p>Holders of Ordinary Shares and C Shares (if any) will be entitled to attend and vote at all general meetings of the Company and, on a poll, to one vote for each Ordinary Share or C Share held.</p> <p>The nominal value of the Ordinary Shares is £0.01 per Ordinary Share.</p> <p>The nominal value of the C Shares is £0.10 per C Share.</p> <p>The Shares will be in registered form, will be admitted to the premium listing segment of the Official List and will be traded on the London Stock Exchange's Main Market for listed securities. The Company will use its reasonable endeavours to procure that, upon Conversion, the new Ordinary Shares thereby arising are admitted to the premium listing segment of the Official List and admitted to trading on the London Stock Exchange's Main Market for listed securities.</p> <p>There are no restrictions on the free transferability of the Shares, subject to compliance with applicable securities laws.</p>
<b>Section D – Risks</b>		
<i>Element</i>	<i>Disclosure Requirement</i>	<i>Disclosure</i>
<b>D.1</b>	Key information on the key risks that are specific to the Company or its industry	<p>The key risk factors relating to the Company and its investment strategy are:</p> <ul style="list-style-type: none"> <li>• The Company has no operating results, and it will not commence operations until it has obtained funding through the Initial Issue. As the Company lacks an operating history, investors have no basis on which to evaluate the Company's ability to achieve its investment objective and provide a satisfactory investment return.</li> <li>• Whilst the Company has taken all reasonable steps to establish and maintain adequate procedures, systems and controls to enable it to comply with its obligations, the Company is reliant upon the performance of third party service providers for its executive function. In particular, the Portfolio Manager, the Company Secretary, the Administrator and the Registrar will be performing services which are integral to the operation of the Company.</li> <li>• The past performance of other investments managed or advised by the Portfolio Manager's investment professionals cannot be relied upon as an indicator of the future performance of the Company. Investor returns will be dependent upon the Company successfully pursuing its investment policy.</li> <li>• The identification and selection of investment opportunities and the management of the day-to-day activities of the Company depends on the diligence, skill, judgement and business contacts of the Portfolio Manager's investment professionals, in particular Stuart Widdowson, and the information and deal flow they generate during the normal course of their activities.</li> <li>• The Company's Portfolio is focused towards small and mid-sized companies. These companies may involve a higher degree of risk than larger sized companies. The business models of such companies may be less diversified and hence more exposed to business-specific risks and market events. The prices of such securities may be more volatile and do not necessarily reflect the value of the underlying business or the price at which the shares can be bought or sold in the secondary market.</li> <li>• The Company has no specific limits placed on its exposure to any sector. This may from time to time lead to the Company having</li> </ul>

		<p>significant exposure to investee companies from certain business sectors.</p> <ul style="list-style-type: none"> <li>• Prior to investing in a company, the Portfolio Manager will perform due diligence on the proposed investment. In doing so, it would typically rely in part on information from third parties as a part of this due diligence. To the extent that the Portfolio Manager or other third parties underestimate or fail to identify risks and liabilities associated with the investment in question, this may impact on the profitability or valuation of the investment.</li> <li>• The Company may invest in unquoted companies from time to time. Such investments, by their nature, involve a higher degree of valuation and performance uncertainties and liquidity risks than investments in listed and quoted securities and they may be more difficult to realise.</li> <li>• A proportion of the Company's Portfolio may be held in cash, depending on the Portfolio Manager's view on the market, from time to time to maintain investment flexibility and there is no limit on the size of such cash holdings. This proportion of the Company's assets will not be invested in the market and will not benefit from positive stock market movements.</li> <li>• The Company and investee companies may be adversely affected by deterioration in the financial markets and economic conditions throughout the world and in particular the UK and wider European Union, some of which may magnify the risks described herein and may have other adverse effects.</li> </ul> <p>The key taxation and regulation risks relating to the Company are:</p> <ul style="list-style-type: none"> <li>• Changes in tax legislation or practice, whether in the United Kingdom or elsewhere, could affect the value of the investments held by the Company, the Company's ability to provide returns to Shareholders, and the tax treatment for Shareholders of their investments in the Company (including rates of tax and availability of reliefs).</li> <li>• Legal and regulatory changes could occur that may adversely affect the Company. Changes in the regulation of companies, such as the Company, may have a material adverse effect on the Company's performance, financial condition and business prospects.</li> </ul>
<b>D.3</b>	Key information on the key risks that are specific to the Shares	<p>The key risk factors relating to the Shares are:</p> <ul style="list-style-type: none"> <li>• The Ordinary Shares may trade at a discount to the Net Asset Value per Ordinary Share and Shareholders may be unable to realise their investments through the secondary market at the applicable Net Asset Value per Ordinary Share.</li> <li>• Subject to legal and regulatory requirements, the Company may issue additional Shares. Any additional issuances by the Company, or the possibility of such issuance, may cause the market price of the existing Ordinary Shares to decline.</li> <li>• General movement in local and international stock markets, prevailing and anticipated economic conditions and interest rates, investor sentiment and general economic conditions may all affect the market price of the Shares.</li> </ul>
<b>Section E – Offer</b>		
<i>Element</i>	<i>Disclosure Requirement</i>	<i>Disclosure</i>
<b>E.1</b>	Net proceeds and costs of the Issue	<p><b><i>The Initial Issue</i></b></p> <p>The Company is proposing to issue up to 100 million Ordinary Shares pursuant to the Initial Issue comprising of the Initial Placing and the Offer for Subscription.</p>



		<p>The Minimum Gross Proceeds of the Initial Issue are £40 million. In the event that the Minimum Net Proceeds are not raised the Initial Issue and the Placing Programme will not proceed.</p> <p>The costs and expenses (including irrecoverable VAT) of, and incidental to, the Initial Issue payable by the Company are capped at 2.0 per cent. of the Initial Gross Proceeds. On the assumption that 100 million Ordinary Shares are issued pursuant to the Initial Issue at the Issue Price, the Net Proceeds will be not less than £98 million.</p> <p><b>The Placing Programme</b></p> <p>The net proceeds of Subsequent Placings under the Placing Programme are dependent, <i>inter alia</i>, on the level of subscriptions received and the price at which such Shares are issued. It is expected that the costs of issuing Shares pursuant to Subsequent Placings under the Placing Programme will be covered by issuing such Shares at the Placing Programme Price.</p> <p>The costs and expenses of any issue of C Shares under the Placing Programme will be paid out of the gross proceeds of such issue and will be borne by holders of C Shares only.</p> <p>On the assumption that a further 100 million Shares are issued pursuant to Subsequent Placings under the Placing Programme at an issuance price of 100 pence per Share, the expenses of the Placing Programme are estimated to be £1.6 million.</p>
<b>E.2.a</b>	Reason for offer and use of proceeds	<p>The Initial Issue and Subsequent Placings under the Placing Programme are intended to raise money for investment in accordance with the Company's investment policy.</p> <p>The Company's principal use of cash (including the Net Proceeds) will be to purchase investments in line with the Company's investment objective and investment policy, as well as expenses related to the Initial Issue and ongoing operational expenses.</p>
<b>E.3</b>	Terms and conditions of the offer	<p>Winterflood Securities has agreed to use its reasonable endeavours to place Ordinary Shares with certain institutional investors pursuant to the Initial Placing at the Issue Price. The Company has agreed to make an offer of Ordinary Shares pursuant to the Offer for Subscription at the Issue Price.</p> <p>The Initial Issue is conditional, <i>inter alia</i>, on:</p> <ul style="list-style-type: none"> <li>Initial Admission having become effective on or before 8.00 a.m. on 1 May 2018 or such later time and/or date as the Company and Winterflood Securities may agree (being not later than 8.00 a.m. on 30 June 2018);</li> <li>the Placing and Offer Agreement becoming wholly unconditional (save as to Initial Admission) and not having been terminated in accordance with its terms at any time prior to Initial Admission; and</li> <li>the Minimum Gross Proceeds being raised.</li> </ul> <p>Shares which may be made available pursuant to Subsequent Placings under the Placing Programme will be at the Placing Programme Price. The Placing Programme will open on 2 May 2018 and will close on 25 March 2019 (or any earlier date on which it is fully subscribed, as agreed between the Company and Winterflood Securities).</p> <p>Each allotment and issue of Shares pursuant to a Subsequent Placing under the Placing Programme is conditional, <i>inter alia</i>, on: (i) Admission of the relevant Shares occurring by no later than 8.00 a.m. on such date as the Company and Winterflood Securities may agree from time to time in relation to that Admission, not being later than 25 March 2019; (ii) a valid supplementary prospectus being published by the Company if such is required by the Prospectus Rules; and (iii) the Placing and Offer Agreement being wholly unconditional (save as to Admission) as regards the relevant</p>



		Subsequent Placing and not having been terminated in accordance with its terms prior to the relevant Admission.
<b>E.4</b>	Material interests	Not applicable. No interest is material to the Initial Issue or the Placing Programme.
<b>E.5</b>	Name of person selling securities and lock-up agreements	Not applicable. No person or entity is offering to sell Ordinary Shares as part of the Initial Issue.
<b>E.6</b>	<b>Dilution</b>	<p>No dilution will result from the Initial Issue.</p> <p>If 100 million Ordinary Shares were to be issued pursuant to Subsequent Placings, and assuming the Initial Issue had been subscribed as to 100 million Ordinary Shares, a subscriber to the Initial Issue who did not participate in any of the Subsequent Placings, would suffer voting dilution of approximately 50 per cent. in Shareholders' voting control of the Company immediately after the Initial Issue. There would be no dilution of the Net Asset Value per Ordinary Share.</p>
<b>E.7</b>	Estimated Expenses	<p>The costs and expenses (including irrecoverable VAT) of, and incidental to, the Initial Issue payable by the Company are capped at 2.0 per cent. of the Initial Gross Proceeds.</p> <p>The costs and expenses of the Placing Programme will depend on subscriptions received but it is expected that these costs will be covered by issuing such Shares at the Placing Programme Price. The costs and expenses of any issue of C Shares under the Placing Programme will be paid out of the gross proceeds of such issue and will be borne by holders of C Shares only.</p>

## **RISK FACTORS**

Investment in the Company carries a high degree of risk, including but not limited to the risks in relation to the Company and the Shares referred to below. If any of the risks referred to in this document were to occur this could have a material adverse effect on the Company's business, financial position, results of operations, business prospects and returns to investors. If that were to occur, the trading price of the Shares and/or their respective Net Asset Values and/or the level of dividends or distributions (if any) received from the Shares could decline significantly and investors could lose all or part of their investment.

Prospective investors should note that the risks relating to the Company, its investment strategy and the Shares summarised in the section of this document headed "Summary" are the risks that the Board believes to be the most essential to an assessment by a prospective investor of whether to consider an investment in the Shares. However, as the risks which the Company faces relate to events and depend on circumstances that may or may not occur in the future, prospective investors should consider not only the information on the key risks summarised in the section of this document headed "Summary" but also, among other things, the risks and uncertainties described below.

The risks referred to below are the risks which are considered to be material but are not the only risks relating to the Company and the Shares. There may be additional material risks that the Company and the Board do not currently consider to be material or of which the Company and the Board are not currently aware. Potential investors should review this document carefully and in its entirety and consult with their professional advisers before acquiring any Shares. Investors should note that the price of the Shares and the distributions (if any) paid in respect of them can go down as well as up.

### **RISKS RELATING TO THE COMPANY**

#### **The Company is a newly formed company with no separate operating history**

The Company is a newly formed company incorporated in England and Wales on 21 December 2017. The Company has no operating results and it will not commence operations until it has obtained funding through the Initial Issue. As the Company lacks an operating history, investors have no basis on which to evaluate the Company's ability to achieve its investment objective and provide a satisfactory investment return.

In addition, although the Board intends that the Company will be able to deploy at least 75 per cent. of the Net Proceeds within six months of Initial Admission, due to the time necessary to identify, evaluate, and execute suitable investments, the Board can make no assurances that the Company will be able to invest substantially all of the Net Proceeds within such time scale. To the extent that there is a delay in investing the Net Proceeds, the Company's aggregate return on investments may be reduced.

The Company's returns will depend on many factors, including the performance of its investments, the availability and liquidity of investment opportunities falling within the Company's investment objective and policy, the level and volatility of interest rates, conditions in the financial markets and economy and the Company's ability to successfully operate its business and execute its investment strategy. There can be no assurance that the Company's investment strategy will be successful.

#### **The Company has no employees and is reliant on the performance of third party service providers**

The Company has no employees and the Directors have all been appointed on a non-executive basis. Whilst the Company has taken all reasonable steps to establish and maintain adequate procedures, systems and controls to enable it to comply with its obligations, the Company is reliant upon the performance of third party service providers for its executive function. In particular, the Portfolio Manager, the Administrator, the Company Secretary and the Registrar will be performing services which are integral to the operation of the Company. Failure by any service provider to carry out its obligations to the Company in accordance with the terms of its appointment could have a material adverse effect on the operation of the Company. The termination of the Company's relationship with

any third party service provider, or any delay in appointing a replacement for such service provider, could materially disrupt the business of the Company and could have a material adverse effect on the Company's performance, financial condition and business prospects.

**The Company and the Portfolio Manager are subject to risks related to cybersecurity and other disruptions to information systems.**

The Company is highly dependent on the communications and information systems of its services providers, including the Portfolio Manager as well as certain other third-party service providers. The Company, and such service providers, are susceptible to operational and information security risks. While the Company's service providers have procedures in place with respect to information security, their technologies may become the target of cyber-attacks or information security breaches that could result in the unauthorised gathering, monitoring, release, misuse, loss or destruction of the Company's and/or the Shareholders' confidential and other information, or otherwise disrupt the Company's operations or those of the Company's service providers. Disruptions or failures in the physical infrastructure or operating systems of the Company's service providers, cyber-attacks or security breaches of the networks, systems or devices that the service providers use to service the Company's operations, or disruption or failures in the movement of information between service providers could disrupt and impact the service providers' and the Company's operations, potentially resulting in financial losses, the inability of the Company's Shareholders to transact business and of the Portfolio Manager to process transactions, the inability to calculate the Net Asset Value, misstated or unreliable financial data, violations of applicable privacy and other laws, regulatory fines, penalties, litigation costs, increased insurance premiums, reputational damage, reimbursement or other compensation costs, and/or additional compliance costs.

**RISKS RELATING TO THE SHARES**

**The value and price of the Shares may be volatile**

The value of an investment in the Company, and the income derived from it, if any, may go down as well as up and an investor may not get back the amount originally invested.

In addition, stock markets have, from time to time, experienced significant price and volume fluctuations that have affected the market price of securities for reasons unrelated to their operating performance and prospects. A number of factors outside the control of the Company may have an impact on its performance and the price of the Shares, which may rise or fall rapidly. The factors which may affect the share price include (but are not limited to): (i) the Company's expected and actual performance; (ii) other secondary issues in the market; and (iii) general economic and market conditions.

**The Shares may trade at a discount to the applicable Net Asset Value per Ordinary Share or Net Asset Value per C Share (as the case may be) and Shareholders may be unable to realise their investments through the secondary market at the applicable Net Asset Value per Ordinary Share or Net Asset Value per C Share (as the case may be)**

The Shares may trade at a discount to the applicable Net Asset Value per Ordinary Share or Net Asset Value per C Share (as the case may be) for a variety of reasons, including adverse market conditions, a deterioration in investors' perceptions of the merits of the Company's investment strategy and investment policy, an excess of supply over demand in the Shares, and to the extent investors undervalue the activities of the Company and/or the Portfolio Manager.

While the Directors may seek to mitigate any discount to the Net Asset Value per Ordinary Share or Net Asset Value per C Share (as the case may be) through such discount management mechanisms as they consider appropriate, there can be no guarantee that they will do so or that such mechanisms will be successful.

**It may be difficult for Shareholders to realise their investment and there may not be a liquid market in the Shares**

The Company will apply for the Shares to be admitted to the Official List and to trading on the Main Market. However, there can be no guarantee that an active secondary market in the Shares will

develop or be sustained or that the Shares will trade at prices close to their underlying Net Asset Value per Ordinary Share or Net Asset Value per C Share (as the case may be). The number of Shares to be issued pursuant to the Initial Issue and the Placing Programme is not yet known and there may be a limited number of holders of Shares. Limited numbers and/or holders of Shares may mean that there is limited liquidity in such Shares which may affect: (i) a Shareholder's ability to realise some or all of their investment; (ii) the price at which a Shareholder can effect such realisation; and/or (iii) the price at which such Shares trade in the secondary market.

Whilst the Board will provide Shareholders with an opportunity to elect to realise the value of their Ordinary Shares during the seventh year following Initial Admission and every seventh year thereafter, shareholders wishing to realise their investment in the Company will normally be required to dispose of their Shares through the secondary market. Accordingly, Shareholders' ability to realise their investment at Net Asset Value per Ordinary Share or Net Asset Value per C Share (as the case may be) before such realisation opportunity is dependent on the existence of a liquid market for the Shares. Similarly, notwithstanding the share buy-back powers of the Board, there is no guarantee that the market price of the Shares will reflect the underlying Net Asset Value per Ordinary Share or Net Asset Value per C Share (as the case may be).

#### **Sales of Shares by key individuals of the Portfolio Manager or the possibility of such sales, may affect the market price of the Shares**

Sales of Shares or interests in Shares by the Portfolio Manager or key individuals of the Portfolio Manager or its affiliates could cause the market price of the Shares to decline. Whilst such individuals may sell their Shares in the market, a substantial amount of Shares being sold, or the perception that sales of this type could occur, could cause the market price of the Shares to decline. This may make it more difficult for Shareholders to sell the Shares at a time and price that they deem appropriate.

#### **Counterparty credit risk**

Although the Company will generally only hold its uninvested cash (excluding operational cash) with banks or other counterparties having a single –A (or equivalent) or higher credit rating as determined by an internationally recognised rating agency, or in one or more similarly-rated money market or short-dated debt funds, a default by the bank or losses on the money market or short-dated debt fund would adversely affect the Company. This risk will be of particular significance when the Company has a significant amount of uninvested cash, including immediately following the completion of the Initial Issue.

#### **The Company may issue additional Shares that dilute existing Shareholders**

Subject to legal and regulatory requirements, the Company may issue additional Shares. Any additional issuances by the Company, or the possibility of such issuances, may cause the market price of the existing Ordinary Shares to decline. Furthermore, although Ordinary Shares may not be issued at a discount to their prevailing Net Asset Value per Ordinary Share (unless they are first offered *pro rata* to existing Shareholders, or the issuance is otherwise authorised by Shareholders), the relative voting percentages of existing holders of Ordinary Shares may be diluted by further issues of Ordinary Shares.

#### **The Shares will be subject to significant transfer restrictions for investors in certain jurisdictions as well as forced transfer provisions**

The Shares have not been registered and will not be registered in the United States under the U.S. Securities Act or under any other applicable securities laws and are subject to restrictions on transfer contained in such laws.

In order to avoid being required to register under the U.S. Investment Company Act, the Company has imposed significant restrictions on the transfer of the Shares which may materially affect the ability of Shareholders to transfer Shares in the United States or to U.S. Persons. The Shares may not be resold in the United States, except pursuant to an exemption from the registration requirements of the U.S. Securities Act, the U.S. Investment Company Act and applicable state securities laws. There

can be no assurance that Shareholders or U.S. Persons will be able to locate acceptable purchasers in the United States or obtain the certifications required to establish any such exemption. These restrictions may make it more difficult for a U.S. Person to resell the Shares and may have an adverse effect on the market value of the Shares.

**Local laws or regulations may mean that the status of the Company and/or the Shares is uncertain or subject to change, which could adversely affect investors' ability to hold Shares**

For regulatory and tax purposes, the status and treatment of the Company and/or the Shares may be different in different jurisdictions. For instance, in certain jurisdictions and for certain purposes, the Shares may be treated as units in a collective investment scheme. Furthermore, in certain jurisdictions, the regulatory and tax status of the Company and/or the Shares may be uncertain or subject to change, or it may differ depending on the availability of certain information or as a result of disclosures made by the Company. Changes in the status or treatment of the Company and/or the Shares for regulatory and/or tax purposes may have unforeseen effects on the ability of investors to hold Shares or the consequences to investors of doing so.

**RISKS RELATING TO THE PORTFOLIO MANAGER**

**Past performance cannot be relied upon as an indicator of the future performance of the Company**

The past performance of other investments managed or advised by the Portfolio Manager's investment professionals cannot be relied upon as an indicator of the future performance of the Company. Investor returns will be dependent upon the Company successfully pursuing its investment policy. The success of the Company will depend on the Portfolio Manager's ability to identify, acquire and realise investments in accordance with the Company's investment policy. This, in turn, will depend on the ability of the Portfolio Manager to apply its investment processes in a way which is capable of identifying suitable investments for the Company to invest in. There can be no assurance that the Portfolio Manager will be able to do so or that the Company will be able to invest its assets on attractive terms or generate any investment returns for Shareholders or, indeed, avoid investment losses.

**The departure of some or all of the Portfolio Manager's investment professionals could prevent the Company from achieving its investment objective**

The identification and selection of investment opportunities and the management of the day-to-day activities of the Company depends on the diligence, skill, judgement and business contacts of the Portfolio Manager's investment professionals, in particular Stuart Widdowson, and the information and deal flow they generate during the normal course of their activities. The Company's future success depends on the continuing ability of these individuals to provide services and the Portfolio Manager's ability to strategically recruit, retain and motivate new talented personnel as required. However, the Portfolio Manager may not be successful in its efforts to recruit, retain and motivate the required personnel as the market for qualified investment professionals is extremely competitive. This could give rise to a significant public perception risk regarding the potential performance of the Company and such perception could in turn lead to volatile trading and a fall in the Company's share price. Although the Directors will have broad discretion to monitor the performance of the Portfolio Manager and to appoint a replacement, the performance of the Portfolio Manager or that of any replacement cannot be guaranteed.

**There can be no assurance that the Directors will be able to find a replacement portfolio manager if the Portfolio Manager resigns**

The Portfolio Management Agreement is terminable on six months' notice, such notice not to be served prior to the third anniversary of Initial Admission. The Portfolio Manager would, from the date such notice takes effect, cease to make investment decisions on behalf of the Company. The Directors would, in these circumstances, have to find a replacement portfolio manager for the Company and there can be no assurance that a replacement with the necessary skills and experience could be appointed on terms acceptable to the Company.

**The Portfolio Manager and its affiliates may provide services to other clients which could compete directly or indirectly with the activities of the Company and may be subject to conflicts of interest in respect of its activities on behalf of the Company**

The Portfolio Manager and its affiliates may be involved in other financial, investment or professional activities which may on occasion give rise to conflicts of interest with the Company and may affect the amount of time allocated by such persons to the Company's business. In particular, the Portfolio Manager may in the future manage funds other than the Company and/or managed accounts and may provide investment management, investment advisory or other services in relation to these future funds and/or managed accounts which may have similar investment policies to that of the Company but will not in any such circumstances be liable to account for any profit earned from any such services.

The Portfolio Manager and its affiliates may give advice and recommend securities to these future funds and/or managed accounts which may differ from advice given to, or investments recommended or bought for, the Company, even though their investment policies may be the same or similar.

It is the policy of the Portfolio Manager to allocate investment opportunities fairly and equitably among the Company and any other clients in accordance with established allocation procedures and protocols, where applicable, to the extent possible over a period of time. The Portfolio Manager will have no obligation to purchase, sell or exchange any investment for the Company which the Portfolio Manager may purchase, sell or exchange for one or more of its other clients if the Portfolio Manager believes in good faith at the time the investment decision is made that such transaction or investment would be unsuitable, impractical or undesirable for the Company.

**Access to material non-public information may restrict the ability of the Portfolio Manager to take action with respect to some investments**

The Portfolio Manager has established policies and procedures reasonably designed to prevent the misuse by the Portfolio Manager and its personnel of material information regarding particular issuers that has not been publicly disseminated ("**material non-public information**") in accordance with applicable legal and regulatory requirements. In general, under such policies and procedures and applicable law, when the Portfolio Manager is in possession of material non-public information related to a publicly traded security or the issuer of such security, whether acquired unintentionally or otherwise, neither the Portfolio Manager nor its personnel are permitted to render investment advice as to, or otherwise trade or recommend a trade in, the securities of such issuer until such time as the information that the Portfolio Manager has is no longer deemed to be material non-public information.

The Portfolio Manager has procedures that outline the process by which it will determine whether to elect to receive material non-public information, or whether it will determine not to receive material non-public information, in any given case. This determination will be made on an issuer-by-issuer basis using objective criteria established by the Portfolio Manager. It should be noted that the Portfolio Manager's determination regarding whether or not to receive material non-public information regarding a specific issuer may have implications for the services the Portfolio Manager is able to provide to certain clients in certain situations, including the Company. For example, if the Portfolio Manager was prohibited from dealing in an investee company's shares as a result of being an "insider", this could have an adverse effect on the ability of the Company to pursue its investment policy, and may have a material adverse effect on the Company's performance, financial condition and business prospects.

## **RISKS RELATING TO THE COMPANY'S INVESTMENT STRATEGY AND THE PORTFOLIO**

### **Risks relating to the nature of investee companies**

The Company's Portfolio is focused towards small and mid-sized companies. These companies may involve a higher degree of risk than larger sized companies. The business models of such companies may be less diversified and hence more exposed to business-specific risks and market events. The prices of such securities may be more volatile and do not necessarily reflect the value of the underlying business or the price at which the shares can be bought or sold in the secondary



market. The relative illiquidity of such investments may make it difficult for the Company to sell them if the need arises. In particular, the Company may take influencing stakes in investee companies and, given the underlying liquidity of such investments, it may not be possible for the Company to identify a buyer for its stake should it wish to sell its holding or it may result in the Company realising significantly less than the value at which it had previously recorded such investments.

#### **Risks relating to the lack of sectoral diversification**

The Company has no specific limits placed on its exposure to any sector. This may from time to time lead to the Company having significant exposure to investee companies from certain business sectors. Greater concentration of investments in any one sector may result in greater volatility in the value of the Company's investments, and may have a material adverse effect on the Company's performance, financial condition and business prospects.

#### **Concentration risk**

The Company's Portfolio is expected to consist of investments in not more than 25 companies. As a result, the Portfolio carries a higher degree of stock-specific risk than a more diversified portfolio. If the value of even one investment were to decline materially, this may have a material adverse effect on the Company's performance, financial condition and business prospects.

#### **Capacity of the Portfolio Manager's strategy**

The Company's investment focus is investing the majority of the Portfolio in UK quoted companies too small for inclusion in the FTSE 250 Index using private equity investment techniques. In particular, the Portfolio Manager has a highly focussed investment strategy which results in low portfolio turnover and a limited number of new investments are made in any year. This focussed investment strategy in smaller companies has limited capacity and, to the extent that the Portfolio Manager is unable to identify suitable investments for acquisition, this may have a material adverse effect on the Company's performance, financial condition and business prospects.

#### **The Portfolio Manager's due diligence may not identify all risks and liabilities in respect of an investment**

Prior to investing in a company, the Portfolio Manager will perform due diligence on the proposed investment. In doing so, it would typically rely in part on information from third parties as a part of this due diligence. To the extent that the Portfolio Manager or other third parties underestimate or fail to identify risks and liabilities associated with the investment in question, this may impact on the profitability or valuation of the investment. For example, the Company may acquire an investment with unknown or undiscovered liabilities or investments may be acquired that are not consistent with the Company's strategy and which fail to perform in accordance with projections. Any such issues may have a material adverse effect on the Company's performance, financial condition and business prospects.

#### **Risks relating to securities traded on AIM**

It is expected that some of the Company's investible universe will comprise companies whose securities are admitted to trading on AIM. AIM securities are not admitted to the Official List. An investment by the Company in securities quoted on AIM may carry a higher risk than an investment in shares quoted on the Official List. AIM has been in existence since June 1995 but its future success, and liquidity in the market for the securities in which the Company is looking to invest, cannot be guaranteed.

#### **Risks relating to investment in unquoted companies**

The Company may invest in unquoted companies from time to time. Such investments, by their nature, involve a higher degree of valuation and performance uncertainties and liquidity risks than investments in listed and quoted securities and they may be more difficult to realise.

In comparison with listed and quoted investments, unquoted companies are subject to further particular risks, including that such companies: may be subject to a higher risk of default under



financing and contractual arrangements, leading to severe adverse consequences for those companies and the value of the Company's investment in them; may have limited financial resources and reduced access to financing sources; may have shorter operating histories, narrower product lines and smaller market shares, rendering them more vulnerable to competitors' actions and market conditions, as well as general economic downturns; are more likely to depend on the management talents and efforts of a founder or small group of persons and, if any such persons were to cease to be involved in the management or support of such companies, this could have a material adverse impact on their business and prospects and the investment in them made by the Company; generally have less predictable operating results and may require significant additional capital to support their operations, expansion or competitive position; and investments which are unquoted at the time of acquisition may remain unquoted and may therefore be difficult to value and/or realise.

Investments made by the Company in unquoted securities may be minority positions with fewer rights than investments made by others, which may mean that majority investors with larger shareholdings than the Company may take actions outside the control of the Company which are adverse to the interests of the Company.

**Market conditions and uncertainty regarding economic markets generally could result in declines in the market values of potential investments or declines in the market values of investments after they are made or acquired by the Company**

The Company and investee companies may be adversely affected by deteriorations in the financial markets and economic conditions throughout the world and in particular the UK and wider European Union, some of which may magnify the risks described herein and may have other adverse effects. The global capital markets have experienced periods of disruption characterised by the freezing of available credit and significant losses in the principal value of investments and general volatility in the financial markets. During these periods of disruption, general economic conditions deteriorated with material and adverse consequences for the broader financial and credit markets, and the availability of debt and equity capital for the market as a whole, and financial services firms in particular, was reduced significantly. These conditions may reoccur for a prolonged period of time or materially worsen in the future. In addition, uncertainty regarding the United Kingdom referendum decision to leave the European Union (the so called "Brexit"), continuing signs of deteriorating sovereign debt conditions in Europe and the expectation that governments will start to unwind the historic levels of economic stimulus, create uncertainty that could lead to further disruptions, instability and weakening consumer, corporate and financial confidence. The duration and ultimate effect of recent market conditions cannot be forecast, nor is it known whether, or the degree to which, such conditions may remain stable or worsen. Deteriorating market conditions and uncertainty regarding economic markets generally could result in declines in the market values of potential investments or declines in the market values of investments after they are acquired by the Company. In addition, such declines could lead to weakened investment opportunities for the Company, could prevent the Company from successfully meeting its investment objective and/or could require the Company to dispose of investments at a loss while such unfavourable market conditions prevail. This may have a material adverse effect on the Company's performance, financial condition and business prospects.

**Charges against capital**

The generation of regular income is not a factor in the Company's investment proposition and the Company may hold uninvested cash in the Portfolio for investment flexibility from time to time. Consequently, it is expected that the majority of the Company's operational costs will be charged to income. Where the Company does not have sufficient revenue to cover such operating costs the Company will need to utilise cash in the Portfolio or liquidate some of its investments to pay such operational costs which may have a material adverse effect on the Company's performance, financial condition and business prospects.

**Cash held from time to time will not be invested in the market and will not benefit from positive stock market movements**

A proportion of the Company's Portfolio may be held in cash, depending on the Portfolio Manager's view on the market, from time to time to maintain investment flexibility and there is no limit on the size

of such cash holdings. This proportion of the Company's assets will not be invested in the market and will not benefit from positive stock market movements. Although the Company's performance is measured in Sterling, a proportion of the Company's assets may be either denominated in other currencies and the Company does not intend to hedge any resulting currency exposure.

#### **No benchmark**

The Company does not propose to follow any benchmark. Accordingly, the Portfolio will not mirror the stocks and weightings that constitute any particular index or indices, which may lead to the Ordinary Shares and/or C Shares failing to follow either the direction or extent of any moves in the financial markets generally (which may or may not be to the advantage of Shareholders). The Ordinary Shares and the C Shares are an unsuitable investment for those who seek investments in some way correlated to a stock market index.

### **RISKS RELATING TO REGULATION, STRUCTURE AND TAXATION**

#### **Legal and regulatory**

The Company must comply with the provisions of the Companies Act and, as the Shares will be admitted to the premium segment of the Official List, the Listing Rules and the Disclosure Guidance and Transparency Rules. A breach of the Companies Act or the Disclosure Guidance and Transparency Rules could result in the Company and/or the Board being fined or the subject of criminal proceedings. Breach of the Listing Rules could result in the Shares being suspended from listing.

Legal and regulatory changes could occur that may adversely affect the Company. Changes in the regulation of companies, such as the Company, may have a material adverse effect on the Company's performance, financial condition and business prospects.

#### **Investment trust status**

It is the intention of the Directors to conduct the affairs of the Company so as to satisfy the conditions under section 1158 of the CTA 2010 and the Investment Trust Regulations 2011 for it to be approved by HMRC as an investment trust. In respect of each period for which the Company is an approved investment trust, the Company will be exempt from UK corporation tax on its chargeable gains. There is a risk that the Company does not receive approval of its investment trust status from HMRC or, having received such approval, the Company fails to maintain its status as an investment trust. In such circumstances, the Company would be subject to the normal rates of corporation tax on chargeable gains arising on the transfer or disposal of investments and other assets, which could adversely affect the Company's financial performance, its ability to provide returns to its Shareholders or the post-tax returns received by its Shareholders. In addition, it is not possible to guarantee that the Company will remain a non-close company, which is a requirement to maintain investment trust status, as the Shares are freely transferable. The Company, in the unlikely event that it becomes aware that it is a close company, or otherwise fails to meet the criteria for maintaining investment trust status, will, as soon as reasonably practicable, notify Shareholders of this fact.

#### **Changes in taxation legislation or practice may adversely affect the Company and the tax treatment for Shareholders investing in the Company**

Changes in tax legislation or practice, whether in the United Kingdom or elsewhere, could affect the value of the investments held by the Company, affect the Company's ability to provide returns to Shareholders, and affect the tax treatment for Shareholders of their investments in the Company (including rates of tax and availability of reliefs).

#### **Alternative Investment Fund Managers Directive**

The AIFM Directive imposes a regime for EEA managers of AIFs and in respect of the marketing of AIFs in the EEA. The AIFM Directive has been implemented in the UK by the AIFM Rules. The AIFM Directive requires that EEA alternative investment fund managers of AIFs are authorised and regulated.

On 9 February 2018, the Company was granted registration by the FCA as a “small registered UK AIFM” pursuant to regulation 10(2) of the AIFM Regulations on the basis that it is, and will on Initial Admission be, a small internally managed AIF. In the event that the Company’s “assets under management” were to exceed €500 million for a sustained period, the Company would no longer be able to qualify as a “small” AIFM with the dispensations from the application of most parts of the AIFM Directive which this status offers. If this were to occur, the Company would either need to apply itself for full-scope permission as an AIFM or appoint a suitably authorised external AIFM. In the event that, and for so long as, the Company does not have an external full-scope AIFM and is not itself permitted to act as a full-scope AIFM in the United Kingdom then the Company may not be able to operate or, as a minimum, the ability of the Company to operate will be adversely affected to a significant extent.

In either of these scenarios, the Company’s compliance costs would increase which may have an adverse effect on the level of the Company’s ongoing charges.

In addition, the small registered UK AIFM categorisation is only recognised in the United Kingdom and consequently no mechanism exists for the Shares to be marketed to investors in any other EEA member state.

#### **The Company has not and will not register as an investment company under the U.S. Investment Company Act**

The Company is not, and does not intend to become, registered as an investment company under the U.S. Investment Company Act and related rules and regulations. The U.S. Investment Company Act provides certain protections to investors and imposes certain restrictions on companies that are registered as investment companies.

As the Company is not so registered and does not plan to register, none of these protections or restrictions is or will be applicable to the Company. In addition, to avoid being required to register as an investment company under the U.S. Investment Company Act, the Board may, under the Articles and subject to certain conditions, compulsorily require the transfer of Shares held by a person to whom the sale or transfer of Shares may cause the Company to be classified as an investment company under the U.S. Investment Company Act.

#### **The assets of the Company could be deemed to be “plan assets” that are subject to the requirements of ERISA or Section 4975 of the U.S. Code, which could restrain the Company from making certain investments, and result in excise taxes and liabilities**

Under the current United States Plan Asset Regulations, if interests held by Benefit Plan Investors are deemed to be “significant” within the meaning of the Plan Asset Regulations (broadly, if Benefit Plan Investors hold 25 per cent. or greater of any class of equity interest in the Company) then the assets of the Company may be deemed to be “plan assets” within the meaning of the Plan Asset Regulations. After the Initial Issue, the Company may be unable to monitor whether Benefit Plan Investors or any other investors acquire Shares and therefore, there can be no assurance that Benefit Plan Investors will never acquire Shares or that, if they do, the ownership of all Benefit Plan Investors will be below the 25 per cent. threshold discussed above or that the Company’s assets will not otherwise constitute “plan assets” under the Plan Asset Regulations. If the Company’s assets were deemed to constitute “plan assets” within the meaning of the Plan Asset Regulations, certain transactions that the Company might enter into in the ordinary course of business and operation might constitute non-exempt prohibited transactions under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) or the U.S. Code, resulting in excise taxes or other liabilities under ERISA or the U.S. Code. In addition, any fiduciary of a Benefit Plan Investor or an employee benefit plan subject to Similar Law that is responsible for the Plan’s investment in the Shares could be liable for any ERISA violations or violations of such Similar Law relating to the Company.

## IMPORTANT INFORMATION

### GENERAL

No broker, dealer or other person has been authorised by the Company to issue any advertisement or to give any information or to make any representations in connection with the offering or sale of Shares other than those contained in this document and, if issued, given or made, such advertisement, information or representation must not be relied upon as having been authorised by the Company.

Prospective investors should not treat the contents of this document as advice relating to legal, taxation, investment or any other matters. Prospective investors should inform themselves as to: (a) the legal requirements within their own countries for the purchase, holding, transfer or other disposal of Shares; (b) any foreign exchange restrictions applicable to the purchase, holding, transfer or other disposal of Shares which they might encounter; and (c) the income and other tax consequences which may apply in their own countries as a result of the purchase, holding, transfer or other disposal of Shares. Prospective investors must rely upon their own legal advisers, accountants and other financial advisers as to legal, tax, investment or any other related matters concerning the Company and an investment in the Shares.

This document should be read in its entirety before making any application for Shares. All Shareholders are entitled to the benefit of, and are bound by and are deemed to have notice of, the provisions of the Articles.

This document does not constitute, and may not be used for the purposes of, an offer or solicitation to 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 distribution of this document and the offering of Shares in certain jurisdictions may be restricted and accordingly persons into whose possession this document is received are required to inform themselves about and to observe such restrictions.

The Shares have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and the Shares may not be offered, sold, resold, transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the U.S. Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States. The Shares are being offered or sold only outside the United States to non-U.S. Persons in offshore transactions in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Regulation S thereunder. The Company has not been and will not be registered under the U.S. Investment Company Act and investors will not be entitled to the benefits of the U.S. Investment Company Act.

Any re-offer or resale of any of the Shares in the United States or to U.S. Persons may constitute a violation of U.S. law or regulation. Any person in the United States who obtains a copy of this document is requested to disregard it.

### FOR THE ATTENTION OF PERSONS IN CANADA, JAPAN, AUSTRALIA, NEW ZEALAND OR THE REPUBLIC OF SOUTH AFRICA

The offer and sale of Shares has not been and will not be registered under the applicable securities laws of Canada, Japan, Australia, New Zealand or the Republic of South Africa (an “**Excluded Territory**”). Subject to certain exemptions, the Shares may not be offered to or sold within an Excluded Territory or to any national, resident or citizen of an Excluded Territory.

### FOR THE ATTENTION OF PROSPECTIVE INVESTORS IN THE EUROPEAN ECONOMIC AREA

In relation to each Relevant Member State, no Shares have been offered or will be offered pursuant to the Initial Issue or the Placing Programme to the public in that Relevant Member State prior to the publication of a document in relation to the Shares which has been approved by the competent

authority in that Relevant Member State, or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that offers of Shares to the public may be made at any time under the following exemptions under the Prospectus Directive, if they are implemented in that Relevant Member State:

- (a) to any legal entity which is a “qualified investor” as defined in the Prospectus Directive;
- (b) to fewer than 100, or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive (as defined below), 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) in such Relevant Member State; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Shares shall result in a requirement for the publication of a document pursuant to Article 3 of the Prospectus Directive or any measure implementing the Prospectus Directive in a Relevant Member State and each person who initially acquires any Shares or to whom any offer is made under the Initial Placing or the Placing Programme will be deemed to have represented, acknowledged and agreed that it is a “qualified investor” within the meaning of Article 2(1)(e) of the Prospectus Directive.

For the purposes of this provision, the expression an “offer to the public” in relation to any offer of Shares in any Relevant Member State means a communication in any form and by any means presenting sufficient information on the terms of the offer and any Shares to be offered so as to enable an investor to decide to purchase or subscribe for the Shares, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State and the expression “Prospectus Directive” means Directive 2003/71/EC (and the amendments thereto, including Directive 2010/73/EU) (the “**2010 PD Amending Directive**”), to the extent implemented in the Relevant Member State and includes any relevant implementing measure in each Relevant Member State.

In addition, Shares will only be offered to the extent that the Shares: (i) are permitted to be marketed into the relevant EEA jurisdiction pursuant to the AIFM Directive (if and as implemented into local law); or (ii) can otherwise be lawfully offered or sold (including on the basis of an unsolicited request from a professional investor).

## **INTERMEDIARIES**

The Company consents to the use of this document by Intermediaries in connection with any subsequent resale or final placement of Ordinary Shares in relation to the Initial Issue in the UK by Intermediaries who are appointed by the Company and/or Winterflood Securities, a list of which will appear on the Company’s website. Such consent is given from 26 March 2018 or the date any Intermediaries are appointed to participate in connection with any subsequent resale or final placement of Ordinary Shares (whichever is later) until the closing of the period for the subsequent resale or final placement of Ordinary Shares at 1.00 p.m. on 24 April 2018, being the date upon which the Offer for Subscription closes, unless closed prior to that date.

**Any Intermediary that uses this document must state on its website that it uses this document in accordance with the Company’s consent and the conditions attached thereto. Any application made by investors to any Intermediary is subject to the terms and conditions imposed by each Intermediary.**

**Information on the terms and conditions of any subsequent resale or final placement of Shares by any Intermediary is to be provided at the time of the offer by the Intermediary.**

The Company accepts responsibility for the information in this document with respect to any subscriber for Ordinary Shares pursuant to any subsequent resale or final placement of Ordinary Shares by Intermediaries appointed by the Company and/or Winterflood Securities.

The Intermediaries authorised at the date of this document to use this document are:

AJ Bell Securities Limited	4 Exchange Quay Salford Quays Manchester M5 3EE
Hargreaves Lansdown Asset Management Limited	1 College Square South Anchor Road Bristol BS1 5HL
Alliance Trust Savings Limited	PO Box 164 8 West Marketgait Dundee DD1 9YP
Equiniti Financial Services Limited	Aspect House Spencer Road Lancing West Sussex BN99 6DA
Interactive Investor Services Limited	Exchange Court Duncombe Street Leeds West Yorkshire LS1 4AX

Any new information with respect to Intermediaries unknown at the time of approval of this document will be available on the Company's website.

## DATA PROTECTION

The information that a prospective investor in the Company provides in documents in relation to a subscription for Ordinary Shares or subsequently by whatever means which relates to the prospective investor (if it is an individual) or a third party individual ("**personal data**") will be held and processed by the Company (and any third party in the United Kingdom to whom it may delegate certain administrative functions in relation to the Company) and/or the Administrator in compliance with: (a) all applicable data protection legislation and regulatory requirements; and (b) the Company's (and, if applicable, the Administrator's and any other third party delegate's) Privacy Notice, a copy of which will be available for consultation on the Company's website at [www.oit.com](http://www.oit.com) following the implementation of EU Regulation 2016/679 after 25 May 2018. Without limitation to the foregoing, each prospective investor acknowledges that it has been informed that such information will be held and processed by the Company (or any third party, functionary, or agent appointed by the Company and notified under or otherwise in accordance with the Company's Privacy Notice) and/or the Administrator for the following purposes:

- verifying the identity of the prospective investor to comply with statutory and regulatory requirements in relation to anti-money laundering procedures;
- carrying out the business of the Company and the administering of interests in the Company;
- meeting the legal, regulatory, reporting and/or financial obligations of the Company in the UK or elsewhere; and
- to comply with the legal and regulatory obligations of the Company, the Administrator or any third party functionary or agent appointed by the Company.



In order to meet the purposes set out above, it will be necessary for the Company to disclose personal data to:

- other functionaries of, or advisers to, the Company (who have been notified under or otherwise in accordance with the Company's Privacy Notice) to operate and/or administer the Company; and
- third party service providers, agents or functionaries located either within or outside of the EEA which are appointed by the Company or its agents to provide services.

The foregoing processing of personal data is required in order to perform the contract with the prospective investor to comply with the legal and regulatory obligations of the Company or otherwise is required for the legitimate interests of the Company.

If the Company (or any third party, functionary or agent appointed by the Company) and/or the Administrator discloses personal data to such a third party, agent or functionary and/or makes such a transfer of personal data it will ensure that adequate safeguards are in place for the protection of such personal data, details of which shall be set out in the relevant Privacy Notice or otherwise notified from time to time.

Prospective investors are responsible for informing any third party individual to whom the personal data relates to the disclosure and use of such data in accordance with these provisions and the prospective investors shall provide a copy of all relevant Privacy Notices as appropriate that have been made available to it.

A data subject may in certain circumstances object to the processing of its personal data and such rights and the manner in which they can be exercised are set out in the Company's Privacy Notice.

## INFORMATION TO DISTRIBUTORS

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended ("**Directive 2014/65/EU**"); (b) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing Directive 2014/65/EU; and (c) local implementing measures (together, the "**MiFID II Product Governance Requirements**"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the Shares have been subject to a product approval process, which has determined that the Ordinary Shares to be issued pursuant to the Initial Issue and any Shares which may be issued pursuant to any Subsequent Placing are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in Directive 2014/65/EU; and (ii) eligible for distribution through all distribution channels as are permitted by Directive 2014/65/EU (the "**Target Market Assessment**").

Notwithstanding the Target Market Assessment, distributors should note that: the price of the Shares may decline and investors could lose all or part of their investment; the Shares offer no guaranteed income and no capital protection; and an investment in the Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Initial Issue and any Subsequent Placing. Furthermore, it is noted that, notwithstanding the Target Market Assessment, Winterflood Securities will only procure investors who meet the criteria of professional clients and eligible counterparties.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of Directive 2014/65/EU; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Shares.

Each distributor is responsible for undertaking its own target market assessment in respect of the Shares and determining appropriate distribution channels.



## **PRESENTATION OF FINANCIAL INFORMATION**

The Company is newly formed and as at the date of this document has not commenced operations and has no assets or liabilities which will be material in the context of the Initial Issue and, therefore, no financial statements have been prepared as at the date of this document. All future financial information for the Company will be prepared under IFRS.

Certain financial and statistical information contained in this document has been rounded to the nearest whole number or the nearest decimal place. Therefore, the actual arithmetic total of the numbers in a column or row in a certain table may not conform exactly to the total figure given for that column or row. In addition, certain percentages presented in the tables in this document reflect calculations based upon the underlying information prior to rounding, and, accordingly, may not conform exactly to the percentages that would be derived if the relevant calculations were based upon the rounded numbers.

## **PRESENTATION OF MARKET AND OTHER DATA**

Market and economic data used throughout this document is sourced from various independent sources. The Company and the Directors confirm that such data has been accurately reproduced and, so far as they are aware and are able to ascertain from information published from such sources, no facts have been omitted which would render the reproduced information inaccurate or misleading.

## **WEBSITE**

The contents of the Company's website, [www.oitplc.com](http://www.oitplc.com), do not form part of this document. Investors should base their decision whether or not to invest in the Shares on the contents of this document alone.

## **FORWARD LOOKING STATEMENTS**

This document contains forward looking statements, including, without limitation, statements containing the words "believes", "estimates", "anticipates", "expects", "intends", "may", "will" or "should" or, in each case, their negative or other variations or similar expressions. Such forward looking statements involve unknown risks, uncertainties and other factors which may cause the actual results, financial condition, performance or achievement of the Company, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward looking statements.

Given these uncertainties, prospective investors are cautioned not to place any undue reliance on such forward looking statements. These forward looking statements speak only as at the date of this document. Subject to its legal and regulatory obligations (including under the Prospectus Rules), the Company expressly disclaims any obligations to update or revise any forward looking statement contained herein to reflect any change in expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based unless required to do so by law or any appropriate regulatory authority, including FSMA, the Listing Rules, the Prospectus Rules and the Disclosure Guidance and Transparency Rules.

Nothing in the preceding two paragraphs should be taken as limiting the working capital statement in paragraph 8 of Part 6 of this document.

## **GOVERNING LAW**

Unless otherwise stated, statements made in this document are based on the law and practice currently in force in England and Wales.

## EXPECTED TIMETABLE

### Expected Initial Issue Timetable

Initial Placing and Offer for Subscription (including the intermediaries offer) opens	26 March 2018
Latest time and date for applications under the Offer for Subscription (including the intermediaries offer)	1.00 p.m. on 24 April 2018
Latest time and date for receipt of commitments under the Initial Placing	2.00 p.m. on 25 April 2018
Announcement of the results of the Initial Issue	26 April 2018
Initial Admission and dealings in the Ordinary Shares issued in uncertificated form commence	8.00 a.m. on 1 May 2018
Crediting of CREST stock accounts in respect of the Ordinary Shares	1 May 2018
Share certificates despatched in respect of the Ordinary Shares	week commencing 7 May 2018 (or as soon as possible thereafter)

### Expected Placing Programme Timetable

Placing Programme opens	2 May 2018
Publication of Placing Programme Price in respect of each Subsequent Placing	as soon as practicable following the announcement of each Subsequent Placing pursuant to the Placing Programme
Admission and crediting of CREST stock accounts in respect of each Subsequent Placing	as soon as practicable following the allotment of Shares pursuant to each Subsequent Placing
Share certificates despatched in respect of Shares issued pursuant to the Placing Programme	as soon as practicable following the allotment of Shares pursuant to each Subsequent Placing
Placing Programme closes and last date for Shares to be admitted pursuant to the Placing Programme	25 March 2019

*The dates and times specified are subject to change subject to agreement between the Company and Winterflood Securities. All references to times in this document are to London time unless otherwise stated.*

## INITIAL ISSUE AND PLACING PROGRAMME STATISTICS

### Initial Issue Statistics

Issue Price	100 pence
Number of Ordinary Shares being issued	Up to 100 million
Maximum Initial Gross Proceeds*	£100 million
Estimated Net Proceeds*	£98 million
Net Asset Value per Ordinary Share at Initial Admission	not less than 98.0 pence

*\*Assuming Initial Gross Proceeds of £100 million. The number of Ordinary Shares to be issued pursuant to the Initial Issue, and therefore the Initial Gross Proceeds and the Net Proceeds, is not known as at the date of this document but will be notified by the Company via a Regulatory Information Service prior to Initial Admission. If the Initial Issue does not proceed (because the Minimum Net Proceeds are not raised or otherwise), subscription monies received will be returned without interest at the risk of the applicant.*

### Placing Programme Statistics

Maximum size of the Placing Programme	200 million Shares in aggregate (less any Ordinary Shares issued pursuant to the Initial Issue)
Placing Programme Price	in respect of the Ordinary Shares, not less than the latest published Net Asset Value (cum-income) per Ordinary Share at the time of issue, or 100 pence per C Share for any issue of C Shares*

*\*Please refer to the paragraph headed "The Placing Programme Price" under Part 4 of this document for full details.*

## DEALING CODES

The dealing codes for the Ordinary Shares will be as follows:

ISIN	GB00BFFK7H57
SEDOL	BFFK7H5
Ticker	OIT

The dealing codes for the C Shares will be as follows:

ISIN	GB00BFFK7J71
SEDOL	BFFK7J7
Ticker	OITC

The LEI of the Company is 213800RWVAQJKXYHSZ74.

## DIRECTORS, MANAGEMENT AND ADVISERS

<b>Directors (all non-executive)</b>	Jane Tufnell ( <i>Chairman</i> ) Richard King Peter Hewitt Arabella Cecil  all of the registered office below:
<b>Registered Office</b>	Beaufort House 51 New North Road Exeter EX4 4EP
<b>Portfolio Manager</b>	Odyssean Capital LLP 6 Stratton Street London W1J 8LD
<b>Administrator</b>	Link Alternative Fund Administrators Limited The Registry 34 Beckenham Road Beckenham BR3 4TU
<b>Company Secretary</b>	Link Company Matters Limited Beaufort House 51 New North Road Exeter EX4 4EP
<b>Sponsor, Financial Adviser and Bookrunner</b>	Winterflood Securities Limited Cannon Bridge House 25 Dowgate Hill London EC4R 2GA
<b>Solicitors to the Company</b>	Gowling WLG (UK) LLP 4 More London Riverside London SE1 2AU
<b>Solicitors to the Sponsor, Financial Adviser and Bookrunner</b>	Berwin Leighton Paisner LLP Adelaide House London Bridge London EC4R 9HA
<b>Reporting Accountants</b>	KPMG LLP 15 Canada Square Canary Wharf London E14 5GL
<b>Registrar and Receiving Agent</b>	Equiniti Limited Aspect House Spencer Road Lancing West Sussex BN99 6DA

<b>Custodian</b>	RBC Investor Services Trust (UK Branch) Riverbank House 2 Swan Lane London EC4R 3AF
<b>Auditor</b>	KPMG LLP 15 Canada Square Canary Wharf London E14 5GL

## **PART 1**

### **INFORMATION ON THE COMPANY**

#### **1. INTRODUCTION**

Odyssean Investment Trust PLC was incorporated on 21 December 2017 as a public company limited by shares. The Company intends to carry on business as an investment trust within the meaning of section 1158 of the CTA 2010.

The Company is seeking to raise Initial Gross Proceeds of up to £100 million by way of the Initial Placing and Offer for Subscription which together comprise an offer by the Company of up to 100 million Ordinary Shares at the Issue Price, being 100 pence per Ordinary Share.

The Company is an internally managed investment company. On 9 February 2018, the Company was granted registration by the FCA as a “small registered UK AIFM” pursuant to regulation 10(2) of the AIFM Regulations on the basis that it is, and will on Initial Admission be, a small internally managed AIF. The Board is therefore responsible for the portfolio management and risk management functions of the Company in accordance with the requirements of the AIFM Directive.

Pursuant to the terms of the Portfolio Management Agreement, the Board has delegated responsibility for discretionary portfolio management functions to Odyssean Capital LLP as Portfolio Manager, subject always to the overall supervision of the Board. The Portfolio Manager is a joint venture between award winning fund manager Stuart Widdowson (former lead manager of Strategic Equity Capital PLC) and the Harwood Capital Management Group. The Harwood Capital Management Group was founded by Christopher Mills in 2011 following its demerger from JO Hambro Capital Management, in which Mr Mills was a founding, and the largest, shareholder.

NASCIT, a self-managed investment company affiliated with Harwood Capital, intends to subscribe for 13,400,000 Ordinary Shares pursuant to the Initial Issue. Ian Armitage, Chairman of the Portfolio Manager, intends to subscribe for 6,600,000 Ordinary Shares pursuant to the Initial Issue. In addition, Stuart Widdowson and his connected parties intend to subscribe for at least 1,200,000 Ordinary Shares pursuant to the Initial Issue. In the event that the Company issues its target of 100,000,000 Ordinary Shares pursuant to the Initial Issue and the Concert Party subscribes for 21,200,000 Ordinary Shares, the aggregate holding of the Concert Party would represent 21.2 per cent. of the issued share capital of the Company. In the event that fewer than 100,000,000 Ordinary Shares are issued, the aggregate total subscription by the Concert Party will be limited to less than 30 per cent. of the issued share capital, other than with the prior approval of the Board and Winterflood Securities.

The Directors believe that these proposed investments strongly align the interests of the Portfolio Manager with Shareholders.

Further information on the Portfolio Manager and Harwood Capital is set out in Part 2 of this document.

Applications will be made to the UK Listing Authority and to the London Stock Exchange for all of the Ordinary Shares (issued and to be issued in connection with the Initial Issue) to be admitted to the premium listing segment of the Official List and to trading on the London Stock Exchange’s Main Market for listed securities. It is expected that Initial Admission will become effective, and that dealings in the Ordinary Shares issued pursuant to the Initial Issue will commence, at 8.00 a.m. on 1 May 2018.

#### **2. INVESTMENT OBJECTIVE, INVESTMENT POLICY AND INVESTMENT RESTRICTIONS**

##### **Investment Objective**

The investment objective of the Company is to achieve attractive total returns per share principally through capital growth over a long term period.

##### **Investment Policy**

The Company will primarily invest in smaller company equities quoted on markets operated by the London Stock Exchange, where the Portfolio Manager believes the securities are trading below intrinsic value and where this value can be increased through strategic, operational, management

and/or financial initiatives. Where the Company owns an influencing stake, it will engage with other stakeholders to help improve value. The Company may, at times, invest in securities quoted on other recognised exchanges and/or unquoted securities.

It is expected that the majority of the Portfolio by value will be invested in companies too small to be considered for inclusion in the FTSE 250 Index, although there are no specific restrictions on the market capitalisation of issuers into which the Company may invest.

The Portfolio will typically consist of up to 25 holdings, with the top 10 holdings accounting for the majority of the Company's aggregate Net Asset Value, across a range of industries.

The Company may hold cash in the Portfolio from time to time to maintain investment flexibility. There is no limit on the amount of cash which may be held by the Company from time to time.

#### ***Investment restrictions***

- No exposure to any investee company will exceed 15 per cent. of Net Asset Value at the time of investment.
- The Company may invest up to 20 per cent. of Gross Assets at the time of investment in unquoted securities where the issuer has its principal place of business in the UK.
- The Company may invest up to 20 per cent. of Gross Assets at the time of investment in quoted securities not traded on the London Stock Exchange.
- The Company will not invest more than 10 per cent., in aggregate, of Gross Assets at the time of investment in other listed closed-ended investment funds.

#### ***Borrowings***

The Company does not intend to incur borrowings for investment purposes, although the Company may, from time to time, utilise borrowings over the short term for working capital purposes up to 10 per cent. of Net Asset Value at the time of borrowing.

#### ***Derivatives and Hedging***

The Company will not use derivatives for investment purposes. It is expected that the Company's assets will be predominantly denominated in Sterling and, as such, the Company does not intend to engage in hedging arrangements, however, the Company may do so if the Board deems it appropriate for efficient portfolio management purposes.

#### ***General***

The Company will not be required to dispose of any asset or to rebalance the Portfolio as a result of a change in the respective valuations of its assets.

The Company intends to conduct its affairs so as to qualify as an investment trust for the purposes of section 1158 of the CTA 2010.

Any material change to the Company's investment policy set out above will require the approval of Shareholders by way of an ordinary resolution at a general meeting and the approval of the UK Listing Authority. Non-material changes to the investment policy may be approved by the Board.

### **3. DIVIDEND POLICY**

The Company has no stated dividend target. The Company's investment objective is one of capital growth and it is anticipated that returns for Shareholders will derive primarily from capital gains.

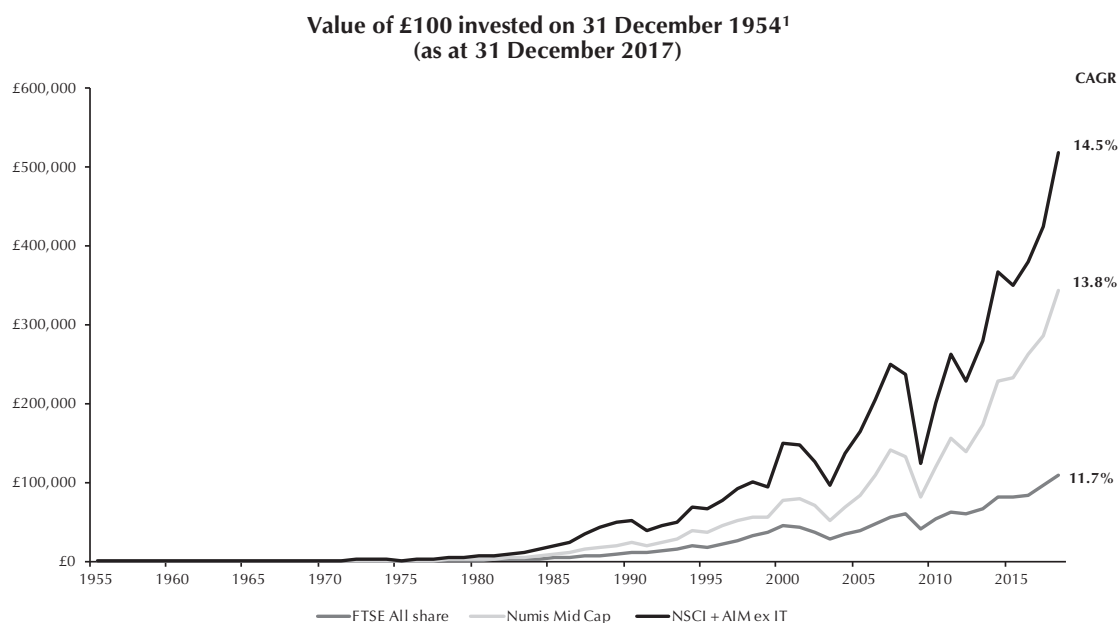
However, in accordance with regulation 19 of the Investment Trust (Approved Company) (Tax) Regulations 2011, the Company will not (except to the extent permitted by those regulations) retain more than 15 per cent. of its income (as calculated for UK tax purposes) in respect of any accounting period. As such, the Company may declare a dividend from time to time.



## 4. INVESTMENT PROPOSITION

### Long term performance of UK smaller quoted companies

UK smaller quoted companies have significantly outperformed larger companies over the longer term. This is illustrated in the graph below where smaller quoted companies are represented by the Numis Smaller Companies ex Investment Trusts plus AIM Index. This index tracks the performance of the smallest 10 per cent. of companies by value in the UK equity market, rebalanced every year, plus AIM companies which meet the Numis Smaller Companies Index size limit. The Numis Mid Cap Index tracks the performance of the smallest 20 per cent. of UK quoted companies by value excluding the bottom 5 per cent.



Source: Numis Securities. <sup>1</sup>Date at which Numis Smaller Companies Index began.  
Long term returns chart starts at 100. CAGR = Compound Annual Growth Rate

The Portfolio Manager believes that this long term outperformance is due to a number of factors including, but not limited to: (i) smaller companies being able to grow more quickly than larger companies; (ii) the smaller companies market being less perfect – with fewer buyers than large quoted companies which, combined with less attention from the broker community, tends to lead to pricing anomalies; and (iii) given the smaller size of the target companies, they are more likely to attract interest from corporate acquirers (private equity or trade buyers) than very large FTSE100 companies.

### Structural liquidity mismatch of many funds

Smaller quoted companies tend to be less liquid to trade than larger companies. Despite this, the majority of assets invested in UK smaller companies are via open ended investment companies (“OEICs”), where investors can typically add to or redeem units on a daily basis. As at 30 November 2017, investment in UK smaller company OEICs totalled approximately £15.8 billion (*Source: The Investment Association*). This compares with only approximately £5 billion of net assets invested in closed-ended investment companies focused on UK smaller quoted companies. This highlights the liquidity mismatch between the majority of the funds managing assets in the sector and their underlying assets. As a result, the Portfolio Manager believes many managers of UK smaller company OEICs often avoid investing in less liquid smaller companies in order to ensure there is sufficient liquidity to meet redemption requests.

Furthermore, the majority of UK smaller company funds are benchmarked against the Numis Smaller Companies indices where the largest constituents have market capitalisations of approximately £1.5 billion. The Portfolio Manager believes funds often target the larger constituents of the index in order to avoid underperforming the benchmark over annual performance periods.

In the view of the Portfolio Manager, a combination of these factors has led to smaller quoted companies with market capitalisations of less than £500 million attracting fewer natural buyers of stock, which leads to lower ratings and lower liquidity. The Portfolio Manager believes that quoted companies with market capitalisations of less than £500 million can be overlooked and undervalued, providing opportunities for patient investors that do not require regular liquidity. The exceptions are where either the company is a very high growth company and/or a company which is undertaking an initial public offering or raising a substantial amount of capital which will bring it close to a £500 million market capitalisation. Equally, the Portfolio Manager believes institutions which run inheritance tax relief portfolio services which typically invest in AIM companies tend only to focus on larger AIM companies which are more liquid.

The Portfolio Manager believes that the most effective way to manage assets in the target investment area is through closed-ended fund structures or with capital that is committed for a long time. This allows the Portfolio Manager to invest in less liquid assets and not be distracted by managing regular, often daily, inflows and outflows of client capital, which is a feature of managing OEICs.

### **Sporadic sell-side research coverage of UK quoted smaller companies**

The Portfolio Manager believes that many UK quoted companies with market capitalisations smaller than £500 million receive little attention from sell side analysts and corporate brokers and, although there can be competent management in place, these companies can often be over-looked. Issues such as operational underperformance, poor capital allocation and board ineffectiveness can also go unaddressed for long periods without attracting as much attention as they would were they a larger business. The Portfolio Manager believes that this backdrop provides attractive investment opportunities for value-focused investors who can effect strategic or operational change through corporate engagement.

The Portfolio Manager believes that MiFID II, introduced in January 2018, is likely to amplify many of the structural problems that create these attractive investment opportunities in smaller quoted companies. In particular, the requirement for investment groups to pay directly for research is likely to lead to lower levels of sell side research covering smaller companies, as analysts focus on larger stocks that have a wider audience.

### **Opportunity for mis-priced UK quoted smaller companies**

The Portfolio Manager believes that this backdrop will exacerbate pricing anomalies for UK quoted smaller companies within the Company's core target market capitalisation range of £150 million to £750 million. The Portfolio Manager does not believe that the introduction of MiFID II will lead to a sudden and sharp decline in ratings of less liquid quoted UK smaller companies. However, it does anticipate that quoted smaller companies that are perceived to be lower growth and/or less "exciting" may end up de-rating relative to the market.

The recent Patient Capital Review noted the growth of the inheritance tax investment "product" market, which it estimated had attracted c.£4 billion of assets, many of which are invested into qualifying AIM stocks. These tax efficient investments have, in the opinion of the Portfolio Manager, driven some ratings of larger AIM stocks to significantly above their intrinsic values, with many larger AIM growth stocks "priced for perfection". Many of these re-rate significantly on relatively low trading volumes and low liquidity. Over the recent past a number of these highly rated AIM companies, popular with inheritance tax focused investors, have disappointed and seen their shares de-rate swiftly and substantially on low trading volumes. The MiFID II environment may exacerbate this phenomenon and provide more opportunity for the Portfolio Manager to find undervalued but fundamentally sound companies to invest in.

The Portfolio Manager believes that there is the potential to generate attractive returns in this environment by having an extremely focused investment process, undertaking primary due diligence and constructive corporate engagement. A closed-ended company structure is best suited to the underlying liquidity of smaller company investments.

## 5. INVESTMENT APPROACH

The Portfolio Manager will employ a hybrid public and private equity investment approach to invest in smaller quoted companies typically too small for inclusion in the FTSE 250 Index. In summary, this involves selecting a concentrated portfolio of no more than 25 investee companies, which the Portfolio Manager believes can deliver an attractive risk adjusted positive return over a three to five year horizon. The Portfolio Manager's target investments will focus on companies that are under-valued, of above average quality and where constructive corporate engagement can be used to help unlock or improve returns for all stakeholders.

Given that the investment objective is to deliver long term capital growth rather than outperform a specific index, the differentiated investment approach, concentrated nature of the Portfolio and a narrower sector focus, is likely to lead to periods of Net Asset Value per share performance materially different to those of the broader peer group and comparator indices. The Portfolio Manager fully anticipates this potential short term performance variance and will focus on comparative investment performance on a rolling three year basis.

The absolute return mentality of the strategy, allied with the desire to avoid being a forced seller, may lead to net cash balances being held over the long term. The Portfolio Manager anticipates a core range of 8-12 per cent. over the long term. Net cash balances will not be used as an attempt to market time, but to enable the Portfolio Manager to invest where blocks of stock are available rather than being required to sell a less liquid holding on short notice.

### Investment process and focus

The Portfolio Manager will focus on UK quoted companies too small for inclusion in the FTSE 250 Index (current threshold for the FTSE 250 being approximately £800 million market capitalisation), but typically larger than £100 million market capitalisation at the time of purchase.

The Portfolio Manager's investment team will look to invest in six sectors: TMT, Industrials, Healthcare, Services, Financial Services, and Consumer. The Portfolio Manager does not intend to invest in the resource sector, nor in certain financial services companies such as banks or insurance companies, as it believes that these business models are reliant on factors which are difficult to accurately analyse or predict (e.g. commodity prices or interest rates). The Portfolio Manager will not invest in companies where short term prospects of generating cash are negligible and will seek to avoid companies operating in markets in structural decline.

The Portfolio Manager will choose to invest in structural growth/acyclical companies over cyclical companies, unless there is tangible evidence that the cyclical companies' end markets are at a low ebb and further downside is unlikely. The Portfolio Manager's focus on fundamental analysis, valuation and quality means that extremely highly rated, higher growth momentum stocks are unlikely to form a material part of the Portfolio. When this investment style is in vogue, it is possible that the Net Asset Value per share performance of the Company may lag the market.

The opportunity to find value varies with each investment. The Portfolio Manager will evaluate and execute each unique investment situation through its staged investment process, building on the considerable public and private investment experience of its investment professionals.

There are three types of investment situations where the Portfolio Manager intends to focus:

- Self-help – typically good companies that are generating returns below their potential. This will typically be due to a past period of under management or, potentially, end market dislocations. The Portfolio Manager would seek to work with stakeholders during the period of its investment to help the investee company improve its performance and reach its full potential.
- Reasonably priced growth – typically higher quality growing companies, generating strong cashflow, which for a number of reasons may be mispriced or overlooked by the broader investment market. In the experience of the Portfolio Manager, these companies tend to re-rate to fair value or attract interest from trade or private equity investors. In this situation there is potential to engage by working with stakeholders to try and improve a company's profile through enhanced investor relations activity.

- “Fallen stars” – typically former growth/momentum stocks, which were “loved” by growth and momentum investors and often historically extremely highly rated, but which have gone through a period of lower earnings growth or downgrades and subsequently de-rated. In these circumstances, the Portfolio Manager typically finds that there is a 9-12 month period where the shareholder register transitions, providing liquidity opportunities at a reasonable price.

The Portfolio Manager’s investment team and board members have considerable private equity investment experience. This expertise has been utilised to create an investment approach and process to invest in a concentrated portfolio of smaller quoted companies. There are five key elements of the process as summarised below:

### ***Origination***

Finding high quality, differentiated investment ideas is the starting point for generating differentiated returns. The Portfolio Manager will look to proactively generate investment ideas through primary discussions with company directors, corporate advisers, market participants and primary company research. This will be augmented by the use of quantitative screening tools to identify target companies with financial characteristics that are likely to fit well with the investment style. The Portfolio Manager will not rely on calls from equity sales people.

Similar to private equity, this investment style is likely to involve transaction-based investment execution, with the Portfolio Manager participating in secondary fundraisings and strategic block purchases of stock via the market. These transactions require strong relationships with the corporate broking community to ensure that the Portfolio Manager receives sufficient notice of transactions to enable it to carry out its due diligence process.

### ***Due Diligence***

The Portfolio Manager will carry out its own primary qualitative due diligence as part of its research process. This will include one-on-one meetings with target company directors, site visits, calls with customers/competitors/suppliers and other market participants. The Portfolio Manager will also consult with its own panel of advisers (the “**Panel of Advisers**”), and can draw on the contacts and expertise within and around the Harwood Capital Management Group. On a case-by-case basis, a member of the Panel of Advisers may attend investee company site visits or management meetings alongside the Portfolio Manager’s investment professionals. The Panel of Advisers will meet no less than nine times a year to discuss potential investee companies. The Portfolio Manager’s investment professionals will also consult with their network of contacts, including company directors, private equity practitioners, corporate brokers and corporate financiers. The Portfolio Manager will evaluate the scope for improved stakeholder returns through corporate engagement.

In addition, the Portfolio Manager will perform quantitative financial analysis on the target company to determine potential returns. Value upside will be assessed on both a current and future basis. On a current basis, the Portfolio Manager will seek out companies trading at a discount to where they have traded before as a public company and their potential value to third parties – i.e. trade or private equity investors. The Portfolio Manager believes that the private equity and M&A experience of the investment team means it is able to evaluate the attractiveness of quoted companies to potential private equity bidders. The Portfolio Manager believes this sets it apart from its peers. On a future valuation basis, the Portfolio Manager will seek out companies that can grow their value through five potential levers – specifically; growing sales organically, improving margins, generating surplus free cash flow, a re-rating and where the company can add value as a “platform” – i.e. acquiring and integrating acquisitions where it is paying a much lower acquisition multiple than it is trading on itself. The Portfolio Manager will determine a potential fair value of a company three to five years in the future, compare it to today’s price and calculate an IRR.

Quantitative and qualitative research is then summarised in an investment note which is discussed by the investment team. This IRR is then compared with the returns the Portfolio Manager believes it can generate from other potential investments and existing investee companies, and the relative investment risks of each investment. If the investment is deemed to have the potential to deliver an attractive risk-adjusted IRR relative to the Portfolio, and the Portfolio Manager is comfortable that sufficient due diligence has been carried out, the company is eligible for investment. The level of

investment will be determined by the investment team and is dependent upon factors including but not limited to: (i) the extent of due diligence carried out (often a factor of the lead time for an investment); (ii) the liquidity and market capitalisation of the company; (iii) the investment team's view on the risk/reward of the potential investment; and (iv) overall Portfolio issues such as existing sector weights.

### ***Execution***

Once a potential investment has passed due diligence and the investment team wishes to invest, there are two potential methods of deploying capital.

First, through participating in primary and secondary fundraisings. This is facilitated through maintaining a strong network of corporate broking relationships among UK small cap brokers. The Portfolio Manager believes that the corporate brokers in its network are aware of the due diligence requirements of the Portfolio Manager, and that early notice is required. The Portfolio Manager's team have many years' experience of managing inside information properly and in compliance with market abuse regulations. The Portfolio Manager is prepared to be made an insider where deemed appropriate and believes this is a key source of competitive advantage compared with other much larger institutions who can be reluctant to allow their fund managers to be made insiders.

Second, where market purchases are used to buy stakes, the Managing Partner of the Portfolio Manager is known as a willing buyer of blocks. The Portfolio Manager will utilise the specialist trading services of Harwood Capital. Harwood Capital's trader has 15 years' experience in trading blocks and building sizeable positions in less liquid smaller companies. The Portfolio Manager believes this is a key advantage compared with its peers.

### ***Monitoring and Engagement***

Once an investment has been made, it will be reviewed at least annually. The board of the Portfolio Manager will also discuss the performance of the Company's Net Asset Value and the largest investments in the Portfolio each quarter. As part of this ongoing monitoring, the Portfolio Manager will meet investee company management teams at least six monthly, as well as having ongoing dialogue with one or more non-executive directors of the investee company.

As and when appropriate, the Portfolio Manager will engage with stakeholders, including, but not limited to: (i) executive company management; (ii) non-executive directors; (iii) other shareholders; and (iv) corporate advisers to the investee company. The Portfolio Manager has considerable corporate engagement expertise, the vast majority of which has been undertaken in private and with no use of the press or social media. The Portfolio Manager intends to continue to engage with investee companies using this approach. The objectives of engagement will be to ensure a better outcome for all stakeholders over the long term. Depending on the circumstances, the engagement will be seeking to improve value, prevent value being destroyed, or recover value when the Portfolio Manager may not be able to find sufficient liquidity to sell shares. Engagement topics will be likely to include, but not be limited to: margin improvement potential, R&D cost allocation, capital expenditure allocation, asset utilisation, corporate strategy, organisational complexity, corporate governance and remuneration and investor relations.

### ***Exit opportunities***

The Portfolio Manager strongly believes in having a robust exit process. The three reasons for exiting are: (i) an investment has delivered the returns as anticipated and the Portfolio Manager believes that there are better risk-adjusted returns to be made elsewhere; (ii) the investment thesis has changed due to an internal or external factor impacting the investee company; and (iii) the investment thesis has been found to be flawed. The Portfolio Manager plans to exit investments via market disposals, aided by the trading capability of Harwood Capital. Whilst bid approaches for investee companies are difficult to predict, the Portfolio Manager believes that its investment selection and due diligence process is similar to private equity and corporate acquirers and it would hope that a number of investee companies attract bid interest over time to facilitate an optimal exit.



## **6. MEETINGS, REPORTS AND ACCOUNTS**

The audited accounts of the Company will be prepared under IFRS. The Company's annual report and accounts will be prepared up to 31 March each year, with the first accounting period of the Company ending on 31 March 2019. It is expected that copies of the report and accounts will be published by the end of July each year and copies sent to Shareholders. Shareholders will also receive an unaudited half-yearly report covering the six months to 30 September each year, which is expected to be published within the following three months. The first financial report and accounts that Shareholders will receive will be the half-yearly report for the period ending on 30 September 2018 (covering the period from incorporation of the Company).

The Company intends to hold its first annual general meeting before 31 August 2019 and will hold an annual general meeting each year thereafter. Other general meetings may be convened from time to time by the Directors by sending notices to Shareholders.

## **7. NET ASSET VALUE**

The unaudited Net Asset Value per Ordinary Share (and Net Asset Value per C Share, where applicable) will be calculated in Sterling by the Administrator on a daily basis. Such calculations shall be published daily, on a cum-income and ex-income basis, through a Regulatory Information Service.

The Net Asset Value is the value of all assets of the Company less liabilities to creditors (including provisions for such liabilities) determined in accordance with the AIC's valuation guidelines and in accordance with applicable accounting standards. Publicly traded securities will be valued by reference to their bid price or last traded price, if applicable, on the relevant exchange. Where trading in the securities of an investee company is suspended, the investment will be valued at the Board's estimate of its net realisable value. The value of unquoted investments will be provided by the Portfolio Manager in accordance with the unquoted pricing policy and reviewed by the Board. In making its valuations, the Board will take into account, where appropriate, latest dealing prices, valuations from reliable sources, asset values and other relevant factors. If the Directors consider that any of the above bases of valuation are inappropriate in any particular case, or generally, they may adopt such other valuation procedures as they consider reasonable in the circumstances.

The Directors may temporarily suspend the calculation, and publication, of the Net Asset Value during a period when, in the opinion of the Directors:

- there are political, economic, military or monetary events or any circumstances outside the control, responsibility or power of the Board, and disposal or valuation of investments of the Company or other transactions in the ordinary course of the Company's business is not reasonably practicable without this being materially detrimental to the interests of Shareholders or if, in the opinion of the Board, the Net Asset Value cannot be fairly calculated;
- there is a breakdown of the means of communication normally employed in determining the calculation of the Net Asset Value; or
- it is not reasonably practicable to determine the Net Asset Value on an accurate and timely basis.

Any suspension in the calculation of the Net Asset Value, to the extent required under the Listing Rules, will be notified through a Regulatory Information Service as soon as practicable after any such suspension occurs.

## **8. CASH USES AND CASH MANAGEMENT ACTIVITIES**

The Company's principal use of cash (including the Net Proceeds) will be to fund investments in accordance with its investment policy, as well as expenses related to the Initial Issue and on-going operational expenses.

The Company may from time to time have surplus cash (for example, following the disposal of an investment). Pending reinvestment of such cash, it is expected that any surplus cash will be temporarily invested in cash equivalents, money market or short-dated debt funds, bonds, commercial paper or other debt obligations with banks or other counterparties having a single –A (or



equivalent) or higher credit rating as determined by an internationally recognised rating agency, or “government and public securities” as defined for the purposes of the FCA rules.

## **9. PREMIUM/DISCOUNT MANAGEMENT**

The Board will seek to manage the Share price relative to Net Asset Value per Ordinary Share or Net Asset Value per C Share (as the case may be) by assisting in providing liquidity to the market through the issuance of Shares to meet investor demand. In addition, to reduce the volatility of any Share price discount, the Board will monitor the Company's Share price relative to its underlying Net Asset Value per Ordinary Share or Net Asset Value per C Share (as the case may be) and the discounts of peer group companies and consider repurchasing Shares where appropriate.

### **Discount Management**

#### ***Realisation opportunity***

During the seventh year following Initial Admission and every seventh year thereafter, the Board will provide Shareholders with an opportunity to elect to realise the value of their Ordinary Shares at the applicable Net Asset Value per Ordinary Share less costs. The exact timing of this realisation opportunity within each seventh year will be at the discretion of the Board, in consultation with the Portfolio Manager. The mechanism which will be used to provide Shareholders with this realisation opportunity will depend upon the level of uptake anticipated and the relevant laws and regulations at the time, although it is expected to be achieved through a tender offer or a reorganisation of the Company. In all circumstances, the Board will seek to safeguard the interests of both continuing Shareholders and those electing to realise their investment with a view to minimising any reduction in the overall size of the Company or any impact on the Company's Portfolio.

#### ***Repurchase of Ordinary Shares***

A special resolution has been passed granting the Directors authority to repurchase up to 14.99 per cent. of the Company's issued ordinary share capital immediately following Initial Admission during the period expiring on the conclusion of the Company's first annual general meeting. Renewal of this buy-back authority will be sought at each annual general meeting of the Company or more frequently if required.

Purchases of Ordinary Shares will only be made through the market at prices (after allowing for costs) below the latest published Net Asset Value per Ordinary Share and otherwise in accordance with guidelines established from time-to-time by the Board. Under the current Listing Rules, the maximum price that may be paid by the Company on the purchase of any Ordinary Shares pursuant to a general authority is 105 per cent. of the average of the middle market quotations for the Ordinary Shares for the five Business Days immediately preceding the date of purchase or, if higher, the higher of the last independent trade and the highest current independent bid for Ordinary Shares. The minimum price will not be below the nominal value of one penny in respect of the Ordinary Shares.

In accordance with the Companies Act, Ordinary Shares may only be repurchased out of the proceeds of a fresh issue of Shares made for the purpose of the repurchase or out of distributable profits. The Directors intend, following Initial Admission, to apply to the Court to cancel the Company's share premium account so as to create a new special reserve which may be treated as distributable profits and out of which share buy-backs may be funded.

The Directors are mindful of the potential illiquidity of the Company's investment portfolio and that any discount management needs to be consistent with the Company's investment strategy. Therefore, the directors intend to manage any repurchase of Ordinary Shares on the following basis:

- where the Company exits an investment as a result of a corporate action, the Directors intend to make available not less than 50 per cent. of the realised gains from such investment for the purposes of Ordinary Share repurchases, if the Ordinary Shares have traded at an average discount of wider than 5 per cent. for a period of 60 days prior to such exit; and
- the Directors will also consider repurchasing Ordinary Shares in the market if they believe it to be in Shareholders' interests and as a means of correcting any imbalance between the supply of, and demand for, the Ordinary Shares.

In exercising their powers to buy back Ordinary Shares, the Directors have complete discretion as to the timing, price and volume of Ordinary Shares so purchased. The implementation of any Ordinary Share buyback programme and the timing, price and volume of Ordinary Shares purchased will be subject at all times to compliance with the Companies Act, the Articles, the Listing Rules, MAR and all other applicable legal and regulatory requirements.

### **Premium Management**

In the event that the Ordinary Shares trade at a premium to the Net Asset Value per Ordinary Share, the Company may issue new Ordinary Shares. The Directors have authority to issue up to 200 million Shares (less the Ordinary Shares to be issued pursuant to the Initial Issue) pursuant to the Placing Programme. Shareholders' pre-emption rights over this unissued share capital have been disapplied so that the Directors will not be obliged to offer any new Shares under the Placing Programme to Shareholders pro rata to their existing holdings; this ensures that the Company retains full flexibility, following Initial Admission, in issuing new Shares to investors. Unless authorised by Shareholders, no Ordinary Shares will be issued at a price less than the prevailing Net Asset Value per Ordinary Share at the time of their issue.

If there is sufficient demand at any time during the period in which the Placing Programme is in effect, and if the Directors consider it appropriate to avoid the dilutive effect that the proceeds of an issue might otherwise have on the existing assets of the Company, the Company may seek to raise further funds through the issue of C Shares. Any such issue would be subject to the listing of the C Shares on the premium listing segment of the Official List and their admission to trading on the London Stock Exchange's Main Market. The rights conferred on the holders of C Shares or other classes of shares issued with preferred or other rights shall not (unless otherwise expressly provided by the terms of the issue of the relevant shares) be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith. The Articles contain the C Share rights, full details of which are set out in paragraph 4 of Part 6 of this document. A new class of C Shares may be issued by the Company if there are C Shares in issue that have not been converted into Ordinary Shares prior to the date on which the Company issues such further C Shares.

Investors should note that the issuance of new Shares is entirely at the discretion of the Board, and no expectation or reliance should be placed on such discretion being exercised on any one or more occasions or as to the proportion of new Shares that may be issued.

### **Maximum size of the Company**

Save with the prior approval of Shareholders, by way of ordinary resolution, the maximum size of the Company shall be capped at 250 million Ordinary Shares (but excluding any Ordinary Shares issued from time to time to the Portfolio Manager as part of the Performance Fee).

### **Treasury Shares**

Any Ordinary Shares repurchased pursuant to the general buy-back authority may be held in treasury. The Companies Act allows companies to hold shares acquired by way of market purchase as treasury shares, rather than cancelling them. These shares may be subsequently cancelled or sold for cash. This would give the Company the ability to reissue Ordinary Shares quickly and cost efficiently, thereby improving liquidity and providing the Company with additional flexibility in the management of its capital base.

The Board intends only to authorise the sale of Ordinary Shares from treasury at prices at or above the latest published Net Asset Value per Ordinary Share (plus costs of the relevant sale). This should result in a positive overall effect for Shareholders if Ordinary Shares are bought back at a discount and then sold at a price at or above the Net Asset Value per Ordinary Share (plus costs of the relevant sale).

## **10. THE TAKEOVER CODE**

The Takeover Code is issued and administered by the Takeover Panel. The Company is a company to which the Takeover Code applies and, as such, its Shareholders are entitled to the protections afforded by the Takeover Code. The Takeover Code and the Takeover Panel operate principally to ensure that the

shareholders of a company are treated fairly and are not denied an opportunity to decide on the merits of a takeover. The Takeover Code also provides an orderly framework in which takeovers are conducted.

Given the existence of the buyback powers described in the paragraphs above, there are certain considerations that Shareholders should be aware of with regard to the Takeover Code.

Under Rule 9 of the Takeover Code, when:

- (a) any person acquires, whether by a series of transactions over a period of time or not, an interest in shares which (taken together with shares in which he is already interested and in which persons acting in concert with him are interested) carry 30 per cent. or more of the voting rights of a company subject to the Takeover Code; or
- (b) any person, together with persons acting in concert with him, is interested in shares which in the aggregate carry not less than 30 per cent. of the voting rights of a company but does not hold shares carrying more than 50 per cent. of such voting rights and such person, or any person acting in concert with him, acquires an interest in any other shares which increases the percentage of shares carrying voting rights in which he is interested,

such a person is normally required to make a general offer in cash to all the remaining holders of any class of equity share capital whether voting or non-voting and also to the holders of any other class of transferable securities carrying voting rights.

An offer under Rule 9 must be in cash and at the highest price paid by the person required to make the offer, or any persons acting in concert with him, for any interest in shares in the company during the 12 months preceding the date of announcement of such offer.

Under Rule 37.1 of the Takeover Code, when a company redeems or purchases its own voting shares, a resulting increase in the percentage of shares carrying voting rights in which a person or group of persons acting in concert is interested will be treated as an acquisition for the purposes of Rule 9 of the Takeover Code. Rule 37.1 of the Takeover Code provides that, subject to prior consultation, the Takeover Panel will normally waive any resulting obligation to make a general offer if there is a vote of independent shareholders and a procedure along the lines of that set out in Appendix 1 to the Takeover Code is followed.

Under Note 1 to Rule 37.1 of the Takeover Code, a person who comes to exceed the limits in Rule 9.1 of the Takeover Code in consequence of a company's redemption or purchase of its own shares will not normally incur an obligation to make a mandatory offer under Rule 9 of the Takeover Code unless that person is a director, or the relationship of the person with any one or more of the directors is such that the person is, or is presumed to be, acting in concert with any of the directors.

However, under Note 2 to Rule 37.1 of the Takeover Code, if a person (or any relevant member of a group of persons acting in concert) has acquired an interest in shares at a time when he had reason to believe that such a redemption or purchase of its own shares by the company would take place, then an obligation to make a mandatory offer under Rule 9 of the Takeover Code may be imposed.

The Takeover Panel must be consulted in advance in any case where Rule 9 might be relevant.

The Company's buyback powers could have implications under Rule 9 of the Takeover Code for a Shareholder, or Shareholders acting in concert, with significant shareholdings. Prior to the Board implementing any share buyback the Board will seek to identify any such Shareholders and will seek an appropriate waiver in accordance with Rule 37.1 of the Takeover Code. However, neither the Company, nor any of the Directors, nor the Portfolio Manager will incur any liability to any Shareholder(s) if they fail to identify the possibility of a mandatory offer arising or, if having identified such a possibility, they fail to notify the relevant Shareholder(s) or if the relevant Shareholder(s) fail(s) to take appropriate action.

## **11. CONCERT PARTY**

Under the Takeover Code, a concert party arises where persons acting together pursuant to an agreement or understanding (whether formal or informal), co-operate, to obtain or consolidate control, or to frustrate the successful outcome of an offer for a company subject to the Takeover Code. Control

means an interest, or interests, in shares carrying, in aggregate, 30 per cent. or more of the voting rights of a company, irrespective of whether such interest or interests give *de facto* control.

NASCIT, a self-managed investment company affiliated with Harwood Capital, intends to subscribe for 13,400,000 Ordinary Shares pursuant to the Initial Issue. Ian Armitage, Chairman of the Portfolio Manager, intends to subscribe for 6,600,000 Ordinary Shares pursuant to the Initial Issue. In addition, Stuart Widdowson and his connected persons intend to subscribe for at least 1,200,000 Ordinary Shares pursuant to the Initial Issue.

NASCIT, Ian Armitage and Stuart Widdowson (and his connected persons who subscribe for Ordinary Shares pursuant to the Initial Issue) are deemed to be acting in concert in relation to the Company pursuant to Rule 9 of the Takeover Code, together with Harwood Capital Management Limited and its subsidiary undertakings and associated companies (the **"Concert Party"**). In the event that the Company issues its target of 100,000,000 Ordinary Shares pursuant to the Initial Issue and the Concert Party subscribes for 21,200,000 Ordinary Shares, the aggregate holding of the Concert Party would represent 21.2 per cent. of the issued share capital of the Company at Initial Admission.

The aggregate total subscription by the Concert Party will be limited to less than 30 per cent. of the issued share capital of the Company at Initial Admission, other than with the prior approval of the Board and Winterflood Securities.

However, dependent upon the total number of Ordinary Shares issued pursuant to the Initial Issue and subject to the prior approval of the Board and Winterflood Securities, the Concert Party may be interested in Ordinary Shares carrying 30 per cent. or more of the Company's voting share capital but will not hold Ordinary Shares carrying more than 50 per cent. of such voting rights. In such scenario, should any member of the Concert Party acquire any interest in Ordinary Shares (or should any individual member of the Concert Party acquire an interest in Ordinary Shares such that they are interested in 30 per cent. or more of the voting rights of the Company), the Takeover Panel may regard this as giving rise to an obligation upon that member of the Concert Party to make an offer for the entire issued share capital of the Company at a price not less than the highest price paid by the individual member of the Concert Party or any other member of the Concert Party in the preceding 12 months.

## **12. THE INITIAL ISSUE**

### **The Initial Issue**

The Company proposes to issue up to 100 million Ordinary Shares pursuant to the Initial Issue.

The total number of Ordinary Shares to be issued pursuant to the Initial Issue, and therefore the Initial Gross Proceeds, are not known as at the date of this document but will be notified by the Company via a Regulatory Information Service announcement prior to Initial Admission.

Winterflood Securities has agreed to use its reasonable endeavours to procure Placees pursuant to the Initial Placing for Ordinary Shares at the Issue Price on the terms and subject to the conditions set out in the Placing and Offer Agreement and this document.

The Company has agreed to make an offer of Ordinary Shares pursuant to the Offer for Subscription at the Issue Price, subject to the terms and conditions of the Offer for Subscription. These terms and conditions should be read carefully before an application is made. Investors should consult their independent financial adviser if they are in any doubt about the contents of this document or the acquisition of Ordinary Shares.

If the Initial Gross Proceeds do not equal or exceed £40 million, the Initial Issue and the Placing Programme will not proceed.

Further details about the Initial Issue are set out in Part 3 of this document.

### **The Placing Programme**

The Company has authority to issue up to 200 million Ordinary Shares and/or C Shares in aggregate pursuant to the Placing Programme (less any Ordinary Shares issued pursuant to the Initial Issue).

Any C Shares issued pursuant to the Placing Programme will be issued at a fixed price of 100 pence per C Share. Any Ordinary Shares issued pursuant to the Placing Programme will be issued at a price

calculated by reference to the estimated cum income Net Asset Value per Ordinary Share together with a premium at least sufficient to cover the costs and expenses of the relevant Subsequent Placing pursuant to the Placing Programme (including, without limitation, any placing commissions).

Ordinary Shares and/or C Shares issued under the Placing Programme may be issued under this document provided that it is updated by a supplementary prospectus (if required) under section 87G of FSMA.

Further details about the Placing Programme are set out in Part 4 of this document.

### **13. NON-MAINSTREAM POOLED INVESTMENTS AND MIFID II**

As an investment trust, the Shares will be “excluded securities” under the FCA’s rules on non-mainstream pooled investments. Accordingly, the promotion of the Shares is not subject to the FCA’s restriction on the promotion of non-mainstream pooled investments.

The Board has reviewed MiFID II and the ESMA guidance published thereto and has concluded that the Shares constitute a non-complex product for the purposes of MiFID II.

### **14. TAXATION**

Potential investors are referred to Part 5 of this document for details of the taxation of the Company and Shareholders in the UK. Investors who are in any doubt as to their tax position or who are subject to tax in jurisdictions other than the UK are strongly advised to consult their own professional advisers immediately.

### **15. RISK FACTORS**

The Company’s performance is dependent on many factors and potential investors should read the whole of this document and in particular the section entitled “Risk Factors” on pages 17 to 25 of this document.

## PART 2

# DIRECTORS, MANAGEMENT AND ADMINISTRATION

## 1. DIRECTORS

The Directors are responsible for the determination of the Company's investment objective and policy and have overall responsibility for the Company's activities including the review of investment activity and performance. The Company is an internally managed investment company and is its own AIFM for the purposes of the AIFM Directive.

The Directors may delegate certain functions to other parties, such as the Portfolio Manager, the Administrator, the Company Secretary and the Registrar. In particular, responsibility for portfolio management functions in relation to the Portfolio has been delegated to the Portfolio Manager, subject at all times to the overall supervision and control of the Board.

The Directors will meet at least four times a year, and at such other times as may be required. The Directors (including the Chairman) are all non-executive directors and independent of the Portfolio Manager.

The Directors are as follows:

### **Jane Tufnell (aged 54) (Chairman)**

Jane has over 30 years' experience in financial services, initially at CountyNatwest, where she managed pension fund exposure to UK small companies. In 1994 she co-founded the investment management firm Ruffer LLP and served on its management board until retiring in 2014.

She is currently Senior Independent Director of The Diverse Income Trust plc and a non-executive director of JP Morgan Claverhouse Investment Trust plc and Record plc, the currency management specialist.

### **Richard King (aged 62) (Non-executive Director)**

Richard spent 35 years with Ernst and Young LLP becoming deputy Managing Partner of UK & Ireland and a member of both the Europe, Middle East, India and Africa (EMEA) Board and Global management group. Since leaving EY, Richard has been involved either as chairman or non-executive director on a variety of private and public companies and has been involved in company disposals in excess of £400 million. Richard is a director of GYG Plc, a partner at Rockpool Investments LLP and is on the advisory board of Frogmore Property Group. He is also chair of trustees for the Willow Foundation.

### **Peter Hewitt (aged 61) (Non-executive Director)**

Peter has 35 years of investment management experience. In 1983 he joined Ivory & Sime managing first US equities and then moving onto UK smaller companies from 1987-1992. He then focussed on management of UK pension fund accounts until 1996.

He moved to Murray Johnstone as Head of UK Equities with a focus on UK income funds. In 2000 he re-joined Friend Ivory & Sime and specialised in management of investment trust funds and products. In 2008 he launched the listed F&C Managed Portfolio Trust and remains the current investment manager of the trust. He is a Director, Global Equities of BMO Global Asset Management.

### **Arabella Cecil (aged 50) (Non-executive Director)**

Arabella started working in financial services in 1987, training in Milan and Paris before CL-Laing in London, where she headed institutional analysis into the food manufacturing sector. In 1998 she founded a media company which specialised in the IMAX format. Between 2008 and 2012 she worked for Culross Global Management, ultimately as a member of the firm's Investment and Risk Committees.



In 2012 she co-founded the investment trust BACIT Ltd, which became Syncona Ltd in December 2016. She will serve as Chief Investment Officer of Syncona Ltd's fund portfolio until 1 April 2018 and then Syncona's Head of Fund Investments thereafter.

## **2. THE PORTFOLIO MANAGER**

### **2.1 Introduction**

The Company has appointed Odyssean Capital LLP to manage the Portfolio, pursuant to the Portfolio Management Agreement.

The Portfolio Manager was founded in 2017 by Stuart Widdowson and the Harwood Capital Management Group (an independently owned investment group) and is jointly owned by both parties. The Chairman of the Portfolio Manager is Ian Armitage, former CEO and Chairman of HgCapital.

Harwood Capital provides certain services to the Portfolio Manager, including but not limited to finance, operations and compliance. Harwood Capital is part of the Harwood Capital Management Group which was founded by Christopher Mills in 2011 following its demerger from JO Hambro Capital Management, in which Mr Mills was a founding, and the largest, shareholder. As at 31 January 2018, Harwood Capital had £1.1 billion of funds under management and the Harwood Capital Management Group had approximately £4.4 billion of funds under management.

### **2.2 Key personnel**

The experienced team that will manage the Portfolio will be Stuart Widdowson and Edward Wielechowski:

#### ***Stuart Widdowson***

Stuart is the Managing Partner of the Portfolio Manager, which he founded in 2017. He has spent the last 17 years investing in public and private UK small and mid-size corporates and a further two years providing investment advisory services in the same field. He will be the Lead Manager for the Company's Portfolio.

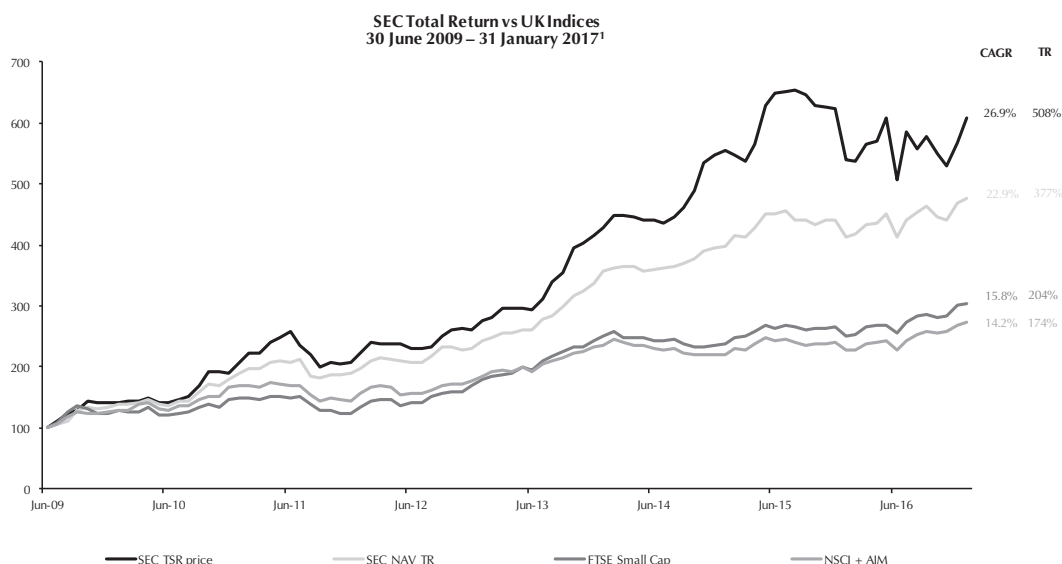
Prior to founding the Portfolio Manager, Stuart was at GVQ Investment Management where he held the position of Fund Manager and Head of Strategic Investments for more than seven years. During his time at GVQ, Mr Widdowson led the transformation of the performance of Strategic Equity Capital plc ("**SEC**") and significantly improved shareholder value. Consequently, he led SEC to win several industry awards and was recognised as Fund Manager of the Year at both the PLC and QCA awards in 2015.

Stuart began his career as a strategy consultant undertaking commercial due diligence and strategy projects for private equity and corporate clients. In 2001, he joined HgCapital and spent five years working on small and mid-cap leveraged buyouts in the UK and Germany. During this time, he worked on a number of public to private transactions of UK quoted companies.

#### ***Performance record of SEC***

The graph below shows the share price and net asset value per share total return performance of SEC compared with the total returns of the FTSE Small Cap (ex investment companies) Index and the Numis Smaller Companies ex Investment Trusts plus AIM Index during Mr Widdowson's tenure as head of GVQ Investment Management's strategic investment team. In the period from 30 June 2009 to 31 January 2017, SEC delivered a net asset value total return of 377 per cent. and a share price total return of 508 per cent. compared to the comparator indices which delivered 204 per cent. and 174 per cent., respectively.





Source: <sup>1</sup>Bloomberg, Trustnet. TSR based on monthly data. Mr Widdowson was lead manager of SEC from 30 June 2009 until 3 February 2017. SEC NAV & Indices are rebased to 100 as at 30 June 2009. NSCI & AIM TR – Numis Smaller Companies Index ex Investment Trusts & AIM Total Return. CAGR = Compound Annual Growth Rate. TR = Share Price Total Return.

Past performance is no guide to future performance. The value of an investment can go up and down.

### **Edward Wielechowski**

Edward joined the Portfolio Manager in December 2017 as a fund manager and will be the Deputy Fund Manager for the Company's Portfolio.

Previously he was a Principal in the European Technology, Media and Telecoms team at HgCapital. He joined HgCapital in 2006 and has worked on numerous completed deals, including multiple bolt-on transactions made by portfolio companies. He has additional quoted market experience having led all aspects of the successful IPO of Manx Telecom plc in 2014 as well as having evaluated and executed public to private transactions. Edward started his career as an analyst in the UK mergers and acquisitions department of JPMorganCazenove in 2004.

## **2.3 The Portfolio Management Agreement**

The Company is internally managed for the purposes of the AIFM Directive and is its own AIFM, with the Board being responsible for the Company's portfolio management and risk management functions in accordance with the AIFM Directive.

Under the terms of the Portfolio Management Agreement, the Company has delegated discretionary portfolio management functions to the Portfolio Manager, at all times subject to the overall supervision and control of the Board.

Pursuant to the terms of the Portfolio Management Agreement, the Portfolio Manager is entitled, with effect from Initial Admission, to receive an annual management fee equal to the lower of: (i) 1.0 per cent. of the Net Asset Value (calculated before deduction of any accrued but unpaid management fee and any performance fee) per annum; or (ii) 1.0 per cent. per annum of the Company's market capitalisation. The annual management fee is calculated and accrues daily and is payable quarterly in arrears.

In addition, the Portfolio Manager will be entitled to a performance fee (the **"Performance Fee"**) in certain circumstances.

The Company's performance is measured over rolling three-year periods ending on 31 March each year (each a **"Performance Period"**), by comparing the Net Asset Value total return per Ordinary Share over a Performance Period against the total return performance of the Numis Smaller Companies ex Investment Trusts plus AIM Index (the **"Comparator Index"**). The first Performance Period will run from Initial Admission to 31 March 2021.

A Performance Fee is payable if the Net Asset Value per Ordinary Share at the end of the relevant Performance Period (as adjusted to: (i) add back the aggregate value of any dividends per Ordinary Share paid (or accounted as paid for the purposes of calculating the Net Asset Value) to Shareholders during the relevant Performance Period; and (ii) exclude any accrual for unpaid Performance Fee accrued in relation to the relevant Performance Period) (the **“Net Asset Value Total Return per Share”**) exceeds both:

- (iii) (a) the Net Asset Value per Ordinary Share at Initial Admission, in relation to the first Performance Period; and (b) thereafter the Net Asset Value per Ordinary Share on the first Business Day of a Performance Period; in each case as adjusted by the aggregate amount of: (i) the total return on the Comparator Index (expressed as a percentage); and (ii) 1.0 per cent. per annum over the relevant Performance Period (the **“Target Net Asset Value per Share”**); and
- (iv) the highest previously recorded Net Asset Value per Ordinary Share as at the end of the relevant Performance Period in respect of which a Performance Fee was last paid (or the Net Asset Value per Ordinary Share as at Initial Admission, if no Performance Fee has been paid) (the **“High Watermark”**),

with any resulting excess amount being known as the **“Excess Amount”**.

The Portfolio Manager will be entitled to 10 per cent. of the Excess Amount multiplied by the time weighted average number of Ordinary Shares in issue during the relevant Performance Period to which the calculation date relates. The Performance Fee will accrue daily.

Payment of a Performance Fee that has been earned will be deferred to the extent that the amount payable exceeds 1.75 per cent. per annum of the Net Asset Value at the end of the relevant Performance Period (amounts deferred will be payable when, and to the extent that, following any later Performance Period(s) with respect to which a Performance Fee is payable, it is possible to pay the deferred amounts without causing that cap to be exceeded or the relevant Net Asset Value Total Return per Share to fall below both the relevant Target Net Asset Value per Share and the relevant High Watermark, with any amount not paid being retained and carried forward).

Subject at all times to compliance with relevant regulatory and tax requirements, any Performance Fee paid or payable shall:

- where, as at the relevant calculation date, the Ordinary Shares are trading at, or at a premium to, the latest published Net Asset Value per Ordinary Share; be satisfied as to 50 per cent. of its value by the issuance of new Ordinary Shares by the Company to the Portfolio Manager (rounded down to the nearest whole number of Ordinary Shares) (including the reissue of treasury shares) issued at the latest published Net Asset Value per Ordinary Share applicable at the date of issuance;
- where, as at the relevant calculation date, the Ordinary Shares are trading at a discount to the latest published Net Asset Value per Ordinary Share; be satisfied as to 100 per cent. of its value in cash and the Portfolio Manager shall, as soon as reasonably practicable following receipt of such payment, use 50 per cent. of such Performance Fee payment to make market purchases of Ordinary Shares (rounded down to the nearest whole number of Ordinary Shares) within four months of the date of receipt of such Performance Fee payment,

(in each case **“Restricted Shares”**).

Each such tranche of Restricted Shares issued to, or acquired by, the Portfolio Manager will be subject to a lock-up undertaking for a period of three years post issuance or acquisition (subject to customary exceptions).

At no time shall the Portfolio Manager (and/or any persons deemed to be acting in concert with it for the purposes of the Takeover Code) be obliged, in the absence of a relevant whitewash resolution having been passed in accordance with the Takeover Code, to receive, or acquire,

further Ordinary Shares where to do so would trigger a requirement to make a mandatory offer pursuant to Rule 9 of the Takeover Code. Where any restriction exists on the issuance of further Ordinary Shares to the Portfolio Manager, the relevant amount of the Performance Fee may be paid in cash.

In addition, the Portfolio Manager is entitled to reimbursement for all costs and expenses properly incurred by it in the performance of its duties under the Portfolio Management Agreement.

The initial term of the Portfolio Management Agreement is three years commencing on the date of Initial Admission (the “**Initial Term**”). The Company may terminate the Portfolio Management Agreement by giving the Portfolio Manager not less than six months’ prior written notice such notice not to be served prior to the end of the Initial Term. The Portfolio Manager may terminate the Portfolio Management Agreement by giving the Company not less than six months’ prior written notice such notice not to be served prior to the end of the Initial Term.

Further details of the Portfolio Management Agreement are set out in paragraph 6.2 of Part 6 of this document.

### **3. CONFLICTS OF INTEREST**

The Portfolio Manager and its affiliates may be involved in other financial, investment or professional activities which may, directly or indirectly, on occasion give rise to conflicts of interest with the Company. In particular, the Portfolio Manager may in the future manage funds other than the Company and/or managed accounts and may provide investment management, investment advisory or other services in relation to these future funds and/or managed accounts which may have similar investment policies to that of the Company.

The Portfolio Manager will treat all of the Company’s investors fairly and will not allow any investor to obtain preferential treatment. The Portfolio Manager and its affiliates may from time to time act for other clients or manage other funds, which may have similar investment objectives and policies to that of the Company. Circumstances may arise where investment opportunities will be available to the Company which are also suitable for one or more of such clients of the Portfolio Manager and its affiliates or such other funds and/or managed accounts. The Directors have satisfied themselves that the Portfolio Manager and its affiliates have procedures in place to address potential conflicts of interest and that, where a conflict arises, the Portfolio Manager and its affiliates will allocate the opportunity on a fair basis.

The Portfolio Manager has regard to its obligations under the Portfolio Management Agreement or otherwise to act in the best interests of the Company, so far as is practicable having regard to its obligations to other clients, when potential conflicts of interest arise. In the event of a conflict of interest arising, the Portfolio Manager will ensure that it is resolved fairly and in accordance with the COB Rules and in particular, that any transactions are effected on terms which are not materially less favourable to the Company than if the potential conflict had not existed. The COB Rules require the Portfolio Manager to ensure fair treatment of all its clients. The COB Rules also require that when an investment is made it should be allocated fairly amongst all of its clients for whom the investment is appropriate. In particular, the Portfolio Manager uses its reasonable efforts to ensure that the Company has the opportunity to participate in potential investments identified by the Portfolio Manager which fall within the Company’s investment objective and policy, on the best terms reasonably obtainable at the relevant time with the aim of ensuring that the principle of best execution is attained in accordance with the COB Rules.

### **4. OTHER ARRANGEMENTS**

#### **4.1 Administrator**

The Administrator shall provide general fund administration services (including calculation of the Net Asset Value based on the data provided by the Portfolio Manager), bookkeeping and accounts preparation.

Under the terms of the Administration Agreement, the Administrator is entitled to an administration fee of £88,400 per annum plus an ad valorem fee of 1.5 basis points of the value of assets in excess of £250 million, in each case exclusive of any applicable VAT. The Administrator is also entitled to reimbursement of all reasonable out of pocket expenses incurred by it in connection with its duties.

#### **4.2 Company Secretary**

Link Company Matters Limited shall provide company secretarial functions required by the Companies Act. The Company's statutory records will be maintained at the Company's registered office.

Under the terms of the Company Secretarial Services Agreement, the aggregate fees payable to the Company Secretary are expected to be approximately £51,500 per annum (exclusive of VAT). The Company Secretary is also entitled to reimbursement of all reasonable out of pocket expenses incurred by it in connection with its duties.

#### **4.3 Custodian**

RBC Investor Services Trust (UK Branch) has been appointed as the Custodian of the Company, pursuant to the Custody Agreement, to act as principal custodian of the Company's investments, cash and other assets and to accept responsibility for the safe custody of the property of the Company which is delivered to and accepted by the Custodian or any of its sub-custodians as and when such custody services may be required. The Custodian has agreed to hold the investments of the Company on a segregated basis from its own assets and, accordingly, the Company's assets should not be available to the creditors of the Custodian in the event of its insolvency.

Under the terms of the Custody Agreement, the Custodian receives a safe-keeping fee and transaction fees which vary by market. The minimum fee payable to the Custodian is £25,000 per annum (exclusive of VAT) subject to increase in certain specified circumstances).

The Custodian is the UK branch of a trust company incorporated under the laws of Canada. Its UK address is at Riverbank House, 2 Swan Lane, London EC4R 3AF (tel: +44(0)207 653 4000). The Custodian is authorised and regulated by the Office of the Superintendent of Financial Institutions of Canada and authorised by the Prudential Regulation Authority. The Custodian is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Details of the Custody Agreement are set out in paragraph 6.8 of Part 6 of this document.

#### **4.4 Registrar**

The Company utilises the services of Equiniti Limited as registrar in relation to the transfer and settlement of Shares. Under the terms of the Registrar Agreement, the Registrar is entitled to an annual maintenance fee per Shareholder account per annum, subject to a minimum fee of £3,900. The Registrar is also entitled to activity fees under the Registrar Agreement.

#### **4.5 Auditor**

KPMG LLP provides audit services to the Company. The annual report and accounts will be prepared according to the accounting standards laid out under IFRS. The fees charged by the Auditor depend on the services provided and on the time spent by the Auditor on the affairs of the Company. The Auditor's fee for the financial period ended 31 March 2019 is expected to be £22,000 (excluding VAT).

### **5. FEES AND EXPENSES**

#### **5.1 Issue expenses – the Initial Issue**

The issue expenses of the Company are those that arise from, or are incidental to, the establishment of the Company, the Initial Issue and Initial Admission. These expenses include the commissions payable under the Placing and Offer Agreement, Receiving Agent's fees,

listing and admission fees, printing, legal and accounting fees and any other applicable expenses.

The costs and expenses of, and incidental to, the Initial Issue payable by the Company are capped at 2.0 per cent. of the Initial Gross Proceeds.

## **5.2 Issue expenses – the Placing Programme**

The issue expenses of the Company relating to the Placing Programme are those that arise from, or are incidental to, the issue of Shares issued pursuant to a Subsequent Placing. These include the fees payable in relation to each subsequent Admission, including listing fees, as well as the fees and commissions due under the Placing and Offer Agreement and any other applicable expenses in relation to the Placing Programme.

The issue expenses of a Subsequent Placing will be met by the Company from the proceeds of such Subsequent Placing. On the assumption that a further 100 million Shares are issued pursuant to the Placing Programme at an issuance price of 100 pence per Share, the expenses of the Placing Programme are estimated to be £1.6 million.

## **5.3 On-going annual expenses**

The Company's ongoing annual expenses are currently expected to amount to approximately £1.5 million, representing 1.5 per cent. of Net Asset Value per annum (excluding Performance Fees) assuming a Net Asset Value on Initial Admission of £98 million. The Company's ongoing annual expenses (excluding fees payable to the Portfolio Manager) are expected to be approximately £0.5 million, the majority of which are fixed costs. Therefore, if the Net Asset Value on Initial Admission is less than £98 million, the ongoing charges ratio can be expected to be higher.

# **6. CORPORATE GOVERNANCE**

The Company will comply with the provisions of Chapter 9 of the Listing Rules regarding corporate governance. Chapter 9 of the Listing Rules requires that the Company must "comply or explain" against the UK Corporate Governance Code. In addition, the Disclosure Guidance and Transparency Rules require the Company to: (i) make a corporate governance statement in its annual report and accounts based on the code to which it is subject, or with which it voluntarily complies; and (ii) describe its internal control and risk management systems.

The Directors recognise the value of the UK Corporate Governance Code and have taken appropriate measures to ensure that the Company complies, so far as is possible given the Company's size and nature of business, with the UK Corporate Governance Code. The areas of non-compliance by the Company with the UK Corporate Governance Code are in respect of the provisions relating to:

- the role of the chief executive;
- executive directors' remuneration; and
- the need for an internal audit function.

The Board considers these provisions are not relevant to the position of the Company because it is an investment company and it has no employees and therefore no requirement for a chief executive and by reason of the size and composition of the Board.

As at the date of this document, the Company complies with the AIC Code and intends to become a member of the AIC shortly following Initial Admission. In accordance with the AIC Code, the Company meets its obligations in relation to the UK Corporate Governance Code.

## **6.1 The Board and Board Committees**

The Chairman is Jane Tufnell and the Senior Independent Director is Arabella Cecil.

The Board considers each of the Non-Executive Directors (including the Chairman) to be independent for the purposes of the UK Corporate Governance Code. A majority of the Board will at all times be independent of the Portfolio Manager.

The full Board will meet at least four times a year to consider general matters affecting the Company and otherwise as required. Committee meetings comprising any two or more Directors will meet on an ad hoc basis to consider transactional and related matters concerning the Company's business.

The Board has established an Audit Committee and a Management Engagement Committee. These committees will undertake specific activities through delegated authority from the Board. Terms of reference for each committee have been adopted and will be reviewed on a regular basis by the Board. The Board as a whole will undertake the functions of the remuneration and nomination committees.

## **6.2 Audit Committee**

The Audit Committee comprises Peter Hewitt, Jane Tufnell, Arabella Cecil and Richard King (who is Chairman and is considered to have recent and relevant financial experience). The Audit Committee will meet at least twice a year. There are likely to be a number of regular attendees at meetings of the Audit Committee, including the Company's external auditors.

The Audit Committee is responsible for ensuring that the financial performance of the Company is properly reported and monitored. The Audit Committee reviews the annual and interim accounts, the accounting policies of the Company and key areas of accounting judgment, management information statements, financial announcements, internal control systems, risk management and the continuing appointment of auditors. It also monitors the whistle blowing policy and procedures over fraud and bribery.

Due to its size, structure and the nature of its activities, the Company does not have an internal audit function. The Audit Committee will continue to keep this matter under review.

## **6.3 Management Engagement Committee**

The Management Engagement Committee comprises Jane Tufnell, Richard King, Arabella Cecil and Peter Hewitt (who is Chairman). The Management Engagement Committee will meet at least once a year or more often, if required. Its principal duties will be to consider the terms of appointment of the Portfolio Manager and it will annually review that appointment and the terms of the Portfolio Management Agreement. The Management Engagement Committee will also review the terms of appointment of other key service providers to the Company.

## **6.4 Directors' share dealings**

Each of the Directors has agreed to use their applicable Directors' fees (net of applicable taxes) to acquire Ordinary Shares in the secondary market, subject to regulatory requirements.

In relation to any dealings, the Directors will comply with the share dealing code adopted by the Company in accordance with MAR in relation to their dealings in Shares. The Board will be responsible for taking all proper and reasonable steps to ensure compliance with the share dealing code by the Directors.



## PART 3

### THE INITIAL ISSUE

#### 1. INTRODUCTION

The Company is proposing to issue up to 100 million Ordinary Shares pursuant to the Initial Issue, comprising of the Initial Placing and the Offer for Subscription.

The Minimum Gross Proceeds of the Initial Issue are £40 million. In the event that the Minimum Gross Proceeds are not raised the Initial Issue and the Placing Programme will not proceed.

The total number of Ordinary Shares to be issued pursuant to the Initial Issue, and therefore the Initial Gross Proceeds, are not known as at the date of this document but will be notified by the Company via a Regulatory Information Service announcement and the Company's website prior to Initial Admission. The Initial Issue has not been underwritten.

The Net Proceeds, after deduction of expenses, are expected to be £98 million on the assumption that the Initial Gross Proceeds are £100 million.

Application will be made for the Ordinary Shares (issued and to be issued in connection with the Initial Issue) to be admitted to listing on the premium listing segment of the Official List and to trading on the London Stock Exchange's Main Market for listed securities. It is expected that Initial Admission will become effective and dealings in the Ordinary Shares will commence at 8.00 a.m. on 1 May 2018.

#### 2. THE INITIAL ISSUE

##### Overview

The Initial Placing and Offer for Subscription will each be made at an Issue Price of 100 pence per Ordinary Share.

The Initial Placing and Offer for Subscription are conditional, *inter alia*, on: (i) Initial Admission having become effective on or before 8.00 a.m. on 1 May 2018 or such later time and/or date as the Company and Winterflood Securities may agree (being not later than 8.00 a.m. on 30 June 2018); (ii) the Placing and Offer Agreement becoming wholly unconditional as regards the Initial Issue (save as to Initial Admission) and not having been terminated in accordance with its terms at any time prior to Initial Admission; and (iii) the Minimum Gross Proceeds being raised.

NASCIT, a self-managed investment company affiliated with Harwood Capital, intends to subscribe for 13,400,000 Ordinary Shares pursuant to the Initial Issue. Ian Armitage, Chairman of the Portfolio Manager, intends to subscribe for 6,600,000 Ordinary Shares pursuant to the Initial Issue. In addition, Stuart Widdowson and his connected parties intend to subscribe for at least 1,200,000 Ordinary Shares pursuant to the Initial Issue. In the event that the Company issues its target of 100,000,000 Ordinary Shares pursuant to the Initial Issue and the Concert Party subscribes for 21,200,000 Ordinary Shares, the aggregate holding of the Concert Party would represent 21.2 per cent. of the issued share capital of the Company. In the event that fewer than 100,000,000 Ordinary Shares are issued, the aggregate total subscription by the Concert Party will be limited to less than 30 per cent. of the issued share capital, other than with the prior approval of the Board and Winterflood Securities.

The Directors believe that these proposed investments in the Company strongly align the interests of the Portfolio Manager with Shareholders.

Subject to the statutory right of withdrawal of subscribers under the Offer for Subscription pursuant to section 87(Q)(4) of FSMA in the event of the publication of a supplementary prospectus, applicants in the Initial Issue may not withdraw their applications for Ordinary Shares.

If the Initial Issue does not proceed (due to the Minimum Gross Proceeds not being raised or otherwise), any monies received under the Initial Issue will be returned to applicants either by cheque without interest (at the risk of the applicant), or direct to the account of the bank or building society on which the relevant cheque or banker's draft was drawn.

No expenses or taxes will be charged by the Company to investors in the Initial Issue.



## Initial Placing

Winterflood Securities has agreed to use its reasonable endeavours to procure subscribers pursuant to the Initial Placing on the terms and subject to the conditions set out in the Placing and Offer Agreement. Commitments under the Initial Placing must be received by 2.00 p.m. on 25 April 2018 (or such later date, not being later than 30 June 2018, as the Company and Winterflood Securities may agree). If the Initial Placing is extended, the revised timetable will be notified by way of a Regulatory Information Service announcement.

The terms and conditions of the Initial Placing are set out in Part 8 of this document.

## Offer for Subscription

The Company has agreed to make an offer of Ordinary Shares pursuant to the Offer for Subscription at the Issue Price, subject to the Terms and Conditions of Application as set out in Part 9 of this document. **The Terms and Conditions of Application and the Application Form set out in the Appendix to this document should be read carefully before an application is made. Investors should consult their independent financial adviser if they are in any doubt about the contents of this document or the acquisition of Ordinary Shares.**

Applications under the Offer for Subscription must be for Ordinary Shares with a minimum subscription amount of £1,000. Multiple applications will be accepted.

Application Forms accompanied by a cheque or banker's draft in Sterling made payable to Equiniti Limited RE: Odyssean Investment Trust PLC – OFS application for the appropriate sum should be returned to the Receiving Agent by no later than 1.00 p.m. on 24 April 2018. For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by no later than 1.00 p.m. on 24 April 2018. Please contact Equiniti Corporate Actions by email at [offer@equiniti.com](mailto:offer@equiniti.com) and the Receiving Agent will provide applicants with the bank account details, together with a unique reference number which must be used when sending payment.

Applicants choosing to settle via CREST, that is DVP, will need to input their instructions to the Receiving Agent's Participant Account 5RA92, Member Account RA278901 by no later than 1.00 p.m. on 30 April 2018, allowing for the delivery and acceptance of Ordinary Shares to be made against payment of the Issue Price per Ordinary Share at 8.00 a.m. on 1 May 2018, following the CREST matching criteria set out in the Application Form.

If the Offer for Subscription is extended, the revised timetable will be notified by way of a Regulatory Information Service announcement.

## 3. BASIS OF ALLOCATION UNDER THE INITIAL ISSUE

In the event of the Initial Issue being oversubscribed, the Initial Placing and Offer for Subscription are subject to scaling back at the absolute discretion of Winterflood Securities, in consultation with the Company. The Offer for Subscription may be scaled back in favour of the Initial Placing and the Initial Placing may be scaled back in favour of the Offer for Subscription at the discretion of Winterflood Securities, in consultation with the Company. Winterflood Securities has the discretion (in consultation with the Company) to determine the basis of allocation within and between the Offer for Subscription and the Initial Placing. No assurance can be given that applications made under either the Initial Placing or the Offer for Subscription will be met in full or in part or at all.

The Company (acting through Winterflood Securities in respect of the Initial Placing and the Receiving Agent in respect of the Offer for Subscription) will notify investors of the number of Ordinary Shares in respect of which their application has been successful and the results of the Initial Issue will be announced by the Company on or around 26 April 2018 via a Regulatory Information Service announcement.

## 4. REASONS FOR THE INITIAL ISSUE AND USE OF PROCEEDS

The Initial Issue is intended to raise capital for investment in accordance with the Company's investment policy.

The Directors intend to use the Net Proceeds, after providing for the Company's operational expenses, to purchase investments in line with the Company's investment objective and investment policy.

The Board intends that at least 75 per cent. of the Net Proceeds will be deployed in accordance with the Company's investment policy within a period of six months after Initial Admission (subject to market conditions).

## **5. THE PLACING AND OFFER AGREEMENT**

The Placing and Offer Agreement contains provisions entitling Winterflood Securities to terminate the Initial Issue (and the arrangements associated with it) at any time prior to Initial Admission in certain circumstances. If this right is exercised, the Initial Issue and these arrangements will lapse and any monies received in respect of the Initial Issue will be returned to each applicant without interest at the applicant's risk.

The Placing and Offer Agreement provides for Winterflood Securities to be paid commissions by the Company in respect of the Ordinary Shares to be allotted pursuant to the Initial Issue. Under the Placing and Offer Agreement, Winterflood Securities is entitled at its discretion and out of its own resources at any time to rebate to some or all investors, or to other parties, part or all of its fees relating to the Initial Issue. Winterflood Securities is also entitled under the Placing and Offer Agreement to retain agents and may pay commission in respect of the Initial Issue to any or all of those agents out of its own resources.

Further details of the terms of the Placing and Offer Agreement are set out in paragraph 6.1 of Part 6 of this document.

## **6. INTERMEDIARIES**

In connection with the Offer for Subscription, Winterflood Securities and/or the Company may appoint Intermediaries to market the Ordinary Shares to potential retail investors in the United Kingdom.

Each Intermediary will, on appointment, agree to terms and conditions which will regulate, *inter alia*, the conduct of the Intermediaries in relation to the offering of Ordinary Shares on market standard terms and provide for the payment of commission fees or fees to cover expenses to any such Intermediaries that elect to receive such payments from Winterflood Securities and/or the Company.

Each Intermediary will submit an Application Form pursuant to the Offer for Subscription in its own name, as nominee, for the aggregate number of Ordinary Shares procured by it via subscriptions from underlying retail investors.

Each applicant who applies for Ordinary Shares via an Intermediary must comply with the appropriate money laundering checks required by the relevant Intermediary. Where an application is not accepted or there are insufficient Ordinary Shares available to satisfy an application in full (due to scaling back of subscriptions or otherwise), the relevant Intermediary will be obliged to refund the applicant as required and all such refunds shall be made without interest. The Company and Winterflood Securities accept no responsibility with respect to the obligation of the Intermediaries to refund monies in such circumstances.

The publication of this document and any actions taken by the Company and/or Winterflood Securities, the Intermediaries or other persons in connection with the Offer for Subscription should not be taken as any representation or assurance as to the basis on which the number of Ordinary Shares to be offered under the Offer for Subscription or allocations between applications in the Offer for Subscription (from Intermediaries or otherwise) will be determined and any such actions or statements are hereby disclaimed by the Company and Winterflood Securities.

## **7. INITIAL ADMISSION**

Application will be made for the Ordinary Shares (issued and to be issued in connection with the Initial Issue) to be admitted to listing on the premium segment of the Official List and to trading on the London Stock Exchange's Main Market for listed securities. It is expected that Initial Admission

will become effective, and that dealings in the Ordinary Shares will commence, at 8.00 a.m. on 1 May 2018.

The ISIN of the Ordinary Shares is GB00BFFK7H57 and the SEDOL is BFFK7H5.

The Company does not guarantee that at any particular time market maker(s) will be willing to make a market in the Ordinary Shares, nor does it guarantee the price at which a market will be made in the Ordinary Shares. Accordingly, the dealing price of the Ordinary Shares may not necessarily reflect changes in the Net Asset Value per Ordinary Share.

## **8. SETTLEMENT**

Payment for the Ordinary Shares applied for under the Offer for Subscription should be made in accordance with the instructions contained in the Application Form set out at the end of this document. Payment for the Ordinary Shares to be acquired under the Initial Placing should be made in accordance with settlement instructions provided to investors by Winterflood Securities. To the extent that any application or subscription for Ordinary Shares is rejected in whole or part, monies will be returned to the relevant Placee or applicant at its risk without interest.

An investor applying for Ordinary Shares in the Initial Issue may receive Ordinary Shares in certificated or uncertificated form. The Ordinary Shares are in registered form. No temporary documents of title will be issued. It is expected that CREST accounts will be credited on 1 May 2018 in respect of Ordinary Shares issued in uncertificated form and definitive share certificates in respect of Ordinary Shares held in certificated form will be despatched by post during the week commencing 7 May 2018, at the Shareholder's own risk.

## **9. CREST**

CREST is a paperless settlement procedure enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by written instrument. The Articles permit the holding of Ordinary Shares under the CREST system. The Company has applied for the Ordinary Shares to be admitted to CREST with effect from Initial Admission. Accordingly, settlement of transactions in the Ordinary Shares following Initial Admission may take place within the CREST system if any Shareholder so wishes.

## **10. ISA, SSAS AND SIPP**

The Ordinary Shares will, on Initial Admission, be "qualifying investments" for the stocks and shares component of an ISA (subject to applicable subscription limits) provided that they have been acquired by purchase in the market (which, for these purposes, will include any Ordinary Shares acquired directly under the Offer for Subscription but not any Ordinary Shares acquired directly under the Initial Placing).

Save where Ordinary Shares are being acquired using available funds in an existing ISA, an investment in Ordinary Shares by means of an ISA is subject to the usual annual subscription limits applicable to new investments into an ISA. The Ordinary Shares will be permissible assets for SIPP and SSAS.

The Board will use its reasonable endeavours to manage the affairs of the Company so as to enable this status to be maintained.

## **11. OVERSEAS PERSONS**

The attention of potential investors who are Overseas Persons is drawn to the paragraphs below.

The offer of Ordinary Shares under the Initial Issue to Overseas Persons may be affected by the laws of the relevant jurisdictions. Such persons should consult their professional advisers as to whether they require any government or other consents or need to observe any applicable legal requirements to enable them to obtain Ordinary Shares under the Initial Issue. It is the responsibility of all Overseas Persons receiving this document and/or wishing to subscribe for Ordinary Shares under the Initial Issue to satisfy themselves as to full observance of the laws of the relevant territory in connection therewith, including obtaining all necessary governmental or other consents that may be required

and observing all other formalities needing to be observed and paying any issue, transfer or other taxes due in such territory.

No person receiving a copy of this document in any territory other than the UK may treat the same as constituting an offer or invitation to him/her, unless in the relevant territory such an offer can lawfully be made to him/her without compliance with any further registration or other legal requirements.

Persons (including, without limitation, nominees and trustees) receiving this document may not distribute or send it to any U.S. Person or in or into the United States or any other jurisdiction where to do so would or might contravene local securities laws or regulations. In particular, investors should note that the Company has not, and will not be, registered under the U.S. Investment Company Act and the offer, issue and sale of the Ordinary Shares have not been, and will not be, registered under the U.S. Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. Accordingly, the Ordinary Shares are only being offered and sold outside the United States to non-U.S. Persons in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Regulation S thereunder. The Ordinary Shares may not be offered, sold, pledged or otherwise transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, any U.S. Person, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States.

In addition, until 40 days after the commencement of the Initial Issue, an offer or sale of the Ordinary Shares within the United States by any dealer (whether or not participating in the Initial Issue) may violate the registration requirements of the U.S. Securities Act.

The Company reserves the right to treat as invalid any agreement to subscribe for Ordinary Shares under the Initial Issue if it appears to the Company or its agents to have been entered into in a manner that may involve a breach of the securities legislation of any jurisdiction.

#### **United States transfer restrictions**

Each of Winterflood Securities and the Company has acknowledged and warranted in the Placing and Offer Agreement that it will not offer or sell or procure the offer or sale of the Ordinary Shares except in compliance with Regulation S. The Ordinary Shares have not been, and will not be, registered under the U.S. Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. Accordingly, investors may not reoffer, resell, pledge or otherwise transfer or deliver, directly or indirectly, any Ordinary Shares within the United States, or to, or for the account or benefit of, any U.S. Person.

## **12. TYPICAL INVESTOR**

The typical investors for whom an investment in the Ordinary Shares is appropriate are institutional investors, professionally advised private investors and non-advised private investors seeking exposure to a concentrated smaller companies portfolio with a focus on capital growth over the long term. Investors should understand the risks and merits of such an investment and have sufficient resources to bear any loss (which may equal the whole amount invested) that may result from such an investment. Such investors may wish to consult an independent financial adviser who specialises in advising on the acquisition of shares and other securities before making an investment. Any investor in the Company should understand and accept the risks inherent in the Company's investment policy.

## **PART 4**

### **THE PLACING PROGRAMME**

#### **1. INTRODUCTION**

The Company has authority to issue up to 200 million Shares in aggregate pursuant to the Placing Programme (less any Ordinary Shares issued pursuant to the Initial Issue). Ordinary Shares and/or C Shares may be issued pursuant to the Placing Programme.

The Placing Programme is flexible and may have a number of closing dates in order to provide the Company with the ability to issue Shares over a period of time. The Placing Programme is intended to satisfy market demand for Shares and to raise further money after the Initial Issue to increase the size of the Company and invest in accordance with the Company's investment policy.

The terms and conditions of the Placing Programme are set out in Part 8 of this document.

#### **2. BACKGROUND TO, AND REASONS FOR, THE PLACING PROGRAMME**

The Company will have the flexibility to issue Shares on a non-pre-emptive basis where there appears to be reasonable demand for Shares in the market, for example if the Ordinary Shares trade at a premium to the Net Asset Value per Ordinary Share. It is expected that the Board will issue C Shares, rather than Ordinary Shares, in circumstances where there is substantial investor demand such that an issue of Ordinary Shares would have the potential to exert "cash drag" on the performance of the existing Ordinary Shares. The assets representing the net proceeds of an issue of C Shares would be accounted for as a separate pool, and the C Shares would bear a proportionate share of the Company's costs and expenses, until such pool is substantially invested in accordance with the Company's investment policy, following which the C Shares would be converted into Ordinary Shares based on the respective Net Asset Value per Ordinary Share and the Net Asset Value per C Share.

For the purposes of assessing the Conversion Date of an issue of C Shares into Ordinary Shares, a separate pool underlying an issue of C Shares will be deemed to have been substantially invested upon the occurrence of the earliest of at least 85 per cent. (or such other percentage as the Directors will determine as part of the terms of issue or otherwise) of the assets attributable to that class of C Shares having been invested in accordance with the Company's investment policy or the date nine months from the allotment of the relevant tranche of C Shares. The rights attaching to C Shares, including the rights as to Conversion, are described in paragraph 4.21 of Part 6 of this document.

Shareholder authority to issue Shares on a non-pre-emptive basis was granted on 21 March 2018. In utilising its discretion under the Placing Programme and seeking such authorities in the future, the Directors intend to take into account relevant factors, including the desirability of limiting the premium to the Net Asset Value per Ordinary Share at which the Ordinary Shares trade in order to ensure that Shareholders and new investors who acquire Ordinary Shares are not disadvantaged by being required to acquire additional Ordinary Shares at a high premium to the Net Asset Value per Ordinary Share.

#### **3. BENEFITS OF THE PLACING PROGRAMME**

The Directors believe that the issue of Shares pursuant to the Placing Programme should yield the following principal benefits:

- giving the Company the ability to issue Shares, so as to better manage the premium at which the Ordinary Shares may trade relative to the Net Asset Value per Ordinary Share;
- enhancing the Net Asset Value per Ordinary Share of existing Ordinary Shares through new issuance of Ordinary Shares at a premium to the prevailing estimated cum-income Net Asset Value per Ordinary Share;
- growing the Company, thereby spreading operating costs over a larger capital base which should reduce the ongoing charges; and
- improving liquidity in the market for the Ordinary Shares.

The Directors will consider the potential impact of any Subsequent Placings under the Placing Programme and intend to ensure that it will not result in any material dilution of the total returns per Ordinary Share that the Company may be able to pay.

#### **4. THE PLACING PROGRAMME**

The Placing Programme will open on 2 May 2018 and will close on 25 March 2019 (or any earlier date on which it is fully subscribed, or otherwise at the discretion of the Directors).

The allotment of Shares under the Placing Programme is at the discretion of the Directors. Allotments may take place at any time prior to the final closing date of 25 March 2019 (or any earlier date on which it is fully subscribed). An announcement of each Subsequent Placing under the Placing Programme will be released through a Regulatory Information Service, including details of the type of Share (Ordinary Share or C Share) and number of Shares to be allotted and the Placing Programme Price for the allotment.

There is no minimum subscription. The Placing Programme is not being underwritten and, as at the date of this document, the actual number of Shares to be issued under the Placing Programme is not known. The maximum number of Shares available under the Placing Programme should not be taken as an indication of the number of Shares finally to be issued.

The net proceeds of any Subsequent Placing under the Placing Programme are dependent, *inter alia*, on, the level of subscriptions received; and the price at which such Shares are issued and the costs of the Subsequent Placing. It is expected that the costs of issuing Shares under the Placing Programme will be covered by issuing such Shares at the Placing Programme Price. The costs and expenses of any issue of C Shares under the Placing Programme will be paid out of the gross proceeds of such issue of C Shares and will be borne by holders of C Shares only.

#### **5. SCALING BACK**

In the event of oversubscription of a Subsequent Placing, applications under the relevant Subsequent Placing will be scaled back at the absolute discretion of Winterflood Securities (in consultation with the Company).

#### **6. THE PLACING AND OFFER AGREEMENT**

Under the Placing and Offer Agreement, Winterflood Securities has undertaken, as agent for the Company, to use its reasonable endeavours to procure subscribers under the Placing Programme for Shares at the Placing Programme Price. Details of the Placing and Offer Agreement are set out in paragraph 6.1 of Part 6 of this document.

Each allotment and issue of Shares pursuant to a Subsequent Placing under the Placing Programme is conditional, *inter alia*: on (i) Admission of the relevant Shares occurring by no later than 8.00 a.m. on such date as the Company and Winterflood Securities may agree from time to time in relation to that Admission, not being later than 25 March 2019; (ii) a valid supplementary prospectus being published by the Company if such is required by the Prospectus Rules; and (iii) the Placing and Offer Agreement being wholly unconditional as regards the relevant Subsequent Placing (save as to Admission) and not having been terminated in accordance with its terms prior to the relevant Admission.

In circumstances in which the conditions to a Subsequent Placing are not fully met, the relevant issue of Shares pursuant to the Placing Programme will not take place.

#### **7. THE PLACING PROGRAMME PRICE**

Subject to the requirements of the Listing Rules, the minimum price at which Ordinary Shares will be issued pursuant to the Placing Programme, which will be in Sterling, will be calculated by reference to the estimated cum-income Net Asset Value per Ordinary Share of each existing Ordinary Share together with a premium intended to cover the costs and expenses of any Subsequent Placing (including, without limitation, any placing commissions). Fractions of Ordinary Shares will not be issued.



The issue price of any C Shares issued pursuant to the Placing Programme will be 100 pence per C Share.

The Placing Programme Price will be announced through a Regulatory Information Service as soon as practicable in conjunction with each Subsequent Placing.

## **8. VOTING DILUTION**

If 100 million Ordinary Shares were to be issued pursuant to Subsequent Placings, and assuming the Initial Issue had been subscribed as to 100 million Ordinary Shares, a subscriber to the Initial Issue who did not participate in any of the Subsequent Placings would suffer voting dilution of approximately 50 per cent. in such Shareholder's voting control of the Company immediately after the Initial Issue. There would be no dilution to the Net Asset Value per Ordinary Share.

## **9. USE OF PROCEEDS**

The Directors intend to use the net proceeds of any Subsequent Placing under the Placing Programme to acquire investments in accordance with the Company's investment objective and investment policy.

## **10. ADMISSION AND SETTLEMENT**

The Placing Programme may have a number of closing dates in order to provide the Company with the ability to issue Shares over the duration of the Placing Programme. Shares may be issued under the Placing Programme from 2 May 2018 until 25 March 2019.

Application will be made to the UK Listing Authority and the London Stock Exchange for all of the Shares issued pursuant to the Placing Programme to be admitted to the premium listing segment of the Official List and to trading on the London Stock Exchange's Main Market for listed securities. It is expected that any Admissions pursuant to Subsequent Placings will become effective and dealings will commence between 2 May 2018 and 25 March 2019. All Shares issued pursuant to the Placing Programme will be allotted conditionally on such Admission occurring.

This document has, *inter alia*, been published in order to obtain admission to the premium listing segment of the Official List of any Shares issued pursuant to any Subsequent Placings under the Placing Programme. In the event that there are any significant changes affecting any of the matters described in this document or where any significant new matters have arisen after the publication of this document and prior to Admission of any Shares issued pursuant to the Placing Programme, the Company will publish a supplementary prospectus under section 87G of FSMA. Any supplementary prospectus published will give details of the significant change(s) or the significant new matter(s).

Shares will be issued in registered form and may be held in either certificated or uncertificated form. In the case of Shares to be issued in uncertificated form pursuant to a Subsequent Placing, these will be transferred to successful applicants through the CREST system.

It is anticipated that dealings in the Shares will commence no later than three Business Days after their allotment. Dealing in advance of the crediting of the relevant stock account shall be at the risk of the person concerned. Whilst it is expected that all Shares allotted pursuant to the Placing Programme will be issued in uncertificated form, if any Shares are issued in certificated form it is expected that share certificates will be despatched approximately one week following Admission of the Shares, at the Shareholder's own risk.

The ISIN number of the Ordinary Shares is GB00BFFK7H57 and the SEDOL code is BFFK7H5.

The ISIN number of the C Shares is GB00BFFK7J71 and the SEDOL code is BFFK7J7.

Any Ordinary Shares issued pursuant to the Placing Programme will rank *pari passu* with the Ordinary Shares then in issue (save for any dividends or other distributions declared, made or paid on the Ordinary Shares by reference to a record date prior to the allotment of the relevant Ordinary Shares). The Ordinary Shares will be issued in registered form.

Any C Shares issued pursuant to the Placing Programme will rank *pari passu* with any C Shares of the same class then in issue. The C Shares will be issued in registered form.



## **11. CREST**

CREST is a paperless settlement procedure enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by written instrument. The Articles permit the holding of Shares under the CREST system. The Company shall apply for the Shares offered under the Placing Programme to be admitted to CREST with effect from Admission. Accordingly, settlement of transactions in the Shares following a subsequent Admission may take place within the CREST system if any holder of such Shares so wishes.

## **12. OVERSEAS PERSONS**

The attention of potential investors who are Overseas Persons is drawn to the paragraphs below.

The offer of Shares under the Placing Programme to Overseas Persons may be affected by the laws of the relevant jurisdictions. Such persons should consult their professional advisers as to whether they require any government or other consents or need to observe any applicable legal requirements to enable them to obtain Shares under the Placing Programme. It is the responsibility of all Overseas Persons receiving this document and/or wishing to subscribe for Shares under the Placing Programme to satisfy themselves as to full observance of the laws of the relevant territory in connection therewith, including obtaining all necessary governmental or other consents that may be required and observing all other formalities needing to be observed and paying any issue, transfer or other taxes due in such territory.

No person receiving a copy of this document in any territory other than the UK may treat the same as constituting an offer or invitation to him/her, unless in the relevant territory such an offer can lawfully be made to him/her without compliance with any further registration or other legal requirements.

Persons (including, without limitation, nominees and trustees) receiving this document may not distribute or send it to any U.S. Person or in or into the United States or any other jurisdiction where to do so would or might contravene local securities laws or regulations. In particular, investors should note that the Company has not, and will not be, registered under the U.S. Investment Company Act and the offer, issue and sale of the Shares have not been, and will not be, registered under the U.S. Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. Accordingly, the Shares are only being offered and sold outside the United States to non-U.S. Persons in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Regulation S thereunder. The Shares may not be offered, sold, pledged or otherwise transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, any U.S. Person, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States.

The Company reserves the right to treat as invalid any agreement to subscribe for Shares under the Placing Programme if it appears to the Company or its agents to have been entered into in a manner that may involve a breach of the securities legislation of any jurisdiction.

## **13. TYPICAL INVESTOR**

The typical investors for whom an investment in Shares issued pursuant to each Subsequent Placing under the Placing Programme is appropriate are institutional investors, professionally advised private investors and non-advised private investors seeking exposure to a concentrated smaller companies portfolio with a focus on capital growth over the long term. Investors should understand the risks and merits of such an investment and have sufficient resources to bear any loss (which may equal the whole amount invested) that may result from such an investment. Such investors may wish to consult an independent financial adviser who specialises in advising on the acquisition of shares and other securities before making an investment. Any investor in the Company should understand and accept the risks inherent in the Company's investment policy.

## **PART 5**

### **TAXATION**

Prospective investors should consult their professional advisers concerning the possible tax consequences of their subscribing for, purchasing, holding or selling Shares. The following summary of the principal United Kingdom tax consequences applicable to the Company and its Shareholders is based upon interpretations of existing laws in effect on the date of this document and no assurance can be given that courts or fiscal authorities responsible for the administration of such laws will agree with the interpretations or that changes in such laws will not occur. The tax and other matters described in this document are not intended as legal or tax advice. Each prospective investor must consult their own advisers with regard to the tax consequences of an investment in Shares. None of the Directors or the Portfolio Manager or any of their respective affiliates or agents accepts any responsibility for providing tax advice to any prospective investor.

#### **INTRODUCTION**

The information below, which relates only to United Kingdom taxation, summarises the advice received by the Board in so far as applicable to the Company and to persons who are resident in the United Kingdom for taxation purposes and who hold Shares as an investment. It is based on current United Kingdom tax law and published practice, respectively, which law or practice is, in principle, subject to any subsequent changes therein (potentially with retrospective effect). Certain Shareholders, such as dealers in securities, collective investment schemes, insurance companies and persons acquiring their Shares in connection with their employment may be taxed differently and are not considered. The tax consequences for each Shareholder investing in the Company may depend upon the Shareholder's own tax position and upon the relevant laws of any jurisdiction to which the Shareholder is subject.

**If you are in any doubt as to your tax position or you are subject to tax in a jurisdiction outside the UK, you should consult an appropriate professional adviser without delay.**

#### **THE COMPANY**

It is the intention of the Directors to conduct the affairs of the Company so that it satisfies and continues to satisfy the conditions necessary for it to be approved by HMRC as an investment trust under section 1158 of the CTA 2010 and pursuant to regulations made under section 1159 of the CTA 2010. However, neither the Directors nor the Portfolio Manager can guarantee that this approval will be maintained. One of the conditions for a company to qualify as an investment trust is that it is not a close company. The Directors intend that the Company should not be a close company immediately following Initial Admission and on an ongoing basis. In respect of each accounting period for which the Company continues to be approved by HMRC as an investment trust the Company will be exempt from UK taxation on its capital gains. The Company will, however, (subject to what follows) be liable to UK corporation tax on its income in the normal way.

An investment trust approved under sections 1158 and 1159 of the CTA 2010, or one that intends to seek such approval, is able to elect to take advantage of modified UK tax treatment in respect of its "qualifying interest income" for an accounting period (referred to here as the "streaming" regime). Under regulations made pursuant to the Finance Act 2009, the Company may, if it so chooses, designate as an "interest distribution" all or part of the amount it distributes to Shareholders as dividends, to the extent that it has "qualifying interest income" for the accounting period. Were the Company to designate any dividend it pays in this manner, it would be able to deduct such interest distributions from its income in calculating its taxable profit for the relevant accounting period.

The Company should in practice be exempt from UK corporation tax on dividend income received, provided that such dividends (whether from UK or non-UK companies) fall within one of the "exempt classes" in Part 9A of the CTA 2009.

## SHAREHOLDERS

### Taxation of capital gains

Individual Shareholders who are resident in the UK for tax purposes will generally be subject to capital gains tax in respect of any gain arising on a disposal of their Shares. Each such individual has an annual exemption, such that capital gains tax is chargeable only on gains arising from all sources during the tax year in excess of this figure. The annual exemption is £11,300 for the tax year 2017-2018 and will rise to £11,700 from 6 April for the tax year 2018-2019. Capital gains tax chargeable will be at the current rate of 10 per cent. (for basic rate tax payers) and 20 per cent. (for higher and additional rate tax payers) during the tax years 2017-2018 and 2018-2019.

Shareholders who are individuals and who are temporarily non-resident in the UK may, under anti-avoidance legislation, still be liable to UK tax on any capital gain realised (subject to any available exemption or relief).

Corporate Shareholders who are resident in the UK for tax purposes will generally be subject to corporation tax on chargeable gains arising on a disposal of their Shares. The indexation allowance may reduce the amount of chargeable gain that is subject to corporation tax but may not create or increase any allowable loss. The UK government has announced that the indexation allowance will be frozen from 1 January 2018.

Capital losses realised on a disposal of Shares must be set off as far as possible against chargeable gains for the same tax year (or accounting period in the case of a corporate Shareholder), even if this reduces an individual Shareholder's total gain below the annual exemption. Any balance of losses is carried forward without time limit and set off against net chargeable gains (that is, after deducting the annual exemption) in the earliest later tax year. Losses cannot generally be carried back, with the exception of losses accruing to an individual Shareholder in the year of his death.

### Taxation of dividends

#### (a) *Individual Shareholders*

##### (i) *Non interest distributions*

The notional 10 per cent. dividend credit was abolished with effect from 6 April 2016. A £5,000 annual tax free dividend allowance was introduced for UK individuals with effect from 6 April 2016. Dividends received in excess of this threshold will be taxed, for the tax years 2017/18 and 2018/19 at 7.5 per cent. (basic rate taxpayers), 32.5 per cent. (higher rate taxpayers) and 38.1 per cent. (additional rate taxpayers). The taxation of dividends received by SIPPs and ISAs will be unaffected. The annual tax free dividend allowance will be reduced to £2,000 with effect from 6 April 2018.

The Company will not be required to withhold tax at source when paying a dividend.

##### (ii) *Interest distributions*

Should the Directors elect to apply the "streaming" regime to any dividends paid by the Company, were the Company to designate any dividends paid as an "interest distribution", a UK resident Shareholder in receipt of such a dividend would be treated as though they had received a payment of interest. Such a Shareholder would be subject to UK income tax at the current rates of 20 per cent., 40 per cent. or 45 per cent., depending on the level of the Shareholder's income. No withholding tax will be applied to such distributions paid after 6 April 2017.

Each UK resident individual who is a basic rate taxpayer is entitled to a Personal Saving Allowance which exempts the first £1,000 of savings income (including distributions deemed as 'interest distributions' from an Investment Trust Company). The exempt amount is reduced to £500 for higher rate taxpayers and additional rate taxpayers do not receive an allowance.

#### (b) *Other Shareholders*

UK resident corporate Shareholders may be subject to corporation tax on dividends paid by the Company unless they fall within one of the exempt classes on Part 9A of CTA 2009. If,

however, the Directors did elect for the “streaming” rules to apply, and such corporate Shareholders were to receive dividends designated by the Company as “interest distributions”, they would be subject to corporation tax in the same way as a creditor in a loan relationship.

It is particularly important that prospective investors who are not resident in the UK for tax purposes obtain their own tax advice concerning tax liabilities on dividends received from the Company.

### **Stamp Duty and Stamp Duty Reserve Tax**

Transfers on sale of Shares will generally be subject to UK stamp duty at the rate of 0.5 per cent. of the consideration given for the transfer. The purchaser normally pays the stamp duty.

An agreement to transfer Shares will normally give rise to a charge to stamp duty reserve tax (“SDRT”) at the rate of 0.5 per cent. of the amount or value of the consideration payable for the transfer. If a duly stamped transfer in respect of the agreement is produced within six years of the date on which the agreement is made (or, if the agreement is conditional, the date on which the agreement becomes unconditional) any SDRT paid is repayable, generally with interest, and otherwise the SDRT charge is cancelled. SDRT is, in general, payable by the purchaser.

Paperless transfers of Shares within the CREST system will generally be liable to SDRT, rather than stamp duty, at the rate of 0.5 per cent. of the amount or value of the consideration payable. CREST is obliged to collect SDRT on relevant transactions settled within the CREST system. Deposits of Shares into CREST will not generally be subject to SDRT, unless the transfer into CREST is itself for consideration.

### **ISA, SSAS and SIPP**

Shares acquired by a UK resident individual Shareholder in the Offer for Subscription or on the secondary market (but not the Initial Placing or any Subsequent Placing) should be eligible to be held in a stocks and shares ISA, subject to applicable annual subscription limits (£20,000 in the tax years 2017-2018 and 2018-2019).

Investments held in ISAs will be free of UK tax on both capital gains and income. The opportunity to invest in shares through an ISA is restricted to certain UK resident individuals aged 18 or over. Junior ISAs are available to children under the age of 18 who are resident in the UK subject to the annual allowance of £4,128 for the 2017-2018 tax year and £4,260 for the 2018-2019 tax year. Sums received by a Shareholder on a disposal of Shares would not count towards the Shareholder's annual limit; but a disposal of Shares held in an ISA will not serve to make available again any part of the annual subscription limit that has already been used by the Shareholder in that tax year.

**Individuals wishing to invest in Shares through an ISA should contact their professional advisers regarding their eligibility.**

The Directors have been advised that the Shares should be eligible for inclusion in a SIPP or a SSAS, subject to the discretion of the trustees of the SIPP or the SSAS, as the case may be.

### **INFORMATION REPORTING**

The UK has entered into international agreements with a number of jurisdictions which provide for the exchange of information in order to combat tax evasion and improve tax compliance. These include, but are not limited to, an Inter-governmental Agreement with the U.S. in relation to FATCA and International Tax Compliance Agreements with Guernsey, Jersey, the Isle of Man and Gibraltar. The UK has also introduced legislation implementing other international exchange of information arrangements, including the Common Reporting Standard developed by the Organisation for Economic Co-operation and Development and the EU Directive on Administrative Cooperation in Tax Matters. In connection with such agreements and arrangements the Company may, among other things, be required to collect and report to HMRC certain information regarding Shareholders and other account holders of the Company and HMRC may pass this information on to the authorities in other jurisdictions.

## PART 6

### GENERAL INFORMATION

#### 1. THE COMPANY

- 1.1 The Company was incorporated with the name Odyssean Smaller Company Opportunities PLC in England and Wales on 21 December 2017 with registered number 11121934 as a public company limited by shares under the Companies Act. On 9 January 2018, the Company changed its name to Odyssean Smaller Companies Opportunities PLC. On 5 February 2018, the Company changed its name to Odyssean Investment Trust PLC
- 1.2 The registered office of the Company is Beaufort House, 51 New North Road, Exeter EX4 4EP with telephone number 01392 477500.
- 1.3 The principal legislation under which the Company operates is the Companies Act. As an investment trust, the Company will not be regulated as a collective investment scheme by the FCA. However, from Initial Admission, the Company and the Shareholders will be subject to the Listing Rules, Prospectus Rules and the Disclosure Guidance and Transparency Rules. On 9 February 2018, the Company was granted registration by the FCA as a “small registered UK AIFM” pursuant to regulation 10(2) of the AIFM Regulations on the basis that it is, and will on Initial Admission be, a small internally managed AIF.
- 1.4 Save for the entry into of the material contracts summarised in paragraph 6 of this Part 6, the Company has not commenced operations since incorporation and, as at the date of this document, no financial statements have been made up and no dividends have been declared by the Company.
- 1.5 The Company’s accounting period will end on 31 March of each year. The first accounting period will end on 31 March 2019. The annual report and accounts will be prepared in Sterling according to accounting standards laid out under IFRS.
- 1.6 On 8 February 2018, the Company was granted a certificate under section 761 of the Companies Act entitling it to commence business and to exercise its borrowing powers.
- 1.7 The Company is domiciled in England and Wales, has no subsidiaries, does not have any employees and does not own any premises.
- 1.8 The Company has given notice to the Registrar of Companies of its intention to carry on business as an investment company pursuant to section 833 of the Companies Act.
- 1.9 The Company intends at all times to conduct its affairs so as to enable it to qualify as an investment trust for the purposes of sections 1158 and 1159 (and regulations made thereunder) of the CTA 2010.

#### 2. SHARE CAPITAL

- 2.1 On incorporation, the issued share capital of the Company was one Ordinary Share of a nominal value of £0.01, which was subscribed for by Harwood Capital. On 7 February 2018 the Company issued 50,000 Management Shares of a nominal value of £1.00 each which were subscribed for by Harwood Capital.
- 2.2 Set out below is the issued share capital of the Company as at the date of this document:

	Nominal value (£)	Number
Ordinary Shares	0.01	1
Management Shares	50,000	50,000

The Ordinary Share and Management Shares in issue are fully paid.

- 2.3 Set out below is the issued share capital of the Company as it will be immediately following the Initial Issue (assuming 100 million Ordinary Shares are allotted):

	<b>Nominal value (£)</b>	<b>Number</b>
Ordinary Shares	1,000,000.01	100,000,001
Management Shares	50,000	50,000

All Ordinary Shares will be fully paid. The Management Shares will be redeemed immediately following Initial Admission out of the proceeds of the Initial Issue.

- 2.4 The effect of the Initial Issue will be to increase the net assets of the Company. On the assumption that the Initial Issue is subscribed as to 100 million Ordinary Shares, the fundraising is expected to increase the net assets of the Company by a minimum of £98 million. The Initial Issue is expected to be earnings enhancing.

- 2.5 By ordinary and special resolutions passed on 7 February 2018 and 21 March 2018:

2.5.1 the Directors were generally and unconditionally authorised in accordance with section 551 of the Companies Act to exercise all the powers of the Company to allot up to 200 million Shares in aggregate, such authority to expire on 20 March 2019, save that the Company may, at any time prior to the expiry of such authority, make an offer or enter into an agreement which would or might require Shares to be allotted in pursuance of such an offer or agreement as if such authority had not expired;

2.5.2 the Directors were generally empowered (pursuant to sections 570 and 573 of the Companies Act) to allot Shares and to sell Shares from treasury for cash pursuant to the authority referred to in paragraph 2.5.1 above as if section 561 of the Companies Act did not apply to any such allotment or sale, such power to expire on 20 March 2019 (unless previously revoked, varied or renewed by the Company in general meeting), save that the Company may, at any time prior to the expiry of such power make an offer or enter into an agreement which would or might require Shares to be allotted or sold from treasury after the expiry of such power, and the Directors may allot or sell from treasury equity securities in pursuance of such an offer or agreement as if such power had not expired;

2.5.3 in addition to the authority set out at paragraph 2.5.1 above, the Directors were generally and unconditionally authorised in accordance with section 551 of the Companies Act to exercise all the powers of the Company to allot Ordinary Shares up to the lower of: (i) 20 per cent. of the Ordinary Shares in issue at the time of Initial Admission; or (ii) 20 million Ordinary Shares, such authority to expire at the conclusion of the Company's annual general meeting to be held in 2019, save that the Company may at any time prior to the expiry of such authority, make an offer or enter into an agreement which would or might require Ordinary Shares to be allotted in pursuance of such offer or agreement as if such authority had not expired;

2.5.4 the Directors were generally empowered (pursuant to sections 570 and 573 of the Companies Act) to allot Ordinary Shares and to sell Ordinary Shares from treasury for cash pursuant to the authority referred to in paragraph 2.5.3 above as if section 561 of the Companies Act did not apply to any such allotment or sale, such power to expire at the conclusion of the Company's annual general meeting to be held in 2019 (unless previously revoked, varied or renewed by the Company in general meeting), save that the Company may, at any time prior to the expiry of such power, make an offer or enter into an agreement which would or might require Ordinary Shares to be allotted or sold from treasury after the expiry of such power and the Directors may allot or sell from treasury equity securities in pursuance of such an offer or agreement as if such power had not expired;

2.5.5 the Company was authorised in accordance with section 701 of the Companies Act to make market purchases (within the meaning of section 693(4) of the Companies Act) of Ordinary Shares provided that the maximum number of Ordinary Shares authorised to



be purchased is 14.99 per cent. of the Ordinary Shares in issue immediately following Initial Admission. The minimum price which may be paid for an Ordinary Share is £0.01. The maximum price which may be paid for an Ordinary Share must not be more than the higher of: (i) 5 per cent. above the average of the mid-market value of the Ordinary Shares for the five Business Days before the purchase is made; or (ii) the higher of the last independent trade and the highest current independent bid for Ordinary Shares. Such authority will expire on the earlier of the conclusion of the first annual general meeting of the Company and the date 18 months after the date on which the resolution was passed save that the Company may contract to purchase Ordinary Shares under the authority thereby conferred prior to the expiry of such authority, which contract will or may be executed wholly or partly after the expiry of such authority and may purchase Ordinary Shares in pursuance of such contract;

- 2.5.6 the Company was authorised conditionally upon the issue of Ordinary Shares by the Company pursuant to the Initial Admission and the payment up in full thereof, to cancel the amount standing to the credit of the share premium account of the Company following Initial Admission;
- 2.5.7 the Directors were authorised to declare and pay all dividends of the Company as interim dividends and for the last dividend referable to a financial year not to be categorised as a final dividend that is subject to shareholder approval; and
- 2.5.8 the Company was authorised to call a general meeting of the Company other than an annual general meeting on not less than 14 clear days' notice.
- 2.6 The provisions of section 561(1) of the Companies Act (which, to the extent not disapplied pursuant to sections 570 and 573 of the Companies Act, confer on Shareholders rights of pre-emption in respect of the allotment of equity securities which are, or are to be, paid up in cash) apply to issues by the Company of equity securities save to the extent disapplied as mentioned in paragraphs 2.5.2 and 2.5.4 above.
- 2.7 In accordance with the power granted to the Directors by the Articles, it is expected that the Ordinary Shares to be issued pursuant to the Initial Issue will be allotted (conditionally upon Initial Admission) pursuant to a resolution of the Board to be passed shortly before Initial Admission in accordance with the Companies Act.
- 2.8 Save as disclosed in this paragraph 2, no share or loan capital of the Company has since the date of incorporation of the Company been issued or been agreed to be issued, fully or partly paid, either for cash or for a consideration other than cash, and, other than pursuant to the Initial Issue and the Placing Programme, no such issue is now proposed.
- 2.9 The Company has not granted any options over its share or loan capital which remain outstanding and has not agreed, conditionally or unconditionally to grant any such options and no convertible securities, exchangeable securities or securities with warrants have been issued by the Company.
- 2.10 All of the Shares will be in registered form and will be eligible for settlement in CREST. Temporary documents of title will not be issued.
- 2.11 Applicants who have signed and returned Application Forms in respect of the Offer for Subscription may not withdraw their applications for Ordinary Shares subject to their statutory rights of withdrawal in the event of the publication of a supplementary prospectus.

### 3. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

- 3.1 The Directors intend to subscribe for Ordinary Shares pursuant to the Initial Issue in the amounts set out below:

Director	Number of Ordinary Shares	% of issued ordinary share capital*
Jane Tufnell	500,000	0.50
Richard King	30,000	0.03
Peter Hewitt	30,000	0.03
Arabella Cecil	100,000	0.10

\* Assuming that the Initial Issue is subscribed as to 100 million Ordinary Shares.

Save as disclosed in this paragraph, immediately following Initial Admission, no Director will have any interest, whether beneficial or non-beneficial, in the share or loan capital of the Company.

- 3.2 NASCIT, a self-managed investment company affiliated with Harwood Capital, intends to subscribe for 13,400,000 Ordinary Shares pursuant to the Initial Issue. Ian Armitage, Chairman of the Portfolio Manager, intends to subscribe for 6,600,000 Ordinary Shares pursuant to the Initial Issue. In addition, Stuart Widdowson and his connected parties intend to subscribe for at least 1,200,000 Ordinary Shares pursuant to the Initial Issue. In the event that the Company issues its target of 100,000,000 Ordinary Shares pursuant to the Initial Issue and the Concert Party subscribes for 21,200,000 Ordinary Shares, the aggregate holding of the Concert Party would represent 21.2 per cent. of the issued share capital of the Company. In the event that fewer than 100,000,000 Ordinary Shares are issued, the aggregate total subscription by the Concert Party will be limited to less than 30 per cent. of the issued share capital, other than with the prior approval of the Board and Winterflood Securities.
- 3.3 No Director has a service contract with the Company, nor are any such contracts proposed, each Director having been appointed pursuant to a letter of appointment entered into with the Company. The Directors' appointments can be terminated in accordance with the Articles. Pursuant to the Articles, Directors are required to retire and seek re-election by the Shareholders at the first annual general meeting of the Company. Directors' appointments may be terminated in the case of gross misconduct, fraud or dishonesty on the part of the relevant Director or in other specified circumstances. The Articles provide that the office of Director shall be terminated by, among other things: (i) written resignation; (ii) unauthorised absences from board meetings for six consecutive months or more; or (iii) written request of all of the other Directors.
- 3.4 Each of the Directors is entitled to receive a fee from the Company at such rate as may be determined in accordance with the Articles. Save for the Chairman, the initial fees will be £24,000 for each Director per annum. The Chairman's initial fee will be £34,000 per annum. The Chairperson of the Audit Committee will receive an additional £3,500 per annum. The Directors are also entitled to out-of-pocket expenses incurred in the proper performance of their duties. Each of the Directors has agreed to use their applicable Directors' fees (net of applicable taxes) to acquire Shares in the secondary market, subject to regulatory requirements.
- 3.5 No amount has been set aside or accrued by the Company to provide pensions, retirement or other similar benefits.
- 3.6 None of the Directors has, or has had, an interest in any transaction which is or was unusual in its nature or conditions or significant to the business of the Company or that has been effected by the Company since its incorporation.
- 3.7 The Company has not made any loans to the Directors which are outstanding, nor has it ever provided any guarantees for the benefit of any Director or the Directors collectively.

- 3.8 Over the five years preceding the date of this document, the Directors hold or have held the following directorships (apart from their directorships of the Company) or memberships of administrative, management or supervisory bodies and/or partnerships:

<b>Name</b>	<b>Current</b>	<b>Previous</b>
Jane Tufnell	Burghley House Preservation Trust Limited DIT Income Services Limited JPMorgan Claverhouse Investment Trust Plc The Diverse Income Trust Plc Latitude Investment Management LLP Record Currency Management Limited Record Plc Calmsden Limited Upper Coln Farm and Stud Limited Ruffer Management Limited	Ruffer LLP GVQ Investment Management Limited TR European Growth Trust Plc Personal Investment Management And Financial Advice Association The People's Investment Trust PLC
Richard King	GYG Plc Rockpool Investments LLP Willow Foundation Willow Retail Limited	Allocate Software plc BIE Topco Limited CSF Group PLC Matilda's Planet Group Limited Matilda's Planet Manufacturing Limited Matilda's Warm Homes Limited OHP Jersey Limited (in administration) Orchid Structureco 1 Limited (in liquidation) Orchid Structureco 2 Limited (in liquidation) TP Group PLC The Grass Roots Group Holdings Limited The Grass Roots Group Trust Company Limited The Grass Roots Group UK Limited
Peter Hewitt	–	–
Arabella Cecil	Gravity Partners Ltd Evenlode AB eHeart AB	BACIT Ltd (now Syncona Ltd) The BACIT Foundation

- 3.9 The Directors in the five years before the date of this document:

- 3.9.1 do not have any convictions in relation to fraudulent offences;
- 3.9.2 have not been associated with any bankruptcies, receiverships or liquidations of any partnership or company through acting in the capacity as a member of the administrative, management or supervisory body or as a partner, founder or senior manager of such partnership or company; and
- 3.9.3 do not have any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies) and have not been disqualified by a court from acting as a member of the administration, management or supervisory bodies of any issuer or from acting in the management or conduct of the affairs of any issuer.

- 3.10 As at 23 March 2018 (the latest practicable date prior to the publication of this document) insofar as known to the Company, there are no parties known to have a notifiable interest under English law in the Company's capital or voting rights.
- 3.11 All Shareholders have the same voting rights in respect of the share capital of the Company.
- 3.12 Pending the allotment of Ordinary Shares pursuant to the Initial Issue, the Company is controlled by Harwood Capital, as described in paragraph 2.1 of this Part 6. The Company and the Directors are not aware of any other person who, directly or indirectly, jointly or severally, exercises or could exercise control over the Company.
- 3.13 The Company and the Directors are not aware of any arrangements, the operation of which may at a subsequent date result in a change in control of the Company.
- 3.14 Save for the entry into of the Directors' appointment letters and the Portfolio Management Agreement, the Company has not entered into any related party transaction at any time during the period from incorporation to the date of this document.
- 3.15 As at the date of this document, none of the Directors has any conflict of interest or potential conflict of interest between any duties to the Company and their private interests and/or other duties.
- 3.16 The Company intends to maintain directors' and officers' liability insurance on behalf of the Directors at the expense of the Company.

#### **4. THE ARTICLES**

The Articles contain provisions, *inter alia*, to the following effect:

##### **4.1 Objects/Purposes**

The Articles do not provide for any objects of the Company and accordingly the Company's objects are unrestricted.

##### **4.2 Voting rights**

- 4.2.1 Subject to the provisions of the Companies Act, to any special terms as to voting on which any shares may have been issued or may from time-to-time be held and any suspension or abrogation of voting rights pursuant to the Articles, at a general meeting of the Company every member who is present in person shall, on a show of hands, have one vote, every proxy who has been appointed by a member entitled to vote on the resolution shall, on a show of hands, have one vote and every member present in person or by proxy shall, on a poll, have one vote for each share of which he is a holder. A Shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses the same way. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
- 4.2.2 Unless the Board otherwise determines, no member is entitled to vote at a general meeting or at a separate meeting of Shareholders of any class of shares, either in person or by proxy, or to exercise any other right or privilege as a member in respect of any share held by him, unless all calls presently payable by him in respect of that share, whether alone or jointly with any other person, together with interest and expenses (if any) payable by such member to the Company have been paid or if he, or any other person whom the Company reasonably believes to be interested in such shares, has been issued with a notice pursuant to the Companies Act requiring such person to provide information about his interests in the Company's shares and has failed in relation to any such shares to give the Company the required information within 14 days.
- 4.2.3 Notwithstanding any other provision of the Articles, where required by the Listing Rules, a vote must be decided by a resolution of the holders of the Company's shares that have been admitted to premium listing. In addition, where the Listing Rules require that a particular resolution must in addition be approved by the independent shareholders

(as such term is defined in the Listing Rules), only independent shareholders who hold the Company's shares that have been admitted to premium listing can vote on such separate resolution.

#### **4.3 Dividends**

- 4.3.1 Subject to the provisions of the Companies Act and of the Articles, the Company may by ordinary resolution declare dividends to be paid to members according to their respective rights and interests in the profits of the Company. However, no dividend shall exceed the amount recommended by the Board.
- 4.3.2 Subject to the provisions of the Companies Act, the Board may declare and pay such interim dividends (including any dividend payable at a fixed rate) as appears to the Board to be justified by the profits of the Company available for distribution. If at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends on Shares which rank after shares conferring preferential rights with regard to dividends as well as on shares conferring preferential rights, unless at the time of payment any preferential dividend is in arrears. Provided that the Board acts in good faith, it shall not incur any liability to the holders of shares conferring preferential rights for any loss that they may suffer by the lawful payment of any interim dividend on any shares ranking after those preferential rights.
- 4.3.3 All dividends, interest or other sums payable and unclaimed for a period of 12 months after having become payable may be invested or otherwise used by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends unclaimed for a period of 12 years after having become payable shall, if the Board so resolves, be forfeited and shall cease to remain owing by, and shall become the property of, the Company.
- 4.3.4 The Board may, with the authority of an ordinary resolution of the Company, direct that payment of any dividend declared may be satisfied wholly or partly by the distribution of assets, and in particular of paid up shares or debentures of any other company, or in any one or more of such ways.
- 4.3.5 The Board may also, with the prior authority of an ordinary resolution of the Company and subject to such terms and conditions as the Board may determine, offer to holders of shares the right to elect to receive shares, credited as fully paid, instead of the whole (or some part, to be determined by the Board) of any dividend specified by the ordinary resolution.
- 4.3.6 Unless the Board otherwise determines, the payment of any dividend or other money that would otherwise be payable in respect of shares will be withheld if such shares represent at least 0.25 per cent. in nominal value of their class and the holder, or any other person whom the Company reasonably believes to be interested in those shares, has been duly served with a notice pursuant to the Companies Act requiring such person to provide information about his interests in the Company's shares and has failed to supply the required information within 14 days. Furthermore such a holder shall not be entitled to elect to receive shares instead of a dividend.

#### **4.4 Winding up**

If the Company is wound up, with the sanction of a special resolution and any other sanction required by law and subject to the Companies Act, the liquidator may divide among the Shareholders in specie the whole or any part of the assets of the Company and for that purpose may value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. With the like sanction, the liquidator may vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he may with the like sanction determine, but no Shareholder shall be compelled to accept any shares or other securities upon which there is a liability.

## 4.5 Transfer of shares

4.5.1 Subject to any applicable restrictions in the Articles, each member may transfer all or any of his shares which are in certificated form by instrument of transfer in writing in any usual form or in any form approved by the Board. Such instrument must be executed by or on behalf of the transferor and (in the case of a transfer of a share which is not fully paid up) by or on behalf of the transferee. The transferor is deemed to remain the holder of the share until the transferee's name is entered in the register of members.

4.5.2 The Board may, in its absolute discretion, refuse to register any transfer of a share in certificated form (or renunciation of a renounceable letter of allotment) unless:

4.5.2.1 it is in respect of a share which is fully paid up;

4.5.2.2 it is in respect of only one class of shares;

4.5.2.3 it is in favour of a single transferee or not more than four joint transferees;

4.5.2.4 it is duly stamped (if so required); and

4.5.2.5 it is delivered for registration to the registered office for the time being of the Company or such other place as the Board may from time-to-time determine, accompanied (except in the case of: (a) a transfer by a recognised person where a certificate has not been issued; (b) a transfer of an uncertificated share; or (c) a renunciation) by the certificate for the share to which it relates and such other evidence as the Board may reasonably require to prove the title of the transferor or person renouncing and the due execution of the transfer or renunciation by him or, if the transfer or renunciation is executed by some other person on his behalf, the authority of that person to do so,

provided that the Board shall not refuse to register a transfer or renunciation of a partly paid share in certificated form on the grounds that it is partly paid in circumstances where such refusal would prevent dealings in such share from taking place on an open and proper basis on the market on which such share is admitted to trading. The Board may refuse to register a transfer of an uncertificated share in such other circumstances as may be permitted or required by the regulations and the relevant electronic system.

4.5.3 Unless the Board otherwise determines, a transfer of shares will not be registered if the transferor or any other person whom the Company reasonably believes to be interested in the transferor's shares has been duly served with a notice pursuant to the Companies Act requiring such person to provide information about his interests in the Company's shares, has failed to supply the required information within 14 days and the shares in respect of which such notice has been served represent at least 0.25 per cent. in nominal value of their class, unless the member is not himself in default as regards supplying the information required and proves to the satisfaction of the Board that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer, or unless such transfer is by way of acceptance of a takeover offer, in consequence of a sale on a recognised investment exchange or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded or is in consequence of a bona fide sale to an unconnected party.

4.5.4 If the Board refuses to register a transfer of a share, it shall send the transferee notice of its refusal, together with its reasons for refusal, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company.

4.5.5 No fee shall be charged for the registration of any instrument of transfer or any other document relating to or affecting the title to any shares.

4.5.6 If at any time the holding or beneficial ownership of any shares in the Company by any person (whether on its own or taken with other shares), in the opinion of the Directors: (i) would cause the assets of the Company to be treated as "plan assets" of any benefit



plan investor under section 3(42) of ERISA or the U.S. Code; or (ii) would or might result in the Company and/or its shares being required to register or qualify under the U.S. Investment Company Act and/or the U.S. Securities Act and/or the U.S. Securities Exchange Act 1934, as amended and/or any laws of any state of the U.S. that regulate the offering and sale of securities; or (iii) may cause the Company not to be considered a “Foreign Private Issuer” under the U.S. Securities Exchange Act 1934, as amended; or (iv) may cause the Company to be a “controlled foreign corporation” for the purpose of the U.S. Code; or (v) creates a significant legal or regulatory issue for the Company under the U.S. Bank Holding Company Act 1956, as amended or regulations or interpretations thereunder, or (vi) would cause the Company adverse consequences under the foreign account tax compliance provisions of the U.S. Hiring Incentives to Restore Employment Act of 2010, then any shares which the Directors decide are shares which are so held or beneficially owned (“**Prohibited Shares**”) must be dealt with in accordance with paragraph 4.5.7 below. The Directors may at any time give notice in writing to the holder of a share requiring him to make a declaration as to whether or not the share is a Prohibited Share.

- 4.5.7 The Directors shall give written notice to the holder of any share which appears to them to be a Prohibited Share requiring him within 21 days (or such extended time as the Directors consider reasonable) to transfer (and/or procure the disposal of interests in) such share to another person so that it will cease to be a Prohibited Share. From the date of such notice until registration for such a transfer or a transfer arranged by the Directors as referred to below, the share will not confer any right on the holder to receive notice of or to attend and vote at a general meeting of the Company and of any class of shareholder and those rights will vest in the Chairman of any such meeting, who may exercise or refrain from exercising them entirely at his discretion. If the notice is not complied with within 21 days to the satisfaction of the Directors, the Directors shall arrange for the Company to sell the share at the best price reasonably obtainable to any other person so that the share will cease to be a Prohibited Share. The net proceeds of sale (after payment of the Company’s costs of sale and together with interest at such rate as the Directors consider appropriate) shall be paid over by the Company to the former holder upon surrender by him of the relevant share certificate (if applicable).
- 4.5.8 Upon transfer of a share the transferee of such share shall be deemed to have represented and warranted to the Company that such transferee is acquiring shares in an offshore transaction meeting the requirements of Regulation S and is not, nor is acting on behalf of: (i) a benefit plan investor and no portion of the assets used by such transferee to acquire or hold an interest in such share constitutes or will be treated as “plan assets” of any benefit plan investor under Section 3(42) of ERISA; and/or (ii) a U.S. Person.

#### 4.6 **Variation of rights**

- 4.6.1 Subject to the provisions of the Companies Act, if at any time the share capital of the Company is divided into shares of different classes, any of the rights for the time being attached to any shares (whether or not the Company may be or is about to be wound up) may from time-to-time be varied or abrogated in such manner (if any) as may be provided in the Articles by such rights or, in the absence of any such provision, either with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the relevant class (excluding any shares of that class held as treasury shares) or with the sanction of a special resolution passed at a separate general meeting of the holders of the class.
- 4.6.2 The quorum at every such meeting shall be not less than two persons present (in person or by proxy) holding at least one-third of the nominal amount paid up on the issued shares of the relevant class (excluding any shares of that class held as treasury shares) and at an adjourned meeting not less than one person holding shares of the relevant class or his proxy.

#### **4.7 Alteration of share capital**

The Company may by ordinary resolution:

- 4.7.1 authorise the Directors to increase its share capital by allotting new shares;
- 4.7.2 consolidate and divide all or any of its share capital into shares of larger nominal value than its existing shares;
- 4.7.3 subject to the provisions of the Companies Act, sub-divide its shares, or any of them, into shares of smaller nominal value than its existing shares;
- 4.7.4 determine that, as between the shares resulting from such a sub-division, one or more shares may, as compared with the others, have any such preferred, deferred or other rights or be subject to any such restrictions, as the Company has power to attach to unissued or new shares; and
- 4.7.5 redenominate its share capital by converting shares from having a fixed nominal value in one currency to having a fixed nominal value in another currency.

#### **4.8 General meetings**

- 4.8.1 The Board may convene a general meeting (which is not an annual general meeting) whenever it thinks fit.
- 4.8.2 A general meeting shall be convened by such notice as may be required by law from time-to-time.
- 4.8.3 The notice of any general meeting shall include such statements as are required by the Companies Act and shall in any event specify:
  - 4.8.3.1 whether the meeting is convened as an annual general meeting or any other general meeting;
  - 4.8.3.2 the place, the day, and the time of the meeting;
  - 4.8.3.3 the general nature of the business to be transacted at the meeting;
  - 4.8.3.4 if the meeting is convened to consider a special resolution, the text of the resolution and the intention to propose the resolution as such; and
  - 4.8.3.5 with reasonable prominence, that a member entitled to attend and vote is entitled to appoint one or (provided each proxy is appointed to exercise the rights attached to a different share held by the member) more proxies to attend and to speak and vote instead of the member and that a proxy need not also be a member.
- 4.8.4 The notice must be given to the members (other than any who, under the provisions of the Articles or of any restrictions imposed on any shares, are not entitled to receive notice from the Company), to the Directors and the auditors and to any other person who may be entitled to receive it. The accidental omission to give or send notice of any general meeting, or, in cases where it is intended that it be given or sent out with the notice, any other document relating to the meeting including an appointment of proxy to, or the non-receipt of notice by, any person entitled to receive the same, shall not invalidate the proceedings at the meeting.
- 4.8.5 The right of a member to participate in the business of any general meeting shall include without limitation the right to speak, vote, be represented by a proxy or proxies and have access to all documents which are required by the Companies Act or the Articles to be made available at the meeting.
- 4.8.6 A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares of the Company. The Chairman of any general meeting may also invite any person to attend and speak at that meeting if he considers that this will assist in the deliberations of the meeting.

4.8.7 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Subject to the Articles, two persons entitled to attend and to vote on the business to be transacted, each being a member so entitled or a proxy for a member so entitled or a duly authorised representative of a corporation which is a member so entitled, shall be a quorum. If, at any time, there is only one person entitled to attend and to vote on the business to be transacted, such person being the sole member so entitled or a proxy for such sole member so entitled or a duly authorised representative of a corporation which is such sole member so entitled, shall be a quorum. The Chairman of the meeting may, with the consent of the meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time-to-time (or indefinitely) and from place to place as the meeting shall determine. Where a meeting is adjourned indefinitely, the Board shall fix a time and place for the adjourned meeting. Whenever a meeting is adjourned for 30 days or more or indefinitely, seven clear days' notice at the least, specifying the place, the day and time of the adjourned meeting and the general nature of the business to be transacted, must be given in the same manner as in the case of the original meeting.

4.8.8 A resolution put to a vote of the meeting shall be decided on a show of hands unless a poll is duly demanded. Subject to the provisions of the Companies Act, a poll may be demanded by:

4.8.8.1 the Chairman;

4.8.8.2 at least five members having the right to vote on the resolution;

4.8.8.3 a member or members representing not less than five per cent. of the total voting rights of all the members having the right to vote on the resolution (excluding any voting rights attached to shares held as treasury shares); or

4.8.8.4 member or members holding shares conferring the right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than ten per cent. of the total sum paid up on all the shares conferring that right (excluding any voting rights attached to shares in the Company conferring a right to vote on the resolution held as treasury shares).

#### 4.9 **Borrowing powers**

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of its undertaking, property and assets (present and future) and, subject to the provisions of the Companies Act, to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

#### 4.10 **Issue of shares**

Subject to the provisions of the Companies Act and to any rights for the time being attached to any shares, any shares may be allotted or issued with or have attached to them such preferred, deferred or other rights or restrictions, whether in regard to dividend, voting, transfer, return of capital or otherwise, as the Company may from time-to-time by ordinary resolution determine or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the Board may determine, and any share may be issued which is, or at the option of the Company or the holder of such share is liable to be, redeemed in accordance with the Articles or as the Directors may determine.

#### 4.11 **Powers of the Board**

The business of the Company shall be managed by the Directors who, subject to the provisions of the Articles and to any directions given by special resolution to take, or refrain from taking, specified action, may exercise all the powers of the Company, whether relating to the management of the business or not. Any Director may appoint any other Director, or any

other person approved by resolution of the Directors and willing to act and permitted by law to do so, to be an alternate Director.

#### 4.12 **Directors' fees**

The Directors (other than alternate Directors) shall be entitled to receive by way of fees for their services as Directors such sum as the Board may from time-to-time determine (not exceeding in aggregate £300,000 per annum or such other sum as the Company in general meeting shall from time-to-time determine). Any such fees payable shall be distinct from any salary, remuneration or other amounts payable to a Director pursuant to any other provision of the Articles or otherwise and shall accrue from day to day.

The Directors are entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by them in or about the performance of their duties as Directors.

#### 4.13 **Directors' interests**

4.13.1 The Board may authorise any matter proposed to it in accordance with the Articles which would otherwise involve a breach by a Director of his duty to avoid conflicts of interest under the Companies Act, including any matter which relates to a situation in which a Director has or can have an interest which conflicts, or possibly may conflict, with the interest of the Company or the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it (excluding any situation which cannot reasonably be regarded as likely to give rise to a conflict of interest). This does not apply to a conflict of interest arising in relation to a transaction or arrangement with the Company. Any authorisation will only be effective if any quorum requirement at any meeting at which the matter was considered is met without counting the Director in question or any other interested Director and the matter was agreed to without their voting or would have been agreed to if their votes had not been counted. The Board may impose limits or conditions on any such authorisation or may vary or terminate it at any time.

4.13.2 Subject to having, where required, obtained authorisation of the conflict from the Board, a Director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a Director and in respect of which he has a duty of confidentiality to another person and will not be in breach of the general duties he owes to the Company under the Companies Act because he fails to disclose any such information to the Board or to use or apply any such information in performing his duties as a Director, or because he absents himself from meetings of the Board at which any matter relating to a conflict of interest, or possible conflict, of interest is discussed and/or makes arrangements not to receive documents or information relating to any matter which gives rise to a conflict of interest or possible conflict of interest and/or makes arrangements for such documents and information to be received and read by a professional adviser.

4.13.3 Provided that his interest is disclosed at a meeting of the Board, or in the case of a transaction or arrangement with the Company, in the manner set out in the Companies Act, a Director, notwithstanding his office:

4.13.3.1 may be a party to or otherwise be interested in any transaction arrangement or proposal with the Company or in which the Company is otherwise interested;

4.13.3.2 may hold any other office or place of profit at the Company (except that of auditor of the Company or any of its subsidiaries) and may act by himself or through his firm in a professional capacity for the Company, and in any such case on such terms as to remuneration and otherwise as the Board may arrange;

4.13.3.3 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any company

promoted by the Company or in which the Company is otherwise interested or as regards which the Company has powers of appointment; and

- 4.13.3.4 shall not be liable to account to the Company for any profit, remuneration or other benefit realised by any office or employment or from any transaction, arrangement or proposal or from any interest in any body corporate. No such transaction, arrangement or proposal shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such profit, remuneration or any other benefit constitute a breach of his duty not to accept benefits from third parties.
- 4.13.4 A Director need not declare an interest in the case of a transaction or arrangement with the Company if the other Directors are already aware, or ought reasonably to be aware, of the interest or it concerns the terms of his service contract that have been or are to be considered at a meeting of the Directors.
- 4.13.5 The Board may cause the voting rights conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised in such manner in all respects as it thinks fit and a Director may vote on and be counted in the quorum in relation to any of these matters.

#### 4.14 **Restrictions on Directors voting**

- 4.14.1 A Director shall not vote on, or be counted in the quorum in relation to, any resolution of the Board or of a committee of the Board concerning any transaction or arrangement in which he has an interest which is to his knowledge a material interest and, if he purports to do so, his vote will not be counted, but this prohibition shall not apply in respect of any resolution concerning any one or more of the following matters:
  - 4.14.1.1 any transaction or arrangement in which he is interested by means of an interest in shares, debentures or other securities or otherwise in or through the Company;
  - 4.14.1.2 the giving of any guarantee, security or indemnity in respect of money lent to, or obligations incurred by him or any other person at the request of or for the benefit of, the Company or any of its subsidiary undertakings;
  - 4.14.1.3 the giving of any guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
  - 4.14.1.4 the giving of any other indemnity where all other Directors are also being offered indemnities on substantially the same terms;
  - 4.14.1.5 any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings in which offer he is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he is to participate;
  - 4.14.1.6 any proposal concerning any other body corporate in which he does not to his knowledge have an interest (as the term is used in Part 22 of the Companies Act) in one per cent. or more of the issued equity share capital of any class of such body corporate nor to his knowledge holds one per cent. or more of the voting rights which he holds as shareholder or through his direct or indirect holding of financial instruments (within the meaning of the Disclosure Guidance and Transparency Rules) in such body corporate;
  - 4.14.1.7 any proposal relating to an arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates;

- 4.14.1.8 any proposal concerning insurance which the Company proposes to maintain or purchase for the benefit of Directors or for the benefit of persons who include Directors;
  - 4.14.1.9 any proposal concerning the funding of expenditure by one or more Directors on defending proceedings against him or them, or doing anything to enable such Director or Directors to avoid incurring such expenditure; or
  - 4.14.1.10 any transaction or arrangement in respect of which his interest, or the interest of Directors generally has been authorised by ordinary resolution.
- 4.14.2 A Director shall not vote or be counted in the quorum on any resolution of the Board or committee of the Board concerning his own appointment (including fixing or varying the terms of his appointment or its termination) as the holder of any office or place of profit with the Company or any company in which the Company is interested.

#### **4.15 Number of Directors**

Unless and until otherwise determined by an ordinary resolution of the Company, the number of Directors shall be not less than two and the number is not subject to a maximum.

#### **4.16 Directors' appointment and retirement**

- 4.16.1 Directors may be appointed by the Company by ordinary resolution or by the Board. If appointed by the Board, a Director shall hold office only until the next annual general meeting.
- 4.16.2 At each annual general meeting of the Company, one-third of the Directors or, if their number is not three or a multiple of three, the number nearest to but not exceeding one-third shall retire from office by rotation. If there are fewer than three Directors, one Director shall retire from office.
- 4.16.3 Any newly appointed Director shall retire at the first annual general meeting of the Company following his appointment and shall not be taken into account in determining the number of Directors who are to retire by rotation at that meeting.
- 4.16.4 At each annual general meeting, any Director who was elected or last re-elected at or before the annual general meeting held in the third calendar year before the current year shall retire by rotation.
- 4.16.5 Any Director shall also retire, and submit themselves for re-election at each annual general meeting, if he has been with the Company for a continuous period of nine years or more at the date of the meeting.

#### **4.17 Notice requiring disclosure of interest in shares**

- 4.17.1 The Company may, by notice in writing, require a person whom the Company knows to be, or has reasonable cause to believe is, interested in any shares or at any time during the three years immediately preceding the date on which the notice is issued to have been interested in any shares, to confirm that fact or (as the case may be) to indicate whether or not this is the case and to give such further information as may be required by the Directors. Such information may include, without limitation, particulars of the person's identity, particulars of the person's own past or present interest in any shares and to disclose the identity of any other person who has a present interest in the shares held by him, where the interest is a present interest and any other interest, in any shares, which subsisted during that three year period at any time when his own interest subsisted to give (so far as is within his knowledge) such particulars with respect to that other interest as may be required and where a person's interest is a past interest to give (so far as is within his knowledge) like particulars for the person who held that interest immediately upon his ceasing to hold it.
- 4.17.2 If any shareholder is in default in supplying to the Company the information required by the Company within the prescribed period (which is 14 days after service of the



notice), or such other reasonable period as the Directors may determine, the Directors in their absolute discretion may serve a direction notice on the shareholder. The direction notice may direct that in respect of the shares in respect of which the default has occurred (the “**default shares**”) the shareholder shall not be entitled to vote in general meetings or class meetings. Where the default shares represent at least 0.25 per cent. in nominal value of the class of shares concerned, the direction notice may additionally direct that dividends on such shares will be retained by the Company (without interest) and that no transfer of the default shares (other than a transfer authorised under the Articles) shall be registered until the default is rectified.

#### 4.18 **Untraced shareholders**

Subject to the Articles, the Company may sell any shares registered in the name of a member remaining untraced for 12 years who fails to communicate with the Company following advertisement of an intention to make such a disposal. Until the Company can account to the member, the net proceeds of sale will be available for use in the business of the Company or for investment, in either case at the discretion of the Board. The proceeds will not carry interest.

#### 4.19 **Indemnity of officers**

Subject to the provisions of the Companies Act, but without prejudice to any indemnity to which he might otherwise be entitled, every past or present Director (including an alternate Director) or officer of the Company or a director or officer of an associated company (except the auditors or the auditors of an associated company) may at the discretion of the Board be indemnified out of the assets of the Company against all costs, charges, losses, damages and liabilities incurred by him for negligence, default, breach of duty, breach of trust or otherwise in relation to the affairs of the Company or of an associated company, or in connection with the activities of the Company, or of an associated company, or as a trustee of an occupational pension scheme (as defined in section 235(6) Companies Act). In addition, the Board may purchase and maintain insurance at the expense of the Company for the benefit of any such person indemnifying him against any liability or expenditure incurred by him for acts or omissions as a Director or officer of the Company (or of an associated company).

#### 4.20 **Management Shares**

The Management Shares can be redeemed at any time (subject to the provisions of the Companies Act) by the Company and carry the right to receive a fixed annual dividend equal to 0.01 per cent. of the nominal amount of each of the Management Shares payable on demand. For so long as there are shares of any other class in issue, the holders of the Management Shares will not have any right to receive notice of or vote at any general meeting of the Company. If there are no shares of any other class in issue, the holders of the Management Shares will have the right to receive notice of, and to vote at, general meetings of the Company. In such circumstances, each holder of a Management Share who is present in person (or, being a corporation, by representative) or by proxy at a general meeting will have on a show of hands one vote and on a poll every such holder who is present in person or by proxy (or being a corporation, by representative) will have one vote in respect of each Management Share held by him.

#### 4.21 **C Shares and Deferred Shares**

The rights and restrictions attaching to the C Shares and the Deferred Shares arising on their conversion are summarised below.

4.21.1 The following definitions apply for the purposes of this paragraph 4.21 only:

“**Calculation Date**” means, in relation to any tranche of C Shares, the earliest of the:

- (i) close of business on the date to be determined by the Directors occurring not more than 15 Business Days after the day on which the Company's appointment portfolio manager shall have given notice to the Directors that at least 85 per

cent. of the net proceeds of an issue of C Shares (or such other percentage as the Directors and the Company's appointment portfolio manager shall agree) shall have been invested; or

- (ii) close of business on the date falling nine calendar months after the allotment of that tranche of C Shares or if such a date is not a Business Day the next following Business Day; or
- (iii) the close of business on such date as the Directors may decide is necessary to enable the Company to comply with its obligations in respect of Conversion of that tranche of C Shares; or
- (iv) close of business on the day on which the Directors resolve that Force Majeure Circumstances have arisen or are in contemplation in relation to any tranche of C Shares;

**"Conversion"** means conversion of any tranche of C Shares into Ordinary Shares and Deferred Shares in accordance with paragraph 4.21.8 below;

**"Conversion Date"** means, in relation to any tranche of C Shares, the close of business on such Business Day as may be selected by the Directors falling not more than 15 Business Days after the Calculation Date of such tranche of C Shares;

**"Conversion Ratio"** is the ratio of the Net Asset Value per C Share of the relevant tranche to the Net Asset Value per Ordinary Share, which is calculated as:

$$\text{Conversion Ratio} = \frac{A}{B}$$

$$A = \frac{C - D}{E}$$

$$B = \frac{F - G}{H}$$

where:

**"C"** is the aggregate of:

- (i) the value of the investments of the Company attributable to the C Shares of the relevant tranche (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are in each case to be valued in accordance with (ii) below) which are listed, quoted, dealt in or traded on a stock exchange calculated by reference to the bid-market quotations at close of business of, or, if appropriate, the daily average of the prices marked for, those investments on the relevant Calculation Date on the principal stock exchange or market where the relevant investment is listed, quoted, dealt in or traded, as derived from the relevant exchange's or market's recognised method of publication of prices for such investments where such published prices are available;
- (ii) the value of all other investments of the Company attributable to the C Shares of the relevant tranche (other than investments included in (i) above) calculated by reference to the Directors' belief as to a fair current value for those investments on the relevant Calculation Date after taking into account any other price publication services reasonably available to the Directors; and
- (iii) the amount which, in the Directors' opinion, fairly reflects, on the relevant Calculation Date, the value of the current assets of the Company attributable to the C Shares of the relevant tranche (excluding the investments valued under (i) and (ii) above but including cash and deposits with or balances at a bank and

including any accrued income less accrued expenses and other items of a revenue nature);

“D” is the amount (to the extent not otherwise deducted from the assets attributable to the C Shares of the relevant tranche) which, in the Directors’ opinion, fairly reflects the amount of the liabilities of the Company attributable to the C Shares of the relevant tranche on the relevant Calculation Date;

“E” is the number of C Shares of the relevant tranche in issue on the relevant Calculation Date;

“F” is the aggregate of:

- (i) the value of all the investments of the Company attributable to the Ordinary Shares (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are in each case to be valued in accordance with (ii) below) which are listed, quoted, dealt in or traded on a stock exchange calculated by reference to the bid-market quotations at close of business of, or, if appropriate, the daily average of the prices marked for, those investments on the relevant Calculation Date on the principal stock exchange or market where the relevant investment is listed, quoted, dealt in or traded as derived from the relevant exchange’s or market’s recognised method of publication of prices for such investments where such published prices are available; and
- (ii) the value of all other investments of the Company attributable to the Ordinary Shares (other than investments included in (i) above) calculated by reference to the Directors’ belief as to a fair current value for those investments on the relevant Calculation Date after taking into account any other price publication services reasonably available to the Directors; and
- (iii) the amount which, in the Directors’ opinion, fairly reflects, on the relevant Calculation Date, the value of the current assets of the Company attributable to the Ordinary Shares (excluding the investments valued under (i) and (ii) above but including cash and deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature);

“G” is the amount (to the extent not otherwise deducted in the calculation of F) which, in the Directors’ opinion, fairly reflects the amount of the liabilities of the Company attributable to the Ordinary Shares on the relevant Calculation Date; and

“H” is the number of Ordinary Shares in issue on the relevant Calculation Date (excluding any Ordinary Shares held in treasury),

provided that the Directors shall make such adjustments to the value or amount of A and B as the Directors believe to be appropriate having regard among other things, to the assets of the Company immediately prior to the date on which the Company first receives the net proceeds of an issue of C Shares of the relevant tranche and/or to the reasons for the issue of the C Shares of the relevant tranche;

**“Deferred Shares”** means deferred shares of one penny each in the capital of the Company arising on Conversion;

**“Existing Shares”** means the Ordinary Shares in issue immediately prior to Conversion;

**“Force Majeure Circumstances”** means, in relation to any tranche of C Shares: (i) any political and/or economic circumstances and/or actual or anticipated changes in fiscal or other legislation which, in the reasonable opinion of the Directors, renders Conversion necessary or desirable; (ii) the issue of any proceedings challenging, or seeking to challenge, the power of the Company and/or its Directors to issue the C Shares of the relevant tranche with the rights proposed to be attached to them

and/or to the persons to whom they are, and/or the terms upon which they are proposed to be issued; or (iii) the giving of notice of any general meeting of the Company at which a resolution is to be proposed to wind up the Company, whichever shall happen earliest; and

References to Shareholders, C shareholders and deferred shareholders should be construed as references to holders for the time being of Ordinary Shares, C Shares of the relevant tranche and Deferred Shares respectively.

4.21.2 The holders of the Ordinary Shares, any tranche of C Shares and the Deferred Shares shall, subject to the provisions of the Articles, have the following rights to be paid dividends:

4.21.2.1 the Deferred Shares (to the extent that any are in issue and extant) shall entitle the holders thereof to a cumulative dividend at a fixed rate of one per cent. of the nominal amount thereof (the **“Deferred Dividend”**) on the date six months after the Conversion Date on which such Deferred Shares were created in accordance with paragraph 4.21.8 (the **“Relevant Conversion Date”**) and on each anniversary of such date payable to the holders thereof on the register of members on that date as holders of Deferred Shares but shall confer no other right, save as provided herein, on the holders thereof to share in the profits of the Company. The Deferred Dividend shall not accrue or become payable in any way until the date six months after the Conversion Date and shall then only be payable to those holders of Deferred Shares registered in the register of members of the Company as holders of Deferred Shares on that date. It should be noted that given the proposed redemption of the Deferred Shares as described below, it is not expected that any dividends will accrue or be paid on such shares;

4.21.2.2 the holders of any tranche of C Shares shall be entitled to receive in that capacity such dividends as the Directors may resolve to pay out of the assets attributable to the C Shares of that tranche and from profits available for distribution which is attributable to the C Shares of that tranche;

4.21.2.3 the Existing Shares shall confer the right to dividends declared in accordance with the Articles;

4.21.2.4 the Ordinary Shares into which any tranche of C Shares shall convert shall rank *pari passu* with the Existing Shares for dividends and other distributions made or declared by reference to a record date falling after the relevant Calculation Date; and

4.21.2.5 no dividend or other distribution shall be made or paid by the Company on any of its shares (other than any Deferred Shares for the time being in issue) between any Calculation Date and the relevant Conversion Date (both dates inclusive) and no such dividend shall be declared with a record date falling between any Calculation Date and the relevant Conversion Date (both dates inclusive).

4.21.3 The holders of the Ordinary Shares, any tranche of C Shares, the Deferred Shares and the Management Shares shall, subject to the provisions of the Articles, have the following rights as to capital:

4.21.3.1 the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase or redemption by the Company of any of its shares) at a time when one or more tranches of C Shares are for the time being in issue and prior to the Conversion Date be applied amongst the holders of the Existing Shares pro rata according to the nominal capital paid up on their holdings of Existing Shares, after having deducted therefrom:

- 4.21.3.1.1 first, an amount equivalent to (C-D) for each tranche of C Shares in issue using the methods of calculation of C and D given in the definition of Conversion Ratio, which amount(s) shall be applied amongst the C shareholders of the relevant tranche(s) *pro rata* according to the nominal capital paid up on their holdings of C Shares of the relevant tranche;
  - 4.21.3.1.2 secondly, if there are Deferred Shares in issue, in paying to the holders of Deferred Shares one penny in aggregate in respect of every one million Deferred Shares (or part thereof) of which they are respectively the holders;
  - 4.21.3.1.3 thirdly, in paying to the holders of the Management Shares in respect of each such share the amount paid up or treated as paid up thereon,
- for the purposes of this paragraph 4.21.3.1 the Calculation Date shall be such date as the liquidator may determine; and
- 4.21.3.2 the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase or redemption by the Company of any of its shares) at a time when no C Shares of any tranche are for the time being in issue be applied as follows:
    - 4.21.3.2.1 first, if there are Deferred Shares in issue, in paying to the deferred shareholders one penny in aggregate in respect of every one million Deferred Shares (or part thereof) of which they are respectively the holders;
    - 4.21.3.2.2 secondly, there will be paid to the holders of the Management Shares in respect of each such share the amount paid up or treated as paid up thereon; and
    - 4.21.3.2.3 thirdly, the surplus shall be divided amongst the Shareholders *pro rata* according to the nominal capital paid up on their holdings of Ordinary Shares.
- 4.21.4 As regards voting:
- 4.21.4.1 the C Shares shall carry the right to receive notice of and to attend and vote at any general meeting of the Company. The voting rights of holders of C Shares will be the same as that applying to holders of Existing Shares as set out in the Articles as if the C Shares and Existing Shares were a single class; and
  - 4.21.4.2 the Deferred Shares shall not carry any right to receive notice of nor to attend or vote at any general meeting of the Company.
- 4.21.5 The following shall apply to the Deferred Shares:
- 4.21.5.1 the C Shares shall be issued on such terms that the Deferred Shares arising upon Conversion (but not the Ordinary Shares arising on Conversion) may be redeemed by the Company in accordance with the terms set out herein;
  - 4.21.5.2 immediately upon Conversion of any tranche of C Shares, the Company shall redeem all of the Deferred Shares which arise as a result of Conversion of that tranche for an aggregate consideration of one penny for all of the Deferred Shares so redeemed and the notice referred to in paragraph 4.21.8.2 below shall be deemed to constitute notice to each C Shareholder of the relevant tranche (and any person or persons having rights to acquire or acquiring C Shares of the relevant tranche on or after the Calculation Date) that the Deferred Shares shall be so redeemed; and

- 4.21.5.3 the Company shall not be obliged to: (i) issue share certificates to the deferred shareholders in respect of the Deferred Shares; or (ii) account to any deferred shareholder for the redemption moneys in respect of such Deferred Shares.
- 4.21.6 Without prejudice to the generality of the Articles, for so long as any C Shares are for the time being in issue it shall be a special right attaching to the Existing Shares as a class and to the C Shares as a separate class that without the sanction or consent of such holders given in accordance with the Articles:
- 4.21.6.1 no alteration shall be made to the Articles;
- 4.21.6.2 no allotment or issue will be made of any security convertible into or carrying a right to subscribe for any share capital of the Company other than the allotment or issue of further C Shares; and
- 4.21.6.3 no resolution of the Company shall be passed to wind-up the Company.
- For the avoidance of doubt but subject to the rights or privileges attached to any other class of shares, the previous sanction of a special resolution of the holders of Existing Shares and C Shares, as described above, shall not be required in respect of:
- 4.21.6.4 the issue of further Ordinary Shares ranking *pari passu* in all respects with the Existing Shares (otherwise than in respect of any dividend or other distribution declared, paid or made on the Existing Shares by the issue of such further Ordinary Shares); or
- 4.21.6.5 the sale of any shares held as treasury shares (as such term is defined in section 724 of the Companies Act) in accordance with sections 727 and 731 of the Companies Act or the purchase or redemption of any shares by the Company (whether or not such shares are to be held in treasury).
- 4.21.7 For so long as any tranche of C Shares are for the time being in issue, until Conversion of such tranche of C Shares and without prejudice to its obligations under applicable laws the Company shall:
- 4.21.7.1 procure that the Company's records, and bank and custody accounts shall be operated so that the assets attributable to the C Shares of that tranche can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall, without prejudice to any obligations pursuant to applicable laws, procure that separate cash accounts, broker settlement accounts and investment ledger accounts shall be created and maintained in the books of the Company for the assets attributable to the C Shares of that tranche;
- 4.21.7.2 allocate to the assets attributable to the C Shares of that tranche such proportion of the income, expenses and liabilities of the Company incurred or accrued between the date on which the Company first receives the net proceeds of an issue of C Shares and the Calculation Date relating to such tranche of C Shares (both dates inclusive) as the Directors fairly consider to be attributable to that tranche of C Shares; and
- 4.21.7.3 give appropriate instructions to the AIFM to manage the Company's assets so that such undertakings can be complied with by the Company.
- 4.21.8 In relation to any tranche of C Shares, the C Shares for the time being in issue of that tranche shall be sub-divided and converted into Ordinary Shares and Deferred Shares on the relevant Conversion Date in accordance with the following provisions of this paragraph 4.21.8:
- 4.21.8.1 the Directors shall procure that within 10 Business Days of the relevant Calculation Date:



- 4.21.8.1.1 the Conversion Ratio as at the relevant Calculation Date and the numbers of Ordinary Shares and Deferred Shares to which each C Shareholder of that tranche shall be entitled on Conversion of that tranche shall be calculated; and
  - 4.21.8.1.2 the Auditors shall confirm that such calculations as have been made by the Company have, in their opinion, been performed in accordance with the Articles and are arithmetically accurate whereupon such calculations shall become final and binding on the Company and all holders of the Company's shares and any other securities issued by the Company which are convertible into the Company's shares, subject to the proviso immediately after the definition of H in paragraph 4.21.1 above.
- 4.21.8.2 The Directors shall procure that, as soon as practicable following such confirmation and in any event within 10 Business Days of the relevant Calculation Date, a notice is sent to each C shareholder of the relevant tranche advising such shareholder of the Conversion Date, the Conversion Ratio and the numbers of Ordinary Shares and Deferred Shares to which such C shareholder of the relevant tranche will be entitled on Conversion.
- 4.21.8.3 On conversion each C Share of the relevant tranche shall automatically subdivide into 10 conversion shares of one penny each and such conversion shares of 1p each shall automatically convert into such number of Ordinary Shares and Deferred Shares as shall be necessary to ensure that, upon such Conversion being completed:
  - 4.21.8.3.1 the aggregate number of Ordinary Shares into which the same number of conversion shares of one penny each are converted equals the number of C Shares of the relevant tranche in issue on the relevant Calculation Date multiplied by the relevant Conversion Ratio (rounded down to the nearest whole Share); and
  - 4.21.8.3.2 each conversion share of one penny which does not so convert into an Ordinary Share shall convert into one Deferred Share.
- 4.21.8.4 The Ordinary Shares and Deferred Shares arising upon Conversion shall be divided amongst the former C shareholders of the relevant tranche pro rata according to their respective former holdings of C Shares of the relevant tranche (provided always that the Directors may deal in such manner as they think fit with fractional entitlements to Ordinary Shares and Deferred Shares arising upon Conversion including, without prejudice to the generality of the foregoing, selling any Ordinary Shares representing such fractional entitlements and retaining the proceeds for the benefit of the Company).
- 4.21.8.5 Forthwith upon Conversion, the share certificates relating to the C Shares of the relevant tranche shall be cancelled and the Company shall issue to each former C shareholder of the relevant tranche new certificates in respect of the Ordinary Shares which have arisen upon Conversion to which he or she is entitled. Share certificates in respect of the Deferred Shares will not be issued.
- 4.21.8.6 The Directors may make such adjustments to the terms and timing of Conversion as they in their discretion consider are fair and reasonable having regard to the interests of all Shareholders.

## **5. THE TAKEOVER CODE**

### **5.1 Mandatory bid**

The Takeover Code applies to the Company. Under Rule 9 of the Takeover Code, if:

- (i) a person acquires an interest in shares which, when taken together with shares already held by him or persons acting in concert with him, carry 30 per cent. or more of the voting rights in the Company; or
- (ii) a person who, together with persons acting in concert with him, is interested in not less than 30 per cent. and not more than 50 per cent. of the voting rights in the Company acquires additional interests in shares which increase the percentage of shares carrying voting rights in which that person is interested,

the acquirer and, depending on the circumstances, its concert parties, would be required (except with the consent of the Takeover Panel) to make a cash offer for the outstanding shares at a price not less than the highest price paid for any interests in the shares by the acquirer or its concert parties during the previous 12 months.

### **5.2 Compulsory acquisition**

Under sections 974 to 991 of the Companies Act, if an offeror acquires or contracts to acquire (pursuant to a takeover offer) not less than 90 per cent. of the shares (in value and by voting rights) to which such offer relates it may then compulsorily acquire the outstanding shares not assented to the offer. It would do so by sending a notice to outstanding holders of shares telling them that it will compulsorily acquire their shares and then, six weeks later, it would execute a transfer of the outstanding shares in its favour and pay the consideration to the company, which would hold the consideration on trust for the outstanding holders of shares. The consideration offered to the holders whose shares are compulsorily acquired under the Companies Act must, in general, be the same as the consideration that was available under the takeover offer.

In addition, pursuant to section 983 of the Companies Act, if an offeror acquires or agrees to acquire not less than 90 per cent. of the shares (in value and by voting rights) to which the offer relates, any holder of shares to which the offer relates who has not accepted the offer may require the offeror to acquire his shares on the same terms as the takeover offer.

The offeror would be required to give any holder of shares notice of his right to be bought out within one month of that right arising. Sell-out rights cannot be exercised after the end of the period of three months from the last date on which the offer can be accepted or, if later, three months from the date on which the notice is served on the holder of shares notifying them of their sell-out rights. If a holder of shares exercises its rights, the offeror is bound to acquire those shares on the terms of the takeover offer or on such other terms as may be agreed.

## **6. MATERIAL CONTRACTS OF THE COMPANY**

The following are all of the contracts, not being contracts entered into in the ordinary course of business that have been entered into by the Company since its incorporation and are, or may be, material or contain any provision under which the Company has any obligation or entitlement which is or may be material to it as at the date of this document:

### **6.1 Placing and Offer Agreement**

The Placing and Offer Agreement dated 26 March 2018 between the Company, the Portfolio Manager, the Directors, Harwood Capital Management Limited and Winterflood Securities, pursuant to which, subject to certain conditions, Winterflood Securities has agreed to use reasonable endeavours to procure subscribers for Ordinary Shares pursuant to the Initial Placing at the Issue Price and to use reasonable endeavours to procure subscribers under the Placing Programme for Shares at the Placing Programme Price.

The Placing and Offer Agreement may be terminated by Winterflood Securities in certain customary circumstances. The Company has appointed Winterflood Securities as sponsor, financial adviser and bookrunner to the Company in connection with the Initial Issue and the Placing Programme.

The obligation of the Company to issue the Ordinary Shares and the obligation of Winterflood Securities to use its reasonable endeavours to procure subscribers for Ordinary Shares pursuant to the Initial Placing is conditional upon certain conditions that are typical for an agreement of this nature. These conditions include, among others: (i) Initial Admission having become effective on or before 8.00 a.m. on 1 May 2018 (or such later time and/or date as the Company and Winterflood Securities may agree (not being later than 8.00 a.m. on 30 June 2018)); (ii) the Placing and Offer Agreement becoming wholly unconditional (save as to Initial Admission) and not having been terminated in accordance with its terms at any time prior to Initial Admission; and (iii) the Minimum Gross Proceeds being raised.

Each allotment and issue of Shares pursuant to a Subsequent Placing under the Placing Programme is conditional, *inter alia*, on: (i) Admission of the relevant Shares occurring by no later than 8.00 a.m. on such date as the Company and Winterflood Securities may agree from time to time in relation to that Admission, not being later than 25 March 2019; (ii) a valid supplementary prospectus being published by the Company if such is required by the Prospectus Rules; and (iii) the Placing and Offer Agreement being wholly unconditional as regards the relevant Subsequent Placing (save as to Admission) and not having been terminated in accordance with its terms prior to the relevant Admission.

The Company, the Directors and the Portfolio Manager have given warranties to Winterflood Securities concerning, *inter alia*, the accuracy of the information contained in this document. The Company and the Portfolio Manager have also given indemnities to Winterflood Securities. The warranties and indemnities given by the Company and the Portfolio Manager (as the case may be) are standard for an agreement of this nature.

The Placing and Offer Agreement is governed by the laws of England and Wales.

## 6.2 Portfolio Management Agreement

The Portfolio Management Agreement dated 26 March 2018 between the Company and the Portfolio Manager, pursuant to which the Portfolio Manager is appointed, with effect from Initial Admission, to act as portfolio manager of the Company, subject always to the overall supervision and control of the Board.

Under the terms of the Portfolio Management Agreement, the Portfolio Manager is entitled to an annual management fee, and in certain circumstances the payment of a Performance Fee, together with reimbursement of all reasonable costs and expenses incurred by it in the performance of its duties. Details of the annual management fee and the Performance Fee are set out in Part 2 of this document.

The initial term of the Portfolio Management Agreement is three years commencing on Initial Admission (the “**Initial Term**”). The Company may terminate the Portfolio Management Agreement by giving the Portfolio Manager not less than six months’ prior written notice such notice not to be served prior to the end of the Initial Term. The Portfolio Manager may terminate the Portfolio Management Agreement by giving the Company not less than six months’ prior written notice such notice not to be served prior to the end of the Initial Term. The Portfolio Management Agreement may be terminated with immediate effect on the occurrence of certain events, including insolvency or material and continuing breach.

In addition, in the event that the Key Man ceases to be involved in a material respect with the Portfolio Manager, the Company shall be entitled to terminate the Portfolio Management Agreement immediately without penalty by notice in writing if the Portfolio Manager, within 90 days of being requested by the Company to do so, is unable to present a proposal which is reasonably acceptable to the Board to replace the departed Key Man. The “**Key Man**” shall be Stuart Widdowson or any person approved as a replacement Key Man by the Board.

The Company has given an indemnity in favour of the Portfolio Manager (subject to customary exceptions) in respect of the Portfolio Manager's potential losses in carrying on its responsibilities under the Portfolio Management Agreement.

The Portfolio Management Agreement is governed by the laws of England and Wales.

### 6.3 Administration Agreement

The Administration Agreement between the Company and the Administrator dated 26 March 2018, pursuant to which the Administrator has agreed to provide certain administrative services to the Company.

Under the agreement, the Administrator shall provide general fund administration services (including calculation of the Net Asset Value), bookkeeping and accounts preparation. Under the terms of the Administration Agreement, the Administrator is entitled to customary fees. The Administrator will also be entitled to reimbursement of all out of pocket costs and expenses reasonably and properly incurred by it in providing its services under the agreement.

The Administration Agreement is for an initial period of 12 months from the date of the agreement and shall continue until terminated by either party on at least 6 months' written notice such notice not to expire earlier than the initial period. In addition, either party may terminate the Administration Agreement:

- (i) by service of four months' written notice should the parties not reach an agreement regarding any increase of the fees payable under the Administration Agreement; or
- (ii) upon service of written notice if the other party commits a material breach of its obligations under the Administration Agreement (including any payment default) which that party has failed to remedy within 60 days of receipt of a written notice to do so from the first party; or
- (iii) if a party goes into liquidation or an order is made or a resolution is passed to put the other party into liquidation or if the other party a receiver or administrator is appointed over the whole of or a substantial part of the other party's undertakings.

The Administration Agreement limits the Administrator's liability thereunder to the lesser of £500,000 (five hundred thousand pounds sterling) or an amount equal to five times the fees payable to the Administrator in the preceding 12 month period pursuant to the Administration Agreement. The Company has agreed to indemnify the Administrator, and its affiliates and their directors, officers and employees from and against any and all losses incurred by the Administrator provided they have not resulted from the negligence, fraud, fraudulent misrepresentation or wilful default of the Administrator or the indemnified parties. The indemnity is customary for an agreement of this nature.

The Administration Agreement is governed by the laws of England and Wales.

### 6.4 Company Secretarial Services Agreement

6.5 The Company Secretarial Services Agreement between the Company and Link Market Services Limited ("**Link**") dated 26 March 2018, pursuant to which Link has agreed to provide certain company secretarial services to the Company and the Company Secretary is the named company secretary of the Company.

Under the terms of the Company Secretarial Services Agreement, Link is entitled to customary fees. Link will also be entitled to reimbursement of all reasonable out of pocket expenses incurred by it in providing its services under the agreement.

The Company Secretarial Services Agreement is for an initial period of 12 months from the date of the agreement and shall continue until terminated by either party on at least 6 months' written notice. In addition, either party may terminate the Company Secretarial Services Agreement:

- (iii) by service of three months' written notice should the parties not reach an agreement regarding any increase of the fees payable under the Company Secretarial Services Agreement; or
- (iv) upon service of written notice if the other party commits a material breach of its obligations under the Company Secretarial Services Agreement (including any payment default) which that party has failed to remedy within 60 days of receipt of a written notice to do so from the first party; or
- (v) upon service of written notice if a resolution is passed or an order made for the winding-up, dissolution or administration of the other party, or if the other party is declared insolvent or if an administrator, administrative receiver, manager or provisional liquidator (or similar officer to any of the foregoing in the relevant jurisdiction) is appointed over the whole of or a substantial part of the other party or its assets or undertakings.

The Company Secretarial Services Agreement limits Link's liability thereunder to the lesser of £500,000 or an amount equal to five times the annual fee payable to Link pursuant to the Company Secretarial Services Agreement in the preceeding 12 month period pursuant to the Company Secretarial Services Agreement. The Company has agreed to indemnify, defend and hold harmless Link, its directors, officers, employees and agents from and against any and all losses, damages, liabilities, professional fees, court costs and expenses resulting or arising from the Company's breach of the agreement and, in addition, any third-party claims, actions, proceedings, investigations or litigation relating to or arising from or in connection with the agreement, except to the extent such losses are determined to have resulted from fraud, wilful default or negligence on Link's part. This indemnity is customary for an agreement of this nature.

The Company Secretarial Agreement is governed by the laws of England.

#### **6.6 Registrar's Agreement**

The Registrar's Agreement dated 26 March 2018 between the Company, Equiniti Financial Services Limited and the Registrar pursuant to which the Registrar has agreed to act as registrar to the Company.

Under the agreement, the Registrar is entitled to a fee calculated on the basis of the number of Shareholders and the number of transfers processed (exclusive of any VAT). The Registrar is also entitled to reimbursement of all out of pocket costs, expenses and charges properly incurred on behalf of the Company.

The Registrar's Agreement may be terminated on twelve months' notice by either party, such notice not to expire prior to the end of the three years of appointment and is also terminable on shorter notice in the event of breach of the agreement or insolvency.

The Company has given certain market standard indemnities in favour of the Registrar in respect of the Registrar's potential losses in carrying on its responsibilities under the Registrar Agreement. The Registrar's liabilities under the Registrar Agreement are subject to a cap.

The Registrar's Agreement is governed by the laws of England and Wales.

#### **6.7 Receiving Agent Agreement**

The Receiving Agent Agreement dated 26 March 2018 between the Company and the Receiving Agent pursuant to which the Receiving Agent has agreed to act as receiving agent in connection with the Offer for Subscription. Under the terms of the agreement, the Receiving Agent is entitled to a management fee, plus a processing fee per application. The Receiving Agent will also be entitled to reimbursement of all out-of-pocket expenses reasonably incurred by it in connection with its duties.

The Company has given certain market standard indemnities in favour of the Receiving Agent in respect of the Receiving Agent's potential losses in carrying on its responsibilities under the

Receiving Agent Agreement. The Receiving Agent's liabilities under the Receiving Agent Agreement are subject to a financial cap.

The agreement is governed by the laws of England and Wales.

#### **6.8 Custody Agreement**

The Custody Agreement dated 22 March 2018 between the Company and the Custodian pursuant to which the Custodian will act as custodian of the Company's investments, cash and other assets.

Under the terms of the Custody Agreement, the Custodian receives a safe-keeping fee and transaction fees which vary by market. The minimum fee payable to the Custodian is £25,000 per annum (exclusive of VAT) subject to increase in certain specific circumstances.

The Company has given certain market standard indemnities in favour of the Custodian in respect of the Custodian's potential losses in carrying on its responsibilities under the Custody Agreement.

The Custodian's appointment may be terminated by the Company giving 90 days' written notice to the Custodian or by the Custodian giving 90 days' written notice to the Company, and in certain circumstances the Custodian's appointment may be terminated immediately on notice by either party.

The Custody Agreement is governed by the laws of England and Wales.

### **7. LITIGATION**

There have been no governmental, legal or arbitration proceedings, and the Company is not aware of any governmental, legal or arbitration proceedings pending or threatened, nor of any such proceedings having been pending or threatened at any time preceding the date of this document which may have, or have had in the recent past, a significant effect on the financial position or profitability of the Company.

### **8. WORKING CAPITAL**

The Company is of the opinion that, on the basis the Minimum Net Proceeds are raised, the working capital available to the Company is sufficient for its present requirements, that is for at least the next 12 months from the date of this document.

In the event that the Minimum Net Proceeds are not raised, the Initial Issue will not proceed and any monies received under the Initial Issue will be returned to applicants either by cheque without interest (at the risk of the applicant), or direct to the account of the bank or building society on which the relevant cheque or banker's draft was drawn. The Minimum Net Proceeds may only be changed through the production of a supplementary prospectus.

### **9. NO SIGNIFICANT CHANGE**

There has been no significant change in the financial or trading position of the Company since the date of its incorporation.

### **10. CAPITALISATION AND INDEBTEDNESS**

As at the date of this document, the Company has no guaranteed, secured, unguaranteed or unsecured debt and no indirect or contingent indebtedness, and has not entered into any mortgage, charge or security interest, and the Company's issued share capital consists of 50,000 Management Shares of £1.00 each, all fully paid up and one Ordinary Share of £0.01.

### **11. GENERAL**

11.1 No Director has any interest in any property acquired, or proposed to be acquired, by the Company.



- 11.2 The Ordinary Shares to be issued in connection with the Initial Issue will be issued at 100 pence per Ordinary Share of which 99 pence per Ordinary Share constitutes share premium.
- 11.3 No application is being made for the Shares to be dealt with in or on any stock exchange or investment exchange other than the Main Market for listed securities of the London Stock Exchange.
- 11.4 Winterflood Securities has given and not withdrawn its written consent to the inclusion in this document of references to its name in the form and context in which it appears.
- 11.5 Odyssean Capital LLP was incorporated in England and Wales as a limited liability partnership on 28 June 2017 under the Limited Liability Partnerships Act 2000 (registration number OC417961). The Portfolio Manager is regulated by the FCA (FCA registration number 783925). The registered office of the Portfolio Manager is 6 Stratton Street, London W1J 8LD (tel. +44 020 7640 3200). The Portfolio Manager has given and not withdrawn its written consent to the inclusion in this document of references to its name in the form and context in which they appear. The Portfolio Manager accepts responsibility for Section 4 of Part 1 (Investment Proposition), Section 5 of Part 1 (Investment Approach) and Section 2 of Part 2 (The Portfolio Manager) of this document (together the **“Portfolio Manager Sections”**) for the purposes of Prospectus Rule 5.5.3(f). To the best of the knowledge and belief of the Portfolio Manager (who has taken all reasonable care to ensure that such is the case), the Portfolio Manager Sections are in accordance with the facts and do not omit anything likely to affect the import of such Portfolio Manager Sections.
- 11.6 Where third party information has been referenced in this document, the source of that third party information has been disclosed. All information in this document that has been sourced from third parties has been accurately reproduced and, as far as the Company is aware and able to ascertain from information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading.
- 11.7 The auditors of the Company are KPMG LLP of 15 Canada Square, Canary Wharf, London E14 5GL and have been the only auditors of the Company since its incorporation. KPMG LLP is a member of the Institute of Chartered Accountants in England and Wales.

## **12. DOCUMENTS AVAILABLE FOR INSPECTION**

- 12.1 Copies of the following documents will be available for inspection at the registered office of the Company during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) from the date of this document until 21 February 2019:
- 12.1.1 the Memorandum and Articles of the Company; and
- 12.1.2 this document.

Dated: 26 March 2018

## PART 7

### DEFINITIONS

The following definitions apply throughout this document unless the context requires otherwise:

<b>Administrator</b>	Link Alternative Fund Administrators Limited
<b>Administration Agreement</b>	the administration agreement between the Company and the Administrator, a summary of which is set out in paragraph 6.3 of Part 6 of this document
<b>Admission</b>	admission of any Shares issued pursuant to the Initial Issue or any Subsequent Placing (as the context may require) to the premium listing segment of the Official List of the UKLA and admission of such Shares to trading on the Main Market for listed securities of the London Stock Exchange
<b>AIC</b>	the Association of Investment Companies
<b>AIC Code</b>	the AIC Code of Corporate Governance published by the AIC from time-to-time
<b>AIF</b>	an alternative investment fund
<b>AIFM</b>	an alternative investment fund manager within the meaning of the AIFM Directive
<b>AIFM Directive</b>	the Directive 2011/61/EU of the European Parliament and of the Council on Alternative Investment Fund Managers
<b>AIFM Regulations</b>	the Alternative Investment Fund Managers Regulations 2013 of the United Kingdom (SI 2013/1773)
<b>AIFM Rules</b>	the AIFM Directive and all applicable rules and regulations implementing the AIFM Directive in the UK, including, without limitation, the AIFM Regulations and all relevant provisions of the FCA Handbook
<b>Application Form</b>	the application form attached to this document for use in connection with the Offer for Subscription
<b>Articles</b>	the articles of association of the Company
<b>Audit Committee</b>	the audit committee of the Board
<b>Benefit Plan Investor</b>	(i) an employee benefit plan that is subject to the fiduciary responsibility or prohibited transaction provisions of Title I of the ERISA (including, as applicable, assets of an insurance company general account) or a plan that is subject to the prohibited transaction provisions of section 4975 of the U.S. Code (including an individual retirement account); (ii) an entity whose underlying assets include “plan assets” by reason of a Plan’s investment in the entity; or (iii) any benefit plan investor” as otherwise defined in section 3(42) of ERISA or regulations promulgated by the U.S. Department of Labor
<b>Board</b>	the board of Directors of the Company or any duly constituted committee thereof
<b>Business Day</b>	any day which is not a Saturday or Sunday or a bank holiday in the City of London
<b>Calculation Date</b>	has the meaning given in paragraph 4 of Part 6 of this document

<b>Capital gains tax or CGT</b>	UK taxation of capital gains or corporation tax on chargeable gains, as the context may require
<b>certificated or in certificated form</b>	not in uncertificated form
<b>COB Rules</b>	the FCA Conduct of Business Rules applicable to firms with investment business customers
<b>Companies Act</b>	the Companies Act 2006 and any statutory modification or re-enactment thereof for the time being in force
<b>Company</b>	Odyssean Investment Trust PLC
<b>Company Secretary</b>	Link Company Matters Limited
<b>Company Secretarial Services Agreement</b>	the company secretarial services agreement between the Company and the Company Secretary, a summary of which is set out in paragraph 6.4 of Part 6 of this document
<b>Comparator Index</b>	the Numis Smaller Companies ex Investment Trusts plus AIM Index
<b>Concert Party</b>	has the meaning provided for on page 46 of this document
<b>Conversion</b>	the conversion of C Shares into Ordinary Shares in accordance with the Articles and as described in paragraph 4 of Part 6 of this document
<b>Conversion Date</b>	has the meaning given in paragraph 4 of Part 6 of this document
<b>Conversion Ratio</b>	has the meaning given in paragraph 4 of Part 6 of this document
<b>CREST</b>	the computerised settlement system operated by Euroclear which facilitates the transfer of title to shares in uncertificated form
<b>C Shares</b>	C shares of £0.10 each in the capital of the Company
<b>CTA 2009</b>	Corporation Tax Act 2009 and any statutory modification or re-enactment thereof for the time being in force
<b>CTA 2010</b>	Corporation Tax Act 2010 and any statutory modification or re-enactment thereof for the time being in force
<b>Custodian</b>	RBC Investor Services Trust (UK Branch)
<b>Custody Agreement</b>	the agreement between the Company and the Custodian, a summary of which is set out in paragraph 6.8 of Part 6 of this document
<b>Directors</b>	the directors from time to time of the Company and “ <b>Director</b> ” is to be construed accordingly
<b>Disclosure Guidance and Transparency Rules</b>	the disclosure guidance and transparency rules made by the Financial Conduct Authority under section 73A of FSMA
<b>EEA</b>	European Economic Area
<b>ERISA</b>	U.S. Employee Retirement Income Security Act of 1976, as amended
<b>ERISA Plan</b>	an “employee benefit plan” (as defined in Section 3(3) of ERISA
<b>ESMA</b>	the European Securities and Markets Authority
<b>Euroclear</b>	Euroclear UK & Ireland Limited, being the operator of CREST
<b>European Union or EU</b>	the European Union first established by the treaty made at Maastricht on 7 February 1992

<b>Excess Amount</b>	has the meaning set out on page 51 of this document
<b>Excluded Territory</b>	Australia, Canada, Japan, New Zealand and the Republic of South Africa
<b>FATCA</b>	the U.S. Foreign Account Tax Compliance Act of 2010, as amended
<b>FCA</b>	the Financial Conduct Authority or any successor authority
<b>FCA Handbook</b>	the FCA handbook of rules and guidance as amended from time to time
<b>FSMA</b>	the Financial Services and Markets Act 2000 and any statutory modification or re-enactment thereof for the time being in force
<b>Gross Assets</b>	the aggregate value of the total assets of the Company as determined in accordance with the accounting principles adopted by the Company from time-to-time
<b>Harwood Capital</b>	Harwood Capital LLP
<b>Harwood Capital Management Group</b>	Harwood Capital Management Limited and its affiliated companies
<b>High Watermark</b>	has the meaning set out on page 51 of this document
<b>HMRC</b>	Her Majesty's Revenue and Customs
<b>IFRS</b>	international financial reporting standards as endorsed by the European Union
<b>Initial Admission</b>	admission of the Ordinary Shares to the premium listing segment of the Official List of the UKLA and admission of the Ordinary Shares to trading on the Main Market for listed securities of the London Stock Exchange pursuant to the Initial Issue
<b>Initial Gross Proceeds</b>	the gross proceeds of the Initial Issue
<b>Initial Issue</b>	the issue of Ordinary Shares pursuant to the Initial Placing and the Offer for Subscription
<b>Initial Placing</b>	the conditional placing of Ordinary Shares by Winterflood Securities at the Issue Price as described in this document
<b>Intermediaries</b>	financial intermediaries that are appointed by Winterflood Securities and/or the Company to offer Ordinary Shares to retail investors under the Offer for Subscription and reference to "Intermediary" shall be construed accordingly
<b>IRR</b>	Internal rate of return
<b>ISA</b>	UK individual savings account
<b>Issue Price</b>	100 pence per Ordinary Share
<b>ITA</b>	the Income Tax Act 2007 and any statutory modification or re-enactment thereof for the time being in force
<b>Key Information Document</b>	the key information document dated 16 March 2018 relating to the Company produced pursuant to the PRIIPs Regulation, as amended and updated from time to time
<b>LIBOR</b>	London Interbank Offered Rate
<b>Listing Rules</b>	the listing rules made by the FCA under section 73A of FSMA
<b>London Stock Exchange</b>	London Stock Exchange plc

<b>Management Engagement Committee</b>	the management engagement committee of the Board
<b>Management Shares</b>	redeemable shares of £1.00 each in the capital of the Company
<b>Market Abuse Regulation or MAR</b>	Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse
<b>member account ID</b>	the identification code or number attached to any member account in CREST
<b>MiFID II</b>	Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (“ <b>MiFID</b> ”) and Regulation (EU) No 600/2014 of the European Parliament and the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (“ <b>MiFIR</b> ”, and together with MiFID, “ <b>MiFID II</b> ”)
<b>Minimum Gross Proceeds</b>	the minimum gross proceeds of the Initial Issue, being £40 million
<b>Minimum Net Proceeds</b>	the Minimum Gross Proceeds less the costs and expenses of the Initial Issue
<b>NASCIT</b>	North Atlantic Smaller Companies Investment Trust PLC
<b>Net Asset Value</b>	the value, as at any date, of the assets of the Company after deduction of all liabilities determined in accordance with the accounting policies adopted by the Company from time-to-time
<b>Net Asset Value per C Share</b>	at any time the Net Asset Value attributable to any class of C Shares divided by the number of such C Shares in issue (other than C Shares of the same class held in treasury) at the date of calculation
<b>Net Asset Value per Ordinary Share</b>	at any time the Net Asset Value attributable to the Ordinary Shares divided by the number of Ordinary Shares in issue (other than Ordinary Shares held in treasury) at the date of calculation
<b>Net Asset Value Total Return per Share</b>	has the meaning set out on page 51 of this document
<b>Net Proceeds</b>	the proceeds of the Initial Issue, after deduction of costs and expenses
<b>OEIC</b>	open-ended investment company
<b>Offer or Offer for Subscription</b>	the offer for subscription of Ordinary Shares at the Issue Price on the terms set out in this document
<b>Official List</b>	the official list maintained by the UKLA pursuant to Part VI of FSMA
<b>Ordinary Shares</b>	ordinary shares of one penny each in the capital of the Company and “ <b>Ordinary Share</b> ” shall be construed accordingly
<b>Overseas Person</b>	a potential investor who is not resident in, or who is not a citizen of, the UK
<b>Performance Fee</b>	the performance fee payable to the Portfolio Manager in certain circumstances under the terms of the Portfolio Management Agreement as described in Part 2 of this document
<b>Placee</b>	any person who agrees to subscribe for the Shares pursuant to the Initial Placing and/or any Subsequent Placing

<b>Placing and Offer Agreement</b>	the conditional placing, offer and placing programme agreement between the Company, the Portfolio Manager, Harwood Capital Management Limited, the Directors and Winterflood Securities, a summary of which is set out in paragraph 6.1 of Part 6 of this document
<b>Placing Programme</b>	the proposed programme of Subsequent Placings as described in this document
<b>Placing Programme Price</b>	the price at which Shares will be issued pursuant to a Subsequent Placing under the Placing Programme to Placees, as set out on Part 4 of this document
<b>Plan Asset Regulations</b>	the U.S. Department of Labor Regulations, 29 C.F.R. 2510.3-101, as and to the extent modified by section 3(42) of ERISA
<b>Plans</b>	a tax qualified annuity plan described in section 405 of the U.S. Tax Code and an individual retirement account or individual retreat annuity as described in section 408 of the U.S. Tax Code
<b>Portfolio</b>	the Company's investments from time to time
<b>Portfolio Management Agreement</b>	the portfolio management agreement between the Company and the Portfolio Manager, a summary of which is set out in paragraph 6.2 of Part 6 of this document
<b>Portfolio Manager</b>	Odyssean Capital LLP
<b>PRIPs Regulation</b>	Regulation EU No.1286/2014 on key information documents for packaged retail and insurance-based investment products
<b>Prospectus Directive</b>	the EU Prospectus Directive 2003/71/EC
<b>Prospectus Rules</b>	the prospectus rules made by the FCA under section 73A of FSMA
<b>Receiving Agent</b>	Equiniti Limited
<b>Receiving Agent Agreement</b>	the receiving agent agreement between the Company and the Receiving Agent, a summary of which is set out in paragraph 6.7 of Part 6 of this document
<b>Register</b>	the register of members of the Company
<b>Registrar</b>	Equiniti Limited
<b>Registrar Agreement</b>	the registrar agreement between the Company and the Registrar, a summary of which is set out in paragraph 6.6 of Part 6 of this document
<b>Regulation S</b>	Regulation S under the U.S. Securities Act
<b>Regulatory Information Service</b>	a service authorised by the UKLA to release regulatory announcements to the London Stock Exchange
<b>Relevant Member State</b>	a member state of the EEA which has implemented the Prospectus Directive
<b>Restricted Shares</b>	has the meaning set out on page 51 of this document
<b>SEDOL</b>	the Stock Exchange Daily Official List
<b>Shareholder</b>	a holder of Shares
<b>Shares</b>	Ordinary Shares and/or C Shares (as the context may require)
<b>Similar Law</b>	any U.S. federal, state, local or foreign law that is similar to section 406 of ERISA or section 4975 of the U.S. Code



<b>SIPP</b>	a self-invested personal pension as defined in Regulation 3 of the Retirement Benefits Schemes (Restriction on Discretion to Approve) (Permitted Investments) Regulations 2001 of the UK
<b>SSAS</b>	a small self-administered scheme as defined in Regulation 2 of the Retirement Benefits Schemes (Restriction on Discretion to Approve) (Small Self-Administered Schemes) Regulations 1991 of the UK
<b>Sterling or £ or pence</b>	the lawful currency of the United Kingdom
<b>Subsequent Placing</b>	any placing of Shares pursuant to the Placing Programme described in this document
<b>Takeover Code</b>	the City Code on Takeovers and Mergers
<b>Takeover Panel</b>	the Panel on Takeovers and Mergers
<b>Target Net Asset Value per Share</b>	has the meaning set out on page 51 of this document
<b>Terms and Conditions of Application</b>	the terms and conditions to which subscriptions under the Offer for Subscription are subject as set out in Part 9 of this document
<b>UK Corporate Governance Code</b>	the UK Corporate Governance Code as published by the Financial Reporting Council from time-to-time
<b>UKLA or UK Listing Authority</b>	the FCA acting in its capacity as the competent authority for the purposes of Part VI of FSMA
<b>UK Money Laundering Regulations</b>	The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, as amended
<b>United Kingdom or UK</b>	the United Kingdom of Great Britain and Northern Ireland
<b>United States of America, United States or U.S.</b>	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia
<b>U.S. Advisers Act</b>	U.S. Investment Advisers Act of 1940, as amended
<b>U.S. Code</b>	U.S. Internal Revenue Code of 1986, as amended
<b>U.S. Dollars, USD, U.S.\$, dollars and cents</b>	the lawful currency of the United States of America
<b>U.S. Exchange Act</b>	U.S. Securities Exchange Act of 1934, as amended
<b>U.S. Investment Company Act</b>	U.S. Investment Company Act of 1940, as amended
<b>U.S. Person</b>	any person who is a U.S. person within the meaning of Regulation S
<b>U.S. Securities Act</b>	U.S. Securities Act of 1933, as amended
<b>VAT</b>	value added tax
<b>Winterflood Securities</b>	Winterflood Securities Limited

## PART 8

### TERMS AND CONDITIONS OF INITIAL PLACING AND PLACING PROGRAMME

#### 1. INTRODUCTION

- 1.1 Each Placee which confirms its agreement (whether orally or in writing) to Winterflood Securities to subscribe for Shares under either the Initial Placing or any Subsequent Placing will be bound by these terms and conditions and will be deemed to have accepted them.
- 1.2 Winterflood Securities may require any Placee to agree to such further terms and/or conditions and/or give such additional warranties and/or representations as it (in its absolute discretion) sees fit and may require any such Placee to execute a separate placing letter.

#### 2. AGREEMENT TO SUBSCRIBE FOR SHARES

- 2.1 Conditional on, amongst other things: (i) in respect of the Initial Placing only, Initial Admission occurring and becoming effective by 8.00 a.m. on or prior to 1 May 2018 (or such later time and/or date, not being later than 30 June 2018, as specified by Winterflood Securities); (ii) in respect of a Subsequent Placing only, Admission of the Shares issued pursuant to the relevant Subsequent Placing occurring and becoming effective by 8.00 a.m. on or prior to the date agreed by the Company and Winterflood Securities in respect of that Subsequent Placing, not being later than 25 March 2019; (iii) in the case of the Initial Placing, the Minimum Gross Proceeds being raised; (iv) the Placing and Offer Agreement becoming otherwise unconditional in all respects in respect of the Initial Placing or the relevant Subsequent Placing, as applicable, not having been terminated on or before the date of the Initial Placing or the relevant Subsequent Placing; and (v) Winterflood Securities confirming to the Placees their allocation of Shares, a Placee agrees to become a member of the Company and agrees to subscribe for those Shares allocated to it by Winterflood Securities at the Issue Price or applicable Placing Programme Price (as the case may be). To the fullest extent permitted by law, each Placee acknowledges and agrees that it will not be entitled to exercise any remedy of rescission at any time. This does not affect any other rights the Placee may have.
- 2.2 Applications under the Initial Placing and any Subsequent Placing must be for a minimum subscription amount of £1,000.
- 2.3 Any commitment to acquire Shares under the Initial Placing and/or any Subsequent Placing agreed orally with Winterflood Securities, as agent for the Company, will constitute an irrevocable, legally binding commitment upon that person (who at that point will become a Placee) in favour of the Company and Winterflood Securities, to subscribe for the number of Shares allocated to it on the terms and subject to the conditions set out in this Part 8 and in a contract note (the **"Contract Note"**) and in accordance with the Articles. Except with the consent of Winterflood Securities, such oral commitment will not be capable of variation or revocation after the time at which it is made.
- 2.4 Each Placee's allocation of Shares under the Initial Placing and/or any Subsequent Placing will be evidenced by a Contract Note confirming: (i) the number of Shares that such Placee has agreed to acquire; (ii) the aggregate amount that such Placee will be required to pay for such Shares; and (ii) settlement instructions to pay Winterflood Securities, as agent for the Company. The provisions as set out in this Part 8 will be deemed to be incorporated into that Contract Note.
- 2.5 If the Minimum Gross Proceeds are not raised, the Initial Placing will lapse and all proceeds will be returned to Placees without interest and at the Placee's risk.

#### 3. PAYMENT FOR SHARES

- 3.1 Each Placee undertakes to pay the Issue Price or Placing Programme Price (as applicable) for the Shares issued to the Placee in the manner and by the time directed by Winterflood Securities. In the event of any failure by any Placee to pay as so directed and/or by the time

required by Winterflood Securities, the relevant Placee's application for Shares may, at the discretion of Winterflood Securities, either be accepted or rejected and, in the former case, paragraph 3.2 below shall apply.

- 3.2 Each Placee is deemed to agree that if it does not comply with its obligation to pay the relevant Issue Price or Placing Programme Price (as applicable) for the Shares allocated to it in accordance with paragraph 3.1 of these terms and conditions and Winterflood Securities elects to accept that Placee's application, Winterflood Securities may sell all or any of the Shares allocated to the Placee on such Placee's behalf and retain from the proceeds an amount equal to the aggregate amount owed by the Placee plus any interest due. The Placee will, however, remain liable for any shortfall below the aggregate amount owed by such Placee and it may be required to bear any tax or other charges (together with any interest or penalties) which may arise upon the sale of such Shares on such Placee's behalf.
- 3.3 Settlement of transactions in the Shares following Initial Admission will take place in CREST but Winterflood Securities reserves the right in its absolute discretion to require settlement in certificated form if, in its opinion, delivery or settlement is not possible or practicable within the CREST system within the timescales previously notified to the Placee (whether orally, in the Contract Note or otherwise) or would not be consistent with the regulatory requirements in any Placee's jurisdiction.

#### **4. REPRESENTATIONS AND WARRANTIES**

By agreeing to subscribe for Shares under either the Initial Placing or a Subsequent Placing, each Placee which enters into a commitment to subscribe for Shares will (for itself and for any person(s) procured by it to subscribe for Shares and any nominee(s) for any such person(s)) be deemed to undertake, represent and warrant to each of the Company, Winterflood Securities, the Portfolio Manager and the Registrar that:

- 4.1 in agreeing to subscribe for Shares under the Initial Placing or a Subsequent Placing, it is relying solely on this document and any supplementary prospectus issued by the Company and not on any other information given, or representation or statement made at any time by any person concerning the Company, the Shares, the Initial Placing or any Subsequent Placing. It agrees that none of the Company, Winterflood Securities, the Portfolio Manager or the Registrar, nor any of their respective officers, agents, employees or affiliates, will have any liability for any other information or representation. It irrevocably and unconditionally waives any rights it may have in respect of any other information or representation;
- 4.2 if the laws of any territory or jurisdiction outside the United Kingdom are applicable to its agreement to subscribe for Shares under the Initial Placing or any Subsequent Placing, it warrants that it has complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with its application in any territory and that it has not taken any action or omitted to take any action which will result in the Company, Winterflood Securities, the Portfolio Manager or the Registrar or any of their respective officers, agents, employees or affiliates acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside the United Kingdom in connection with the Initial Placing and/or any Subsequent Placing;
- 4.3 it has carefully read and understands this document in its entirety and acknowledges that it is acquiring Shares on the terms and subject to the conditions set out in this Part 8 and in the Contract Note and the Articles as in force at the date of Initial Admission or the Subsequent Placing (as applicable);
- 4.4 the price payable per Share is payable to Winterflood Securities on behalf of the Company in accordance with the terms of these terms and conditions and in the Contract Note;
- 4.5 it has the funds available to pay for in full the Shares for which it has agreed to subscribe and it will pay the total subscription amount in accordance with the terms set out in these terms and conditions and as set out in the Contract Note on the due time and date;

- 4.6 it has not relied on Winterflood Securities or any person affiliated with Winterflood Securities in connection with any investigation of the accuracy of any information contained in this document;
- 4.7 it acknowledges that the content of this document is exclusively the responsibility of the Company, the Directors and the Portfolio Manager and neither Winterflood Securities nor any person acting on its behalf nor any of its affiliates are responsible for or shall have any liability for any information, representation or statement contained in this document or any information published by or on behalf of the Company and will not be liable for any decision by a Placee to participate in the Initial Placing or any Subsequent Placing based on any information, representation or statement contained in this document or otherwise;
- 4.8 it acknowledges that no person is authorised in connection with the Initial Placing or any Subsequent Placing to give any information or make any representation other than as contained in this document and, if given or made, any information or representation must not be relied upon as having been authorised by Winterflood Securities, the Company or the Portfolio Manager;
- 4.9 it is not applying as, nor is it applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in section 67, 70, 93 or 96 (depository receipts and clearance services) of the Finance Act 1986;
- 4.10 it accepts that none of the Shares have been or will be registered under the securities laws, or with any securities regulatory authority of, the United States, any member state of the EEA other than the United Kingdom, Australia, Canada, the Republic of South Africa, New Zealand or Japan (each a **"Restricted Jurisdiction"**). Accordingly, the Shares may not be offered, sold, issued or delivered, directly or indirectly, within any Restricted Jurisdiction unless an exemption from any registration requirement is available;
- 4.11 if it is within the United Kingdom, it is: (a) a person who falls within (i) Articles 49(2)(A) to (D) or (ii) Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 (the **"Order"**) or is a person to whom the Shares may otherwise lawfully be offered under such Order, or, if it is receiving the offer in circumstances under which the laws or regulations of a jurisdiction other than the United Kingdom would apply, that it is a person to whom the Shares may be lawfully offered under that other jurisdiction's laws and regulations; and (b) a qualified investor (as such term is defined in section 86(7) of FSMA);
- 4.12 if it is a resident in the EEA (other than the United Kingdom), it is: (a) a qualified investor within the meaning of the law in the relevant EEA member state implementing Article 2(1)(i), (ii) or (iii) of the Prospectus Directive; and (b) if the relevant member state has implemented the AIFM Directive, that it is a person to whom the Shares may lawfully be marketed to under the applicable implementing legislation (if any) of the relevant member state;
- 4.13 in the case of any Shares acquired by an investor as a financial intermediary as that term is used in Article 3(2) of the Prospectus Directive: (i) the Shares acquired by it in the Initial Placing or any Subsequent Placings have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any relevant member state other than qualified investors, as that term is defined in the Prospectus Directive, or in circumstances in which the prior consent of Winterflood Securities has been given to the offer or resale; or (ii) where Shares have been acquired by it on behalf of persons in any relevant member state other than qualified investors, the offer of those Shares to it is not treated under the Prospectus Directive as having been made to such persons;
- 4.14 if it is outside the United Kingdom, neither this document nor any other offering, marketing or other material in connection with the Initial Placing or any Subsequent Placing (for the purposes of this Part 8, each a **"Placing Document"**) constitutes an invitation, offer or promotion to, or arrangement with, it or any person whom it is procuring to subscribe for Shares pursuant to the Initial Placing or any Subsequent Placing unless, in the relevant territory, such offer, invitation or other course of conduct could lawfully be made to it or such person

- and such documents or materials could lawfully be provided to it or such person and Shares could lawfully be distributed to and subscribed and held by it or such person without compliance with any unfulfilled approval, registration or other regulatory or legal requirements;
- 4.15 it does not have a registered address in, and is not a citizen, resident or national of a Restricted Jurisdiction or any jurisdiction in which it is unlawful to make or accept an offer of the Shares and it is not acting on a non-discretionary basis for any such person;
- 4.16 if the investor is a natural person, such investor is not under the age of majority (18 years of age in the United Kingdom) on the date of such investor's agreement to subscribe for Shares under the Initial Placing or relevant Subsequent Placing;
- 4.17 it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) relating to the Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person and you acknowledge and agree that no Placing Document is being issued by Winterflood Securities in its capacity as an authorised person under section 21 of FSMA and such documents may not therefore be subject to the controls which would apply if they were made or approved a financial promotion by an authorised person;
- 4.18 it is aware of and acknowledges that it is required to comply with all applicable provisions of FSMA with respect to anything done by it in relation to the Shares in, from or otherwise involving, the United Kingdom;
- 4.19 it is aware of the provisions of the Criminal Justice Act 1993 regarding insider dealing and the Proceeds of Crime Act 2002 and confirms that it has and will continue to comply with any obligations imposed by such statutes;
- 4.20 unless it is otherwise expressly agreed with the Company and Winterflood Securities in the terms of any particular placing, it has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this document or any other Placing Document to any persons within the United States or to any U.S. Persons, nor will it do any of the foregoing;
- 4.21 it represents, acknowledges and agrees to the representations, warranties and agreements as set out under the heading "United States Purchase and Transfer Restrictions" in paragraph 5 below;
- 4.22 no action has been taken or will be taken in any jurisdiction other than the United Kingdom that would permit a public offering of the Shares or possession of the Prospectus (and any supplementary prospectus issued by the Company), in any country or jurisdiction where action for that purpose is required;
- 4.23 it acknowledges that neither Winterflood Securities nor any of its respective affiliates nor any person acting on its or their behalf is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Initial Placing or any Subsequent Placing or providing any advice in relation to the Initial Placing or any Subsequent Placing and participation in the Initial Placing or any Subsequent Placing is on the basis that it is not and will not be a client of Winterflood Securities and that Winterflood Securities does not have any duties or responsibilities to it for providing protection afforded to their respective clients or for providing advice in relation to the Initial Placing or any Subsequent Placing (as applicable);
- 4.24 that, save in the event of fraud on the part of Winterflood Securities, none of Winterflood Securities, its ultimate holding companies nor any direct or indirect subsidiary undertakings of such holding companies, nor any of their respective directors, members, partners, officers and employees, shall be responsible or liable to a Placee or any of its clients for any matter arising out of Winterflood Securities' role as sponsor, financial adviser and bookrunner or otherwise in connection with the Initial Placing or any Subsequent Placing and that where any such responsibility or liability nevertheless arises as a matter of law the Placee and, if relevant, its clients, will immediately waive any claim against any of such persons which the Placee or any of its clients may have in respect thereof;



- 4.25 it acknowledges that where it is subscribing for Shares for one or more managed, discretionary or advisory accounts, it is authorised in writing for each such account: (i) to subscribe for the Shares for each such account; (ii) to make on each such account's behalf the representations, warranties and agreements set out in this document; and (iii) to receive on behalf of each such account any documentation relating to the Initial Placing or any Subsequent Placing (as applicable) in the form provided by the Company and/or Winterflood Securities. It agrees that the provision of this paragraph shall survive any resale of the Shares by or on behalf of any such account;
- 4.26 it irrevocably appoints any Director and any director of Winterflood Securities to be its agent and on its behalf (without any obligation or duty to do so), to sign, execute and deliver any documents and do all acts, matters and things as may be necessary for, or incidental to, its subscription for all or any of the Shares for which it has given a commitment under the Initial Placing or any Subsequent Placing (as applicable), in the event of its own failure to do so;
- 4.27 it accepts that if the Initial Placing or any Subsequent Placing does not proceed or the relevant conditions to the Placing and Offer Agreement are not satisfied as regards the relevant placing or the Shares for which valid application are received and accepted are not admitted to trading on the Main Market of the London Stock Exchange for any reason whatsoever, then none of Winterflood Securities or the Company or the Portfolio Manager, nor persons controlling, controlled by or under common control with any of them nor any of their respective employees, agents, officers, members, stockholders, partners or representatives, shall have any liability whatsoever to it or any other person;
- 4.28 in connection with its participation in the Initial Placing or any Subsequent Placing (as applicable) it has observed all relevant legislation and regulations, in particular (but without limitation) those relating to money laundering and that its application is only made on the basis that it accepts full responsibility for any requirement to verify the identity of its clients and other persons in respect of whom it has applied. In addition, it warrants that it is a person: (i) subject to the The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (SI 2017 No. 692) in force in the United Kingdom; or (ii) subject to the Money Laundering Directive (2015/849/EC of the European Parliament and of the EC Council of 20 May 2015 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing); or (iii) acting in the course of a business in relation to which an overseas regulatory authority exercises regulatory functions and is based or incorporated in, or formed under the law of, a country in which there are in force provisions at least equivalent to those required by the Money Laundering Directive;
- 4.29 it acknowledges that due to anti-money laundering requirements, Winterflood Securities, the Administrator, the Registrar and the Company may require proof of identity and verification of the source of the payment before the application can be processed and that, in the event of delay or failure by the applicant to produce any information required for verification purposes, Winterflood Securities and the Company may refuse to accept the application and the subscription monies relating thereto. It holds harmless and will indemnify Winterflood Securities and the Company against any liability, loss or cost ensuing due to the failure to process such application, if such information as has been requested has not been provided by it in a timely manner;
- 4.30 that it is aware of, has complied with and will at all times comply with its obligations in connection with money laundering under the Proceeds of Crime Act 2002;
- 4.31 Winterflood Securities and the Company are entitled to exercise any of their rights under the Placing and Offer Agreement or any other right in their absolute discretion without any liability whatsoever to it;
- 4.32 the representations, undertakings and warranties contained in this document are irrevocable. It acknowledges that Winterflood Securities and the Company and their respective affiliates will rely upon the truth and accuracy of the foregoing representations and warranties and it agrees that if any of the representations or warranties made or deemed to have been made by its



subscription of Shares are no longer accurate, it shall promptly notify Winterflood Securities and the Company;

- 4.33 where it or any person acting on behalf of it is dealing with Winterflood Securities, any money held in an account with Winterflood Securities on behalf of it and/or any person acting on behalf of it will not be treated as client money within the meaning of the relevant rules and regulations of the FCA which therefore will not require Winterflood Securities to segregate such money, as that money will be held by Winterflood Securities under a banking relationship and not as trustee;
- 4.34 any of its clients, whether or not identified to Winterflood Securities, will remain its sole responsibility and will not become clients of Winterflood Securities for the purposes of the rules of the FCA or for the purposes of any other statutory or regulatory provision;
- 4.35 it accepts that the allocation of Shares shall be determined by Winterflood Securities, in its absolute discretion (following consultation with the Company and the Portfolio Manager) and that it may scale down any Initial Placing or any Subsequent Placing commitments for this purpose on such basis as it may determine;
- 4.36 time shall be of the essence as regards its obligations to settle payment for the Shares and to comply with its other obligations under the Initial Placing or any Subsequent Placing (as applicable);
- 4.37 it authorises Winterflood Securities to deduct from the total amount subscribed under the Initial Placing or any Subsequent Placing (as applicable) the aggregation commission (if any) payable on the number of Shares allocated under the Initial Placing or relevant Subsequent Placing;
- 4.38 in the event that a supplementary prospectus is required to be produced pursuant to section 87G FSMA and in the event that it chooses to exercise any right of withdrawal pursuant to section 87(Q)(4) FSMA, such Placee will immediately re-subscribe for the Shares previously comprising its placing commitment;
- 4.39 the commitment to subscribe for Shares on the terms set out in these terms and conditions will continue notwithstanding any amendment that may in the future be made to the terms of the Initial Placing or to any Subsequent Placing and that it will have no right to be consulted or require that its consent be obtained with respect to the Company's conduct of the Initial Placing or any Subsequent Placing;
- 4.40 it is capable of being categorised as a person who is a "professional client" or an "eligible counterparty" within the meaning of Chapter 3 of the FCA's Conduct of Business Sourcebook; and
- 4.41 if it is acting as a "distributor" (for the purposes of the MiFID II Product Governance Requirements):
  - 4.41.1 it acknowledges that the Target Market Assessment undertaken by the Portfolio Manager and Winterflood does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Shares, and each distributor is responsible for undertaking its own target market assessment in respect of the Shares and determining appropriate distribution channels;
  - 4.41.2 notwithstanding any Target Market Assessment undertaken by the Portfolio Manager and Winterflood, it confirms that it has satisfied itself as to the appropriate knowledge, experience, financial situation, risk tolerance and objectives and needs of the investors to whom it plans to distribute the Shares and that it has considered the compatibility of the risk/reward profile of such Shares with the end target market; and
  - 4.41.3 it acknowledges that the price of the Shares may decline and investors could lose all or part of their investment; the Shares offer no guaranteed income and no capital

protection; and an investment in the Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom.

## 5. UNITED STATES PURCHASE AND TRANSFER RESTRICTIONS

Unless it is otherwise expressly agreed with the Company and Winterflood Securities in the terms of any particular placing, by participating in the Initial Placing or any Subsequent Placing, each Placee acknowledges and agrees that it will (for itself and any person(s) procured by it to subscribe for Shares and any nominee(s) for any such person(s)) be further deemed to represent and warrant to each of the Company, Winterflood Securities, the Portfolio Manager and the Registrar that:

- 5.1 it is not a U.S. Person, is not located within the United States, is acquiring the Shares in an offshore transaction meeting the requirements of Regulation S and is not acquiring the Shares for the account or benefit of a U.S. Person;
- 5.2 it acknowledges that the Shares have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and, subject to certain exceptions, may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons absent registration or an exemption from registration under the U.S. Securities Act;
- 5.3 it acknowledges that the Company has not registered under the U.S. Investment Company Act and that the Company has put in place restrictions for transactions not involving any public offering in the United States, and to ensure that the Company is not and will not be required to register under the U.S. Investment Company Act;
- 5.4 unless the Company expressly consents in writing otherwise, no portion of the assets used to purchase, and no portion of the assets used to hold, the Shares or any beneficial interest therein constitutes or will constitute the assets of: (i) an “employee benefit plan” as defined in Section 3(3) of ERISA that is subject to Part 4 of subtitle B of fiduciary responsibility or prohibited transaction Title I of ERISA; (ii) a “plan” as defined in Section 4975 of the U.S. Code, including an individual retirement account, that is subject to Section 4975 of the U.S. Code; or (iii) an entity whose underlying assets include the assets of any such “employee benefit plan” or “plans” by reason of ERISA or the Plan Assets Regulation, or otherwise (including certain insurance company general accounts) for the purposes of Section 4.6 of ERISA or Section 4975 of the U.S. Code. In addition, if an investor is a governmental, church, non-U.S. or other employee benefit plan that is subject to any federal, state, local or non-U.S. law that is substantially similar to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or Section 4975 of the U.S. Code, its purchase, holding, and disposition of the Shares must not constitute or result in a non-exempt violation of any such substantially similar law;
- 5.5 that if any Shares offered and sold pursuant to Regulation S are issued in certificated form, then such certificates evidencing ownership will contain a legend substantially to the following effect unless otherwise determined by the Company in accordance with applicable law:

“ODYSSEAN INVESTMENT TRUST PLC (THE “**COMPANY**”) HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE “**INVESTMENT COMPANY ACT**”). IN ADDITION, THE SECURITIES OF THE COMPANY REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. ACCORDINGLY, THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED, EXERCISED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE SECURITIES ACT OR AN EXEMPTION THEREFROM AND UNDER CIRCUMSTANCES WHICH WILL NOT REQUIRE THE COMPANY TO REGISTER UNDER THE

INVESTMENT COMPANY ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS. FURTHER, NO PURCHASE, SALE OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY BE MADE UNLESS SUCH PURCHASE, SALE OR TRANSFER WILL NOT RESULT IN THE ASSETS OF THE COMPANY CONSTITUTING "PLAN ASSETS" WITHIN THE MEANING OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA") OR THE PLAN ASSETS REGULATION;"

- 5.6 if in the future the investor decides to offer, sell, transfer, assign or otherwise dispose of the Shares, it will do so only in compliance with an exemption from the registration requirements of the U.S. Securities Act and under circumstances which: (a) will not require the Company to register under the U.S. Investment Company Act; (b) will not require the Portfolio Manager to register under the U.S. Advisers Act or the U.S. Exchange Act or carry other state or federal U.S. Laws; and (c) will not result in the assets of the Company constituting "plan assets" within the meaning of ERISA or the Plan Assets Regulation;
- 5.7 it is purchasing the Shares for its own account or for one or more investment accounts for which it is acting as a fiduciary or agent, in each case for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the Shares in any manner that would violate the U.S. Securities Act, the U.S. Investment Company Act or any other applicable securities laws;
- 5.8 it acknowledges that the Company reserves the right to make inquiries of any holder of the Shares or interests therein at any time as to such person's status under the U.S. federal securities laws and to require any such person that has not satisfied the Company that the holding of Shares by such person will not violate or require registration under the U.S. securities laws to transfer such Shares or interests in accordance with the Articles;
- 5.9 it is entitled to acquire the Shares under the laws of all relevant jurisdictions which apply to it, it has fully observed all such laws and obtained all governmental and other consents which may be required thereunder and complied with all necessary formalities and it has paid all issue, transfer or other taxes due in connection with its acceptance in any jurisdiction of the Shares and that it has not taken any action, or omitted to take any action, which may result in the Company, Winterflood Securities, the Portfolio Manager or their respective directors, officers, agents, employees and advisers being in breach of the laws of any jurisdiction in connection with its acceptance of participation in the Initial Placing and/or any Subsequent Placing (as applicable);
- 5.10 it has received, carefully read and understands this document, and has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this document or any other presentation or offering materials concerning the Shares to or within the United States or to any U.S. Persons, nor will it do any of the foregoing; and
- 5.11 if it is acquiring any Shares as a fiduciary or agent for one or more accounts, it has sole investment discretion with respect to each such account and full power and authority to make such foregoing representations, warranties, acknowledgements and agreements on behalf of each such account.

The Company, Winterflood Securities, the Portfolio Manager and their respective directors, officers, agents, employees, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements. If any of the representations, warranties, acknowledgments or agreements made by the investor are no longer accurate or have not been complied with, the investor must immediately notify the Company.

## **6. SUPPLY OF INFORMATION**

If Winterflood Securities, the Registrar or the Company or any of their agents request any information about a Placee's agreement to subscribe for Shares under the Initial Placing or any Subsequent Placing, such Placee must promptly disclose it to them.

## 7. DATA PROTECTION

Each Placee acknowledges that it has been informed that, pursuant to applicable data protection legislation the Company and/or the Registrar and/or the Administrator holds personal data relating to past and present Shareholders. Personal data may be retained on record for a period exceeding six years after which it is no longer used (subject always to any limitations on retention periods set out in the applicable data protection legislation). The Registrar and the Administrator will process such personal data at all times in compliance with applicable data protection legislation and shall only process such information for the purposes set out below (collectively, the “**Purposes**”), being to:

- (a) process its personal data to the extent and in such manner as is necessary for the performance of their obligations under their respective service contracts, including as required by or in connection with its holding of Shares, including processing personal data in connection with credit and money laundering checks on it;
- (b) communicate with it as necessary in connection with its affairs and generally in connection with its holding of Shares;
- (c) process its personal data for the Registrar’s and/or the Administrator’s internal administration; and
- (d) to comply with the legal and regulatory obligations of the Company, the Administrator and/or the Registrar.

In order to meet the Purposes, it will be necessary for the Company, the Registrar and/or the Administrator to provide personal data to:

- (a) third parties located either within, or outside of the EEA, if necessary for the Registrar and/or the Administrator to perform their functions, or when it is within their legitimate interests, and in particular in connection with the holding of Shares; or
- (b) their affiliates, the Company or the Portfolio Manager and their respective associates, some of which are located outside of the EEA.

Any sharing of personal data between parties will be carried out in compliance with applicable data protection legislation and provided that such safeguards are in place.

Insofar as a data protection notice is required to be given to any data subjects, who comprise the personal data being processed, under applicable data protection legislation the Company and/or the Registrar and/or the Administrator (as applicable) shall provide such data protection notice as required under applicable data protection legislation.

By becoming registered as a holder of Shares a person becomes a data subject (as defined under applicable data protection legislation). In providing the Registrar and the Administrator with information, the Placee hereby represents and warrants to the Company, the Registrar and the Administrator that: (i) it has notified any data subject of the Purposes for which personal data will be used and by which parties it will be used and it has provided a copy of any data protection notice which has been provided by the Company and/or the Registrar and/or the Administrator; and (ii) where consent is legally competent and/or required under applicable data protection legislation the Placee has obtained the consent of any data subject to the Company and Registrar and the Administrator, and their respective affiliates and group companies, holding and using their personal data for the Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Purposes set out above in this paragraph 7).

Each Placee acknowledges that by submitting personal data to the Administrator and/or the Registrar (acting for and on behalf of the Company) where: (a) the Placee is a natural person; or (b) where the Placee is not a natural person, he/she/it (as the case may be) represents and warrants that he/she/it (as applicable):

- (a) has read and understood the terms of the Company’s Privacy Notice which will be available for consultation on the Company’s website [www.oitplc.com](http://www.oitplc.com) following the implementation of EU Regulation 2016/679 after 25 May 2018; and/or
- (b) has brought the Company’s Privacy Notice to the attention of any underlying data subjects on whose behalf or account the Placee may act or whose personal data will be disclosed to the

Company as a result of the Placee agreeing to subscribe for Shares under the Initial Placing and/or the Placing Programme; and

- (c) the Placee has complied in all other respects with all applicable data protection legislation in respect of disclosure and provision of personal data to the Company.

Where the Placee acts for or on account of an underlying data subject, he/she/it shall, in respect of the personal data it processes in relation to or arising in relation to the Initial Placing and/or the Placing Programme:

- (a) comply with all applicable data protection legislation;
- (b) take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to the personal data;
- (c) if required, agree with the Company, the Administrator and the Registrar, the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and
- (d) immediately on demand, fully indemnify the Company, the Administrator and the Registrar and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company, the Administrator and/or Registrar in connection with any failure by the Placee to comply with the provisions set out above

## **8. MISCELLANEOUS**

- 8.1 The rights and remedies of the Company, Winterflood Securities, the Portfolio Manager and the Registrar under these terms and conditions are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.
- 8.2 On application, if a Placee is an individual, that Placee may be asked to disclose in writing or orally, his nationality. If a Placee is a discretionary fund manager, that Placee may be asked to disclose in writing or orally the jurisdiction in which its funds are managed or owned. All documents provided in connection with the Initial Placing or any Subsequent Placings will be sent at the Placee's risk. They may be returned by post to such Placee at the address notified by such Placee.
- 8.3 Each Placee agrees to be bound by the Articles once the Shares, which the Placee has agreed to subscribe for pursuant to the Initial Placing or any Subsequent Placing, have been acquired by the Placee. The contract to subscribe for Shares under the Initial Placing or any Subsequent Placing (as applicable) and the appointments and authorities mentioned in this document and all disputes and claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of Winterflood Securities, the Company and the Registrar, each Placee irrevocably submits to the jurisdiction of the courts of England and Wales and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum. This does not prevent an action being taken against the Placee in any other jurisdiction.
- 8.4 In the case of a joint agreement to subscribe for Shares under the Initial Placing or any Subsequent Placing, references to a Placee in these terms and conditions are to each of the Placees who are a party to that joint agreement and their liability is joint and several.
- 8.5 Winterflood Securities and the Company expressly reserve the right to modify the Initial Placing or any Subsequent Placing (including, without limitation, their timetable and settlement) at any time before allocations are determined. The Initial Placing and each Subsequent Placing is subject to the satisfaction of the conditions contained in the Placing and Offer Agreement and the Placing and Offer Agreement not having been terminated. Further details of the terms of the Placing and Offer Agreement are contained in paragraph 6.1 of Part 6 of this document.



## PART 9

# TERMS AND CONDITIONS OF APPLICATION UNDER THE OFFER FOR SUBSCRIPTION

### 1. INTRODUCTION

Ordinary Shares are available under the Offer for Subscription at a price of 100 pence per Ordinary Share.

Applications must be made on the Application Form attached at the end of this document or otherwise published by the Company.

If you wish your Ordinary Shares to be issued in certificated form, in addition to completing and returning the Application Form to Equiniti Limited, Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA, you will also need to complete and return a tax residency self-certification form (“**CRS Form**”). The CRS Form will be sent to investors with the investor’s share certificate. Further copies of this form and the relevant form for joint holdings or corporate entity holdings can be requested from Equiniti Limited on 0371 384 2050 (or from outside the United Kingdom on +44 121 415 0259). Calls are charged at the standard geographic rate and will vary by provider. Calls outside of the United Kingdom will be charged at the applicable international rate. The helpline is open between 8.30 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Equiniti Limited cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

### 2. EFFECT OF APPLICATION

Applications under the Offer for Subscription must be for Ordinary Shares with a minimum subscription amount of £1,000. Multiple applications will be accepted.

### 3. OFFER TO ACQUIRE ORDINARY SHARES

By completing and delivering an Application Form, you, as the applicant, and, if you sign the Application Form on behalf of another person or a corporation, that person or corporation:

- 3.1 offer to subscribe for such number of Ordinary Shares at 100 pence per Ordinary Share as may be purchased by the subscription amount specified in Box 1 on your Application Form (being a minimum of 1,000 Ordinary Shares); or such smaller number for which such application is accepted, on the terms, and subject to the conditions, set out in this document, including these Terms and Conditions of Application and the Articles;
- 3.2 agree that, in consideration of the Company agreeing that it will not, prior to the date of Initial Admission, offer for subscription any Ordinary Shares to any person other than by means of the procedures referred to in this document, your application may not be revoked (subject to any legal right to withdraw your application which arises as a result of the publication of a supplementary prospectus) and that this paragraph shall constitute a collateral contract between you and the Company which will become binding upon despatch by post to or, in the case of delivery by hand, on receipt by, the Receiving Agent of your Application Form;
- 3.3 undertake to pay the subscription amount specified in Box 1 on your Application Form in full on application and warrant that the remittance accompanying your Application Form will be honoured on first presentation and agree that if such remittance is not so honoured you will not be entitled to receive a share certificate for the Ordinary Shares applied for in certificated form or be entitled to commence dealing in Ordinary Shares applied for in uncertificated form or to enjoy or receive any rights in respect of such Ordinary Shares unless and until you make payment in cleared funds for such Ordinary Shares and such payment is accepted by the Receiving Agent (which acceptance shall be in its absolute discretion and on the basis that you indemnify the Receiving Agent, the Company and Winterflood Securities against all costs, damages, losses, expenses and liabilities arising out of, or in connection with, the failure of your remittance to be honoured on first presentation) and the Company may (without prejudice



to any other rights it may have) avoid the agreement to allot the Ordinary Shares and may allot them to some other person, in which case you will not be entitled to any refund or payment in respect thereof (other than the refund by way of a cheque drawn on a branch of a UK clearing bank to the bank account name from which they were received at your risk or direct to the account of the bank or building society on which the relevant cheque or banker's draft was drawn, for an amount equal to the proceeds of the remittance which accompanied your Application Form, without interest);

- 3.4 agree, that where on your Application Form a request is made for Ordinary Shares to be deposited into a CREST account (a **"CREST Account"**): (i) the Receiving Agent may in its absolute discretion amend the Application Form so that such Ordinary Shares may be issued in certificated form registered in the name(s) of the holder(s) specified in your Application Form (and recognise that the Receiving Agent will so amend the form if there is any delay in satisfying the identity of the applicant or the owner of the CREST Account or in receiving your remittance in cleared funds); and (ii) the Receiving Agent, the Company or Winterflood Securities may authorise your financial adviser or whoever he or she may direct to send a document of title for, or credit your CREST Account in respect of, the number of Ordinary Shares for which your application is accepted, and/or a crossed cheque for any monies returnable, by post at your risk to your address set out on your Application Form;
- 3.5 agree, in respect of applications for Ordinary Shares in certificated form (or where the Receiving Agent exercises its discretion pursuant to paragraph 3.4 above to issue Ordinary Shares in certificated form), that any share certificate to which you or, in the case of joint applicants, any of the persons specified by you in your Application Form may become entitled or pursuant to paragraph 3.4 above (and any monies returnable to you) may be retained by the Receiving Agent:
- (a) pending clearance of your remittance;
  - (b) pending investigation of any suspected breach of the warranties contained in paragraphs 7.2, 7.6, 7.13, 7.14 or 7.15 below or any other suspected breach of these Terms and Conditions of Application; or
  - (c) pending any verification of identity which is, or which the Receiving Agent considers may be, required for the purpose of the UK Money Laundering Regulations and any other regulations applicable thereto,

and any interest accruing on such retained monies shall accrue to and for the benefit of the Company;

- 3.6 agree, on the request of the Receiving Agent to disclose promptly in writing to them such information as the Receiving Agent may request in connection with your application and authorise the Receiving Agent to disclose any information relating to your application which they may consider appropriate;
- 3.7 agree that if evidence of identity satisfactory to the Receiving Agent is not provided to the Receiving Agent within a reasonable time (in the opinion of the Receiving Agent) following a request therefor, the Receiving Agent or the Company may terminate the agreement with you to allot Ordinary Shares and, in such case, the Ordinary Shares which would otherwise have been allotted to you may be re-allotted or sold to some other party and the lesser of your application monies or such proceeds of sale (as the case may be, with the proceeds of any gain derived from a sale accruing to the Company) will be returned by a cheque drawn on a branch of a UK clearing bank to the bank account name from which they were first received, at your risk and without interest of any proceeds of the payment accompanying the application at your risk or direct to the bank account of the bank or building society on which the relevant cheque or banker's draft was drawn;
- 3.8 agree that you are not applying on behalf of a person engaged in money laundering;
- 3.9 undertake to ensure that, in the case of an application signed by someone else on your behalf, the original of the relevant power of attorney (or a complete copy certified by a solicitor or

notary) is enclosed with your Application Form together with full identity documents for the person so signing;

- 3.10 undertake to pay interest at the rate described in paragraph 4 below if the remittance accompanying your Application Form is not honoured on first presentation;
- 3.11 authorise the Receiving Agent to procure that there be sent to you definitive certificates in respect of the number of Ordinary Shares for which your application is accepted or if you have completed section 2B on your Application Form, but subject to paragraph 3.4 above, to deliver the number of Ordinary Shares for which your application is accepted into CREST, and/or to return any monies returnable without payment of interest (at the applicant's risk) either as a cheque by first class post to the address completed in Section 2A on the Application Form or to the agent whose name is completed in Section 5 on your Application Form or return funds direct to the account of the bank or building society on which the relevant cheque or banker's draft was drawn;
- 3.12 confirm that you have read and complied with paragraph 9 below;
- 3.13 agree that all subscription cheques and payments will be processed through a bank account (the **"Acceptance Account"**) in the name of Equiniti Limited RE: Odyssean Investment Trust PLC – OFS Application opened by the Receiving Agent;
- 3.14 agree that your Application Form is addressed to the Company and the Receiving Agent;
- 3.15 agree that your application must be for a whole number of Ordinary Shares and the number of Ordinary Shares issued to you will be rounded down to the nearest whole number;
- 3.16 acknowledge that the offer to the public of Ordinary Shares is being made only in the United Kingdom and represent that you are a United Kingdom resident (unless you are able to provide such evidence as the Company may, in its absolute discretion, require that you are entitled to apply for Ordinary Shares); and
- 3.17 agree that any application may be rejected in whole or in part at the sole discretion of the Company.

#### **4. ACCEPTANCE OF YOUR OFFER**

The Receiving Agent may, on behalf of the Company, accept your offer to subscribe (if your application is received, valid (or treated as valid), processed and not rejected) by notifying the UK Listing Authority through a Regulatory Information Service of the basis of allocation (in which case the acceptance will be on that basis).

The basis of allocation will be determined by Winterflood Securities in consultation with the Company. The right is reserved notwithstanding the basis as so determined to reject in whole or in part and/or scale back any application. The right is reserved to treat as valid any application not complying fully with these Terms and Conditions of Application or not in all respects completed or delivered in accordance with the instructions accompanying the Application Form. In particular, but without limitation, the Company may accept an application made otherwise than by completion of an Application Form where you have agreed with the Company in some other manner to apply in accordance with these Terms and Conditions of Application.

The Receiving Agent will present all cheques and banker's drafts for payment on receipt and will retain documents of title and surplus monies pending clearance of successful applicants' payments.

The Receiving Agent may, as agent of the Company, require you to pay interest or its other resulting costs (or both) if the payment accompanying your application is not honoured on first presentation. If you are required to pay interest you will be obliged to pay the amount determined by the Receiving Agent to be the interest on the amount of the payment from the date on which all payments in cleared funds are due to be received until the date of receipt of cleared funds. The rate of interest will be the then published bank base rate of a clearing bank selected by the Receiving Agent plus 4 per cent. per annum. The right is also reserved to reject in whole or in part, or to scale down or limit, any application.

Except as provided below, payments may be made by cheque or banker's draft in pounds sterling drawn on a branch in the United Kingdom of a bank or building society that is either a member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or that has arranged for its cheques or bankers' drafts to be cleared through the facilities provided for members of either of those companies. Such cheques or bankers' drafts must bear the appropriate sort code in the top right hand corner. Cheques, which must be drawn on the personal account of an individual Applicant where they have sole or joint title to the funds, should be made payable to Equiniti Limited RE: Odyssean Investment Trust PLC – OFS Application. Third party cheques may not be accepted with the exception of building society cheques or bankers' drafts where the building society or bank has confirmed the name of the account holder by stamping/endorsing the cheque or banker's draft to that effect or have provided a supporting letter confirming the source of funds. The account name should be the same as that shown on the Application Form.

For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by no later than 1.00 p.m. on 24 April 2018. Applicants wishing to make a CHAPS payment should contact Equiniti Corporate Actions by email at [offer@equiniti.com](mailto:offer@equiniti.com). Applicants will be provided with the relevant bank account details, together with a unique reference number which must be used when making payment.

Applicants choosing to settle via CREST, that is DVP, will need to input their instructions to Equiniti Limited's Participant Account 5RA92, Member Account RA278901 by no later than 1.00 p.m. on 30 April 2018, allowing for the delivery and acceptance of the Ordinary Shares to be made against payment of the Issue Price per Ordinary Share at 8.00 a.m. on 1 May 2018, following the CREST matching criteria set out in the Application Form.

## **5. CONDITIONS**

The contracts created by the acceptance of applications (in whole or in part) under the Offer for Subscription will be conditional upon:

- (a) Initial Admission occurring by 8.00 a.m. (London time) on 1 May 2018 or such later time or date as the Company and Winterflood Securities may agree (being not later than 8.00 a.m. on 30 June 2018);
- (b) the Placing and Offer Agreement becoming otherwise unconditional in all respects, and not being terminated in accordance with its terms before Initial Admission; and
- (c) the Minimum Gross Proceeds being raised.

You will not be entitled to exercise any remedy of rescission for innocent misrepresentation (including pre-contractual representations) at any time after acceptance. This does not affect any other right you may have.

## **6. RETURN OF APPLICATION MONIES**

Where application monies have been banked and/or received, if any application is not accepted in whole, or is accepted in part only, or if any contract created by acceptance does not become unconditional, the application monies or, as the case may be, the balance of the amount paid on application will be returned without interest (at the applicants' risk) either by first class post as a cheque to the address set out on the Application Form or returned direct to the account of the bank or building society on which the relevant cheque or banker's draft was drawn. In the meantime, application monies will be retained by the Receiving Agent in a separate account.

## **7. WARRANTIES**

By completing an Application Form, you:

- 7.1 undertake and warrant that, if you sign the Application Form on behalf of somebody else or on behalf of a corporation, you have due authority to do so on behalf of that other person and that such other person will be bound accordingly and will be deemed also to have given the confirmations, warranties and undertakings contained in these Terms and Conditions of

Application and undertake to enclose your power of attorney or other authority or a complete copy thereof duly certified by a solicitor or notary;

- 7.2 warrant, if the laws of any territory or jurisdiction outside the UK are applicable to your application, that you have complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with your application in any territory and that you have not taken any action or omitted to take any action which will result in the Company, Winterflood Securities or the Receiving Agent or any of their respective officers, agents or employees acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside of the UK in connection with the Offer for Subscription in respect of your application;
- 7.3 confirm that (save for advice received from your financial adviser (if any)) in making an application you are not relying on any information or representations in relation to the Company other than those contained in this document (on the basis of which alone your application is made) and accordingly you agree that no person responsible solely or jointly for this document or any part thereof shall have any liability for any such other information or representation;
- 7.4 agree that, having had the opportunity to read this document and the Key Information Document each in its entirety, you shall be deemed to have had notice of all information and representations contained in this document and the Key Information Document;
- 7.5 acknowledge that no person is authorised in connection with the Offer for Subscription to give any information or make any representation other than as contained in this document and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, the Portfolio Manager, Winterflood Securities or the Receiving Agent;
- 7.6 warrant that you are not under the age of 18 on the date of your application;
- 7.7 agree that all documents and monies sent by post to, by, from or on behalf of the Company or the Receiving Agent, will be sent at your risk and, in the case of documents and returned application cheques and payments to be sent to you, may be sent to you at your address (or, in the case of joint holders, the address of the first named holder) as set out in your Application Form;
- 7.8 confirm that you have reviewed the restrictions contained in paragraph 9 below and warrant that you (and any person on whose behalf you apply) comply with the provisions therein;
- 7.9 agree that, in respect of those Ordinary Shares for which your Application Form has been received and processed and not rejected, acceptance of your Application Form shall be constituted by the Company instructing the Registrar to enter your name on the Register;
- 7.10 agree that all applications, acceptances of applications and contracts resulting therefrom under the Offer for Subscription shall be governed by and construed in accordance with the laws of England and Wales and that you submit to the jurisdiction of the English Courts and agree that nothing shall limit the right of the Company to bring any action, suit or proceedings arising out of or in connection with any such applications, acceptances of applications and contracts in any other manner permitted by law or in any court of competent jurisdiction;
- 7.11 irrevocably authorise the Company, Winterflood Securities or the Receiving Agent or any other person authorised by any of them, as your agent, to do all things necessary to effect registration of any Ordinary Shares subscribed by or issued to you into your name and authorise any representatives of the Company and/or Winterflood Securities and/or the Receiving Agent to execute any documents required therefor and to enter your name on the Register;
- 7.12 agree to provide the Company with any information which it, Winterflood Securities or the Receiving Agent may request in connection with your application or to comply with any other relevant legislation (as the same may be amended from time-to-time) including, without

limitation, satisfactory evidence of identity to ensure compliance with the UK Money Laundering Regulations;

- 7.13 warrant that, in connection with your application, you have observed the laws of all requisite territories, obtained any requisite governmental or other consents, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with your application in any territory and that you have not taken any action which will or may result in the Company, the Portfolio Manager, Winterflood Securities or the Receiving Agent acting in breach of the regulatory or legal requirements of any territory in connection with the Offer for Subscription or your application;
- 7.14 represent and warrant to the Company that: (i) you are not a U.S. Person, are not located within the United States and are not acquiring the Ordinary Shares for the account or benefit of a U.S. Person; (ii) you are acquiring the Ordinary Shares in an offshore transaction meeting the requirements of Regulation S; (iii) you understand and acknowledge that the Ordinary Shares have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, resold, transferred, delivered or distributed, directly or indirectly, into or within the United States or to, or for the account or benefit of, U.S. Persons; and (iv) you understand and acknowledge that the Company has not registered and will not register as an investment company under the U.S. Investment Company Act;
- 7.15 represent and warrant to the Company that if in the future you decide to offer, sell, transfer, assign or otherwise dispose of the Ordinary Shares, you will do so only: (i) in an offshore transaction complying with the provisions of Regulation S under the U.S. Securities Act to a person outside the United States and not known by the transferor to be a U.S. Person, by pre-arrangement or otherwise; or (ii) to the Company or a subsidiary thereof. You understand and acknowledge that any sale, transfer, assignment, pledge or other disposal made other than in compliance with the above stated restrictions will be subject to the compulsory transfer provisions as provided in the Articles;
- 7.16 agree that Winterflood Securities and the Receiving Agent are acting for the Company in connection with the Offer for Subscription and for no-one else and that they will not treat you as their customer by virtue of such application being accepted or owe you any duties or responsibilities concerning the price of the Ordinary Shares or concerning the suitability of the Ordinary Shares for you or be responsible to you for the protections afforded to their customers;
- 7.17 warrant that you are not subscribing for the Ordinary Shares using a loan which would not have been given to you or any associate or not given to you on such favourable terms, if you had not been proposing to subscribe for the Ordinary Shares;
- 7.18 warrant that the information contained in the Application Form is true and accurate; and
- 7.19 agree that if you request that Ordinary Shares are issued to you on a date other than Initial Admission and such Ordinary Shares are not issued on such date that the Company and its agents and Directors will have no liability to you arising from the issue of such Ordinary Shares on a different date.

## **8. MONEY LAUNDERING**

You agree that, in order to ensure compliance with the UK Money Laundering Regulations, the Proceeds of Crime Act 2002 and any other applicable regulations, the Receiving Agent may at its absolute discretion undertake electronic searches for the purpose of verifying your identity (the “holder(s)”) as the applicant lodging an Application Form and further may request from you and you will assist in providing identification of:

- 8.1 the owner(s) and/or controller(s) (the “payor”) of any bank account not in the name of the holder(s) on which is drawn a payment by way of banker’s draft or cheque; or



- 8.2 where it appears to the Receiving Agent that a holder or the payor is acting on behalf of some other person or persons.

Failure to provide the necessary evidence of identity may result in your application being rejected or delays in the despatch of documents or CREST accounts being credited.

Without prejudice to the generality of this paragraph 8.2, verification of the identity of holders and payors will be required if the value of the Ordinary Shares applied for, whether in one or more applications considered to be connected, exceeds €15,000 (or the Sterling equivalent). If, in such circumstances, you use a building society cheque or banker's draft you should ensure that the bank or building society issuing the payment enters the name, address and account number of the person whose account is being debited on the reverse of the cheque or banker's draft and adds its stamp. If, in such circumstances, the person whose account is being debited is not a holder you will be required to provide for both the holder and the payor an original or a copy of that person's passport or driving licence certified by a solicitor and an original or certified copy of the following no more than three months old, a gas, electricity, water or telephone (not mobile) bill, a recent bank statement or a council tax bill, in their name and showing their current address (which originals will be returned by post at the addressees' risk) together with a signed declaration as to the relationship between the payor and you the holder.

For the purpose of the UK Money Laundering Regulations a person making an application for Ordinary Shares will not be considered as forming a business relationship with the Company or the Receiving Agent but will be considered as effecting a one-off transaction with either the Company or with the Receiving Agent.

The person(s) submitting an application for Ordinary Shares will ordinarily be considered to be acting as principal in the transaction unless the Receiving Agent determines otherwise, whereupon you may be required to provide the necessary evidence of identity of the underlying beneficial owner(s).

If the amount being subscribed exceeds €15,000 (or the Sterling equivalent) you should endeavour to have the declaration contained in section 5 of the Application Form signed by an appropriate firm as described in that section. If you cannot have that declaration signed and the amount being subscribed exceeds €15,000 (or the Sterling equivalent) then you must provide with the Application Form the identity documentation detailed in section 6 of the Application Form for each underlying beneficial owner.

## **9. NON-UNITED KINGDOM INVESTORS**

The Offer for Subscription is only being made in the United Kingdom. If you receive a copy of this document or an Application Form in any territory other than the United Kingdom you may not treat it as constituting an invitation or offer to you, nor should you, in any event, use an Application Form unless, in the relevant territory, such an invitation or offer could lawfully be made to you or an Application Form could lawfully be used without contravention of any registration or other legal requirements. It is your responsibility, if you are outside the UK and wish to make an application for Ordinary Shares under the Offer for Subscription, to satisfy yourself as to full observance of the laws of any relevant territory or jurisdiction in connection with your application, including obtaining any requisite governmental or other consents, observing any other formalities requiring to be observed in such territory and paying any issue, transfer or other taxes required to be paid in such territory.

None of the Ordinary Shares have been or will be registered under the laws of any member state of the EEA (other than the United Kingdom), Canada, Japan, Australia, New Zealand, the Republic of South Africa or under the U.S. Securities Act or with any securities regulatory authority of any state or other political subdivision of the United States, any member state of the EEA (other than the United Kingdom), Canada, Japan, Australia, New Zealand or the Republic of South Africa. If you subscribe for Ordinary Shares you will, unless the Company and the Receiving Agent agree otherwise in writing, be deemed to represent and warrant to the Company that you are not a U.S. Person or a resident of any member state of the EEA (other than the United Kingdom), Canada, Japan, Australia, New



Zealand, the Republic of South Africa or a corporation, partnership or other entity organised under the laws of any member state of the EEA (other than the United Kingdom), the U.S. or Canada (or any political subdivision of either) or Japan or Australia, New Zealand or the Republic of South Africa and that you are not subscribing for such Ordinary Shares for the account of any U.S. Person or resident of any member state of the EEA (other than the United Kingdom), Canada, Japan, Australia, New Zealand or the Republic of South Africa and will not offer, sell, renounce, transfer or deliver, directly or indirectly, any of the Ordinary Shares in or into any member state of the EEA (other than the United Kingdom), the United States, Canada, Japan, Australia, New Zealand or the Republic of South Africa or to any U.S. Person or person resident in Canada, any member state of the EEA (other than the United Kingdom), Japan, Australia, New Zealand or the Republic of South Africa. No application will be accepted if it shows the applicant, payor or a holder having an address other than in the United Kingdom.

## 10. DATA PROTECTION

Each applicant acknowledges that it has been informed that, pursuant to applicable data protection legislation the Company and/or the Registrar and/or the Administrator, holds personal data relating to past and present Shareholders. Personal data may be retained on record for a period exceeding six years after which it is no longer used (subject always to any limitations on retention periods set out in the applicable data protection legislation). The Registrar and the Administrator will process such personal data at all times in compliance with applicable data protection legislation and shall only process such information for the purposes set out below (collectively, the “**Purposes**”), being to:

- (a) process its personal data to the extent and in such manner as is necessary for the performance of their obligations under their respective service contracts, including as required by or in connection with its holding of Ordinary Shares, including processing personal data in connection with credit and money laundering checks on it;
- (b) communicate with it as necessary in connection with its affairs and generally in connection with its holding of Ordinary Shares;
- (c) process its personal data for the Registrar’s and/or the Administrator’s internal administration; and
- (d) to comply with the legal and regulatory obligations of the Company, the Administrator, the Registrar and/or the Receiving Agent.

In order to meet the Purposes, it will be necessary for the Company, the Registrar and/or the Administrator to provide personal data to:

- (a) third parties located either within, or outside of the EEA, if necessary for the Registrar and/or the Administrator to perform their functions, or when it is within their legitimate interests, and in particular in connection with the holding of Ordinary Shares; or
- (b) their affiliates, the Company or the Portfolio Manager and their respective associates, some of which are located outside of the EEA.

Any sharing of personal data between parties will be carried out in compliance with applicable data protection legislation and provided that such safeguards are in place.

Insofar as a data protection notice is required to be given to any data subjects, who comprise the personal data being processed, under applicable data protection legislation the Company and/or the Registrar and/or the Administrator (as applicable) shall provide such data protection notice as required under applicable data protection legislation.

By becoming registered as a holder of Ordinary Shares a person becomes a data subject (as defined under applicable data protection legislation). In providing the Registrar and the Administrator with information, the applicant hereby represents and warrants to the Company, the Registrar and the Administrator that: (i) it has notified any data subject of the Purposes for which personal data will be used and by which parties it will be used and it has provided a copy of any data protection notice which has been provided by the Company and/or the Registrar and/or the Administrator; and (ii) where consent is legally competent and/or required under applicable data protection legislation

the applicant has obtained the consent of any data subject to the Company and Registrar and the Administrator, and their respective affiliates and group companies, holding and using their personal data for the Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Purposes set out above in this paragraph 10).

Each applicant acknowledges that by submitting personal data to the Administrator, the Registrar and/or the Receiving Agent (acting for and on behalf of the Company), where: (a) the applicant is a natural person; or (b) where the applicant is not a natural person, he/she/it (as the case may be) represents and warrants that he/she/it (as applicable):

- (a) has read and understood the terms of the Privacy Notice which will be available for consultation on the Company's website [www.oitplc.com](http://www.oitplc.com) following the implementation of EU Regulation 2016/679 after 25 May 2018; and/or
- (b) has brought the Company's Privacy Notice to the attention of any underlying data subjects on whose behalf or account the applicant may act or whose personal data will be disclosed to the Company as a result of the applicant agreeing to subscribe for Ordinary Shares under the Offer for Subscription; and
- (c) the applicant has complied in all other respects with all applicable data protection legislation in respect of disclosure and provision of personal data to the Company.

Where the applicant acts for or on account of an underlying data subject, he/she/it shall, in respect of the personal data it processes in relation to or arising in relation to the Offer for Subscription:

- (a) comply with all applicable data protection legislation;
- (b) take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to the personal data;
- (c) if required, agree with the Company, the Administrator, the Registrar and the Receiving Agent the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and
- (d) immediately on demand, fully indemnify the Company, the Administrator, the Registrar and the Receiving Agent and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company, the Administrator, the Registrar and/or the Receiving Agent in connection with any failure by the applicant to comply with the provisions of the above paragraph.

## **11. MISCELLANEOUS**

To the extent permitted by law, all representations, warranties and conditions, express or implied and whether statutory or otherwise (including, without limitation, pre-contractual representations but excluding any fraudulent representations), are expressly excluded in relation to the Ordinary Shares and the Offer for Subscription.

The rights and remedies of the Company, the Portfolio Manager, Winterflood Securities and the Receiving Agent under these Terms and Conditions of Application are in addition to any rights and remedies which would otherwise be available to any of them and the exercise or partial exercise of one will not prevent the exercise of others.

The Company reserves the right to extend the closing time and/or date of the Offer for Subscription from 1.00 p.m. on 24 April 2018. In that event, the new closing time and/or date will be notified to applicants.

The Company may terminate the Offer for Subscription in its absolute discretion at any time prior to Initial Admission. If such right is exercised, the Offer for Subscription will lapse and any monies will be returned as indicated without interest.

You agree that Winterflood Securities and the Receiving Agent are acting for the Company in connection with the Issue and for no-one else, and that neither Winterflood Securities nor the Receiving Agent will treat you as its customer by virtue of such application being accepted or owe you any duties concerning the price of the Ordinary Shares or concerning the suitability of the Ordinary Shares for you or otherwise in relation to the Initial Issue or for providing the protections afforded to their customers.

Save where the context requires otherwise, terms used in these Terms and Conditions of Application bear the same meaning as where used in the document.

## NOTES ON HOW TO COMPLETE THE APPLICATION FORM

**Applications should be returned so as to be received no later than 1.00 p.m. (London time) on 24 April 2018.**

HELP DESK: If you have a query concerning completion of this Application Form please call the Receiving Agent on 0371 384 2050 (or from outside the United Kingdom on +44 121 415 0259). Calls may be recorded and randomly monitored for security and training purposes. Lines are open from 8.30 a.m. to 5.30 p.m. (London time) Monday to Friday (excluding public holidays in England and Wales). Calls to the helpline from outside the UK will be charged at the applicable international rate. The helpline cannot provide advice on the merits of the offer nor give any financial, legal or tax advice.

### **1. APPLICATION**

Fill in (in figures) in Box 1 the amount of money being subscribed for Ordinary Shares. The amount being subscribed must be a minimum of £1,000.

### **2A. HOLDER DETAILS**

Fill in (in block capitals) the full name and address of each holder. Applications may only be made by persons aged 18 or over. In the case of joint holders, the address given for the first named will be entered as the registered address for the holding on the share register and used for all future correspondence. A maximum of four joint holders is permitted. All holders named must sign the Application Form at section 3.

### **2B. CREST**

If you are paying by cheque but wish your Ordinary Shares to be deposited into a CREST Account in the name of the holders given in section 2A, enter in section 2B the details of a CREST Account which the Receiving Agent can credit. If you wish to settle via CREST, that is DVP, you should insert your CREST Participant ID, and if applicable, CREST Designation in section 4C of the Application Form.

### **3. SIGNATURE**

All holders named in section 2A must sign section 3 and insert the date. The Application Form may be signed by another person on behalf of each holder if that person is duly authorised to do so under a power of attorney. The power of attorney (or a copy duly certified by a solicitor or a bank) must be enclosed for inspection (which originals will be returned by post at the addressee's risk). A corporation should sign under the hand of a duly authorised official whose representative capacity should be stated and a copy of a notice issued by the corporation authorising such person to sign should accompany the Application Form.

### **4. SETTLEMENT**

#### **(a) Cheques/Bankers' draft**

Payments can be made by cheque or banker's draft in Sterling drawn on a branch in the United Kingdom of a bank or building society which is either a member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which has arranged for its cheques or banker's drafts to be cleared through the facilities provided for members of any of these companies. Such cheques or banker's drafts must bear the appropriate sort code in the top right hand corner. Cheques, which must be drawn on the personal account of the individual investor where they have a sole or joint title to the funds, should be made payable to Equiniti Limited RE: Odyssean Investment Trust PLC – OFS Application. Third party cheques may not be accepted with the exception of building society cheques or banker's drafts where the building society or bank has confirmed the name of the account holder by stamping and endorsing the cheque/banker's draft to such effect or have provided a supporting letter confirming the source of funds. Post-dated cheques will not be accepted.

The account name should be the same as that shown on the application.

(b) **Electronic Bank Transfers**

For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by 1.00 p.m. on 24 April 2018. Please contact Equiniti Limited by email at [offer@equiniti.com](mailto:offer@equiniti.com). Applicants will be provided with the bank account details, together with a unique reference number which must be used when making payment. The reference number must also be inserted in Section 4(b) of the Application Form. By clearly writing the Reference Number on the Application Form this will enable the Receiving Agent to link the payments.

(c) **CREST settlement**

The Company will apply for the Ordinary Shares issued pursuant to the Offer for Subscription in uncertificated form to be enabled for CREST transfer and settlement with effect from Initial Admission (the “**Settlement Date**”). Accordingly, settlement of transactions in the Ordinary Shares will normally take place within the CREST system.

The Application Form in the Appendix contains details of the information which the Receiving Agent will require from you in order to settle your application within CREST, if you so choose. If you do not provide any CREST details or if you provide insufficient CREST details for the Receiving Agent to match to your CREST account, the Receiving Agent will deliver your Ordinary Shares in certificated form provided payment has been made in terms satisfactory to the Company.

The right is reserved to issue your Ordinary Shares in certificated form should the Company, having consulted with the Receiving Agent, consider this to be necessary or desirable. This right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST or any part of CREST or on the part of the facilities and/or system operated by Equiniti Limited in connection with CREST.

The person named for registration purposes in the Application Form (which term shall include the holder of the relevant CREST account) must be: (i) the person procured by you to subscribe for or acquire the relevant Ordinary Shares; or (ii) yourself; or (iii) a nominee of any such person or yourself, as the case may be. Neither Equiniti Limited nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. The Receiving Agent, on behalf of the Company, will input a DVP instruction into the CREST system according to the booking instructions provided by you in your Application Form. The input returned by you or when your settlement agent/custodian of a matching or acceptance instruction to our CREST input will then allow the delivery of your Ordinary Shares to your CREST account against payment of the Issue Price per Ordinary Share through the CREST system upon the Settlement Date.

By returning the Application Form you agree that you will do all things necessary to ensure that you or your settlement agent/custodian's CREST account allows for the delivery and acceptance of Ordinary Shares to be made prior to 8.00 a.m. on 1 May 2018 against payment of the Issue Price per Ordinary Share. Failure by you to do so will result in you being charged interest at a rate equal to the London Inter-Bank Offered Rate for seven day deposits in sterling plus 2 per cent. per annum.

To ensure that you fulfil this requirement it is essential that you or your settlement agent/custodian follow the CREST matching criteria set out below:

<b>Trade Date:</b>	26 April 2018
<b>Settlement Date:</b>	1 May 2018
<b>Company:</b>	Odyssean Investment Trust PLC
<b>Security Description:</b>	Ordinary share of £0.01 each
<b>SEDOL:</b>	BFFK7H5
<b>ISIN:</b>	GB00BFFK7H57
<b>Equiniti Limited Participant Account</b>	5RA92
<b>Equiniti Member Account</b>	RA278901

If you wish to settle via CREST, that is DVP, will need to input your instructions to the Receiving Agent's participant account 5RA92, Member account RA278901 by no later than 1.00 p.m. on 30 April 2018. The Receiving Agent will contact you via e-mail to confirm your allocation and provide you with relevant details which you will need to input by no later than 1.00 p.m. on 27 April 2018. Ensure you provide an e-mail contact address in Section 2A of the Application Form.

## **5. RELIABLE INTRODUCER DECLARATION**

Applications will be subject to the UK's verification of identity requirements. This will involve you providing the verification of identity documents listed in section 6 of the Application Form UNLESS you can have the declaration provided at section 5 of the Application Form given and signed by a firm acceptable to the Receiving Agent. In order to ensure your application is processed timely and efficiently all applicants are strongly advised to have the declaration provided in section 5 of the Application Form completed and signed by a suitable firm.

## **6. IDENTITY INFORMATION**

Applicants need only consider section 6 of the Application Form if the declaration in section 5 cannot be completed. Notwithstanding that the declaration in section 5 has been completed and signed the Receiving Agent reserves the right to request of you the identity documents listed in section 6 and/or to seek verification of identity of each holder and payor (if necessary) from you or their bankers or from another reputable institution, agency or professional adviser in the applicable country of residence. If satisfactory evidence of identity has not been obtained within a reasonable time your application might be rejected or revoked. Where certified copies of documents are provided such copy documents should be certified by a senior signatory of a firm which is either a governmental approved bank, stockbroker or investment firm, financial services firm or an established law firm or accountancy firm which is itself subject to regulation in the conduct of its business in its own country of operation and the name of the firm should be clearly identified on each document certified.

## **7. CONTACT DETAILS**

To ensure the efficient and timely processing of your Application Form, please provide contact details of a person the Receiving Agent may contact with all enquiries concerning your application. Ordinarily this contact person should be the person signing in section 3 on behalf of the first named holder. If no details are provided here but a regulated person is identified in section 5, the Receiving Agent will contact the regulated person. If no details are entered here and no regulated person is named in section 5 and the Receiving Agent requires further information, any delay in obtaining that additional information may result in your application being rejected or revoked.

**INSTRUCTIONS FOR DELIVERY OF COMPLETED APPLICATION FORMS** – Completed Application Forms should be returned, by post or by hand (during normal business hours), to Equiniti Limited, Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA so as to be received no later than 1.00 p.m. (London time) on 24 April 2018, together in each case with payment in full in respect of the application. If you post your Application Form, you are recommended to use first class post and to allow at least four days for delivery. Application Forms received after this date may be returned.



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## APPENDIX – APPLICATION FORM

Please send this completed form by post or by hand (during normal business hours) to Equiniti Limited, Corporate Actions, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA so as to be received no later than 1.00 p.m. (London time) on 24 April 2018.

The Directors may, with the prior approval of Winterflood Securities, alter such date and thereby shorten or lengthen the offer period. In the event that the offer period is altered, the Company will notify investors of such change.

Important: Before completing this form, you should read the prospectus dated 26 March 2018 (the “Prospectus”) and the Terms and Conditions of the Offer for Subscription set out in this document and accompanying notes to this form.

To: Odyssean Investment Trust PLC and the Receiving Agent

FOR OFFICIAL USE  
ONLY

Log No.

Box 1 (minimum of £1,000)

£

### 1. APPLICATION

I/We the person(s) detailed in section 2A below offer to subscribe the amount shown in Box 1 for Ordinary Shares subject to the Terms and Conditions of the Offer for Subscription set out in the Prospectus and subject to the articles of association of the Company in force from time-to-time.

### 2A. DETAILS OF HOLDER(S) IN WHOSE NAME(S) ORDINARY SHARES WILL BE ISSUED (BLOCK CAPITALS)

1:

Mr, Mrs, Ms or Title:

Forenames (in full):

Surname/Company name:

Address (in full):

Postcode:

Designation (if any):

Date of birth:

E-mail contact address:

2:	Mr, Mrs, Ms or Title:	Forenames (in full):
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Surname/Company name:

House number and Postcode:

Date of birth:

3:	Mr, Mrs, Ms or Title:	Forenames (in full):
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Surname/Company name:

House number and Postcode:

Date of birth:

4:	Mr, Mrs, Ms or Title:	Forenames (in full):
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Surname/Company name:

House number and Postcode:

Date of birth:

**2B. CREST ACCOUNT DETAILS INTO WHICH ORDINARY SHARES ARE TO BE DEPOSITED (IF APPLICABLE)**

Only complete this section if Ordinary Shares allotted are to be deposited in a CREST Account but paying by cheque which must be in the same name as the holder(s) given in Section 2A.

(BLOCK CAPITALS)

CREST Participant ID:

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CREST Designation:

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**3. SIGNATURE(S): ALL HOLDERS MUCH SIGN**

By completing the signature/execution boxes below you are deemed to have read the Prospectus and agreed to the terms and conditions in Part 9 of the Prospectus (Terms and Conditions of Application under the Offer for Subscription) and to have given the warranties, representations and undertakings set out therein.

Signature by an individual (or joint individual applicants)

First Applicant Signature:		Date	
Second Applicant Signature:		Date	
Third Applicant Signature:		Date	
Fourth Applicant Signature:		Date	

Execution by a company

Executed by: (Name of Company)			
Name of Authorised signatory:		Name of Authorised signatory:	
Position of Authority:		Position of Authority:	
Signature:		Signature:	
Date:		Date:	
Affix Company Seal here:			
Company Registered Number			

*A corporation should sign under the hand of a duly authorised official whose representative capacity should be stated and a copy of a notice issued by the corporation authorising such person to sign should accompany the Application Form.*

**PLEASE TICK THE RELEVANT BOX BELOW CONFIRMING YOUR METHOD OF PAYMENT FROM OPTIONS 4A, 4B OR 4C BELOW:**

**4A. CHEQUES/BANKER'S DRAFT**

☐

Pin or staple to this form your cheque or banker's draft for the exact amount shown in Box 1 made payable to Equiniti Limited RE: Odyssean Investment Trust PLC – OFS Application and crossed "a/c Payee". Cheques and banker's payments must be drawn in Sterling on an account at a bank branch in the United Kingdom and must bear a United Kingdom bank sort code number in the top right hand corner. If you use a banker's draft or a building society cheque you should ensure that the bank or building society issuing the payment enters the name, address and account number of the person whose account is being debited on the reverse of the banker's draft or cheque and adds its stamp.

**4B. ELECTRONIC BANK TRANSFER**

☐

If you are subscribing for Ordinary Shares and sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by 1.00 p.m. on 24 April 2018. Please contact Equiniti Limited by email on [offer@equiniti.com](mailto:offer@equiniti.com). Applicants will be provided with the relevant bank details, together with a unique reference number which must be used when making payment.

Please enter below the sort code of the bank and branch you will be instructing to make such payment for value by 1.00 p.m. on 24 April 2018, together with the name and number of the account to be debited with such payment and the branch contact details.

Sort Code:	Account Number:
Account Name:	Bank Name and Address:
Reference Number*	

\*Reference Number must be obtained from Equiniti Limited before submitting this Application Form as detailed in Section 4 (notes on how to complete the Application Form).

**4C. SETTLEMENT BY DELIVERY VERSUS PAYMENT (DVP)**

☐

Only complete this section if you choose to settle your application within CREST, that is delivery versus payment (DVP).

Please indicate the CREST Participant ID from which the DEL message will be received by the Receiving Agent for matching, which should match that shown below, together, if applicable, with the relevant Designation.

(BLOCK CAPITALS)

CREST Participant ID:

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CREST Designation:

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You or your settlement agent/custodian's CREST account must allow for the delivery and acceptance of Ordinary Shares to be made against payment at the Issue Price per Ordinary Share, following the CREST matching criteria set out below:

<b>Trade Date:</b>	26 April 2018
<b>Settlement Date:</b>	1 May 2018
<b>Company:</b>	Odyssean Investment Trust PLC
<b>Security Description:</b>	Ordinary share of £0.01 each
<b>SEDOL:</b>	BFFK7H5
<b>ISIN:</b>	GB00BFFK7H57
<b>Equiniti Limited Participant Account</b>	5RA92
<b>Equiniti Limited Member Account</b>	RA278901

Should you wish to settle DVP, you will need to input your instructions to the Receiving Agent's participant account 5RA92, member account RA278901 by no later than 1.00 p.m. on 30 April 2018. The Receiving Agent will contact you via email to confirm your allocation and provide you with the relevant details which you will need to input by no later than 1.00 p.m. on 27 April 2018. Ensure you provide an e-mail contact address in Section 2A of the Application Form.

You must also ensure that you or your settlement agent/custodian has a sufficient "debit cap" within the CREST system to facilitate settlement in addition to your/its own daily trading and settlement requirements.

## 5. RELIABLE INTRODUCER DECLARATION

Completion and signing of this declaration by a suitable person or institution may avoid presentation being requested of the identity documents detailed in section 6 of this form.

The declaration below may only be signed by a person or institution (such as a governmental approved bank, stockbroker or investment firm, financial services firm or an established law firm or accountancy firm) (the "**firm**") which is itself subject in its own country to operation of 'know your customer' and anti-money laundering regulations no less stringent than those which prevail in the United Kingdom.

### DECLARATION:

#### To the Company and the Receiving Agent

With reference to the holder(s) detailed in section 2A, all persons signing at section 3 and the payor identified in section 6 if not also a holder (collectively the "**subjects**") WE HEREBY DECLARE:

1. we operate in the United Kingdom, or in a country where money laundering regulations under the laws of that country are, to the best of our knowledge, no less stringent than those which prevail in the United Kingdom and our firm is subject to such regulations;
2. we are regulated in the conduct of our business and in the prevention of money laundering by the regulatory authority identified below;
3. each of the subjects is known to us in a business capacity and we hold valid identity documentation on each of them and we undertake to immediately provide to you copies thereof on demand;
4. we confirm the accuracy of the names and residential business address(es) of the holder(s) given at section 2A and if a CREST Account is cited at section 2B that the owner thereof is named in section 2A;
5. having regard to all local money laundering regulations we are, after enquiry, satisfied as to the source and legitimacy of the monies being used to subscribe for the Ordinary Shares mentioned; and
6. where the payor and holder(s) are different persons we are satisfied as to the relationship between them and reason for the payor being different to the holder(s).

The above information is given in strict confidence for your own use only and without any guarantee, responsibility or liability on the part of this firm or its officials.



Signed:	Name:	Position:
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Name of regulatory authority:	Firm's licence number:
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Website address or telephone number of regulatory authority:
STAMP of firm giving full name and business address:

## 6. IDENTITY INFORMATION

If the declaration in section 5 cannot be signed and the value of your application is greater than €15,000 (or the Sterling equivalent), please enclose with that Application Form the documents mentioned below, as appropriate. Please also tick the relevant box to indicate which documents you have enclosed, all of which will be returned by the Receiving Agent to the first named Applicant.

In accordance with internationally recognised standards for the prevention of money laundering, the documents and information set out below must be provided:

Holders				Payor
1	2	3	4	

Tick here for documents provided

### A. FOR EACH HOLDER BEING AN INDIVIDUAL ENCLOSE:

- (1) an original or a certified clear photocopy of one of the following identification documents which bear both a photograph and the signature of the person: current passport – Government or Armed Forces identity card – driving licence; and

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- (2) an original or certified copies of at least two of the following documents no more than three months old which purport to confirm that the address given in section 2A is that person's residential address: a recent gas, electricity, water or telephone (not mobile) bill – a recent bank statement – a council rates bill – or similar document issued by a recognised authority; and

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- (3) if none of the above documents show their date and place of birth, enclose a note of such information; and

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- (4) details of the name and address of their personal bankers from which the Receiving Agent may request a reference, if necessary.

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**B. FOR EACH HOLDER BEING A COMPANY (A "HOLDER COMPANY") ENCLOSE:**

- (1) a certified copy of the certificate of incorporation of the holder company; and
- (2) the name and address of the holder company's principal bankers from which the Receiving Agent may request a reference, if necessary; and
- (3) a statement as to the nature of the holder company's business, signed by a director; and
- (4) a list of the names and residential addresses of each director of the holder company; and
- (5) for each director provide documents and information similar to that mentioned in A above; and
- (6) a copy of the authorised signatory list for the holder company; and
- (7) a list of the names and residential/registered address of each ultimate beneficial owner interested in more than 5 per cent. of the issued share capital of the holder company and, where a person is named, also complete C below and, if another company is named (hereinafter a "**beneficiary company**"), also complete D below. If the beneficial owner(s) named do not directly own the holder company but do so indirectly via nominee(s) or intermediary entities, provide details of the relationship between the beneficial owner(s) and the holder company.

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**C. FOR EACH PERSON NAMED IN B(7) AS A BENEFICIAL OWNER OF A HOLDER COMPANY ENCLOSE FOR EACH SUCH PERSON DOCUMENTS AND INFORMATION SIMILAR TO THAT MENTIONED IN A(1) TO (4).**

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**D. FOR EACH BENEFICIARY COMPANY NAMED IN B(7) AS A BENEFICIAL OWNER OF A HOLDER COMPANY ENCLOSE:**

- (1) a certified copy of the certificate of incorporation of that beneficiary company; and
- (2) a statement as to the nature of that beneficiary company's business signed by a director; and
- (3) the name and address of that beneficiary company's principal bankers from which the Receiving Agent may request a reference, if necessary; and
- (4) a list of the names and residential/registered address of each beneficial owner owning more than 5 per cent. of the issued share capital of that beneficiary company.

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**E. IF THE PAYOR IS NOT A HOLDER AND IS NOT A BANK PROVIDING ITS OWN CHEQUE OR BANKER'S PAYMENT ON THE REVERSE OF WHICH IS SHOWN DETAILS OF THE ACCOUNT BEING DEBITED WITH SUCH PAYMENT (SEE NOTE 5 ON HOW TO COMPLETE THIS FORM) ENCLOSE:**

- (1) if the payor is a person, for that person the documents mentioned in A(1) to (4); or
- (2) if the payor is a company, for that company the documents mentioned in B(1) to (7); and
- (3) an explanation of the relationship between the payor and the holder(s).

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The Receiving Agent reserves the right to ask for additional documents and information.

**7. CONTACT DETAILS**

To ensure the efficient and timely processing of this application please enter below the contact details of a person the Receiving Agent may contact with all enquiries concerning this application. Ordinarily this contact person should be the person signing in section 3 on behalf of the first named holder. If no details are provided here but a regulated person is identified in section 5, the Receiving Agent will contact the regulated person. If no details are entered here and no regulated person is named in section 5 and the Receiving Agent requires further information, any delay in obtaining that additional information may result in your application being rejected or revoked.

Contact name:
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E-mail address:
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Contact address:
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Postcode:
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Telephone No:
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Fax No:
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