

**PROSPECTUS
OF
SF T1PS SMALLER
COMPANIES GROWTH FUND**

**(AN INVESTMENT COMPANY
WITH VARIABLE CAPITAL)**

This Prospectus is valid as at 20th May 2008 and has been prepared in accordance with The Open-Ended Investment Companies Regulations 2001 and the rules contained in the Collective Investment Schemes Sourcebook published by the Financial Services Authority as part of their Handbook of rules and guidance.

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SF T1PS SMALLER COMPANIES GROWTH FUND

THE COMPANY

SF t1ps Smaller Companies Growth Fund

Head Office and
Principal Place of Business: Oxford House
Oxford Road
Aylesbury
Buckinghamshire HP21 8SZ

AUTHORISED CORPORATE DIRECTOR ('ACD')

Sharefunds Limited

Head Office and
Registered Office: Oxford House
Oxford Road
Aylesbury
Buckinghamshire HP21 8SZ

DEPOSITARY

The Bank of New York Trust and Depositary Company Limited

Head Office and
Registered Office: One Canada Square
Canary Wharf
London E14 5AL

INVESTMENT MANAGER

Head Office and
Registered Office: t1ps Investment Management Limited
2nd Floor
5-11 Worship Street
London EC2A 2BH

AUDITOR

Deloitte & Touche LLP
3 Rivergate
Temple Quay
Bristol
BS1 6GD

SOLICITORS

Dechert LLP
160 Queen Victoria Street
London
EC4V 4QQ

REGISTRAR AND ADMINISTRATOR

The Share Centre Limited
Oxford House
Oxford Road
Aylesbury
Buckinghamshire HP21 8SZ

DEFINITIONS

ACCUMULATION SHARES	Shares in respect of which income allocated thereto is retained on behalf of the Shareholders of such Shares by being periodically credited to capital pursuant to the Regulations.
ACD	Sharefunds Limited which acts as the authorised corporate director of the Company.
ACD AGREEMENT	The agreement between ACD and the Company dated 15 th October 2007 appointing the ACD.
ADMINISTRATOR	The Share Centre Limited.
AUDITOR	Deloitte & Touche LLP.
AUTHORISATION ORDER	The Order made by the FSA in relation to the Company under regulation 14 of the OEIC Regulations.
BUSINESS DAY	A day (other than a Saturday or Sunday) on which the banks are generally open for business in London.
COMPANY	SF t1ps Smaller Companies Growth Fund
DEALING DAY	Any day on which the ACD is open for business, normally Monday to Friday each week between 8.00 am and 6.00 pm (exceptions will include Bank and Public Holidays and may include part of the Business Day before these holidays).
DEPOSITARY	The Bank of New York Trust and Depositary Company Limited which acts as the depositary of the Company.
DIRECTOR	A director of the Company, from time to time (including the ACD).
EU	The European Union.
FSA	The Financial Services Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS.
FSA RULES	The rules contained in the Collective Investment Schemes Sourcebook (or COLL) published by the FSA from time to time as part of their Handbook of rules made under the Act and which shall, for the avoidance of doubt, not include guidance or evidential requirements contained in the said sourcebook.
INSTRUMENT OF INCORPORATION	The instrument of incorporation of the Company dated 15 th October 2007.
INVESTMENT MANAGER	t1ps Investment Management Limited.

OEIC REGULATIONS	The Open-Ended Investment Companies Regulations 2001 (SI 2001/1228), as amended.
PROSPECTUS	This prospectus, including the schedules hereto.
REGISTRAR	The Share Centre Limited.
REGULATIONS	The OEIC Regulations and the FSA Rules.
SHARE OR SHARES	A Share or Shares in the Company.
SHAREHOLDER	A holder of Shares in the Company.
SDRT	Stamp duty reserve tax.
UCITS DIRECTIVE	The Council Directive of 20 December 1985 on the coordination of laws, regulations and administrative provisions relating to undertakings for collective investment in transferable securities (UCITS) (No. 85/611/EEC), as amended.
UK	United Kingdom of Great Britain and Northern Ireland.
VALUATION POINT	12 noon on a Dealing Day.

THE COMPANY

The SF t1ps Smaller Companies Growth Fund is an open-ended investment company with variable share capital. The Company is authorised in the United Kingdom by the FSA pursuant to Regulation 14 of the OEIC Regulations with number IC000574. The effective date of the Authorisation Order made by the FSA was 3 October 2007.

The minimum Share capital of the Company shall be £1 and the maximum Share capital shall be £100,000,000,000. The base currency for the Company is pounds sterling. The Shareholders are not liable for the debts of the Company.

The Company is a "UCITS Scheme", as defined in the FSA Rules.

The Company will not have any interest in any immovable property or tangible movable property.

The address in the United Kingdom for service on the Company of notices or other documents required or authorised to be served on the Company is Oxford House, Oxford Road, Aylesbury, Buckinghamshire HP21 8SZ.

Profile of a Typical Investor

The Company is available to a wide range of investors seeking access to a portfolio managed in accordance with the Company's specific investment objective and policy. Investors are advised to consult an appropriately qualified financial adviser in respect of any investment decision.

AUTHORISED CORPORATE DIRECTOR (ACD)

The ACD is Sharefunds Limited, a private company incorporated with limited liability in England under the Companies Act 1985. Its registered office and head office are situated at Oxford House, Oxford Road, Aylesbury, Buckinghamshire HP21 8SZ. It was incorporated on 12 December 2003. It has an issued and fully paid-up share capital of £10,000.

The ultimate holding company of Sharefunds Limited is Share plc which is incorporated in England.

The ACD is authorised and regulated to carry on regulated activities in the United Kingdom by virtue of its authorisation by the FSA.

The ACD also acts as Authorised Corporate Director to The Share Centre Investments Funds.

The directors of Sharefunds Limited are:

- Gavin Oldham
- Peter Saunders
- Iain Wallace

No director is engaged in any significant business activity not connected with the business of the ACD or other Share plc subsidiaries.

ACD AGREEMENT

The ACD has been appointed under the ACD Agreement. Pursuant to the ACD Agreement, the ACD shall manage and administer the Company in accordance with the Regulations, the Instrument of Incorporation and the Prospectus. The ACD Agreement contains detailed provisions relating to the responsibilities of the ACD, including the management, investment and reinvestment of the property of the Company in order to achieve the investment objective. A copy of the ACD Agreement will be provided to a shareholder on request.

The ACD is entitled to receive Preliminary and Periodic Charges, Performance Fees and Establishment Fee as set out in the section of this Prospectus headed "Charges".

The ACD Agreement may be terminated by the Company in a general meeting at any time. The ACD shall not voluntarily terminate its appointment unless the termination is coterminous with the commencement of the appointment of a successor authorised corporate director of the Company.

The appointment of the ACD shall also be terminated forthwith by written notice of the Company to the ACD if the ACD goes into or takes any steps to initiate liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Depositary) or is unable to pay its debts, or a receiver is appointed of any of the assets of the ACD or an administration order is obtained for or in respect of the ACD.

The appointment of the ACD shall also be terminated forthwith by written notice of either party if the other party commits any material breach of the ACD Agreement and (if such breach is capable of remedy) fails within 30 days of receipt of notice served by the non-defaulting party requiring it to do so to make good such breach, provided that such breach is continuing.

Subject to the Regulations and except insofar as the same may result from the negligence, wilful default or fraud of the ACD, any delegate, or its or their employees, officers or directors, the

Company has agreed to indemnify the ACD, its delegates and its and their employees, officers and directors against all costs, losses claims and expenses either (i) as a result of any party claiming to be entitled to any investment or other asset of the Company or (ii) in consequence of any breach by the Company of any term of the ACD Agreement (iii) arising out of or in connection with the exercise by the ACD of the powers and discretions conferred upon it under the ACD Agreement (iv) arising out of the imposition of any liability to taxation, charge or other levy as a result implementing the investment objective and policy of the Company or (v) in consequence of any act or omission of the ACD acting on the instructions from the Depositary.

Under the ACD Agreement, the ACD may delegate any of its functions under the agreement to any associate (as defined in the Conduct of Business Sourcebook published by the FSA as part of its Handbook of rules and guidance) or any other person selected by it and may provide information about the Company and its investments to any of its delegates.

In accordance with these provisions, the ACD has delegated various of its duties as follows:

1. to Investment Manager, the duty of providing investment advice and discretionary investment management in relation to the Company (for further details, see below under ("The Investment Manager")); and
2. to The Share Centre Limited, the duty of providing administration and registrar services to the ACD relation to the Company.

THE INVESTMENT MANAGER

The Investment Manager is t1ps Investment Management Limited, a company authorised and regulated by the FSA. The Investment Manager's principal activity is the provision of investment management and advisory services.

The ACD has delegated to the Investment Manager the duty of providing investment advice and discretionary investment management in respect of the Company.

The Investment Manager's parent company is Rivington Street Holdings Limited which is incorporated in England.

INVESTMENT MANAGEMENT AGREEMENT

Under the terms of an agreement between the ACD and the Investment Manager dated 1 October 2007 (the "Investment Management Agreement"), the Investment Manager has the authority of the ACD and the Company to exercise discretionary management powers in respect of the Company in accordance with its investment objective, including the power to effect such investments and reinvestments on behalf of the Company as it considers appropriate.

The Investment Manager will be entitled to receive remuneration from the ACD paid out of the fees the ACD receives from the Company. The Investment Manager will not receive any other fees directly from the Company, save with the approval of Shareholders.

The Investment Management Agreement may be terminated on not less than six months' written notice at any time after the first anniversary of the Investment Management Agreement or by the Company in a general meeting at any time.

Under the Investment Management Agreement, the ACD and the Investment Advisor have agreed to indemnify each other against certain claims, losses, penalties or charges incurred in connection with the Investment Management Agreement or any transaction authorised under it. The total aggregate liability one party may have to the other under these indemnities in respect of each event or series of events is limited to ten times the ACD's "annual fee", defined as the ACD's retained earnings in respect of the Company for the most recent month of operations multiplied by twelve.

THE DEPOSITARY

The Depositary of the Company is The Bank of New York Trust and Depositary Company Limited, a company limited by shares incorporated in England and Wales on 25 June 1998 (Registered Number 3588038). Its Registered and Head Office is situated at One Canada Square, London E14 5AL.

The Depositary is a subsidiary of The Bank of New York Mellon Corporation, incorporated in Delaware, United States of America.

The principal business activity of the Depositary is the provision of a comprehensive range of trustee and custody services.

As provided in the Regulations, the Depositary is authorised to carry on certain regulated activities in the United Kingdom by virtue of its authorisation by the FSA.

The Depositary is responsible for the safe-keeping of all the Company's property and for fulfilling other duties specified in the FSA Rules which include the taking of reasonable care to ensure that the Company is managed in accordance with those parts of the FSA Rules that concern pricing of, and dealing in, the Shares, allocation of income and the investment and borrowing powers laid down in the FSA Rules.

DEPOSITARY AGREEMENT

The Depositary provides its services under the terms of a depositary agreement dated 15th October 2007 ("Depositary Agreement") which may be terminated by not less than six months' written notice to the ACD provided that no such notice shall take effect until the appointment of a successor to the Depositary.

Subject to the FSA Rules, the Depositary has full power under the Depositary Agreement to delegate all or any part of its duties as Depositary.

The Depositary Agreement contains indemnities by the Company or the ACD jointly and severally in favour of the Depositary pursuant to which the Company and/or the ACD undertakes to indemnify the Depositary, its officers, agents and employees (each an "Indemnified Person"), to the extent permitted by the Regulations, against (i) any liability or loss suffered or incurred by an Indemnified Person as a result of or in connection with the proper provision of services under the Depositary Agreement; (ii) any costs and expenses reasonably incurred in defending any proceedings relating to services provided under the Depositary Agreement, whether civil or criminal, in which judgement is given in favour of the Indemnified Person or it is acquitted; and (iii) any costs and expenses reasonably incurred in connection with any application under Regulation 63 of the OEIC Regulations pursuant to which relief is granted to an Indemnified Person by the Court. Each Indemnified Person shall furthermore be indemnified by the Company and/or the ACD against any liabilities, losses, costs or expenses suffered or incurred directly or indirectly by the Indemnified person arising directly or indirectly out of or in connection with any errors, negligence, defaults or other acts or omissions in each case constituting a breach of this Prospectus, the Instrument of Incorporation, the OEIC Regulations or the FSA Rules on the part of the ACD in relation to its duties and obligations as ACD of the Company at or prior to the effective date of the Depositary Agreement, provided that this indemnity shall not apply if and to the extent that such liabilities, losses, costs and expenses are able to be recovered by the Indemnified Person from the property of the Company. These indemnities shall not extend to any liability arising out of an Indemnified Person's breach of the Depositary Agreement, negligence, fraud, wilful default or failure to exercise due care and diligence in the discharge of the Indemnified Person's functions.

The Depositary is entitled to receive remuneration out of the property of the Company for its services and this is detailed in the Section of this Prospectus headed “Depositary’s Remuneration and Expenses”.

THE AUDITOR

The auditor of the Company is Deloitte & Touche LLP of 3 Rivergate, Temple Quay, Bristol BS1 6GD.

THE REGISTRAR

The register of holders (the “**Register**”) of the Company is kept by The Share Centre Limited as Registrar at Oxford House, Oxford Road, Aylesbury, Buckinghamshire HP21 8SZ and may be inspected at that address during ordinary office hours by any Shareholder or Shareholder’s duly authorised agent.

THE ADMINISTRATOR

The Administrator of the Company is The Share Centre Limited of Oxford House, Oxford Road, Aylesbury, Buckinghamshire, HP21 8SZ.

The Administrator will provide fund administration services to the ACD.

INVESTMENT OBJECTIVE & POLICY

The investment objective of the Company is to achieve long term capital growth in excess of the Hoare Govett Smaller Companies Index from making value based investments in UK smaller companies. UK smaller companies are incorporated in the UK and have a market capitalisation no greater than £500 million at the time of investment.

It is the Company's policy to invest predominately in securities of UK smaller companies admitted to or dealt in on any of the markets of the London Stock Exchange, including the Alternative Investment Market (AIM) and the Domestic Market. At its discretion, the Company may invest in securities admitted to or dealt in on other Eligible Markets (as defined in Appendix 1) and/or in the securities of companies that do not qualify as UK smaller companies. The Company may also invest in money market instruments, UK government and public securities, deposits, cash and near cash, but does not intend to invest in collective investment schemes or derivatives. The Company may invest in new issues but is unlikely to invest in new issues to any significant extent. The Company anticipates that it will hold positions in 20 to 35 UK smaller companies at any one time.

The Company aims to achieve the investment objective and policy primarily through specific stock selection. In so doing, the Company will seek to identify UK smaller companies with improving financial performance, solid balance sheets and which either are or will shortly be cash generative, but which the Company considers to be undervalued by the market.

In pursuing the investment objective and policy, the assets of the Company will be invested so as to comply with the investment and borrowing powers and restrictions set out in the Regulations, the Instrument of Incorporation, and this Prospectus. A summary of the investment powers and safeguards applicable to the Company is set out in Appendix 1.

INDIVIDUAL SAVINGS ACCOUNTS ("ISAs")

In accordance with the Individual Savings Account Regulations 1998, as amended from time to time, Shares in the Company are eligible for investment through ISAs.

ALLOCATION OF INCOME

The Company's annual accounting period ends on 28 February in each year, with an interim accounting period ending on 31 August (save that the first accounting period of the Company shall commence on 19th November 2007 and end on 29 February 2008). References to the above dates and the dates of income allocation periods and of publication of the yearly and half yearly report of the Company should be read accordingly.

The annual income allocation in respect of Shares held on the preceding 28 February will be made on the 31 March. An interim income allocation in respect of Shares held on the preceding 31 August will be made on 30 September.

Holdings of Accumulation Shares are not entitled to be paid the income attributable to such Shares but the income is automatically transferred to (and retained as part of) the capital assets of the Company on or before the last day of the relevant annual accounting period or interim accounting period. The price of such Shares continues to reflect this retention of the income entitlement.

HOW INCOME IS DETERMINED

The income available for accumulation is determined in accordance with the FSA Rules. In general terms, the income comprises all the sums deemed by the Company, after consultation with the Auditors of the Company, to be income in nature and received or receivable by the Company in respect of the accounting period concerned, after deducting charges and expenses paid or payable out of such income and after making such adjustments in relation to taxation and other matters.

The Periodic Charges and any Performance Fees will normally be paid out of the accumulated income of the Company and only paid out of capital property to the extent that such accumulated income is insufficient to pay such charges. Any deductions from the capital property of the Company may result in capital erosion or constrain capital growth.

In the case of the Accumulation Shares, the income available for allocation in respect of the relevant accounting period will be transferred from the income property of the Company to the capital property of the Company on or before the last day of the relevant accounting period. No distributions are made to Shareholders nor are additional shares issued in lieu of distributions. The amount of income earned by the Company since the end of the last annual accounting period (or the end of the last interim accounting period if more recent is reflected in the price of the Accumulation Shares. The price of Shares therefore remains unchanged at the ex-accumulation date. Shareholders will nonetheless be liable to United Kingdom taxation in the same manner, and to the same extent, as if the income accumulated for their benefit had instead been distributed to them.

CHARACTERISTICS OF SHARES

The Company will only issue Accumulation Shares.

Any income (net of tax) arising in relation to an Accumulation Share will be determined and credited to capital as summarised above under the headings “**HOW INCOME IS DETERMINED**” and “**ALLOCATION OF INCOME**”.

MINIMUM INITIAL INVESTMENT

The minimum initial investment in the Company is £1,000. The minimum amount required for any subsequent investment is £25.

Bearer Shares

The Company will not issue bearer shares.

TITLE TO SHARES

The title to Shares is evidenced by entries on the Register of Shareholders. Certificates for Shares will not be issued.

PRICES OF SHARES

Shares in the Company are “single priced”. This means that subject to the preliminary charge, redemption charge and any applicable dilution levy and/or SDRT provision, the price of a Share for both buying and selling purposes will be the same and determined by reference to a particular valuation point.

LIMITED ISSUE

The ACD reserves the right to limit the issue of shares in the Company where the gross asset value of the shares in issue is in excess of £50 million and/or in other circumstances where the liquidity within the Company is deemed to be detrimental to the Company’s performance.

In such circumstances, the ACD may still issue shares where the proceeds of that issue can be invested without compromising the Company’s investment objective or materially prejudicing existing shareholders, such as on the investment of regular contributions received by the ACD.

The ACD will return any cheques and application forms received whilst the limited issue provision is in force.

VOTING RIGHTS

The Company does not hold Annual General Meetings. The Company shall hold an Extraordinary General Meeting as is required. Certain changes to this Prospectus or the Instrument of Incorporation require the prior approval of a meeting of Shareholders, in accordance with the FSA Rules. When such approval is not required by the FSA Rules, the ACD may make changes to the Prospectus or the Instrument of Incorporation without the approval of Shareholders.

A meeting of Shareholders shall not be competent to increase the maximum of the management participation (the ACD's periodic charge) except by an extraordinary resolution.

In certain circumstances, the FSA Rules require that a resolution be passed as an extraordinary resolution, which is a resolution passed by a majority of not less than three-quarters of the votes validly cast (whether on a show of hands or on a poll) for and against the resolution. In other cases, a resolution may be passed by a simple majority of the votes validly cast for and against the resolution.

At any meeting of Shareholders a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before the declaration of the result of the show of hands) demanded by the Chairman, by the Depositary or by at least two Shareholders present in person or by proxy (or, in the case of a body corporate, by a duly authorised representative).

On a show of hands every Shareholder who (being an individual) is present in person or by proxy shall have one vote.

On a poll every Shareholder who is present in person or by proxy shall have one vote for every Share of which he is a holder.

The quorum at a meeting of Shareholders shall be two Shareholders present in person or by proxy (or, in the case of a body corporate, by a duly authorised representative), who were Shareholders on the date seven days before the date of the notice of the meeting (notice of which is to be served fourteen days, inclusive of the day on which the notice is deemed to be served, before the date of the meeting as stated in the notice), excluding from that total any Shares known to have redeemed before the time of the meeting.

A corporation being a Shareholder may authorise such person as it thinks fit to act as its representative at any meeting of Shareholders and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as the corporation could exercise if it were an individual Shareholder.

The ACD shall be entitled to receive notice of, and attend, any such meeting but shall not be entitled to vote or be counted in the quorum, therefore and accordingly, the Shares held or deemed to be held by the ACD shall not be regarded as being in issue.

Any associate of the ACD shall not be entitled to vote at any such meeting except in respect of Shares which he holds on behalf of a person who, if himself the registered holder, would be entitled to vote, and from whom he has received voting instructions.

In the case of joint Shareholders 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 Shareholders and for this purpose seniority shall be determined by the order in which the names stand in the Register of Shareholders.

VALUATION

The property of the Company is valued daily at 12 noon on each Business Day in order to determine the single price at which Shares may be purchased from, or redeemed by, the ACD and created or cancelled by the Company.

The ACD reserves the right to revalue the property of the Company at its discretion.

An outline of the basis on which the property of the Company is valued is as follows:-

- Transferable securities are valued at their quoted price or if the investment is one for which different prices are quoted according to whether it is being bought or sold then it will be valued at its mid-market price.
- Any fiscal charges or commissions or other charges that have been paid or are payable on the acquisition or disposal of the investments above are excluded from their value.
- Cash is valued at its nominal value.
- Any other property of the Company will be valued at what, in the opinion of the ACD, represents a fair and reasonable mid-market price.
- Deductions are made for anticipated tax liabilities and for an estimated amount in respect of other liabilities payable out of the Company.
- Contingent liability transactions will be valued using a method agreed between the ACD and the Depositary.
- An amount is added in respect of estimated recoverable tax and any other amounts due to be paid into the Company.
- Currencies or values in currencies other than the base currency shall be converted at the relevant valuation point at a rate of exchange that is not likely to result in any material prejudice to the interests of Shareholders or potential Shareholders.

CHARGES

PRELIMINARY CHARGE

The ACD is permitted to make a preliminary charge on the sale or issue of Shares to an investor. The current and maximum rate of this charge is 5.25%. The charge is calculated prior to the deduction of any Dilution Levy and is deducted from the investor's investment before any Shares are purchased.

The preliminary charge does not form part of property of the Company and no account is taken of the preliminary charge in calculating the NAV of the Company (whether for the calculation of the performance fee or otherwise).

An investor who realises their Shares after a short period may not (even in the absence of a fall in the value of the property of the Company) realise the original amount invested. Therefore, the Shares should be viewed as a long term investment.

The ACD may not increase the preliminary charge up to or towards the stated maximum unless it has given not less than 60 days' written notice to anyone who has made arrangements to purchase Shares from the ACD on a regular basis through a group savings plan operated by the ACD and the ACD has revised this Prospectus to reflect the new charges.

PERIODIC CHARGES

The ACD may make a periodic charge which shall be paid out of the property of the Company consisting of a fixed fee of £2,500 per calendar quarter, payable quarterly in advance, plus a variable fee, currently charged at the annual rate of 1.5% of the value of the scheme property at the end of the relevant month, payable monthly in arrears. This variable fee is applied to the value of the property of the Company, multiplied by the number of days in the period covered by the charge and divided by 365 (or 366 in the case of a leap year).

The Periodic Charge will be charged by the ACD, in the first instance, to the income of the Company. A deduction from the capital property of the Company may constrain capital growth. The maximum annual charge permitted is £10,000 plus 2.0% of the value of the scheme property.

Changes to Periodic Charges

The ACD may not increase the current rate of the periodic charge up to or towards the stated maximum unless it has: (a) given not less than 60 days' notice of such increase to all Shareholders and investors entered in plan registers maintained by the ACD for any individual savings account or group savings plan in which Shares are held; and (b) revised this Prospectus to reflect the new charges.

PERFORMANCE FEE

In addition to the periodic charge outlined above, the ACD is entitled to charge a performance fee to be taken from the scheme property, which is payable when the rate of growth in the Company, over a Calculation Period, exceeds a "Benchmark" of the Hoare Govett Smaller Companies Index plus 3% per annum. The performance fee will be calculated and paid after consideration of all other payments.

The Hoare Govett Smaller Companies Index was launched in 1987 and measures the performance of the lowest tenth by market capitalisation of the main UK equity market. It is unique in being calculated on a consistent basis over 52 years, from 1955 to date. At the start of 2007, the index had 912 constituent companies, the largest of which had a market capitalisation of £1,104 million.

Definitions used in this section of the Prospectus:

“Calculation Period” refers to either the period commencing with the adoption of the performance fee to 29 February 2008 or each period of twelve months thereafter;

“Basis NAV per share” means the NAV per share on the last day of a Calculation Period including an accrual for performance fee;

“Benchmark” means a growth rate of the Hoare Govett Smaller Companies Index taken on the first day of the calculation period plus 3% per annum (and pro rated in respect of the period 19 November 2007 to 29 February 2008);

“NAV per share” as determined in accordance with the Regulations, the Instrument of Incorporation and this Prospectus, adjusted to ignore any accrual in respect of performance fees;

“Target Price” the Basis NAV per share at the end of the previous Calculation Period increased by the Benchmark.

When is a performance fee payable?

The ACD will only be entitled to be paid a performance fee if the NAV per share attributable to the Company on the last day of a Calculation Period is greater than the Target Price.

The performance of the Company and payment of the performance fee is measured and determined entirely by reference to the performance of the Company against the Benchmark in that Calculation Period only. In that respect there is no high water mark and the ACD is not required to match or exceed its previous best performance in order for a performance fee to be payable. In the event of negative performance no performance fee will be payable (even where the Company’s performance has nevertheless exceeded the Benchmark) and the daily accrual will be nil.

No performance fee will be paid or payable in respect of the initial offer period of the Company.

What is the value of the performance fee?

If a performance fee is payable, it will be calculated as 20% of the out-performance of the Target Price: i.e. the amount by which the NAV per share of the relevant Calculation Period exceeds the Target Price, multiplied by the weighted average number of shares in issue during that Calculation Period.

It is important to note that there is in effect no maximum performance fee that could be taken, particularly as it is impossible to quantify any out performance in advance. Of course, while the ACD is entitled to 20% of the out performance, investors will benefit from 80% of that out performance.

The performance fee will be paid to the ACD on the date on which income is allocated. However, during a Calculation Period, the performance fee will be calculated and accrued daily and this will be reflected in the price of each share. In practice, this means that the growth (if any) of the Company will be measured against the Target Price on a daily basis and, to the extent a performance fee may be

payable at the end of a Calculation Period, a performance fee will accrue in relation to the NAV per share. The accrual is adjusted each day to reflect the level of growth (if any) achieved and, if there is no growth in excess of the Target Price then the performance accrual will be zero.

What effect will the performance fee have on the NAV of the Company?

To illustrate the effect that the performance fee may have on the NAV of the Company, consider the following:

- On the final day of the initial offer period, the price per share is 100 pence.
- On 29 February 2008, the NAV per share is 113 pence. Therefore (net of charges) the price has risen during that period by 13%. The Hoare Govett Smaller Companies Index has increased 7% during the period, making the Benchmark 10%. Applying the 10% Benchmark to the base price of 100 pence in relation to that period, the Target Price would be $100 + 10 \text{ pence} = 110 \text{ pence}$. Therefore, the Company has, at this point, outperformed the Benchmark by 3%.
- The performance fee is then calculated based on an amount of 20% of the out performance (3%) by reference to the NAV per share at the start of the Calculation Period. This would be 3% of 100 pence = 3.00 pence per share. The performance fee would therefore be 20% of 3.00 pence which equals 0.600 pence. The new price per share (incorporating the performance fee accrual) is 113 pence minus 0.600 pence which equals 112.400 pence.
- On 28 February 2009 the NAV per share is 121.40 pence. Therefore (net of charges) the price has risen during that period by 8.01%. The Hoare Govett Smaller Companies Index has increased 6% during the period, making the Benchmark 9%. After applying the 9% Benchmark to the Basis NAV per share of 112.400 pence (being the NAV at 29 February 2008 after deduction of the performance fee), the Target Price would be $112.400 + 9\% = 122.516 \text{ pence}$. The Company has not outperformed the Target Price and so no performance fee would be payable for that year.
- On 28 February 2010 the NAV per share is 115.00 pence. Therefore (net of charges) the price has fallen during that period by 5.27% and no performance fee would be payable for that year. Since the performance was negative, the performance of the Hoare Govett Smaller Companies Index is irrelevant because no performance fee would be due even if the Company had outperformed the Benchmark.
- On 28 February 2011 the NAV per share is 120.75 pence, an increase of 5%. The Hoare Govett Smaller Companies Index has increased 1% during the period, making the Benchmark 4%. After applying the 4% Benchmark to the Basis NAV per share of 115.00 pence (being the NAV at 28 February 2010), the Target Price would be 119.60 pence. The Company has outperformed the Target Price by 1% or 1.15 pence per share. Because there is no high water mark, a performance fee will be due even though the NAV per share is lower than the NAV of 121.40 reached on 28 February 2009. The performance fee would be 20% of 1.15 pence which equals 0.23 pence per share. The new price per share (incorporating the performance fee accrual) is 120.75 pence – 0.23 pence which equals 120.52 pence.

During the performance periods the ACD will accrue for a performance fee based on the daily NAV compared to the daily Target Price but would not be paid unless the NAV per share on the last day of a Calculation Period exceeded the Target Price. Only at that point does a performance fee become payable.

If a performance fee is payable, the total amount to be taken would be 20% of the amount by which the NAV per share of the relevant Calculation Period exceeded the Target Price multiplied by the weighted average number of shares in issue during the relevant period. The weighted average number of shares is calculated by taking the total number of shares in issue on each day of a Calculation Period and dividing that by the number of days within that Calculation Period.

If, on the other hand, the growth shown in the above example were extinguished by a reduction in the relevant value during the final day of the Calculation Period, then the accrual for the performance fee would be removed – to the benefit of the Shareholders of the Company.

The table below illustrates the performance fee the ACD would earn and the effect this would have on the NAV per share assuming different levels of out performance.

12 month performance Note 1	12 month 10% Benchmark	Performance fee in pence per share Note 2	Opening NAV per Share Note 2	Closing NAV per share Note 2
0%	10.0%	0.00	100.00	100.00
5%	10.0%	0.00	100.00	105.00
10%	10.0%	0.00	100.00	110.00
15%	10.0%	1.00	100.00	114.00

The table below illustrates the performance fee the ACD would earn and the effect this would have on the NAV per share assuming different levels of out performance.

Note 1 – Performance for a twelve month Calculation Period adjusted to ignore any accrual in respect of performance fees.

Note 2 – Assumes a starting price of 100 pence.

Any change to the performance fee rate or basis on which it is calculated will require prior notice to all Shareholders of the Company of not less than 60 days before the new rate or basis may commence. The Prospectus will also be revised at such time.

ESTABLISHMENT FEE

At the conclusion of the Initial Offer Period, the ACD shall be entitled to receive a one-off establishment fee of £5,000 payable out of the property of the Company. This establishment fee is separate from and in addition to the costs of establishing and authorising the Company referred to in the section of this Prospectus headed “Other Payments Out of the Property of the Company”.

DILUTION LEVY

Dilution is a reduction in the value of the investments of the Company caused by dealing costs incurred by the Company to the extent that these costs result from the acquisition or disposal of investments by the Company as a consequence of the increase or decrease in the cash resources of the Company resulting from the issue or cancellation of Shares over a period. It is not possible to predict accurately whether dilution is likely to occur. These dealing costs include those incurred in dealing in the Company's underlying investments and the cost of any spread between the buying and selling prices of these investments. In order to counter this, the ACD may require the payment of a dilution levy as an addition to the price of Shares on their issue by the Company or sale by the ACD and as a deduction to the price of their Shares on their cancellation by the Company or redemption by the

ACD. This policy is intended to enable steady growth of the Company, as the effects of trading of large volumes of Shares on the value of the Company's property will be offset by the dilution levy.

It is the policy of the ACD at present that such a dilution levy may be imposed on transactions which it considers constitute "large deals". The ACD currently considers cancellations or redemptions in excess of £50,000 or 2.5% of the Company's property, whichever shall be lower, to be large deals. The ACD reserves the right, however, to impose a dilution levy at its absolute discretion on any or all deals, should this prove necessary in the opinion of the ACD, to protect the interests of the Shareholders. It is anticipated that a dilution levy may be charged on large deals and at a rate of 0.25% to 1% to cover the costs of dealing spreads. The likelihood is that a dilution levy will be charged on all large deals. At the date of this Prospectus, the Company has been in existence for less than a year and therefore no or little historical data is available. On that basis it is not possible to estimate with any accuracy the rate or amount of dilution levy, and it is not possible to predict with any accuracy how frequently the ACD will charge a dilution levy.

REDEMPTION CHARGE

The ACD will not make a charge for redemptions and cancellations of Shares.

EXPENSES OF THE ACD

The Company will also pay to the ACD out of the scheme property any expenses incurred by the ACD or its delegates of the kinds described below under "Other payments out of the property of the Company", including legal and professional expenses of the ACD and its delegates in relation to the proper performance of the ACD's duties under the ACD Agreement, or related to documents amending the ACD Agreement, all expenses incurred in preparing valuations of scheme property and publishing prices of Shares, all postage and communication costs incurred in the proper performance of duties under the ACD Agreement, and all expenses incurred in producing and distributing any prospectus and expenses of the ACD in buying or selling Shares (but excluding any commissions or similar payments as the Company is prohibited from making any such payments under the FSA Rules).

FEES OF THE REGISTRAR

The Registrar is entitled to receive out of the scheme property fees for its services as registrar.

Fees for the services of establishing and maintaining the Register, and any associated expenses, will always be payable by the Company, whether those services are provided by the Registrar, its associates or any other person.

The Registrar's fee will be calculated as follows:

- Annual Shareholder Maintenance of £1.50 per name on register, subject to annual minimum fee of £1,500. Shareholder Maintenance consists of:
 - Maintaining and updating the register of members and where applicable loan stock, debenture, warrant holders and other registers as may be required.
 - Receiving and registering transfers, probates, powers of attorney, changes of address, and all similar documents normally needed to maintain the register of members.

- Maintaining and updating dividend and interest payment instructions.
- Preparing and dispatching dividend and interest warrants for up to two dividends per year per class of share or stock and reconciling the respective bank accounts.
- Reconciling the issued share capital.
- Providing the Company with all services normally provided by registrars in relation to the system for transferring title to securities in uncertified form.
- Providing an internal audit and submitting audit reports on transfers and the register.
- Preparing name and address labels for the dispatch of the annual report and interim statement.
- Preparing lists of members as requested by the Company in accordance with the Companies Act for the annual return.
- Attending at any Extraordinary General Meeting if required. (An additional charge may be made depending upon the location and duration of the meeting.)
- Receiving, checking, evaluating and reporting on forms of proxy received from registered Shareholders in relation to any Extraordinary General Meeting.
- Stock transfers: 90p per transfer.
- Listings, labels and analyses in addition to those mentioned above may be charged at the prevailing rate, currently 3p per account or printed label, with a minimum charge of £40.
- Register extracts produced on diskette may be charged at 3p per account extracted with a minimum charge of £50.
- Mailing lists can be maintained, with an annual fee of £0.60 per account, which includes two sets of labels per annum.
- The Registrar will seek to recover all reasonable disbursement costs incurred as a result of the proper execution of its duties. These costs would include, but would not be restricted to, postage, printing, telephone, fax and stationery.
- Such other duties as the Registrar is permitted or required by law or by its agreement with the Company to perform.

The Company will not necessarily avail itself of all the services the Registrar can offer.

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

Fees will be taken in arrears as at 28th February, 31st May, 31st August and 30th November, though they will be accrued on a daily basis.

FEES OF THE ADMINISTRATOR

The Administrator is entitled to receive out of the scheme property fees for its services as administrator quarterly in arrears at the annual percentage rate of 0.25% of the value of the scheme property, subject to a minimum fee of £3,750 per quarter to be taken in arrears on 28th February, 31st May, 31st August and 30th November, though they will be accrued on a daily basis.

DEPOSITARY'S REMUNERATION AND EXPENSES

The Depositary is entitled to receive for its own account from the Company a periodic fee which accrues and is payable by the ACD out of its remuneration on the same basis as the variable component of the ACD's periodic charge.

Subject to a minimum annual payment of £6,000, the Depositary's periodic fee is currently calculated as follows:

Value of the Company's property (per annum)	Rate
£0-50 million	0.05%
£50-150 million	0.04%
£150-200 million	0.03%
£200 million +	0.02%

In addition to the fees payable to the Depositary referred to above, the Depositary will also be reimbursed out of the property of the Company for expenses incurred in relation to the following activities and duties:

- Delivery of stock to the Depositary or Custodian;
- Custody of assets (0.01% of the value of the Company's property per annum) including all expenses and disbursements incurred in the acquisition, holding and disposal of investments and the registration and custody thereof;
- Registration of assets in the name of the Depositary or its nominee or agents;
- Borrowings, stocklending or other permitted transactions;
- Dealings in derivatives, where applicable;
- Collection of income and capital;
- Maintenance of distribution accounts;
- Dealing with distribution warrants;
- Conversion of foreign currency;
- Submission of tax returns;
- Handling tax claims;
- Preparation of the Depositary's annual report to the Shareholders;
- Arranging insurance;
- Calling Shareholder meetings and otherwise communicating with Shareholders;

- Communications with relevant parties (including by telex, facsimile, SWIFT and electronic mail);
- Conducting legal proceedings;
- Taking certain professional advice;
- Money transfer charge of £15 per movement;
- Conducting trades or dealing in investments on behalf of the Company (subject to a fee of £8 per trade);
- Such other duties as the Depositary is permitted or required by law or by its agreement with the Company to perform.

The cost of professional advice will be reimbursed to the Depositary if, after consultation with the ACD, the ACD concludes that, having regard to the interests of Shareholders, incurring such costs is reasonable in the circumstances. The Depositary is also entitled to be reimbursed for expenses properly incurred in the performance of, or arranging the performance of, functions conferred on the Depositary by the Depositary Agreement, the Regulations or the general law.

The amount or rate of any of the Depositary's fees and charges referred to above shall (unless otherwise stated) be determined by reference to the scale or tariff or such other basis from time to time agreed between the ACD and the Depositary, in accordance with the FSA Rules, and notified to the ACD by the Depositary. The current rate of such periodic fee must not be increased unless the ACD has: (a) given not less than 60 days' notice of such increase to all Shareholders and investors entered in plan registers maintained by the ACD for any individual savings account or group savings plan in which Shares are held; and (b) revised this Prospectus to reflect the new charges. The maximum annual charge of the Depositary will be 0.05% of the Company's property.

The Depositary shall be entitled to recover its fees, charges and expenses when the relevant transaction or other dealing is effected or relevant service is provided or as may otherwise be agreed between the Depositary and the Company or the ACD.

On a winding up of the Company, the Depositary will be entitled to its pro rata fees, charges and expenses to the date of the commencement of the winding up and any additional expenses necessarily realised in settling or receiving any outstanding obligations. No compensation for loss of office is provided for in the Depositary Agreement.

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

OTHER PAYMENTS OUT OF THE PROPERTY OF THE COMPANY

In accordance with the Regulations, the following payments may lawfully be made out of the property of the Company:-

- (a) The costs of establishing and authorising the Company, estimated to be in the region of £15,000.
- (b) Broker's commission, fiscal charges and other disbursements which it is necessary to incur in effecting transactions for the Company and which are normally shown in contract notes, confirmation notes and difference accounts, as appropriate.
- (c) Interest on borrowings permitted under the FSA Rules and charges incurred in effecting or terminating such borrowings or in negotiating or varying the terms of such borrowings.
- (d) Taxation and duties payable in respect of the property of the Company or in respect of the issue of Shares, including stamp duties or other taxes or duties in relation to the transfer to the Company of assets acquired in exchange for the issue of Shares.
- (e) Any costs incurred in modifying the Instrument of Incorporation, including costs incurred in respect of meetings of Shareholders convened for purposes which include the modification of the Instrument of Incorporation where the modification is necessary to implement changes in the law, or necessary as a direct consequence of any change in the law, or expedient having regard to any change in the law made by, or under, any fiscal enactment and which the ACD and the Depositary agree is in the interests of Shareholders, or to remove obsolete provisions from the Instrument of Incorporation.
- (f) Any costs incurred in respect of meetings of Shareholders in the Company, including meetings convened on a requisition by Shareholders or by the ACD.
- (g) The audit fee of the Auditors of the Company (and Value Added Tax thereon) and any proper expenses of such an auditor.
- (h) The periodical fees of the FSA in respect of the Company as may be prescribed under the Financial Services and Markets Act 2000 (as amended), or any relevant regulations made thereunder and any payments otherwise due by virtue of the FSA Rules or the corresponding fees of any regulatory authority in a country or territory outside the United Kingdom in which Shares are or may be marketed.
- (i) The Registrar's fees (and Value Added Tax thereon).
- (j) Any costs incurred by the Company in publishing the prices of Shares, including the costs of listing the prices of Shares in publications and information services selected by the ACD.
- (k) Any expenses incurred in relation to company secretarial duties, including all costs incurred in preparing accounts and producing and despatching annual, half yearly and other reports of the Company.

- (l) Any costs incurred in producing and despatching dividends or other payments of the Company.
- (m) Any fees, expenses or disbursements of any investment, legal or other professional adviser of the Company and those of the Company's sub-advisers.
- (n) Any costs incurred in taking out and maintaining an insurance policy in respect of the ACD and the Company.
- (o) All fees and expenses incurred in relation to the addition and initial organisation of any new sub-funds or share classes, the listing of Shares on any stock exchange, any offer of Shares (including the preparation and printing of any prospectus) and the creation, conversion and cancellation of Shares.
- (p) Any value added or similar tax relating to any charge or expense set out above.

ALLOCATION OF ASSETS, CHARGES AND EXPENSES TO THE COMPANY

All fees, duties, charges and expenses (other than any borne by the ACD) are charged to the Company. Investors should be aware that fees, duties, charges and expenses will normally be charged to the accumulated income of the Company, but may be treated as a capital expense if the Company's accumulated income is insufficient and this may result in capital erosion or constrain capital growth of the Shares.

BUYING AND SELLING OF SHARES

Requests for the purchase or redemption of Shares are dealt with by the issue or cancellation of such Shares by the Company.

Shares in the Company may be bought or sold on any Dealing Day. Shares may be bought and sold by telephone (01296 41 42 43), by written instruction. Previous dealt prices will be available. A purchase or sale of Shares instructed in writing and/or by telephone and/or online is a legally binding contract.

Orders received and accepted by the ACD by 12 noon (the "Valuation Point") on a Dealing Day will be dealt with at the price calculated on that day. Orders received and accepted after that time will be dealt with at the price calculated on the next Dealing Day. The ACD may not accept an order unless the funds required to settle the order are available to the ACD at the time the order is received.

A contract note giving details of the transaction will be issued by the Business Day following the purchase or sale. In the case of a purchase of Shares, settlement will occur on the settlement date agreed between the ACD and the purchaser. In the case of a sale, the ACD will issue a settlement cheque within four working days of the next Valuation Point after the receipt of a valid request to sell the Shares. Any request for the sale of Shares or form of renunciation must be signed by each of the holders of the relevant Shares.

MINIMUM VALUE OF HOLDINGS

The minimum initial investment for Shares in the Company is set out above in the section "Minimum Initial Investment". The minimum amount required for any subsequent investment is £25.

In the case of a partial sale, the minimum value of Shares which may be held in the Company is £250 and will be based on the last price calculated at the Valuation Point immediately before instructions were received. In the event that a Shareholder's holding of Shares is below the minimum value of holding of Shares required, the ACD may at its option redeem the remaining Shares held by the Shareholder. Redemption of holdings below the minimum value of holdings will occur at least once every six months and at the ACD's discretion may occur more frequently if the ACD believes it to be in the best interests of the Company and investors.

SUSPENSION OF DEALING

The ACD may, with the prior agreement of the Depositary, or will, if the Depositary so requires at any time, suspend redemption of Shares in the Company, for a period not exceeding 28 days, if the ACD, or the Depositary, is of the opinion that, due to exceptional circumstances, there is good and sufficient reason to do so having regard to the interests of the Shareholders. If the redemption of Shares is suspended, the obligations relating to the creation, cancellation, issue and redemption of Shares and the obligations relating to the valuation of Shares, contained in Chapter 6 of the FSA Rules, will cease to apply.

During any suspension, a Shareholder may withdraw his redemption notice provided that such withdrawal is in writing and is received before determination of the suspension. Any notice not withdrawn will be dealt with on the Dealing Day next following the end of the suspension.

The first Valuation Point after the end of any such suspension period will be 12 noon on the Dealing Day next following the end of the suspension.

PRICING

The ACD deals on a forward pricing basis. A forward price is the price calculated at the next Valuation Point after receipt of a request for a purchase or sale.

The price of a Share in the Company shall be calculated by taking the proportion of the net asset value of all Shares (by reference to the most recent valuation of the scheme property) and dividing it by the number of Shares in issue immediately before the relevant Valuation Point. The price will be expressed in pounds sterling and will be expressed to four significant figures.

PUBLICATION OF PRICES

Prices for the Company are published daily on the Sharefunds website, www.sharefunds.co.uk. Prices may also be obtained by telephoning the ACD on 01296 41 41 41.

DEFERRED REDEMPTION

The ACD may defer redemptions at a particular Valuation Point to the next Valuation Point where requested redemptions exceed 10% of the Company's value. Requests for redemption in these circumstances will be treated on a pro rata basis to ensure the consistent treatment of all Shareholders. At the next such Valuation Point all deals relating to an earlier Valuation Point will be completed before those relating to the later Valuation Point are considered.

IN SPECIE REDEMPTION

If a Shareholder requests the redemption or cancellation of shares, the ACD may at its sole discretion, if it considers the deal substantial in relation to the total size of the Company concerned, arrange for the Company to cancel the shares and transfer property to the Shareholder instead of paying the price of the Shares in cash, or, if required by the shareholder, pay the net proceeds of sale of the relevant scheme property to the Shareholder. A deal involving Shares representing 5% or more in value of the Company will normally be considered substantial, although the ACD may at its discretion agree an in specie redemption with a shareholder whose selling shares represent less than 5% in value of the Company.

Before the proceeds of cancellation of the shares become payable, the ACD will give written notice to the Shareholder that relevant scheme property (or the proceeds of sale of that relevant scheme property) will be transferred to that shareholder.

The ACD will select the property to be transferred (or sold) in consultation with the Depositary. They must ensure that the selection is made with a view to achieving no greater advantage or disadvantage to the redeeming Shareholder than to continuing Shareholders. Any such redemption as set out above may be subject to a retention by the Company from that property (or proceeds), for the value (or amount) of any Stamp Duty Reserve Tax to be paid on the cancellation of Shares and any relevant transaction costs.

COMPULSORY REDEMPTION

The Shares may be compulsorily redeemed or cancelled in accordance with the Instrument of Incorporation if the holding of any Shares by a Shareholder is, or is reasonably considered by the ACD to be, an infringement of any law or governmental regulations, or which would result in the Company incurring any liability to taxation or suffering any other adverse consequence.

GENERAL INFORMATION

REPORTS AND ACCOUNTS

The annual accounting period of the Company ends on 28 February.

The Annual Report of the Company (the “long report”) will be published on or before the end of June and the half-yearly long report on or before the end of October in each year. Copies of the annual long report and half-yearly long report may be inspected at, and copies obtained free of charge from the ACD at its operating address.

The ACD will also issue a short report in relation to the Company half yearly and annually. These will be distributed to Shareholders before the end of June and October each year.

AVAILABILITY OF DOCUMENTS

Copies of the latest version of the Prospectus and any simplified prospectus, the Instrument of Incorporation of the Company, any amending instrument and the most recent annual and half-yearly long reports may be inspected and obtained free of charge during normal office hours from the ACD at:-

Fund Administration Manager
Sharefunds Limited
Oxford House
Oxford Road
Aylesbury
Buckinghamshire HP21 8SZ

REGISTER OF SHAREHOLDERS

The Register of Shareholders of the Company can be inspected during normal office hours at the Registrar's address, being:

The Share Centre Limited
Oxford House
Oxford Road
Aylesbury
Buckinghamshire HP21 8SZ

Any notice or document required to be sent to a Shareholder will be forwarded by post to the address held on the share register.

UNITED KINGDOM TAXATION

The taxation of income and capital gains of both the Company and Shareholders is subject to the fiscal law and practice of the UK and of the jurisdictions in which Shareholders are resident or otherwise subject to tax. The following summary of the anticipated tax treatment in the UK does not constitute legal or tax advice and applies only to persons holding Shares as an investment. It is not a guarantee to any investor of the tax results of investing in the Company, and prospective investors should be aware that the relevant fiscal rules and practice or their interpretation may change.

Prospective investors should consult their own professional advisers as to the tax implications of making an investment in, holding, exchanging or disposing of Shares and the receipt of distributions with respect to such Shares under the laws of the jurisdictions in which they may be liable to taxation.

THE COMPANY

As the Company is an open-ended investment company, to which The Authorised Investment Funds (Tax) Regulations 2006 apply, the Company will not be subject to UK taxation on capital gains arising on the disposal of investments held by it.

The Company will not be subject to tax on dividends and similar distributions received from UK resident companies. The Company will be subject to corporation tax at 20% on other types of income after deducting allowable expenses. Where the Company suffers foreign tax on income received, this may normally be deducted from the UK tax due on that income.

UK SHAREHOLDERS

INCOME TAX

Currently, only Accumulation Shares are available in the Company. On the specified allocation dates each Shareholder will become entitled to an allocation of accumulated income, but no distributions of accumulated income will be made. For the purposes of UK taxation, income that is accumulated is treated as if it had been distributed to the Shareholders holding the relevant Accumulation Shares. The accumulation is treated as dividend income for UK tax purposes.

A tax voucher will be distributed annually to each Shareholder which will show the amount of income to which they are entitled, the nature of the accumulations and related tax credits. Notes printed on the tax voucher indicate how the amount should be reflected in the Shareholder's tax return.

Dividends

Dividend accumulations to non-corporate Shareholders will not be subject to UK withholding tax but will carry a tax credit at a rate of 10% of the sum of the dividend and the tax credit.

Lower and basic rate taxpayers will be liable to income tax on their dividend income and associated tax credit at the Schedule F ordinary rate (currently 10%). Therefore, the 10% tax credit on dividend accumulations will satisfy the liability to UK income tax of lower or basic rate taxpayers. A lower or basic rate taxpayer will have no further tax liability.

Shareholders liable to UK income tax at the higher rate (currently 40%) must account to HM Revenue & Customs for any further tax due on the gross amount of the income, that is the

distribution plus the tax credit. Higher rate taxpayers will be liable to income tax on their dividend income at the Schedule F upper rate of 32.5% (i.e. an additional 22.5% of the sum of the dividend and tax credit, allowing for offset of the 10% tax credit). Generally, it will not be possible for Shareholders to reclaim any amount in respect of the tax credit.

CORPORATION TAX

Dividends

Dividend accumulations made on behalf of Shareholders within the charge to UK corporation tax are not subject to UK withholding tax. Such dividend accumulations may be split into two parts, namely a franked and an unfranked part. In general terms, the franked part will correspond to that part of the accumulation as derives from franked investment income and the unfranked part will correspond to that part of the accumulation as derives from other income. In the hands of a UK corporate Shareholder the franked part will be treated as a distribution from a UK company and the Shareholder will, as a consequence, have no additional tax to pay in respect of it. The unfranked part will be treated as an annual payment treated as paid after deduction of tax at the lower rate (currently 20%) and corporate Shareholders may accordingly have additional tax to pay in respect of that part of the accumulation, subject to credit for the tax deemed deducted. The percentages to be used to calculate the allocation between franked investment income and unfranked income received will be set out on the tax voucher.

The corporate streaming rules also limit the maximum amount of income tax that may be reclaimed from HM Revenue & Customs on the unfranked stream. The maximum amount reclaimable by a corporate Shareholder is the corporate Shareholder's portion of the Company's net liability to corporation tax in respect of gross income. The tax voucher will state the Company's net liability to corporation tax in respect of the gross income.

NON-TAXPAYERS

Charities

Charities are no longer able to reclaim a portion of the tax credit in respect of accumulations made after 5 April 2004.

ISAs

The tax credit on dividend accumulations is no longer repayable to ISA holders.

Individuals

Individual non-taxpayers cannot reclaim the tax credit on dividend accumulations.

Pension Funds

Pension funds cannot reclaim the tax credit on dividend accumulations.

Non-UK Resident Shareholders

Shareholders who are not resident in the UK will generally not be entitled to a repayment of any part of any tax credit on the dividend accumulation, although it will normally satisfy their UK tax liability on that income. Shareholders may be subject to taxation in their country of residence.

CAPITAL GAINS TAX

Payments from the Company to a Shareholder on the redemption of Shares will not be subject to UK withholding tax on capital gains.

For holders of Shares who are resident or ordinarily resident in the UK, the disposal of Shares may give rise to a liability to capital gains tax in respect of gains arising from the disposal or exchange.

Individuals are only liable to capital gains tax if their total chargeable gains in the year, taking into account any available taper relief, exceed their annual exemption (£8,800 for the tax year 2006-2007). If gains in excess of this exemption are realised the excess is taxable at the marginal rate of income tax applicable to the investor. Taper relief may be available to reduce the amount of any gain subject to tax.

Shareholders within the charge to UK corporation tax are chargeable to corporation tax on all such gains and net capital gains will normally be added to the profits charged to corporation tax. Indexation relief may be available to reduce any gain (but not losses) thereby compensating for the increase in value due to inflation.

INCOME EQUALISATION

Income equalisation is not operated by the Company.

SDRT PROVISIONS

Stamp Duty Reserve Tax ('SDRT') arises where Shares in an open-ended investment company, such as the Company, are surrendered by a Shareholder. Set out below is a brief explanation of how this charge affects Shareholders and potential Shareholders in the Company.

1. SDRT in relation to surrenders of Shares

As from 6 February 2000, stamp duty on transfers of Shares in an open-ended investment company was abolished; instead open-ended investment companies are liable to pay SDRT at the rate of 0.5 per cent. of the value of Shares in that open-ended investment company which are surrendered to it or its authorised corporate director. SDRT will not be payable on in specie redemptions. The amount of SDRT for which the open-ended investment company is liable is potentially reduced by two ratios:

- (a) if more Shares are surrendered for cash than are issued for cash during a two week period (which consists of the week the surrender occurs and the following week); and
- (b) if an open-ended investment company holds exempt investments (e.g. non-chargeable securities, such as foreign securities, UK gilts or certain UK bonds).

2. Effect of SDRT provision on Shareholders

The Rules permit the authorised corporate director of an open-ended investment company to impose a charge on the issue or sale of Shares, or on the cancellation or redemption of Shares, which will be made as a provision for SDRT for which the open-ended investment company may become liable in respect of a surrender of Shares ('SDRT Provision').

The ACD's policy in relation to the Company is to usually impose an SDRT Provision on the issue or sale of Shares, and not on the cancellation or redemption of Shares. It is anticipated that in general an SDRT Provision will be imposed on the issue or sale of Shares, unless the number of Shares in issue

is expected to increase dramatically over the period of the following month. When an SDRT Provision is applied, it will usually be at a rate of 0.5 per cent. of the value of the Shares involved in the transaction. However, the ACD reserves the right to require the payment of an SDRT Provision in relation to Shares (up to a maximum of 0.5 per cent. of the value of the Shares involved in the transaction) as an addition to the price of Shares on their issue or sale, and as a deduction on their cancellation or redemption (other than on a pro rata in specie cancellation) of whatever size whenever it considers that circumstances have arisen which make such imposition fair to all Shareholders and potential Shareholders. The ACD may impose an SDRT Provision on large deals when no SDRT Provision is imposed on smaller deals or which is larger than that imposed on smaller deals. The ACD currently considers a transaction (or series of transactions in one dealing period) by any person to buy, sell or exchange Shares that represents 10 per cent or more of the then current net asset value of the Company to be a 'large deal' for these purposes.

On a transfer of Shares by a Shareholder other than to the Company or the ACD, the ACD reserves the right to require the payment of an SDRT Provision in relation to the Shares transferred (up to a maximum of 0.5 per cent of the value of such Shares). The ACD may refuse to register the transfer of the Shares unless such payment has been made. The above provisions shall not apply to a transfer excluded by Schedule 19 of the Finance Act 1999.

WINDING-UP OF THE COMPANY

The Company is to be wound-up:-

- i) if an extraordinary resolution of holders is passed to wind-up the Company; or
- ii) on the date of effect stated in any agreement by the FSA to a request by the ACD for the revocation of the authorisation order in respect of the Company, albeit that such agreement is subject to there being no material change in any relevant factor prior to the date of the revocation; or
- iii) by the ACD in its absolute discretion if one year from the date of the first issue of Shares relating to the Company or at any date thereafter, the net asset value of the Company is less than £2,000,000 (in which event, the ACD will notify Shareholders of the intention to wind up the Company).

The Company may only be wound-up under the FSA Rules if the Company is solvent and there is no vacancy in the position of the ACD. If the Company is insolvent, or there is such a vacancy, the Company may only be wound-up under Part V of the Insolvency Act 1986 as an unregistered company.

On a winding-up (other than in accordance with an approved scheme of amalgamation or reconstruction) the ACD is required as soon as practicable after the time the Company falls to be wound-up, to realise the property of the Company and pay the liabilities of the Company out of the proceeds.

After making adequate provision for the expenses of the winding-up and the discharge of the liabilities of the Company remaining to be discharged, the ACD may arrange for the Depositary to make one or more interim distributions, and then a final distribution of the proceeds of the realisation of the Company's property to Shareholders, proportionately to the right to participate in the scheme property attached to their respective Shares.

If the Company is to be wound-up in accordance with an approved scheme of amalgamation or reconstruction, the ACD is required to wind-up the Company in accordance with a resolution of holders approving such scheme.

Where the Company and one or more Shareholders (other than the ACD) agree, the requirement to realise the property of the Company shall not apply to that part of the property which is proportionate to the right of that or those Shareholders, and the ACD may distribute that part in the form of property, after making such adjustments or retaining such provision as appears to the ACD appropriate for ensuring that that or those Shareholders bear a proportionate share of the liabilities and expenses.

If any sum of money is unclaimed or stands to the account of the Company at the date of its dissolution, the ACD shall arrange for the Depositary to pay such sum into court within one month after that date in accordance with the OEIC Regulations.

ADDITIONAL INFORMATION

RISKS

General Risks

Investors should be aware that there are risks inherent in the holding of securities:-

- 1 Investments in smaller companies generally carry greater risk than is customarily associated with larger companies, which may include, for example, less public information, more limited financial resources and product lines, greater volatility, higher risk of failure than larger companies and less liquidity.
2. The Company may invest in a relatively small number of securities. This potential concentration mean that a loss arising in a single investment may cause a proportionately greater loss in the Company than if a larger number of investments were made.
- 3 Past performance of the Company is no guide to the future. The value of Shares, and any income from them, can go down as well as up, particularly in the short term, meaning that an investment may not be returned in full.
- 4 The tax treatment of the Company may change and such changes cannot be foreseen.
- 5 Where regular investments are made with the intention of achieving a specific capital sum in the future, this will normally be subject to maintaining a specified level of investment.
- 6 The Company is intended to be a medium to long-term investment. In the short-term, any initial charge can have a higher impact on the overall value of investments in the Company.
- 7 The Company and the Investment Manager are newly formed. There can be no assurance that the Company will achieve its investment objective. Past performance of the Investment Manager cannot be construed as an indication of the future results of an investment in the Company.
- 8 The levels of income generated by the Company will fluctuate and are not guaranteed.
- 9 In addition, the values, in Pounds Sterling terms, of investments that are not denominated in pounds sterling may rise and fall purely on account of exchange rate fluctuations, which will have a related effect on the price of shares.

COMPLAINTS

Any complaint regarding the management of the Company should, in the first instance, be addressed to the ACD's Compliance Department at Sharefunds Limited, Oxford House, Oxford Road, Aylesbury, Buckinghamshire HP21 8SZ. A copy of the ACD's complaints handling policy is available upon request.

A Shareholder may also have the right to complain directly to the Financial Ombudsman Service of South Quay Plaza, 183 Marsh Wall, London E14 9SR. More details about the Financial Ombudsman Service are available from the ACD.

MONEY LAUNDERING PROCEDURES

In order to comply with UK anti-money laundering legislation, investors in the Company will be subject to full anti-money laundering procedures prior to account opening. All customers will be required to provide suitable identification with their application form. If proof of identity is required, neither the ACD nor the Company can issue or sell Shares, remit cancellation or redemption proceeds or switch Shares until appropriate proof has been received. More details are available on request.

FINANCIAL SERVICES COMPENSATION SCHEME

Rights to compensation for Shareholders in the Company are those outlined in the Compensation Sourcebook issued by the FSA as part of its Handbook of rules and guidance. A statement of the rights to compensation for Shareholders is available from the ACD upon request. Alternatively, you can visit the scheme's website at www.fscs.org.uk or by writing to the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

CONFLICTS OF INTEREST

- i) The FSA Rules contain provisions on conflict of interest governing any transaction concerning the Company which is carried out by or with any “affected person”, which means the Company, an associate of the Company, the ACD, an associate of the ACD, the Depositary, an associate of the Depositary, the Investment Manager, an associate of the Investment Manager and the Auditor.
- ii) These provisions, among other things, enable an affected person (a) to deal in property to, or with, the Company (or the Depositary for the account of the Company); (b) vest property (other than cash) in the Company or the Depositary for the Account of the Company against the issue of Shares in the Company; or (c) acquire property from the Company (or the Depositary acting for the account of the Company), provided that any such transactions with or for the Company are subject to best execution on exchange, or independent valuation or arm’s length requirements as set out in the FSA Rules. An affected person carrying out such transaction is not liable to account to the Depositary, the ACD, any other affected person, or to the holders of Shares or any of them for any benefits or profits thereby made or derived.
- iii) These provisions also enable an affected person to enter into a stocklending transaction with or in relation to the Company, provided the transaction is at least as favourable to the Company as any comparable arrangement on normal commercial terms negotiated at arm’s length between the affected person and an independent party. An affected person carrying out such transaction is not liable to account to the Depositary, the ACD, any other affected person, or to the holders of Shares or any of them for any benefits or profits thereby made or derived.
- iv) In addition to the foregoing, conflicts of interest of the Investment Manager or its associates may also arise because, for example:
 - the Investment Manager or an associate undertakes investment business for other clients;
 - the Investment Manager’s parent company, Rivington Street Holdings Limited, may establish a new FSA-authorised corporate finance advisory subsidiary, which would be an associate of the Investment Manager and which may receive remuneration or other

benefits by reason of acting in corporate finance or similar transactions involving companies whose securities are purchased or held by the Company;

- the Investment Manager's associate Bishopsgate Communications Limited may receive remuneration or other benefits by reason of providing financial or corporate public relations consultancy or similar services to companies whose securities are held by the Company; and
- the Investment Manager's associate t1ps.com Limited may receive remuneration or other benefits by reason of providing investment research and recommendations, including by way of the online share tipping service at www.t1ps.com and in its weekly and monthly newsletters, in respect of securities that are also held by the Company.

Where conflicts of interest arise, the Investment Manager and/or its associates will ensure fair treatment of the Company in accordance with FSA regulations, including by one or more of the following:

- disclosing the interest to the ACD;
- relying on a policy of independence;
- establishing internal arrangements (including the implementation of Chinese walls and the use of an investment committee to approve all investment decisions);
- declining to act.

FURTHER INFORMATION

Shareholders are entitled to information supplementary to this Prospectus relating to:

- i) the quantitative limits applying to the risk management of the scheme;
- ii) the methods used in relation to (i) above; and
- iii) any recent development of the risk and yields of the main categories of investment.

Shareholders may obtain this information on request by writing to the ACD at its head office.

APPENDIX 1

INVESTMENT LIMITS & BORROWING POWERS

INVESTMENT RESTRICTIONS

The property of the Company will be invested with the aim of achieving the investment objective and policy but subject to the limits on investment applicable to a UCITS scheme as set out in the FSA Rules. These limits apply to the Company as summarised below:

General

- (A) The scheme property of the Company must, except where otherwise provided in chapter 5.2 of the FSA Rules, consist only of any or all of:
- (i) transferable securities that do not fall within paragraph (L);
 - (ii) money market instruments within paragraph (I) below; and
 - (iii) deposits within paragraph (K) below.

The Company will not invest in immovable or movable property.

- (B) The Company will only hold transferable securities and money market instruments that are:
- (i) admitted to or dealt in on an eligible market which falls within paragraph (C)(i)(a) or (c) below;
 - (ii) dealt in on an eligible market which falls within paragraph (C)(i)(b) below; or
 - (iii) any other money market instruments which fall within paragraph (I)(ii) below.

However, not more than 10% in value of the Company may consist of transferable securities which are not "approved securities" as defined in the FSA Rules and not more than 10% in value of the Company may consist of money market instruments which do not fall within paragraph (I)(ii) below.

Rule 5.2.11R (Spread: general) and Rule 5.2.12R of the FSA Rules (Spread: government and public securities) do not apply until the expiry of a period of six months after the date of effect of the authorisation order of the Company (or on which the initial offer for sale of shares in the Company commenced, if later), provided that FSA Rule 5.2.3R(1) (Prudent spread of risk) is complied with during such period.

At times it is appropriate not to be fully invested. The Company may hold cash or near cash (as defined for the purposes of the FSA Rules) to the extent this may reasonably be regarded as necessary:

- (i) To enable the pursuit of the Company's investment objectives;
- (ii) to enable shares to be redeemed;

- (iii) for the efficient management of the Company in accordance with its investment objectives; or
- (iv) for other purposes which may reasonably be regarded as ancillary to the investment objectives of the Company.

Eligible Markets

(C) To protect investors, markets on which certain investments of the Company are admitted to or dealt in on must be of an adequate quality (“eligible”) at the time of acquisition of the investment and until it is sold. If a market ceases to be eligible, investments on that market cease to fall within Paragraphs (B)(i) or (ii) and the 10% restriction will apply to them.

- (i) An eligible market is:
 - (a) any regulated market or any market established in a European Union member state or any other state within the European Economic Area which is regulated, operates regularly and is open to the public.

A market may be added to the list (by appearing in a supplement to, or an updated version of this Prospectus) if the ACD, after consultation with the Depositary, considers the market is appropriate for the investment of, or dealing in, the property of the Company, and the Depositary has taken reasonable care to determine that adequate custody arrangements can be provided for the investment dealt in on that market; and all reasonable steps have been taken by the ACD in deciding whether that market is eligible.

However, a market will not be considered appropriate unless it:

- (a) is regulated;
- (b) operates regularly;
- (c) is recognised;
- (d) is open to the public;
- (e) is adequately liquid; and
- (f) has adequate arrangements for unimpeded transmission of income and capital to or to the order of investors.

Spread of investments

(D) Other than in relation to holdings in government and public securities:

- (i) No more than 20% in value of the Company may consist of deposits with a single body as defined in Rule 5.2.13R(3) of the FSA Rules.

- (ii) No more than 5% in value (or 10% if the total of all holdings in excess of 5% is less than 40% in value of the Company) may consist of transferable securities or money market instruments issued by any single body. For this purpose, certificates representing certain securities are to be treated as equivalent to the underlying security.
- (iii) No more than 20% in value of the Company may consist of transferable securities and money market instruments issued by the same group.
- (iv) No more than 20% in value of the Company may consist of the units of any single collective investment scheme.
- (v) In applying the limits in (D)(i) and (D)(ii) no more than 20% in value of the Company may consist of any combination of two or more of the following:
 - (a) transferable securities or money market instruments issued by; or
 - (b) deposits made with

with a single body.

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

Government and Public Securities

- (E) In relation to holdings in government and public securities,

No more than 35% in value of the Company may be invested in government and public securities issued by any one body. In addition, such investment will be limited to UK government securities only.

Collective investment schemes

- (F) The Company does not intend to invest in units in collective investment schemes.

Warrants

- (G) Where the Company invests in a warrant, the exposure created by the exercise of the right conferred by that warrant must not exceed the limits in paragraphs (D) (Spread of investments) and (E) (Government and Public Securities) above. The Company does not intend to invest more than 5% in value of its property in warrants.

Partly paid securities

- (H) The Company may only acquire a transferable security or money market instrument on which any sum is unpaid if it is reasonably foreseeable that the amount of any existing and potential call for any sum unpaid could be paid by the Company, at the time when payment is required,

without contravening the investment restrictions and rules described in this section of this Prospectus and the FSA Rules.

Money market instruments

- (I) The Company may invest in money market instruments which are normally dealt in on the money market, are liquid and whose value can be accurately determined at any time, provided:
- (i) the money market instrument is admitted to or dealt in on an eligible market; or
 - (ii) the money market instrument is:
 - (a) issued or guaranteed by a central, regional or local authority, a central bank of an EEA State, the European Central Bank, the European Union or the European Investment Bank, a non-EEA State or, in the case of a federal state, by one of the members making up the federation, or by a public international body to which one or more EEA States belong; or
 - (b) issued by a body, any securities of which are dealt in on an eligible market; or
 - (c) issued or guaranteed by an establishment subject to prudential supervision in accordance with criteria defined by Community law or by an establishment which is subject to and complies with prudential rules considered by the FSA to be at least as stringent as those laid down by Community law.

Derivatives and forwards

- (J) The Company does not intend to invest in derivatives.

Deposits

- (K) The Company may invest in deposits only with an approved bank and which are repayable on demand or have the right to be withdrawn, and mature in no more than 12 months.

Transferable securities

- (L) The Company may not acquire transferable securities issued by a body corporate and carrying rights to vote (whether or not on substantially all matters) at a general meeting of that body corporate if:
- (i) immediately before the acquisition, the aggregate of any such securities held by the Company gives the Company power significantly to influence the conduct of business of that body corporate; or
 - (ii) the acquisition gives the Company that power.

The Company will be taken to have power significantly to influence the conduct of business of a body corporate if it can, because of the transferable securities held by it, exercise or control the exercise of 20% or more of the voting rights in that body corporate (disregarding

for this purpose any temporary suspension of voting rights in respect of the transferable securities of that body corporate).

Concentration limits

(M) The Company:

- (i) must not acquire transferable securities (other than debt securities) which:
 - (a) do not carry a right to vote on any matter at a general meeting of the body corporate that issued them; and
 - (b) represent more than 10% of those securities issued by that body corporate;
- (ii) must not acquire more than 10% of the debt securities issued by any single body;
- (iii) must not acquire more than 25% of the units in a collective investment scheme;
- (iv) must not acquire more than 10% of the money market instruments issued by any single body;

However the limits in (ii), (iii) and (iv) above do not apply if, at the time of acquisition, the net amount in issue of the relevant investment in issue cannot be calculated.

Stock-lending

(N) The Company may engage in stock lending permitted by this paragraph (N) when it reasonably appears to the ACD to be appropriate to do so with a view to generating additional income for the Company with an acceptable degree of risk.

The Company, or the Depositary at the request of the Company, may enter into certain stock-lending arrangements, but only if:

- (i) all the terms of the agreement under which securities are to be reacquired by the Depositary for the account of the Company are in a form which is acceptable to the Depositary and are in accordance with good market practice;
- (ii) the counterparty is an authorised person or a person authorised by a home state regulator; and
- (iii) collateral is obtained to secure the obligation of the counterparty under the terms referred to in (i) above and the collateral is acceptable to the Depositary and is adequate and sufficiently immediate as provided in the FSA Rules.

There is no limit on the value of the property of the Company which may be the subject of stock-lending arrangements. However the arrangements must always comply with the requirements of the Taxation of Chargeable Gains Act 1992 and the requirements of the FSA Rules as amended from time to time.

Underwriting

- (O) Underwriting and sub-underwriting contracts and placings may also, subject to certain conditions set out in the FSA Rules, be entered into for the account of the Company.

Borrowing powers

- (P) The Company may, on the instructions of the ACD and subject to the FSA Rules, borrow money from an eligible institution or approved bank for the use of the Company on terms that the borrowing is to be repayable out of the assets of the Company. Borrowing must be on a temporary basis, must not be persistent, and in any event must not exceed 3 months without the prior consent of the Depositary, which may be given only on such conditions as appear appropriate to the Depositary to ensure that the borrowing does not cease to be on a temporary basis. The ACD must ensure that borrowing does not, on any business day, exceed 10 per cent. of the value of the Company.

At the date hereof, the Company does not intend to exercise its borrowing powers, other than where required to effect the settlement of underlying securities.