

SIGNED

Advocate Rupert Evans
Director, and as appointed Power of Attorney for Richard Crowder and Ian Crosby
29 January 2019

INFORMATION MEMORANDUM

**STONEHAGE FLEMING PRIVATE EQUITY HERITAGE
FUND LIMITED**

(an authorised-closed ended investment company incorporated in Guernsey with registration number 65406)

APC 1.1
APC 1.2
APC 1.3
TISE 1, 5

INVESTMENT ADVISER

**STONEHAGE FLEMING INVESTMENT MANAGEMENT
(GUERNSEY) LIMITED**

**INVESTMENT SERVICES PROVIDER
STONEHAGE FLEMING INVESTMENT MANAGEMENT
LIMITED**

Dated 29 January 2019

This Information Memorandum includes particulars given in compliance with the Listing Rules of The International Stock Exchange Authority Limited, for the purpose of giving information with regard to Stonehage Fleming Private Equity Heritage Fund Limited.

APC 1.6

The Directors, whose names appear on page 7, accept full responsibility for the information contained in this Information Memorandum and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief there are no other facts the omission of which would make any statement herein misleading.

TISE 2

THIS INFORMATION MEMORANDUM IS IMPORTANT. IF YOU ARE IN ANY DOUBT ABOUT THE CONTENTS OF THIS INFORMATION MEMORANDUM YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT FINANCIAL ADVISER. INVESTMENT IN SHARES INVOLVES ABOVE AVERAGE RISK AND YOUR ATTENTION IS DRAWN TO THE SECTION HEADED "RISK FACTORS" ON PAGES 11 TO 17 BELOW. INVESTMENT IS ONLY SUITABLE FOR SOPHISTICATED INVESTORS WHO ARE IN A POSITION TO UNDERSTAND AND TAKE SUCH RISKS AND SATISFY THEMSELVES THAT SUCH INVESTMENT IS SUITABLE FOR THEM.

IMPORTANT NOTICE

Although application has been made for Shares to be listed on TISE, this does not imply a commitment by any member firm of TISE to make a market in Shares. No application has been made for the Shares to be listed on any other stock exchange. In view of the specialized nature of the Company, it is unlikely that third parties will make an active market in Shares.

TISE 8
TISE 10
TISE 30(b)

No copy of this Information Memorandum has been registered in any jurisdiction other than Guernsey in connection with the issue of Shares. No person receiving a copy of this Information Memorandum in any territory may treat the same as constituting an invitation to him to purchase or to subscribe for Shares, unless in the relevant territory such an invitation could lawfully be made to him without compliance with any registration or other legal requirements.

The contents of this Information Memorandum are not to be construed as a recommendation or advice to any prospective investor in relation to the subscription, purchase, holding or disposition of Shares and prospective investors should consult their professional advisers accordingly.

Neither the admission of Shares to the Official List nor the approval of this Information Memorandum pursuant to the listing requirements of TISEA shall constitute a warranty or representation by TISEA as to the competence of the service providers to or any other party connected with the Company, the accuracy of information contained in this Information Memorandum or the suitability of the Company for investment or for any other purpose.

TISE 2

The Shares are only intended to be offered in the primary market to, and held by, investors who are particularly knowledgeable in investment matters.

TISE 2

The Directors particularly draw prospective investors' attention to the following restrictions:

United States of America

The Shares have not been registered under the 1933 Act, nor has the Company been registered under the Investment Company Act or any state law. Except in a transaction which does not violate such Acts, the Shares may not be directly or indirectly offered, sold or delivered in the United States (as defined in Regulation S under the 1933 Act) or to or for the account of any US person (as defined in Regulation S under the 1933 Act), or to any person purchasing the Shares for re-offer, delivery or transfer in the United States or to any US person as part of the distribution of such Shares.

United Kingdom

This document is not an "approved prospectus" or a prospectus equivalent for the purposes of the Financial Services and Markets Act 2000 ("FSMA 2000"). Accordingly, Shares may not be offered or sold to persons in the United Kingdom except to persons who are qualified investors within the meaning of section 86 of the FSMA 2000 or otherwise in circumstances that do not require the publication by the Company of an approved prospectus in the United Kingdom pursuant to section 85 of the FSMA 2000.

Guernsey

The Company is an authorised closed-ended investment scheme domiciled in Guernsey. The Company has been granted an authorisation declaration in accordance with section 8 of the Protection of Investors (Bailiwick of Guernsey) Law 1987, as amended, and rule 6.02 of the Authorised Closed-ended Investment Schemes Rules 2008. No election has been made to treat the Company as a Registered Closed-ended collective investment scheme. Neither the GFSC nor the States of Guernsey take any responsibility for the financial soundness of the Company or for the correctness of any of the statements made or opinions expressed with regard to it.

APC 1.1

If you are in any doubt about the contents of this document you should consult your accountant, legal or professional adviser or financial adviser.

Stonehage Fleming and any of its associates may have an interest or position in Shares. The Investment Adviser is not acting for, or advising, or treating as its customer, any other person (unless other arrangements apply between the Investment Adviser and such person) in relation to investment in the Company and will not be responsible for providing to any other person best execution or any other of the protections afforded to its customers. The Articles of Incorporation give powers to the Directors to require the transfer or repurchase of Shares in a number of specified circumstances (see "Articles of Incorporation — *Compulsory Transfer, Repurchase and Redemption*" on pages 40 to 42).

Any information given, or representation made, by any dealer, salesman or other person which is not contained in this Information Memorandum (or any document expressed to be an addendum or supplemental to this Information Memorandum) or any accompanying report(s) should be regarded as unauthorised and should accordingly not be relied upon. Neither the delivery of the Information Memorandum nor the offer, issue or sale of Shares shall, under any circumstances, constitute a representation that the information given in this Information Memorandum is correct as of any time subsequent to the date hereof.

Potential subscribers for Shares should inform themselves as to (a) the possible tax consequences, (b) the legal requirements and (c) any foreign exchange restrictions or exchange control requirements which they might encounter under the laws of the countries of their citizenship, residence or domicile and which might be relevant to the subscription, holding, or disposal of Shares.

All holders of Shares are entitled to the benefit of, are bound by and are deemed to have notice of, the provisions of the Memorandum and Articles of Incorporation, copies of which are available on request from the Administrator.

The following documents form the components of the Listing Document for the purposes of admission of the Shares to the Official list of the Exchange:

The Information Memorandum;

The financial statements for FF&P Venture Funds PCC Limited for the 3 year period ending 31 March 2018 and to the six month period ending 30 September 2018; and

The financial statements for FF&P Venture Funds Subsidiary Limited for the 3 year period ending 31 March 2018.

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GLOSSARY

The following definitions apply in this Information Memorandum unless the context otherwise requires:

"1933 Act"	The US Securities Act of 1933, as amended
"Administrator"	Vistra Fund Services (Guernsey) Limited
"Administration Agreement"	the Administration Agreement dated 26 September 2018, between the Company, the Investment Adviser and the Administrator
"Articles of Incorporation"	the articles of incorporation of the Company as may be amended from time to time
"Business Day"	any day other than a Saturday, Sunday or public holiday on which banks are normally open for full banking business in Guernsey and London
"Board"	the board of Directors of the Company from time to time
"Class A Shares"	the Class A redeemable ordinary class of no par value shares in respect of the Company - ISIN GG00BF52M879
"Class B Shares"	the Class B redeemable ordinary class of no par value shares of the Company - ISIN GG00BF52MY39
"Companies Law"	the Companies (Guernsey) Law, 2008 as amended
"Company"	Stonehage Fleming Private Equity Heritage Fund Limited
"CRS"	the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters, also known as the Common Reporting Standard
"Custodian"	Butterfield Bank (Guernsey) Limited
"Custodian Agreement"	the Custodian Agreement dated 26 September 2018 between the Company, the Investment Adviser and the Custodian
"Directors"	the Directors of the Company
"DPI"	Discounted Profitability Index (the benefit-cost ratio - the present value of future cash flows divided by the initial investment.
"EU"	the European Union
"FATCA"	the Foreign Account Tax Compliance provisions of the US Hiring Incentives to Restore Employment Act 2010, which implemented sections 1471-1474 of the US Internal Revenue Code of 1986, as amended
"FCA"	Financial Conduct Authority
"GDPR"	the EU General Data Protection Regulation
"GFSC"	Guernsey Financial Services Commission
"Information Memorandum"	this document as amended or updated from time to time
"Investment Services Provider"	Stonehage Fleming Investment Management Limited, a wholly owned subsidiary of Stonehage Fleming
"Investment Services Agreement "	the Investment Services Agreement dated 28 September 2018 between the Investment Adviser and the Investment Services Provider
"Investment Company Act"	The US Investment Company Act of 1940

"Listing Document"	in relation to the Shares means the Information Memorandum and the financial statements detailed on page 3	
"Investment Adviser"	Stonehage Fleming Investment Management (Guernsey) Limited, a wholly owned subsidiary of Stonehage Fleming	
"Investment Advisory Agreement"	the Investment Advisory Agreement dated 28 September 2018 between the Company and the Investment Adviser	
"Net Asset Value"	the net asset value of the Company, determined in the manner defined in the Articles of Incorporation, as described on pages 26 to 28	
"Net Asset Value per Share"	the Net Asset Value of the Company divided by the number of Shares in issue	
"OECD"	the Organisation for Economic Cooperation and Development;	
"Official List"	the official list of TISE	
"PCC"	FF&P Venture Funds PCC Limited	
"Stonehage Fleming"	Stonehage Fleming Family & Partners Limited	
"Stonehage Fleming Group"	Stonehage Fleming and its subsidiaries for the time being	
"Shares"	Class A Shares and Class B Shares	TISE 13(a)
"Shareholders"	holders of Shares as appropriate	
"Sterling" or "£"	the lawful currency of the United Kingdom	
"Subsidiary"	FF&P Venture Funds Subsidiary Limited	
"TISE"	The International Stock Exchange	
"TISEA"	The International Stock Exchange Authority Limited	
"TVPI"	Total Value to Paid-in (ratio of distributed and undistributed portfolio value to original invested capital)	
"US dollars", "US\$", "\$" and "cents"	the lawful currency of the United States of America	
"Valuation Day"	the last Business Day in each calendar quarter (or such other day or days as the Directors may determine following consultation with the Administrator and as notified to Shareholders)	

DIRECTORS, ADMINISTRATION AND ADVISERSAPC 2.1, 2.2, 2.3
2.4, 2.5, 2.6, 2.7, 2.9
TISE 3**Directors of the Company**Richard Crowder (appointed 23/08/2018)
Rupert Evans (appointed 23/08/2018)
Ian Crosby (appointed 23/08/2018)**Registered Office**11 New Street,
St Peter Port,
Guernsey GY1 2PF.TISE 1
TISE 38**Investment Adviser of the Company**
Stonehage Fleming Investment Management**(Guernsey) Limited,**
11 New Street,
St Peter Port,
Guernsey GY1 2PF.**Investment Services Provider to the**
Company**Stonehage Fleming Investment Management Limited,**
15 Suffolk Street,
London, SW1Y 4HG.

TISEApp9B P3

Custodian and Banker to the Company
Butterfield Bank (Guernsey) Limited,Regency Court,
Glategny Esplanade,
St. Peter Port,
Guernsey GY1 3AP.**Administrator, Secretary and Registrar**
of the Company**Vistra Fund Services (Guernsey) Limited,**
11 New Street,
St Peter Port,
Guernsey GY1 2PF.**Legal Advisers***As to English law*
Morgan Lewis & Bockius UK LLP,
Condor House,
5-10 St Paul's Churchyard,
London EC4M 8AL.*As to Guernsey law*
Mourant Ozannes,
Royal Chambers,
St Julian's Avenue,
St. Peter Port,
Guernsey GYI 4HP.**Auditors to the Company**
PricewaterhouseCoopers CI LLP,Chartered Accountants,
Royal Bank Place,
1 Glategny Esplanade,
St. Peter Port,
Guernsey GYI 4ND.**Sponsor at The International Stock Exchange**
Vistra Fund Services (Guernsey) Limited,11 New Street,
St Peter Port,
Guernsey GY1 2PF.APC 2.8
TISE 4, App9B pt3**Market Maker at The International Stock**
Exchange**Ravenscroft Limited**
Level 5,
The Market Buildings,
Fountain Street,
St Peter Port,
Guernsey GY1 4JG.

KEY FEATURES

Key Features of the Company

- The Company has been established as a newly incorporated investment company domiciled in Guernsey.
- Consent was granted by the shareholders of the PCC at an extraordinary general meeting and separate class meetings of Cell I and Cell IV of the PCC held on 21 September 2018 whereby the Company was to acquire the shares of the Subsidiary that was owned by Cell I and Cell IV of the PCC in consideration for issuing new Shares to the existing shareholders of Cell I and Cell IV of the PCC at US\$1.00 per share. In the case of Cell I and Cell IV Shareholders whose current shares were partly paid, the Class A Shares and Class B Shares issued to such Cell I and Cell IV were issued partly paid such that the Cell I and Cell IV Shareholder's outstanding aggregate commitment was transferred to the Company. On 28 September 2018 the Company issued 434,316.94 partly paid Class A Shares and 86,789,467.38 partly paid Class B Shares at a price of USD 0.96035, a total of 87,223,784.32 partly paid shares leaving an uncalled commitment of 3,458,423.05 million shares. APC 1.4
TISE 11, 13(a)
13(b), 17(c)
- As at 28 September 2018, the transfer date, Cell I Portfolio II had generated a DPI of 1.5x and a TVPI of 1.97x invested capital and Cell IV had generated a DPI of 0.7x and a TVPI of 1.5x invested capital
- The investment objective of the Company is therefore to deliver increases in capital value to investors. Through the Subsidiary, the Company has a highly mature investment portfolio in pooled investment vehicles such as limited partnerships. By investing in such pooled investment vehicles, the Company aims to offer investors a diversified exposure to a broad spectrum of investment opportunities. The portfolio has funds with vintages ranging from 2007 to 2010, and is therefore generating meaningful levels of liquidity. The Company has already completed a distribution to investors during Q4 2018 of 7.5% of NAV at a price of USD 0.96035 per share leaving 401,743.66 partly paid Class A Shares and 80,280,350.32 partly paid Class B Shares in issue. The Investment Adviser expects further upside from some of the portfolio's key managers.
- The Investment Adviser has been appointed to provide certain investment related services to the Company and its investments and has delegated certain of these services to the Investment Services Provider.
- Shareholders have no right to redeem or to require the repurchase of Shares by the Company. APC 1.6, APC 4.4
- Application has been made for 401,743.66 Class A Shares and 80,280,350.32 Class B Shares to be listed on TISE by way of introduction and for the Shares to be traded on TISE. The NAV of the shares upon listing will be US\$0.96035 per share. No further shares will be issued following the initial listing of the Shares on the Exchange. Following the listing of the Shares it is not expected that there will be active secondary market in the Shares. In the event that a Shareholder wishes to sell his Shares, the Investment Adviser will endeavour to facilitate the sale of the Shares to persons who notify the Investment Adviser or the Company of an interest in acquiring Shares. However, there can be no guarantee that there will be demand for Shares and investors may not be able to realise their investments, or may only be able to sell at a price materially lower than Net Asset Value.
- As a result of this and the other matters described under "Risk Factors" on pages 11 to 17 below, investment in the Company is not suitable for investors who may wish to realise their investment at short notice.

THE COMPANY

Introduction

The Company is an investment company incorporated in Guernsey as a non-cellular company limited by shares on 23 August 2018.

TISE 5

Investment Objective

The investment objective of the Company is to deliver increases in capital value to investors, principally via investment in pooled investment vehicles such as limited partnerships.

APC 3.1

Investment Policy

The Company invests in a wide range of venture capital opportunities, principally via participation in a number of pooled investment vehicles, including US based limited partnerships. By investing in such pooled investment vehicles, the Company aims to offer investors a diversified exposure to a broad spectrum of opportunities including technology, venture, buyout, growth capital and mezzanine investments.

Any changes to the investment objective or policies of the Company are the responsibility of the Directors who may change the objective or policies accordingly. The Articles of Incorporation do not restrict the investment policy or the investment of the Company's assets. The Directors will not change the investment objective and policies of the Company for at least three years following the admission of the Shares to the Official List except in exceptional circumstances and with the sanction of a special resolution of Shareholders and the prior consent of TISEA.

APC 3.5

Investment Restrictions

The Company will adhere to the investment restrictions applicable to an investment company whose shares are listed on TISE for so long as its Shares are so listed. For this purpose and for other policy considerations the Company will not:

APC 3.2

- (a) invest in securities carrying unlimited liability;
- (b) buy or sell real estate or interests in real estate although it may purchase and sell securities which are secured by real estate and securities of companies which invest in or deal in real estate;
- (c) invest or lend more than 10 per cent of the assets of the Company in aggregate directly in physical commodities;
- (d) invest more than 20 per cent of the value of the gross assets held in respect of the Company in the securities of any one issuer (including the issuer's subsidiaries or affiliates) or expose more than 20 per cent of the value of the gross assets held in respect of the Company to the creditworthiness or solvency of any one counterparty (other than a government, government agency or instrumentality of an EU or OECD Member State or any supranational authority of which one or more EU or OECD Member States are members, or any other state approved for such purpose by TISEA), but this limit also does not apply to transactions effected with a counterparty which advances full collateral to the Company; or
- (e) take or seek to take legal or management control of the issuers of any of the underlying investments.

The Investment Adviser will monitor the investments of the Company to ensure that the above investment restrictions are not, directly or indirectly, breached. If any of the restrictions are breached, the Investment Adviser will advise the Directors accordingly and the Directors will take immediate corrective action. If the breach is due to appreciation, depreciation, changes in exchange rates, receipt of rights, bonuses, benefits in the nature of capital or any other action affecting every holder of an investment, or there is a breach of any other investment restriction, the Company will adopt as a priority objective the remedying of the situation, taking due account of the interests of Shareholders.

Subject to compliance with the investment restrictions described above, the Company may acquire any investment regardless of whether or not the investment is of investment grade, the issuer has a credit rating or the securities or other assets are listed or dealt in on a recognised or other stock exchange.

The Company is not restricted as to how much of its portfolio may be invested in cash or money market instruments, subject to the Company's adherence to the general principle of risk spreading. The Directors retain the flexibility to invest substantially in cash or money market instruments in circumstances where the Directors consider it to be in the best interests of the Company to do so. Money market instruments held by the Company will not be listed on a stock exchange.

The Company may invest through one or more wholly-owned investment vehicles if the Directors consider it appropriate to do so for fiscal, regulatory or other reasons. None of the investment restrictions apply to the Company's investment in any such intermediate holding vehicle.

The investment restrictions described above may be amended from time to time by the Directors if they deem it to be in the best interests of the Company. Shareholders will be notified of any such amendments prior to their implementation. In any event, no material alteration to the investment restrictions as set out above may be made in the period ending three years after the Shares have been admitted to TISE and without the sanction of an ordinary resolution of Shareholders. In addition, the Company will not amend the investment restrictions and will adhere to the general principle of risk spreading in its use of derivatives and other financial instruments for as long as the Shares are listed on TISE unless the prior consent of TISE has been obtained.

APC 3.3

For so long as Shares are listed on TISE and insofar as it is known to them, the Directors will furnish TISEA with the names and other relevant details of persons who, directly or indirectly, are interested in 10 per cent or more of the issued share capital attributable to the Company. Other than the Directors, there are currently no persons directly or indirectly interested in 10% or more of the nominal value of the Shares.

TISE 40

RISK FACTORS

Investment in the Company involves certain risks normally associated with investment in equity securities. Set out below are a list of the risk factors which have been identified as being most relevant to the Company. This list must not be taken to be comprehensive and there may be new risks that arise in the future which could not have been anticipated in advance. The list includes both risks that relate to the investment performance of the underlying holdings of a Company, as well as risks that relate to how a Company operates or is administered. The risks as set out below are not intended to be presented in any assumed order of priority.

Prospective investors should carefully consider the following factors in determining whether an investment in Shares is a suitable investment.

Restricted Liquidity in Shares

Shares carry no rights for the holder to require the Company to redeem or repurchase Shares, although the Directors have power to repurchase or require the transfer of Shares (see "Articles of Incorporation – *Compulsory Transfer, Repurchase and Redemption*" on pages 40 to 42).

In the event that a Shareholder wishes to sell his Shares, the Investment Adviser will endeavour to facilitate the sale of the Shares to persons who notify the Investment Adviser or the Company of an interest in purchasing Shares. However, there can be no guarantee that there will be demand for Shares and investors may not be able to realise their investments or may only be able to sell Shares at a price materially lower than their Net Asset Value. Following the listing of the Shares on TISE the Directors do not expect that an active secondary market will develop either in the short term, or in the future.

General Risks

As with any investment in equity securities, an investment in the Shares of the Company carries the risk of loss of capital. The value of a Share can go down as well as up and Shareholders may receive back less than the value of their initial investment and could lose some or all of the value of their investment.

Achieving and Maintaining Investment Objectives

The success of the Company will depend on the Investment Services Provider's and Investment Adviser's ability to advise on investments in accordance with the Company's investment objectives. This, in turn, will depend on the ability of the Investment Adviser and Investment Services Provider to provide their advisory services in a way which would enable the Directors to manage a number of investments in line with the investment policy. Achievement of the investment objectives will also depend, in part, on the ability of the Investment Adviser and Investment Services Provider to provide competent, attentive and efficient services to the Company under the terms of the relevant Investment Advisory Agreement and the Investment Services Agreement. There can be no assurance that the Investment Adviser and Investment Services Provider will be able to do so or that the Company will be able to continue to invest its assets on attractive terms or generate any investment returns for Shareholders or indeed avoid investment losses.

Changes in Laws

Legal and regulatory changes could occur that may adversely affect the Company and its investment operation. Changes in the regulation of investment companies may adversely affect the value of the Company's investments and the ability of the Company to successfully pursue its investment strategy in line with the investment policy.

Changes in Taxation

Any change in the Company's tax status, or in applicable taxation legislation, including in jurisdictions in which the Company's asset holding vehicles are resident, could affect the value of the investments held by the Company or the Company's ability to achieve its investment objectives or alter the after-tax returns to Shareholders. Statements in this Information Memorandum concerning the taxation of Shareholders are based upon current Guernsey and United Kingdom tax law and published practice, which law and practice is, in principle, subject to change (potentially with retrospective effect) that could adversely affect the ability of the Company to meet its investment objectives and which could adversely affect the taxation of Shareholders. Tax law in other jurisdictions and changes to that tax law may also affect the Company and its Shareholders.

Currency Risk

The Company may be exposed to the risk of currency fluctuations and the volatility of returns and potential losses which may result from such currency exposure. Fluctuations in exchange rates may affect the Company's investments, its asset holding vehicles, the value of their assets and securities, thereby affecting the value of the Company's portfolio. Whilst the Investment Adviser and Investment Services Provider may take steps to ensure that foreign exchange and credit lines are in place for the Company when needed, there can be no assurance that such foreign exchange and credit lines will be available when needed. In certain circumstances such currency hedging may be expensive, reduce returns or result in losses on the Company's investment portfolio.

Reliance on Service Providers

The Company has no employees and the Directors have all been appointed on a non-executive basis. The Company is therefore reliant upon the performance of third party service providers for its executive function. In particular, the Investment Adviser, Investment Services Provider, Administrator and Custodian will be performing services which are integral to the operation of the Company. Failure by any service provider to carry out its obligations to the Company in accordance with the terms of its appointment could have a materially detrimental impact on the operation of the Company and could affect the ability of the Company to meet its investment objectives.

Broad Investment Policy

The Directors have established broad investment policies and procedures, with substantial scope for discretion when selecting, acquiring and disposing of investments. Subject to the applicable laws and regulations, Shareholders will be unable to evaluate the economic merit of particular investments prior to their acquisition and similarly will be unable to evaluate the Company's strategy with respect to the disposal of its investments or the proposed terms of sale of any particular investment. This document only describes the parameters the Company, the Investment Adviser and the Investment Services Provider will use to identify and advise on potential investment opportunities in which the Company may decide to invest and the policies to be adopted in respect of the development and sale of those investments. While the Directors will periodically review the Investment Services Provider's and Investment Adviser's compliance with the Company's investment policy, investment strategy and investment process, it is generally not expected that they will be able to identify inconsistencies with respect to all investment or disposal decisions.

AIFM Directive

The AIFM Directive, as extended to the European Economic Area (the "EEA"), regulates the activities of certain managers of alternative investment funds ("AIFMs") undertaking management activities or marketing interests in alternative investment funds ("AIFs") to investors within the EEA and aims to establish common requirements governing the authorization and supervision of such AIFMs and their management and marketing activity within the EEA by imposing a range of obligations. The AIFM Directive currently regulates (i) AIFMs based in the EEA and (ii) the marketing in the EEA of any AIF, whether conducted by an EEA AIFM or a non-EEA AIFM. "Reverse solicitation", where an EEA investor approaches a non-EEA AIFM on its own initiative

regarding interests in a non-EEA AIF is outside the scope of the AIFM Directive and, broadly, remains permissible in EEA jurisdictions.

Investors should be aware that the Company will not qualify as an alternative investment fund or "AIF" under the AIFM Directive and the Investment Adviser cannot therefore qualify as the AIFM of the Company. Accordingly, in offering Shares and acting as Investment Adviser of the Company, the Investment Adviser will not be subject to the AIFM Directive or any provision made thereunder.

The Investment Adviser will continue to monitor the position and reserves the right to adopt such arrangements as deemed necessary or desirable to comply with the applicable requirements of the AIFM Directive.

MIFID II Directive

Directive 2014/61/EU on markets in financial instruments and Regulation 600/2014/EU on markets in financial instruments (collectively, "MIFID II") took effect in Member States of the European Union ("EU") on 3 January 2018. MIFID II forms the legal framework governing the requirements applicable to EU investment firms and trading venues and third-country firms providing investment services or activities in the EU. Generally, MIFID II is an example of legislative change driven by the EU authorities which impacts the risk-taking behaviour of financial institutions and other market participants not just directly in the EU but also indirectly globally. The extent to which MIFID II will have an indirect impact on markets and market participants outside the EU is unclear and yet to fully play out in practice. It will likely impact pricing, liquidity and transparency in most asset classes and certainly impact the research market. Neither the Company nor the Investment Adviser are subject to MIFID II. The Investment Adviser is not a MIFID II investment firm but does have permission from the FCA to conduct certain MIFID II investment services and in doing so will be subject to MIFID II. In addition, the FCA has applied certain MIFID II standards directly to non-MIFID II firms when conducting non-MIFID II business. Accordingly, it is difficult to predict the full impact of MIFID II on the Company, the Investment Adviser and the Investment Services Provider which may include an increase in the overall costs of entering into investments. Shareholders should be aware that the regulatory changes arising from MIFID II may in due course affect the Company's ability to adhere to its investment approach and achieve its investment objective.

United Kingdom Exit from the European Union (Brexit)

On June 23, 2016, the United Kingdom (the "UK") held a referendum on whether to remain a member state of the EU, in which voters favoured the UK's withdrawal from the EU. At this time, it is difficult to predict precisely how the UK's withdrawal from the EU will be implemented and what the economic, tax, fiscal, legal, regulatory and other implications will be for the private investment funds industry and for the Company and its investments specifically. Under the process for withdrawing from the EU contemplated in the Treaty on the Functioning of the European Union, the UK will remain a member state until a withdrawal agreement is entered into or, if later (and no extension is agreed), two years following notification of the UK's intention to withdraw from the EU. In March 2017, the UK formally notified the European Council of its intention to leave. As a consequence, it is likely that the UK will remain a member state subject to EU law with privileges to provide services under the single market directives at least until March 2019, potentially for longer. However, given the size and importance of the UK's economy, uncertainty or unpredictability about its legal, political and/or economic relationships with Europe is now, and may continue to be for the foreseeable future (including beyond the date of the UK's withdrawal from the EU), a source of instability, significant currency fluctuations and/or other adverse effects on international markets, international trade agreements and/or other existing cross-border cooperation arrangements (whether economic, tax, fiscal, legal, regulatory or otherwise). In addition, the outcome of the UK referendum could have a destabilizing effect in which other member states may consider withdrawing from the EU. The decision for any other member state to withdraw from the EU could exacerbate such uncertainty and instability and may present similar and/or additional potential risks and consequences for the Company, its investments, and its ability to fulfil its investment objectives.

Under the political (but not yet legally binding) Withdrawal Agreement between the UK and EU reached in March 2018, whilst the UK will cease to be an EU member on 29 March 2019, from 30 March 2019 to 31 December 2020, UK would operate in "standstill transition" continuing in the Single Market as a rule-taker but able to negotiate/sign trade deals with non-EU countries. Under that agreement it is therefore envisaged that the UK's future trading relationship with EU 27 including in relation to cross-border financial services will begin on 1 January 2021.

In July 2018 the UK Government published its Brexit White Paper "The Future Relationship between the United Kingdom and the European Union", its vision for how it sees future UK-EU relations working and will now be seeing if the EU agrees. UK Government concedes that post-Brexit the UK and EU will no longer have current levels of access to each other's markets and that any new arrangements will not replicate the EU passporting regimes, as they are "intrinsic to the Single Market, of which UK will no longer be a member".

UK Government have in mind a new arrangement that covers a broader range of cross-border activities reflecting global business models and the high degree of economic integration. It is suggested that the reference to global business models is intended to reflect the unique status of London as Europe's financial centre and its status, alongside New York, as one of the world's two leading financial centres. The new arrangement, already dubbed "equivalence plus" would be based on the principle of autonomy for each of UK and EU over decisions regarding access to its market, while ensuring structures are in place to ensure decisions by each party are implemented in line with processes including a mechanism for addressing formal disputes.

Foreign Account Tax Compliance Act ("FATCA")

On 13 December 2013 the Chief Minister of Guernsey signed an intergovernmental agreement with the United States ("U.S.-Guernsey IGA") regarding the implementation of FATCA. Under FATCA and legislation enacted in Guernsey to implement the U.S.-Guernsey IGA, certain disclosure requirements will be imposed in respect of certain Shareholders who are, or are entities that are controlled by one or more natural persons who are, residents or citizens of the United States, unless a relevant exemption applies. Certain due diligence obligations will also be imposed. Where applicable, information that will need to be disclosed will include certain information about Shareholders, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Company. The Company will be required to report this information each year in the prescribed format and manner as per local guidance.

Under the terms of the U.S.-Guernsey IGA, Guernsey resident financial institutions that comply with the requirements of Guernsey's domestic legislation to report certain information to the Guernsey tax authorities will be treated as compliant with FATCA and, as a result, should not be subject to FATCA withholding on payments they receive and should not be required to withhold under FATCA on payments they make. If the Company does not comply with these obligations, it may be subject to a FATCA deduction on certain payments to it of U.S. source income (including interest and dividends) and (from 1 January 2019) and proceeds from the sale of property that could give rise to U.S. source interest or dividends and from the later of 1 January 2019 or the date of publication of certain final regulations) a portion of non-US source payments from certain non-US financial institutions to the extent attributable to US source payments. The U.S.-Guernsey IGA is implemented through Guernsey's domestic legislation in accordance with guidance that is published in draft form.

An investor who fails to provide information requested by the Company in order to comply with FATCA may be subject to the 30 per cent withholding tax with respect to its share of any payments attributable to actual and deemed US investments of the Company and the Directors may take any action in relation to an investor's Shares or redemption proceeds to ensure that such withholding is economically borne by the relevant investor whose failure to provide the necessary information gave rise to the withholdings. Shareholders should consult their own tax advisers regarding the possible implications of this legislation on their investments in the Company.

Common Reporting Standard

More than 100 jurisdictions have signed a multilateral agreement to automatically exchange information under the CRS. Under the CRS, a wide range of personal and financial information will be automatically exchanged between participating countries. It is expected that financial institutions with operations in participating countries will be required to report and apply the relevant identification procedures to exchange information on residents of several countries in accordance with the CRS. Shareholders should consult their own tax advisors regarding the possible implications of the CRS on their participation in the Company.

Market Risk Generally

Market risk is risk associated with changes in market prices or rates. There are certain general market conditions in which any investment strategy is unlikely to be profitable. The Investment Adviser and Investment Services Provider do not have the ability to control or predict such market conditions.

General economic and market conditions, such as currencies, interest rates, availability of credit, inflation rates, economic uncertainty, changes in laws, trade barriers, currency exchange controls and national and international political circumstances may affect the price level, volatility and liquidity of securities prices and result in losses in the value of the Company's assets.

Credit Risk

The Company may invest in fixed income securities issued by companies which are exposed to risk of default in repayment of the capital provided to the borrower or interest payments due to the creditors. The amount of credit risk is measured by the issuer's credit rating which may be assigned by one or more independent rating agencies. This does not amount to a guarantee of the issuer's creditworthiness but provides a strong indicator of the likelihood of default. Securities which have a lower credit rating are generally considered to have a higher credit risk and a greater possibility of default than more highly rated securities. Companies often issue securities which are ranked in order of seniority which in the event of default would be reflected in the priority in which investors might be paid back. The "downgrading" of a rated debt security or adverse publicity and investor perception, which may not be based on fundamental analysis, could decrease the value and liquidity of the security, particularly in a thinly traded market. Non-investment grade debt may be highly leveraged and carry a greater risk of default.

Unlisted Securities

The Company may invest in unlisted securities and non-investment grade bonds. These securities have a lower credit rating or no credit rating at all and therefore carry an increased risk of default. In addition, it is likely that unlisted securities will be more difficult to liquidate and their value could decrease more than listed securities as a result of this lack of liquidity.

Counterparty risk

Investments made by the Company may not be regulated by the rules of any stock exchange or investment exchange or other regulatory body or authority. The counterparties to such investments may have no obligation to make markets in such investments and may have the ability to apply essentially discretionary margin and credit requirements. Furthermore, the Company will be subject to the risk of bankruptcy of, or the inability or refusal to perform with respect to such investments by, the counterparties with which they deal.

Geopolitical risk

The Company may invest in markets that have been created to achieve specific policy objectives and where the connection to policy development carries considerable risks. The value of such investments could be adversely affected by abrogation of international agreements and national laws, failure of the designated national and international authorities to enforce compliance with the same laws and agreements, failure of local, national and international organisation to carry out their duties

prescribed to them under the relevant agreements, revisions of these laws and agreements which dilute their effectiveness or conflicting interpretation of provisions of the same laws and agreements.

The Company may be adversely affected by uncertainties such as terrorism, international political developments, changes in government policies, taxation, restrictions on foreign investment and currency repatriation, currency fluctuations and other developments in the laws and regulations of the countries in which it is invested.

Sophisticated and Professional Investors

Whilst investment in the Company can offer the potential for higher than average returns it also involves a correspondingly higher degree of risk and is only considered appropriate for sophisticated or professional investors who can afford to take that risk, which may include the risk of the loss of the entire investment. The sophisticated or professional investor must have such knowledge and experience in financial and business matters and be capable of evaluating such merits and risks. Each investor represents, as part of his application for Shares, that he satisfies these criteria and that he is acquiring the Shares for investment.

Exchange Rate Risk

Any investor who anticipates a return in a currency other than the currency their Shares are denominated in will bear the risk of an adverse change in the exchange rate between the currency their Shares are denominated in and that other currency and any resultant reduction in the value of this investment when denominated in that other currency.

Investment in Private Companies

The success of investments in private companies is subject to the risks related to (i) the ability of the Investment Adviser and Investment Services Provider to identify and to advise on investments in quality companies, (ii) the ability of the management of the respective companies to maintain and develop successful business enterprises, (iii) general economic conditions and (iv) the ability to liquidate investments. The entities in which the Company invests may either be unregulated or operate without regulation of the type applicable to such entities in London and New York.

Investment in Collective Investment Schemes

The Company is invested in collective investment vehicles managed by third parties, in which event the Company will bear the fees and expenses incurred by the vehicles that are attributable to the Company's holding and these will be in addition to the direct fees and expenses described in the document. Such vehicles may pay performance fees that entitle the managers to a percentage of any gains in the value of the vehicle's portfolio.

Valuations by Collective Investment Vehicles

Where the Company invests in collective investment schemes the Company will generally value its holding on the basis of the estimates and valuations provided by the managers of such vehicles and will not further review or investigate such values even where the manager follows different valuation and accounting policies to the Company. Accordingly, the Net Asset Value may differ from the value that would result from an application of International Financial Reporting Standards "fair value" accounting policies.

Lack of Liquidity of Portfolio Investments

The Company's investments may be illiquid and subject to legal and other restrictions on transfer. There can be no assurances that the Company will be able to liquidate a particular interest at the time and on the terms it desires.

Prospective investors are not to construe the contents of this Information Memorandum as tax or legal advice. Prior to offering to acquire Shares, a prospective investor should consult

with its own legal, business and tax advisers to determine the appropriateness and consequences of an investment in the Company.

The risks inherent in investment in the Company are greater than those typically encountered in investing in collective investment vehicles whose securities are traded or listed on a recognized stock market or exchange. An investment in the Company is only suitable for experienced investors who appreciate the risks involved, which may include the loss of their entire investment. Investment is not suitable for investors who may wish to realise their investment at short notice.

MANAGEMENT AND ADMINISTRATION

TISE 36

Directors

The Directors of the Company since its incorporation are as follows:

Richard Crowder (British) holds a range of directorships and consultancy appointments. Having worked as an investment manager with Ivory & Sime in Edinburgh and as a head of investment research with W.I. Carr in the Far East, he undertook a wide range of responsibilities for Schroders in London and the Far East, culminating in the role of Investment Adviser Director for Schroder's Singapore associate. Having then worked as Chairman of Smith New Court Far East and a director of Smith New Court plc, Richard Crowder was the founding Managing Director of Schroders' Channel Islands subsidiary from 1991 until he became a non-executive Director in 2000. He is a member of the Securities Institute and he resides in Guernsey.

Rupert Evans (British) is a Guernsey advocate and was a partner in the firm of Mourant Ozannes from 1982 until the end of 2003. He is now a consultant to Mourant Ozannes. Mr. Evans is a resident of Guernsey and is also a non-executive director of a number of other investment companies.

Ian Crosby (British) is a Stonehage Fleming Group Partner and Chairman of Stonehage Fleming Jersey and heads up the Group's Risk, Group Legal and Corporate Services operations. He chairs several family offices, is a director/chairman of a number of mutual funds, fund advisory and investment boards and committees and acts as trustee on a number of family trusts. He has been the President of the Jersey Association of Trust Companies since 2014 and holds senior industry leadership positions on a number of government and industry bodies and consultative committees. He has been a Group Partner and key member of the Group's leadership team since 1995, after working for the previous 5 years as a managing director and Legal Counsel of a subsequently acquired financial services business. He has Bachelor of Commerce and LLB (Law) degrees.

The business address of all the Directors for the purposes of the Company is 11 New Street, St Peter Port, Guernsey GY1 2PF.

The Directors are responsible for the overall investment policy, objective and management of the Company and for its administration. All the Directors are non-executive and no Director has any service agreement with the Company.

No Director has:

- (a) any unspent convictions in relation to indictable offences; or
- (b) been bankrupt or the subject of an involuntary arrangement, or has had a receiver appointed to any asset of such Director; or
- (c) been a director of any company which, while he was a director with an executive function or within 12 months after he ceased to be a director with an executive function, had a receiver appointed or went into compulsory liquidation, creditors voluntary liquidation, administration or company voluntary arrangements, or made any composition or arrangements with its creditors generally or with any class of its creditors; or
- (d) been a partner of any partnership, which while he was a partner or within 12 months after he ceased to be a partner, went into compulsory liquidation, administration or partnership voluntary arrangement, or had a receiver appointed to any partnership asset; or
- (e) had any public criticism by statutory or regulatory authorities (including recognised professional bodies); or

- (f) been disqualified by a court from acting as a director or from acting in the management or conduct of affairs of any company.

Stonehage Fleming Family & Partners Limited

Stonehage Fleming is a holding company of a diversified financial services group. It is incorporated in England and Wales. The Stonehage Fleming Group's activities — which are transacted through a number of subsidiary companies, which include the Investment Adviser and the Investment Services Provider — include asset management, trust services, direct investment and advisory work.

Investment Adviser

Pursuant to the Investment Advisory Agreement, the Investment Adviser, a wholly-owned subsidiary of Stonehage Fleming based in Guernsey, is responsible for advising the Board on the management, investment and re-investment of the cash, securities and other property comprising the assets of the Company subject to the overall investment policy and direction of the Directors of the Company and any instructions given to it by the Directors from time to time. In addition, the Investment Adviser is responsible for conducting the day-to-day administration, correspondence and business of the Company subject to the overall direction and in accordance with the instructions of the Directors, although it has delegated the performance of these functions to the Administrator.

The Investment Adviser was incorporated in Guernsey on 4 December 2001, as a non-cellular company limited by shares and its registered office is as shown on page 7. The directors of the Investment Adviser are Rupert Evans, Seán O'Sullivan and Ian Crosby.

Further details of the Investment Advisory Agreement are set out in paragraph (c) under "Material Contracts" on pages 51 and 52 of this Information Memorandum.

Investment Services Provider

The Investment Services Provider, whose registered office is 15 Suffolk Street, London SW1Y 4HG, is a private limited company with issued share capital of 1,250,000.00 ordinary shares of £1 each fully paid. It was incorporated in England on 5 July 2000. The Investment Services Provider is a member of the Stonehage Fleming Family & Partners Group and is regulated by The Financial Conduct Authority (FCA), 25, The North Colonnade, Canary Wharf, London, E14 5HS. It had £7.1bn billion in assets under management as at 31 December 2017.

The Investment Adviser has delegated certain services to the Investment Services Provider pursuant to the Investment Services Agreement. In carrying out its activities for the Company, the Investment Services Provider is subject to the authority and overall supervision of the Investment Adviser and the Directors. Further details of the Investment Services Agreement are set out in paragraph (d) under "Material Contracts" on page 52 of this Information Memorandum.

Administrator, Secretary, Registrar and Listing Sponsor

Pursuant to the Administration Agreement, the Administrator agrees to act as the administrator, secretary, registrar and listing sponsor of the Company and also to provide certain services including much of the day-to-day administration of the Company. The Administrator is licensed by the GFSC to provide administrative and other services to collective investment schemes and other investment vehicles. It is responsible for maintaining the Company's books and records, drawing up the accounts of the Company, maintaining the Company's registered office and receiving all applications and other correspondence on behalf of the Company. It is also responsible for calculating the Net Asset Value and acting as the Company's agent in relation to the issue of Shares. The Administrator is a listing member of TISE.

TISE37

Further details of the Administration Agreement are set out in paragraph (a) under "Material Contracts" on page 51 of this Information Memorandum.

Custodian

Pursuant to the Custodian Agreement, the Custodian acts as custodian of the investments attributable to the Company.

The Custodian was incorporated with limited liability in Guernsey on 26 July 1989. The Custodian is a bank licensed by the GFSC under the provisions of the Banking Supervision (Bailiwick of Guernsey) Law, 1994 and is also licensed to engage in certain investment activities, including acting as custodian of investments, in relation to collective investment schemes and general securities. The Custodian had an issued and fully paid-up share capital of £55 million and had £4.32 billion in assets under custody as at 31 December 2017. The principal activities of the Custodian include the provision of banking, safe-custody and trustee services to private and corporate clients. The ultimate holding company of the Custodian is The Bank of N.T. Butterfield & Son Limited, a company incorporated in Bermuda.

Under the Custodian Agreement, the Custodian is responsible for the safe custody of the assets of the Company and the collection of dividends and interest on the Company's behalf. The assets of the Company placed under the management of external managers will remain under the custody of the Custodian or sub-custodians, agents or delegates appointed by the Custodian. No investment will be placed with external managers unless the Directors are satisfied that the assets placed with those external managers are held in such a manner as to protect the Company from the insolvency of the manager or the custodian of the scheme and that adequate custodial arrangements are in place.

Further details of the Custodian Agreement are set out in paragraph (b) under "Material Contracts" on page 51 of this Information Memorandum.

Fees and Expenses

APC 11.6

The Company

The Company is responsible for the fees of the Administrator and the Custodian (as referred to below) and all the expenses incurred in the operation of the Company including, but not limited to, legal and professional expenses, audit fees, public relations fees, fees for listing the Shares on TISE, the costs of advertising the Net Asset Value, printing and distribution expenses, including costs of producing certificates of ownership and the half-yearly and annual accounts, expenses of holding shareholders' and Directors' meetings, taxes, printing, posting and dispatching of share certificates.

Directors

Each of the Directors is entitled to receive a fee from the Company at such rate as may be determined in accordance with the Articles of Incorporation (the relevant provisions of which are summarised on page 46 below in the section headed "Articles of Incorporation – *Remuneration of Directors*"). The current level of fees is £15,000 per annum for each Director save for the Chairman, who is entitled to receive £20,000 per annum. The Directors are also entitled to be reimbursed for travelling, hotel and other expenses incurred by them in the course of their duties relating to the Company.

APC 10.1, 11.4
TISE 41, 42

Formation

The fee for the formation of the Company, its application for authorisation and for the listing of its shares is circa US\$16,000.

APC 11.5
TISE 20

*Administrator, Custodian, Investment Adviser and Investment Services Provider**Investment Adviser*APC 2.5, 11.1, 11.2,
11.3

The Investment Adviser is entitled, for its services as adviser, to receive an annual fee equal to 1.8 per cent. of the Net Asset Value, is calculated as of the last Business Day of each quarter and is payable quarterly in arrears. The Investment Adviser is also entitled to be reimbursed for all reasonable out-of-pocket expenses properly incurred in the performance of its duties except that the Investment Adviser is responsible for the fees of the Investment Services Provider.

Administrator

Under the Administration Agreement, the Company has agreed to pay or procure to be paid to the Administrator, for its services as administrator, secretary and registrar, an annual fee of 0.125 per cent. of the Net Asset Value up to \$75,000,000 and then 0.10 per cent or 10.0 basis points of the Net Asset Value in excess of \$75,000,000 (subject to a minimum of US\$60,000 per annum). The fee is calculated as of the last Business Day of each quarter and is payable quarterly in arrears. The Administrator is also entitled to reimbursement of reasonable out-of-pocket expenses properly incurred in providing administration services.

Custodian

Under the Custodian Agreement, the Company is to pay or procure to be paid to the Custodian, for its services as custodian, an annual fee of 0.05 per cent. of the Net Asset Value (subject to a minimum of US\$5,000 per annum). This fee is calculated as of the last Business Day of each quarter and is payable quarterly in arrears. The Custodian is also entitled to reimbursement of reasonable out-of-pocket expenses properly incurred in providing custodian services.

Issue of Shares

APC 11.6

Save as set out on pages 38 and 39. There are no costs, charges and expenses payable in respect of the issue of Shares.

Borrowing

Under the Articles of Incorporation, the Company has the power to borrow directly or indirectly via the Subsidiary or otherwise up to an amount set out in its listing or other offering documents issued by the Company from time to time. This Information Memorandum establishes that limit as equal to 25 per cent of the Net Asset Value. The Directors expect that any borrowings will be incurred mainly on a short term basis.

APC 3.4
TISE 6(c)**Conflicts of Interest**

The Company, the Investment Adviser and the Investment Services Provider may place orders and otherwise transact business with or through any company within the Stonehage Fleming Group or any subsidiary or affiliate of the Custodian. In addition, any cash of the Company may be deposited with the Custodian or any subsidiary or affiliate of the Custodian or invested in certificates of deposit or banking instruments issued by any such company. Banking and similar transactions may also be undertaken with or through any such company.

There will be no obligation on the part of the Investment Adviser, the Investment Services Provider or any other company within the Stonehage Fleming Group, or any subsidiary or affiliate of the Custodian, to account to the Company or Shareholders for any benefits so arising and any such benefits may be retained by the relevant party provided that such transactions are carried out as if effected on normal commercial terms negotiated at arm's length and are consistent with the best interests of Shareholders and:

- (a) a certified valuation of such transaction by a person approved by the Custodian as being independent and competent has been obtained; or

- (b) such transaction has been executed on best terms on an organised investment exchange in accordance with the rules of such investment exchange; or
- (c) where compliance with (a) or (b) is not practical, such transaction has been executed on terms which the Custodian is satisfied conform with the principle that such transactions be carried out as if effected on normal commercial terms negotiated at arm's length and are consistent with the best interests of Shareholders.

Any company within the Stonehage Fleming Group may deal in Shares as principal or on an agency cross basis and retain any benefits so arising.

The Investment Adviser and Investment Services Provider may, in the course of their respective businesses, have conflicts of interests with the Company. Should a conflict of interest actually arise, the Directors, the Investment Adviser and the Investment Services Provider will use their best endeavours to ensure that it is resolved fairly.

In advising their clients of investment opportunities, the Investment Adviser and the Investment Services Provider will at all times act in the best interests of their clients (including the Company) and will advise their clients of investment opportunities in a manner they consider fair and reasonable.

Other than as disclosed herein, the Directors are not aware of any other interests that are required to be disclosed under Guernsey law or regulation.

Neither the Investment Adviser nor the Investment Services Provider may enter into soft commission arrangements.

Certain interests of the Directors are set out under "Directors' and Other Interests" on pages 50 and 51, and the Articles of Incorporation of the Company specify circumstances in which a Director may or may not vote in relation to a matter in which he may be interested, as described in the section "Articles of Incorporation" on pages 46 to 48.

A Director may own Shares, but there is no requirement that he or she does so.

Certain clients of the Investment Services Provider hold Shares through a nominee of the Investment Services Provider. The Investment Services Provider acts as manager of these clients pursuant to a discretionary management mandate. The fees of the Investment Services Provider in respect of such appointment are as agreed between the Investment Services Provider and the client.

Dividend Policy

The Company does not expect to pay dividends but may do so to the extent that interest and dividend income exceed costs and to the extent that the payment of such a dividend is not precluded by the existence of capital losses, and otherwise in accordance with applicable law and regulation. Any excess of costs over income will be met from capital. Income not distributed and proceeds from realisations will be reinvested and thus reflected in the Net Asset Value. Any dividends paid will only be paid in line with the policy of TISEA and Guernsey law.

TISE 12(a)(ii)
TISE 9
APC9,1, APC 9.2

Subject to the requirements of the Companies Law, the Company may offer to repurchase Shares as a means of returning capital to Shareholders.

Publication of Net Asset Value

The Net Asset Value per Share will be calculated by the Administrator quarterly, as described on pages 26 to 28 below, will be notified to TISEA without delay and will be available on request from the Administrator.

TISE 17
APC 7.4

OPERATION OF THE COMPANY

Shares

Class A Shares and Class B Shares

The Company issues two Classes of Share: Class A Shares and Class B Shares. Both Classes of Shares shall have identical rights save that at any meeting of the members of the Company where a resolution is proposed in respect of which both holders of Class A Shares and Class B Shares are entitled to vote, the total number of votes that may be cast by holders of Class A Shares shall equal, notwithstanding the number of Class A shares in issue, 35 percent of the total votes which are cast by the holders of the Class A Shares and Class B Shares.

APC 8.2, APC8.3
TISE12(a)(i)
TISE 12(c)

While an investor may apply for Class A Shares or Class B Shares, no Shareholder together with any associate shall be entitled to hold more than 5 percent of Class A Shares in issue at any time. Subject to the provisions of the Companies Law, the Company has the power to convert one or more Class A Shares into the same number of Class B Shares, and to convert one or more Class B Shares into the same number of Class A Shares at any time if the Directors reasonably believe that it could be to the pecuniary or other advantage of the members to do so, including expressly, without limitation, in the case where a holder of Class A Shares, together with any associate, might otherwise hold either more than 5 percent of any Class A Shares or any Class B Shares.

APC 6.1
TISE 7.3(2)(a)(vii)

The Company has been advised that a consequence of the voting rights being structured in this way is that the Company should not be a company which, had it been resident in the United Kingdom, would be a "close company" for UK taxation purposes.

Future Issues

The Articles of Incorporation permit the Company to issue Shares attributable on such terms as the Board may decide at any time. Once Shares have been issued, further Shares may be issued at the discretion of Directors at any time. The Board has decided that no further Shares will be available for subscription so no application will be accepted at this time.

If issued, applications for further Shares should be made on the application form that will be provided by the Administrator at that time and sent to the Company, c/o the Administrator at the Administrator's address. Such applications and any other supporting information and declarations required by the Company, together with cleared funds, must be received by 5.00pm in Guernsey on the Business Day preceding the Dealing Day. Applications may, at the discretion of the Company, be made by fax, email, pdf, or in writing or by such other method as the Company or the Administrator, in its discretion may accept, with originals to follow, identifying the Company. Settlement for subscriptions shall be made in accordance with the procedures set out in the application form.

If issued, Shares will not be issued at a price lower than the price calculated by:

- (a) determining the Net Asset Value of the Company (in the manner described under the heading "Calculation of Net Asset Value" on pages 26 to 28 at the relevant time), and adding thereto such sum as the Directors consider represents the appropriate provision for duties and charges which would be incurred on the assumption that all the investments held by the Company at the relevant time were to be purchased by the Company (and, if an equalization account is in operation, allowing for an appropriate equalisation amount);
- (b) dividing the resulting sum by the number of Shares in issue or deemed to be in issue at the relevant time;
- (c) adding to the resulting amount an amount not exceeding 5 per cent in respect of commission payable to the Investment Adviser; and
- (d) rounding up the resulting amount to the nearest cent or corresponding unit of currency.

Units of the same class may not be issued at a price which is less than the net asset value per unit of that class unless authorised by a majority of unitholders of that class OR offered first on a pro-rata basis to those unitholders.

TISE
LR7.3(2)
(a)(x)

Under the Articles of Incorporation, Shares may not be issued at a time when the calculation of the Net Asset Value has been suspended (see "Calculation of Net Asset Value" below).

The Company has agreed that a commission of up to 5 per cent may be payable to the Investment Adviser in respect of any issue of Shares. The Investment Adviser may in its absolute discretion waive such commission, either in whole or in part.

The Articles of Incorporation permit the Directors to issue Shares in consideration for the transfer to the Company of investments approved by the Directors, provided the Directors are satisfied that the terms of any such exchange will not result in any material prejudice to existing Shareholders.

The calculation of Net Asset Value takes place, where the Company holds an interest in a collective investment scheme (such as a limited partnership) managed by a third party, on the basis of the valuation of that interest based on Net Asset Value data provided by that third party. In many cases the Net Asset Value data only becomes available to the Investment Adviser a significant time after the relevant Valuation Day, typically three months or more where the vehicle invests in private and unlisted equities. As a consequence the Net Asset Value per Share can only be calculated by the Administrator after that date – and thus will not become available until the third week of the fourth month after the Valuation Day.

TISE13(d)

It follows that the subscription price for Shares – and the number of Shares to be issued in respect of any amount subscribed – cannot be calculated until the relevant Net Asset Value per Share has been calculated.

Accordingly, the Company will, where relevant, issue the number of Shares, in response to a valid subscription and as soon as practical after the relevant Valuation Day, equivalent to 90 per cent of the Shares that would be issued based on the then latest published Net Asset Value per Share. The subscription monies will become the property of the Company from the moment the subscription is accepted and may be used for investments and the balance of the Shares subscribed for will be issued as soon as practical after the Net Asset Value per Share on the relevant Valuation Day is known.

The terms of subscription include an undertaking by the applicant that, if, for whatever reason, the number of Shares initially issued is greater than the number of Shares that fall to be issued once the Net Asset Value per Share on the relevant Valuation Day is known, then the Shareholder will immediately transfer the number of Shares representing such excess to the Company for no monetary consideration. For its part the Company undertakes to cancel any such Shares as soon as practical after receipt of the relevant transfer documents.

Proof of Identity

Measures aimed towards prevention of money laundering may require a subscriber to verify his/her/its identity to the Company.

It is a term of the issue of Shares that, in order to ensure compliance with the Criminal Justice (Proceeds of Crime) (Bailiwick of Guernsey) Law, 1999 and its associated regulations (the "1999 Law"), the Administrator may require verification of the identity of the person by whom or on whose behalf an application form is lodged with payment (which requirements are referred to below as the "verification of identity requirements"). The person(s) the ("applicant") who, by lodging an application form as described above, applies for the allocation to him of Shares shall thereby be deemed to agree to provide the Administrator with such information and other evidence as it may require in order to satisfy the verification of identity requirements and to permit the Administrator to make such enquiries of third parties as they may consider necessary to meet the requirements of the 1999 Law.

The Administrator is entitled in its absolute discretion to determine whether the verification of identity requirements apply to any applicant and whether such requirements have been satisfied. Neither the Administrator nor its employees or agents will be liable to any person for any loss suffered as a result of the exercise of any such discretion.

Return of an application form with the appropriate payment will constitute a warranty from the applicant that the 1999 Law will not be breached by acceptance of such payment. If the verification of identity requirements apply, failure to provide the necessary evidence of identity will result in such acceptance being treated as invalid.

The Administrator will notify applicants if proof of identity is required. By way of example, an individual will be required to produce a copy of a passport or identification card duly certified by a public authority such as a qualified accountant, notary public, the police or the British Ambassador in their country of residence, together with evidence of their address such as a utility bill or bank statement less than 3 months old. In the case of corporate applicants this will require production of a certified copy of the certificate of incorporation (and any change of name), memorandum and articles of association (or equivalent) and the names and addresses of all directors and beneficial owners. Applicants may be asked for additional information in order to complete the verification requirements.

Currency Conversion

Investors applying for Shares may make payment in any major currency. Where payment is made in a currency which is different from the currency in which the Shares applied for are denominated the Administrator will normally be willing to arrange the currency conversion as the agent of and at the expense and risk of the investor (without responsibility as regards the Company).

Certificates

Shares will be issued in registered form. The title to Shares is evidenced by entries on a register of holders but it is not intended that share certificates will be issued to registered holders.

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This document is not an “approved prospectus” or prospectus equivalent for the purposes of the Financial Services and Markets Act 2000. Accordingly, Shares may not be offered or sold to persons in the United Kingdom except to persons who are qualified investors within the meaning of section 86 of the Financial Services and Markets Act 2000 or otherwise in circumstances that do not require the publication by the Company of an approved prospectus in the United Kingdom pursuant to section 85 of the Financial Services and Markets Act 2000.

The Shares have not been and will not be registered under the 1933 Act or the securities laws of any state or other political subdivision of the United States, and the Company has not been registered under the Investment Company Act. Accordingly, except in certain transactions that do not, and do not cause the Company to, violate such Acts and such state or other securities laws, the Shares may not be offered, sold, transferred or delivered, directly or indirectly, in the United States or to or for the account or benefit of US persons (as defined in Regulations S under the 1933 Act).

No action has been or will be taken by the Company that would permit a public offering of the Shares or the possession or distribution of this Information Memorandum or any other information relating to the Shares or the Company in any country or jurisdiction where action for that purpose is required except that application has been made to, and accepted by, TISEA for the Shares to be admitted to the Official List of TISE.

Transfer of Shares

Any Shareholder may transfer all or any of his Shares by an instrument of transfer in any usual or common form in use in Guernsey, or in such other form as the Directors may allow. The instrument of transfer must state the full name and address (and, if required by the Directors, the nationality) of the transferor and transferee, must be signed by or on behalf of the transferor and in the

case of partly paid shares by the transferee also and must be dated on the date on which it is executed. The transferor is deemed to remain the holder of the Shares until the transferee's name is entered in the register. All instruments of transfer, when registered, may be retained by the Company.

The Directors may in their absolute discretion and without giving a reason, refuse to register a transfer of any share which is not fully paid or on which the Company has a lien, provided, in the case of a listed share that this would not prevent dealings in the share from taking place on an open and proper basis. In addition, the Directors may refuse to register a transfer of shares which is prohibited by a direction notice given by the Board in accordance with Article 20(3) of the Articles and may also refuse to register a transfer of shares unless:-

- (a) as a result of the transfer, the transferee or transferor would hold less than the minimum holding of Shares specified for the class concerned;
- (b) the form of transfer together with the relevant share certificate, if any, or other evidence of title is not deposited at the Registered Office or such other place as the Directors may reasonably require;
- (c) the form of transfer relates to more than one class of Shares;
- (d) the proposed transfer is in favour of more than four persons;
- (e) the shares are not fully paid;
- (f) the transfer would result in legal, regulatory, pecuniary, taxation or material administrative disadvantage to the Company or each or any one of the class funds or its shareholders as a whole; or
- (g) the transferee is not a qualified holder.

If the Directors decline to register a transfer they must, within two months after the date on which the instrument of transfer was lodged, send to the transferor and proposed transferee notice of the refusal.

No fee shall be payable to the Company in respect of the registration of any transfer, probate, letters of administration, certificate of marriage or death, power of attorney, instruction or other document relating to or affecting the title to any shares.

The registration of transfers may be suspended at such times and for such period (not exceeding more than 30 days in any year) as the Directors may from time to time determine.

Shares may not be held directly or beneficially by (i) a US person other than pursuant to an exemption available under the 1933 Act and any other relevant securities laws of the United States; (ii) any person whose holding of Shares would or might result in the Company having more than 80 beneficial owners of Shares who are US persons; (iii) any person whose holding would require the Company to register as an "investment company" under the Investment Company Act; (iv) any person whose holding might cause or be likely to cause the assets of the Company to be considered "plan assets" within the meaning of the regulations adopted under the United States Employee Retirement Income Security Act 1974, as amended; (v) subject to certain qualifications, a "benefit plan investor" as defined in the Regulations of the US Department of Labor; (vi) any person in breach of any law or any applicable money laundering regulations; (vii) any person in circumstances which (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other person or persons connected or not, or any other circumstances appearing to the Directors to be relevant), in the opinion of the Directors, might cause or be likely to cause the Company or Shareholders some legal, regulatory, pecuniary, tax or material administrative disadvantage. In this connection the Directors may reject any subscription for Shares by, or transfer of Shares to, any person within one of the above categories. The Directors may in addition require the compulsory transfer or repurchase of Shares held by a person in one of the above categories.

In order to ensure compliance with the foregoing restrictions on transfers of Shares, all Shareholders will be required to agree in their respective application forms to abide by those restrictions. No purported transfer of Shares will be effective, and no transfer will be entered into the Company's register of members, unless the applicable restrictions have been satisfied.

Calculation of Net Asset Value

The Net Asset Value per Share is calculated by dividing the value of the assets of the Company less liabilities by the total number of Shares in issue at the close of business on the day in respect of which the calculation is made, rounding down the resulting figure to two decimal places in US cents.

TISE 17
APC 7.1, 7.2

The value of the assets of the Company and the amount of its liabilities are determined by the Directors in accordance with the Articles of Incorporation of the Company, which provide, *inter alia*, that

- (a) listed investments and those traded on AIM shall be valued at their market bid price (as derived from Bloomberg or, if no such price is available from Bloomberg, from a comparable system);
- (b) the value of all other assets of the Company and the value of all of the liabilities of the Company shall be calculated as being their fair value as determined by the Board in its reasonable discretion;
- (c) provision shall be made for an amount equal to any capital return or equity appreciation fees that would have been payable to the Investment Adviser or other person had all the Company's assets been distributed to the holders of Shares at the date of the calculation of the Net Asset Value of the Company;
- (d) notwithstanding (a), (b) and (c) above, the Board may in its reasonable discretion permit an alternative method of valuation to be used if it considers that such valuation better reflects the fair value of any asset or liability; and
- (e) the Net Asset Value for each class of Shares shall be determined separately by reference to the class fund represented by that class of Shares in accordance with the above principles.

The Net Asset Value shall be determined by the Administrator as at 5.00 p.m. (Guernsey time) on each Valuation Day and on such other occasions as the Directors may decide, and shall be notified to TISE without delay. The first Net Asset Value to be published on TISE following the listing of the Shares will be for the quarter ended 31 December 2018. The first subscription date for the Shares following the admission of the Company to TISE will be the date of the listing of the Shares.

TISE 17
APC 5.5, 7.2, 7.3
TISE App9 PB
Para 18

However, the calculation of Net Asset Value will, where the Company holds an interest in a collective investment scheme (such as a limited partnership) managed by a third party, be made on the basis of the valuation of that interest based on Net Asset Value data provided by that third party. In many cases the Net Asset Value data only becomes available to the Investment Adviser a significant time after the relevant Valuation Day, typically three months or more where the vehicle invests in private and unlisted equities. As a consequence the Net Asset Value per Share for the Company can only be calculated by the Administrator after that date – and thus will not become available until, typically, the third week of the fourth month after the Valuation Day.

The Articles of Incorporation of the Company contain provisions enabling the Directors to suspend the determination of the Net Asset Value for the whole or any part of a period during which:

- (a) one or more stock exchanges which provides the basis for valuing any of the assets of the relevant class fund is closed other than for or during holidays, or if dealings on such stock exchange are restricted or suspended;

- (b) as a result of political, economic, military or monetary events or any other cause or circumstance whatsoever outside the control, responsibility and power of the Company, disposal of the assets of the relevant class fund is not reasonably practicable without being seriously detrimental to the interests of shareholders or if, in the opinion of the Directors, a fair price cannot be calculated for the assets of the relevant class fund;
- (c) there is a breakdown of the means of communication normally used for the valuation of a significant portion of investments of the relevant class fund or if for any reason the value of any asset of the relevant class fund may not be determined as rapidly and as accurately as required;
- (d) as a result of exchange restriction or other restrictions affecting the transfer of class funds, transactions on behalf of the relevant class fund are rendered impracticable, or purchases, sales, deposits and withdrawals of the relevant class fund's assets cannot be effected at the normal rates of exchange;
- (e) redemption notices received by the Company in respect of shares in a class fund exceed 10 per cent of the Net Asset Value of the relevant class fund;
- (f) a resolution to wind up the Company has been passed; or
- (g) a resolution or determination to wind up the relevant class fund has been duly passed or made.

Any suspension of calculation of the Net Asset Value will be notified to TISEA immediately and, where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible. The listing of the Shares on the Official List of the Exchange will be suspended during the period that the Directors suspend the calculation of the net asset value

Accounting and Reporting

The Company will draw up annual audited and half-yearly unaudited financial statements and these will include details of the investments of the Company together with a report of the Investment Services Provider thereon. Copies of the audited financial statements of the Company (which will be made up to 31 March in each year) will be sent to Shareholders at their registered addresses within six months of the year end and not less than 21 days before the date fixed for the annual general meeting of the Company at which they will be presented. Shareholders will also be sent copies of a half-yearly report on the Company and the half-yearly unaudited financial statements of the Company for the six months ending on 30 September in each year within four months of the end of the period. Copies of the financial statements will also be sent to TISE at the same time. The Company's financial statements will be prepared in compliance with Financial Reporting Standard 102, the Financial Reporting Standard applicable in the United Kingdom and Republic of Ireland. The annual audited accounts will also be sent to the GFSC.

APC 5.1 – 5.4
TISE 47

Notices convening the annual general meeting in each year at which the audited financial statements of the Company will be presented (together with the Directors' report) will be sent to Shareholders at their registered addresses not later than 21 days before the date fixed for the meeting. Other general meetings may be convened from time to time by the Directors by sending notices to Shareholders at their registered addresses or by Shareholders requisitioning such meetings in accordance with Guernsey law. Annual and other general meetings will be held at such locations as the Directors may decide.

TAXATION

In Guernsey

The following summary of the anticipated tax treatment in Guernsey applies to persons holding Shares as an investment. The summary does not constitute legal or tax advice and is based on taxation law and practice at the date of this Information Memorandum. Prospective investors should be aware that the level and bases of taxation may change from those described and should consult their own professional advisers on the implications of making an investment in, holding or disposing of Shares under the laws of the countries in which they are liable to taxation.

APC 13.1, 13.2

In the United Kingdom

The following is a general guide to certain United Kingdom tax considerations applicable to the Company and the acquisition, holding and disposal of Shares and is based on current United Kingdom legislation and the published practice of HMRC, each as at the date of this Memorandum, both of which are subject to change at any time. The summary is intended to apply only to United Kingdom Shareholders who are resident in the United Kingdom and, with respect to individuals, domiciled in the United Kingdom, and who are the absolute beneficial owners of their Shares and who hold their Shares as investments. In particular, it does not apply to certain classes of investor, for example (without limitation) dealers in securities, insurance companies and collective investment schemes. The comments below do not constitute tax advice. **As noted above, each prospective shareholder should consult its own professional tax adviser with respect to the tax aspects of an investment in the Company. Tax consequences may vary depending upon the particular status and circumstances of a prospective shareholder.**

In the United States

The following is limited to a general description of certain tax consequences in the United States with respect to the Company and the purchasing, owning and disposing of the Shares by non-U.S. investors, and does not purport to be a comprehensive nor exhaustive description of all of the tax considerations that may be relevant to a decision to invest in the Company. The Company is expected to be treated as a corporation for U.S. federal income tax purposes, and the discussion herein relating to U.S. tax matters assumes such treatment. Prospective investors should consult their tax advisors regarding United States federal, state, and local tax and other tax consequences of investing in the Company and the acquisition, ownership, and disposition of Shares.

Holders of Shares should inform themselves as to any tax consequences particular to their circumstances arising in the jurisdiction in which they are resident or domiciled for tax purposes in connection with the acquisition, ownership, redemption or disposal by them of any Shares.

The Company

In Guernsey

The Company has been granted tax exempt status by the Director of Income Tax in Guernsey pursuant to the Income Tax (Exempt Bodies) (Guernsey) Ordinance, 1989 as amended by the Director of Income Tax in Guernsey for the current year. Exemption must be applied for annually and will be granted, subject to the payment of an annual fee, which is currently fixed at GBP 1,200 per applicant, provided the applicant qualifies under the applicable legislation for exemption. It is the intention of the Directors to conduct the affairs of the Company so as to ensure that it continues to qualify for exempt company status for the purposes of Guernsey taxation.

As an exempt company, the Company is and will be treated as if it were not resident in Guernsey for the purposes of liability to Guernsey income tax. Under current law and practice in Guernsey, Guernsey incorporated companies will only be liable to tax in Guernsey in respect of income arising or accruing in Guernsey, other than from a relevant bank deposit, from other exempt bodies or from shares in Guernsey companies

Guernsey currently does not levy taxes upon capital inheritances, capital gains, gifts, sales or turnover, nor are there any estate duties (save for registration fees and ad valorem duty for a Guernsey Grant of Representation where the deceased dies leaving assets in Guernsey which require presentation of such a Grant). No stamp duty is chargeable in Guernsey on the issue, transfer or redemption of Shares in the Company.

In the United Kingdom

The Board intends to manage the affairs of the Company in such a way that the Company is not resident in the United Kingdom for United Kingdom tax purposes. Accordingly, the Company should not be subject to United Kingdom taxation on its income, profits and gains (other than withholding tax on any interest or certain other income received by the Company which has a United Kingdom source), provided that it is not treated as carrying on a trade in the United Kingdom through a permanent establishment, or other taxable presence, in the United Kingdom.

Since the Company will invest all of its assets in FF&P Venture Funds Subsidiary Limited (the "Subsidiary"), the Board do not believe that the Company will, in the normal course of its activities, directly be carrying on a trade for United Kingdom taxation purposes. However, even if the Company were to be regarded as carrying on a trade (or if the Subsidiary were to be regarded for these purposes as carrying on a trade in the United Kingdom through the agency of the Investment Services Provider), the profits arising to the Company or the Subsidiary from that activity will not be subject to United Kingdom taxation (other than certain United Kingdom source income as referred to above) provided that the Company, Subsidiary, Investment Adviser and the Investment Services Provider meet the conditions of the "investment manager exemption" contained in Part 14 of the United Kingdom Income Tax Act 2007 and Chapter 2 of Part 24 of the United Kingdom Corporation Tax Act 2010. The Board and the Investment Services Provider each intend to organise their affairs in such a way that the conditions necessary for this exemption are satisfied, so far as those conditions are within their control. It cannot, however, be guaranteed that the conditions of this exemption will at all times be met.

In the United States

If the Company recognizes income that is treated as effectively connected with a U.S. trade or business ("ECI"), the Company may be directly subject to U.S. federal income tax at a rate of 21% plus a potential branch profits tax and applicable state income taxes with respect to such ECI and will be required to file a U.S. federal income tax return in respect of such ECI. Such tax amounts may be collected via withholding taxes.

U.S. source interest or dividend income received by the Company that is not treated as ECI will generally be subject to tax withholding at a rate of thirty percent (30%) (subject to possible reduction under applicable income tax treaties, which is not anticipated in the case of the Company) except in the case of interest income that qualifies as "portfolio interest."

Investors

In Guernsey

Provided the Company maintains its exempt status, Shareholders who are resident for tax purposes in Guernsey (which includes Alderney and Herm for these purposes) will suffer no deduction of tax by the Company from any distributions payable by the Company but the Administrator may provide details of distributions made to Guernsey resident Shareholders to the Director of Income Tax in Guernsey, including the names and addresses of the Guernsey resident Shareholders, the gross amount of any distribution paid and the date of the payment. The Director of Income Tax can require the Company to provide the name and address of every Guernsey resident who, on a specified date, has a beneficial interest in Shares, with details of the interest. Such information is not required to be delivered to the Director of Income Taxes in respect of distributions payable to Shareholders not resident in Guernsey.

Shareholders resident outside Guernsey will not be subject to any tax in Guernsey in respect of distributions paid in relation to any Shares owned by them or on the disposal of their holding of shares in the Company.

Whilst no tax is payable in Guernsey, Shareholders should obtain their own independent tax advice in their jurisdiction of residence as to any applicable tax that may be payable in respect of distributions paid in relation to Shares.

In the United Kingdom

Disposals of Shares. United Kingdom Shareholders should be aware that it is expected that each class of Shares will constitute interests in an “offshore fund” for the purposes of Part 8 of the United Kingdom Taxation (International and Other Provisions) Act 2010, and the following is based on this expectation. As each class of Shares will be treated in the same way, for ease of reference the following paragraphs discuss the position of the Shares in the Company as a whole as an offshore fund. Gains or profits arising on the sale, redemption or other disposal of the Shares will therefore be treated for United Kingdom tax purposes at the time of such sale, redemption or other disposal as income and not as capital gain, unless the offshore fund has been accepted by HMRC as a “reporting fund”.

The Board intends to apply for the Company (and each class of Shares) to be treated as a reporting fund. This provides that investors can benefit from capital gains tax treatment upon realisation of their Shares. In order to maintain the designation, the Company must meet the ongoing reporting criteria on an annual basis which includes reporting 100% of income to investors.

Provided reporting fund status is obtained and continually maintained, investors who are resident in the UK for taxation purposes should be liable for UK capital gains tax or corporation tax on chargeable gains in respect of gains arising from the sale or other disposal of their Shares in accordance with their own particular circumstances. As regards investors who are UK tax resident individuals, the principal factors that will determine the extent to which such a gain arising on the disposal of Shares will be subject to UK capital gains tax are the extent to which he or she realises any other capital gains in the tax year of assessment in which the gain arises and the extent to which he or she has incurred capital losses in that or any earlier tax year of assessment. Should a gain arise on the disposal of Shares by investors who are individuals, those individuals should be able to benefit from the annual exemption from tax on chargeable gains (£11,700 for the tax year 2018-2019, expected to increase in line with the consumer price index for subsequent years). Chargeable gains in excess of the annual exemption are charged to tax at twenty percent (20%) for higher rate and additional rate taxpayers. For other individual taxpayers, chargeable gains are subject to tax at the rate of ten percent (10%) to the extent that the amount of gains realised by such taxpayer in that tax year fall within their basic rate income tax band.

As regards UK tax resident corporate investors where reporting fund status is obtained and continually maintained, the principal factors that will determine the extent to which such a gain arising on the disposal of Shares will be subject to UK corporation tax on chargeable gains are the extent to which such investor is able to offset any available capital losses against such gain and the availability of an indexation allowance. For these purposes it is assumed that investors will not be required to bring their shareholding into account under the loan relationship rules as a result of the Company being a Bond fund (see below). However, if the Company were a Bond fund, any gain arising on the disposal of Shares would be subject to tax under those rules and not the provisions relating to corporation tax on chargeable gains. For UK tax resident corporate investors, “gains” realised on the redemption of the Shares are likely to be treated as distributions for UK tax purposes (as to which see below on the tax consequences of distributions).

Should the Company fail to meet any of its reporting obligations, it may lose its designation as a reporting fund. In order for investors to benefit from capital gains treatment upon disposal, it is necessary for the Company to have remained a reporting fund throughout the period the shares were held. The Board will endeavor to meet the necessary ongoing reporting obligations however no guarantee can be made that these conditions will be met.

If, for any period the Company were not to have reporting fund status, any gain realised by United Kingdom Shareholders on a sale, redemption or other disposal of their Shares would be expected to be an “offshore income gain” within the UK offshore fund rules, and will generally be taxed as income and not as capital gains, subject to any available reliefs or exemptions. In this case, any such “gains” will be treated for UK tax purposes as income arising at the time of the disposal to an investor who is an individual, and charged to tax for the year of assessment in which the disposal takes place under Chapter 8 of Part 5 of the Income Tax (Trading and Other Income) Act 2005. Individual investors who are basic rate taxpayers only would be liable to income tax at twenty percent (20%) on such gain, higher rate taxpayers at forty percent (40%) and additional rate taxpayers at forty-five percent (45%). No annual exemption from tax on chargeable gains is available for individual taxpayers to reduce the amount of such gain that is subject to tax (although certain individual investors may benefit from their UK income tax personal allowance), and no capital losses may be used to reduce such gain. Any such “gains” arising to investors that are UK tax resident companies will be charged to corporation tax on the gain realised on a disposal of Shares as income arising under Chapter 8 of Part 10 of the Corporation Tax Act 2010, and would not be able to benefit from any indexation allowance to reduce the amount of the gain (provided the Company is not a bond fund, as to which see further below). No capital losses may be used to reduce such gain. Any gains realised by UK tax resident corporate investors on the redemption of Shares may be treated as a distribution for UK tax purposes (as to which see below). If the Company is a Bond fund at any time during the investor’s relevant accounting period, investors that are UK tax resident companies will be charged to tax under the UK loan relationship rules as described below.

Dividends. Subject to their personal circumstances, United Kingdom Shareholders who are individuals will generally be liable to United Kingdom income tax in respect of dividends or other distributions of the Company made or treated as made, whether or not such distributions are reinvested. If the Company obtains reporting fund status, one of the ongoing requirements to maintain reporting fund status is that the income generated by the Company is reported to investors. If the reported income exceeds distributions actually made on the Shares, this excess should be treated as an additional distribution paid out on the Shares and will be taxed as such (as to which, please see further below). As such, investors should be subject to tax on their share of reportable income as if the total amount of their share of the reportable income were distributions made to them, regardless of whether returns that comprise reportable income of the Company with respect to the Shares have actually been distributed to investors.

Provided the Company is not a “bond fund” (see further below) any dividends received or treated as received (including amounts treated as distributions by virtue of the Company being a reporting fund) by a United Kingdom Shareholder who is an individual will normally be subject to UK income tax on dividends. UK tax resident investors who are individuals will receive a tax-free £2,000 allowance with respect to such distributions. Dividend income exceeding the tax-free allowance will be taxed at the rate of 7.5% for basic rate taxpayers, 32.5% for higher rate taxpayers and 38.1% for additional rate taxpayers. Such investors should be aware that the non-payable tax credit is no longer available to set off against their UK income tax liability on the income distributions. Investors are advised to consult their advisers as to the potential impact of these rules with respect to their individual circumstances.

A United Kingdom Shareholder within the charge to United Kingdom corporation tax may be converted from tax in respect of dividends paid by the Company, provided that certain conditions are satisfied and that the Company is not a “bond fund”. United Kingdom Shareholders within the charge to corporation tax are advised to consult their independent professional tax advisers in relation to the implications of the relevant legislation.

If, however, the Company were to be treated as a non-reporting offshore fund, investors should generally be subject to tax only on distributions actually paid out in respect of the Shares at the rates described above.

Dividend payments in respect of the Shares may be made without withholding or deduction for or on account of UK income tax.

Bond fund rules. If the Company has, at any time in an accounting period, more than sixty percent (60%) (by market value) of its investments in “qualifying investments” it will constitute a “bond fund” for such period. “Qualifying investments” include, inter alia, money placed at interest, debt securities, derivative contracts whose underlying reference asset comprises (inter alia) debt securities or currency, and holdings in offshore funds and unit trusts which are themselves bond funds. To the extent that the 60% threshold is exceeded, the Company will be treated as a bond fund for some or all relevant periods.

It is not expected that the Company will be treated as a bond fund, but if it were, all distributions received or treated as received for UK tax purposes by United Kingdom Shareholders who are individuals will be taxed as interest at the taxpayer’s relevant marginal rate, and will not carry a non-payable tax credit otherwise available in respect of distributions from an offshore fund that is not a bond fund (see above). Accordingly, investors liable to income tax at the basic rate only will be charged to income tax at twenty percent (20%). Investors who are liable to tax at the higher rate will be charged to income tax at forty percent (40%), and additional rate taxpayers will be charged to income tax currently at the rate of forty-five percent (45%).

If the Company is a Bond fund at any time in an accounting period in which such investor holds its interest, investors within the charge to UK corporation tax would generally be required to recognise as income all profits and gains arising from, and fluctuations in value of, those Shares calculated at the end of each accounting period and at the date of disposal of their interest under the UK “loan relationships rules” in Chapter 3 of Part 6 of the Corporation Tax Act 2009 (“CTA”). Very broadly, the profits and losses arising from the shareholding to be brought into account by such an investor under the loan relationship rules in each relevant accounting period would generally be those amounts that, in accordance with generally accepted accounting practice on the basis of fair value accounting, are recognized in determining such Investor’s profit and loss for that period. These rules will apply to such Investors if the sixty percent (60%) limit is exceeded in respect of the Company at any time during the Investor’s accounting period, even if it was not holding the Shares at that time.

Transfer of assets abroad. The attention of United Kingdom Shareholders, who are individuals resident in the United Kingdom for taxation purposes, is drawn to the provisions of Chapter 2 of Part 13 of the United Kingdom Income Tax Act 2007 (transfer of assets abroad). These provisions are aimed at preventing the avoidance of income tax by individuals through transactions resulting in the transfer of assets or income to persons (including companies) resident or domiciled abroad and may render them liable for income tax in respect of undistributed income and profits of the Company on an annual basis.

Controlled foreign company legislation. If the Company were regarded as being controlled by persons resident in the UK for UK tax purposes, the legislation applying to controlled foreign companies may apply to corporate Investors who are resident in the UK and who alone, or with connected persons, hold an interest of at least 25% in the Company. If relevant, under the controlled foreign company rules part of any undistributed income accruing to the Company may be attributed to such an investor and may in certain circumstances be chargeable to UK corporation tax in the hands of the investor.

Attribution of capital gains. The attention of persons resident in the UK is drawn to Section 13 of the Taxation of Chargeable Gains Act 1992. Section 13 may apply in certain circumstances to shareholders in non-UK resident companies that would be close companies if resident in the UK (HMRC defines a close company as a company controlled by 5 or fewer individuals or bodies corporate), with the result that gains of such companies may be apportioned to UK resident shareholders. Section 13 may therefore apply to Investors in the Company and therefore affect UK resident investors who, together with persons connected to them, hold more than a 25% interest in the Company. Regulation 24 of the Offshore Funds (Tax) Regulations 2009 contains similar provisions that apportion “income gains” arising under the UK offshore fund rules to investors in non-reporting funds in certain circumstances.

The Company has been advised that a consequence of the voting rights being structured in the way set out on page 23 the Company should not be a company which, had it been resident in the United Kingdom, would be a “close company” for UK taxation purposes.

Transactions in securities. The attention of prospective investors is drawn to the provisions of Part 15 of the Corporation Tax Act 2010 for corporation tax purposes and Chapter 1, Part 13 of ITA for income tax purposes, which give powers to HMRC to cancel tax advantages derived from certain transactions in securities.

Stamp duty and stamp duty reserve tax. No United Kingdom stamp duty or stamp duty reserve tax will be payable on an issue of Shares. No United Kingdom stamp duty will become payable on any instrument of transfer of Shares provided that the instrument is not executed within the United Kingdom and does not relate to any property situated, or to any matter or thing done or to be done, in the United Kingdom. Provided that, as is the intention, the Shares are not registered in any register kept in the United Kingdom by or on behalf of the Company and are not paired with shares issued by a body corporate incorporated in the United Kingdom, any agreement to transfer Shares will not be subject to stamp duty reserve tax.

Other Tax Matters. Interest, dividend and other income realized by the Company or the Subsidiary from non-U.S. sources, and capital gains realized on the sale of securities of non-U.S. issuers, may be subject to withholding and other taxes levied by the jurisdiction in which the income is sourced. It is impossible to predict the rate of foreign tax the Company will pay since the amount of the assets to be invested in various countries (whether directly by the Company, or indirectly through the Subsidiary) and the effective rate of tax in each of those countries are not known.

Future Changes in Applicable Law. The foregoing description of U.S., United Kingdom and Guernsey income tax consequences of an investment in, and the operations of the Company and the Subsidiary is based on laws and regulations which are subject to change through legislative, judicial or administrative action. Other legislation could be enacted that would subject the Company or the Subsidiary to income taxes or subject Shareholders to increased income taxes.

In the United States

For non-U.S. investors in the Company, distributions from the Company and gain realized upon the sale or other disposition of Shares held as a capital asset should generally not be subject to U.S. federal income tax, provided that the distributions or gain are not treated as effectively connected with the conduct of a trade or business in the United States by the non-U.S. investor. Special rules may apply to certain non-U.S. investors, such as: (i) non-U.S. investors that have an office or fixed place of business in the U.S. to which distributions or gains in respect of the Company are attributable; (ii) non-U.S. investors that are former citizens of the U.S., “controlled foreign corporations”, “passive foreign investment companies”, or corporations which accumulate earnings to avoid U.S. federal income tax, and (iii) non-U.S. investors who are individuals and who are present in the United States for one hundred and eighty-three (183) or more days (in any taxable year). Each investor should consult his or her own tax advisor with respect to the possible application of these rules.

Guernsey Anti-Avoidance

Guernsey has a wide-ranging anti-avoidance provision. This provision targets transactions where the effect of the transaction or series of transactions is the avoidance, reduction or deferral of a tax liability. At his discretion, the Director of Income Tax will make such adjustments to the tax liability to counteract the effect of the avoidance, reduction nor deferral of the tax liability.

United States-Guernsey Intergovernmental Agreement

On 13 December 2013 the Chief Minister of Guernsey signed an intergovernmental agreement with the United States (“**U.S.-Guernsey IGA**”) regarding the implementation of FATCA. Under FATCA and legislation enacted in Guernsey to implement the U.S.-Guernsey IGA, certain disclosure requirements will be imposed in respect of certain Shareholders who are, or are entities that are controlled by one or more natural persons who are, residents or citizens of the United States, unless a relevant exemption applies. Certain due diligence obligations will also be imposed. Where applicable, information that will need to be disclosed will include certain information about Shareholders, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Company.

The Company will be required to report this information each year in the prescribed format and manner as per local guidance.

Under the terms of the U.S.-Guernsey IGA, Guernsey resident financial institutions that comply with the requirements of Guernsey's domestic legislation to report certain information to the Guernsey tax authorities will be treated as compliant with FATCA and, as a result, should not be subject to FATCA withholding on payments they receive and should not be required to withhold under FATCA on payments they make. If the Company does not comply with these obligations, it may be subject to a FATCA deduction on certain payments to it of U.S. source income (including interest and dividends) and (from 1 January 2019) and proceeds from the sale of property that could give rise to U.S. source interest or dividends and from the later of 1 January 2019 or the date of publication of certain final regulations) a portion of non-US source payments from certain non-US financial institutions to the extent attributable to US source payments. The U.S.-Guernsey IGA is implemented through Guernsey's domestic legislation in accordance with guidance that is published in draft form.

Under the U.S.-Guernsey IGA, securities that are "regularly traded" on an established securities market, as the Specialist Fund Segment, are not considered financial accounts and are not subject to reporting. For these purposes, Shares will be considered "regularly traded" if there is a meaningful volume of trading with respect to the Shares on an ongoing basis. Notwithstanding the foregoing, a Share will not be considered "regularly traded" and will be considered a financial account if the Shareholder is not a financial institution acting as an intermediary. Such Shareholders will be required to provide information to the Company to allow it to satisfy its obligations under FATCA, although it is expected that whilst a Share is held in uncertificated form through CREST, the holder of that Share will likely be a financial institution acting as an intermediary. Shareholders that own the Shares through a financial intermediary may be required to provide information to such financial intermediary in order to allow the financial intermediary to satisfy its obligations under FATCA.

EU Savings Tax Directive

Although not a Member State of the European Union, Guernsey, in common with certain other jurisdictions, entered into agreements with EU Member States on the taxation of savings income. However, paying agents located in Guernsey are not required to operate the measures on payments made by closed ended investment companies.

However, on 10 November 2015 the Council of the European Union repealed the EU Savings Directive (2003/48/EC) (the "**EU Savings Tax Directive**") from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other EU Member States (subject to ongoing requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates). This is to prevent overlap between the EU Savings Tax Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU) that implements the Common Reporting Standard in the European Union.

Guernsey is in the process of seeking confirmation from each EU Member State that the repeal of the EU Savings Tax Directive suspends the equivalent agreements that the EU Member States have with Guernsey. It is anticipated that all EU Member States will ultimately give this confirmation, although discussions with certain EU Member States are ongoing. Once Guernsey obtains this confirmation from all EU Member States it intends to suspend domestic EU Savings Tax Directive legislation with effect from 1 January 2016 which is when the Common Reporting Standard came into effect in Guernsey.

Common Reporting Standard

On 13 February 2014, the Organization for Economic Co-operation and Development released the "Common Reporting Standard" ("**CRS**") designed to create a global standard for the automatic exchange of financial account information, similar to the information to be reported under FATCA. On 29 October 2014, fifty-one jurisdictions signed the multilateral competent authority agreement ("**Multilateral Agreement**") that activates this automatic exchange of FATCA-like information in

line with the CRS. Since then further jurisdictions have signed the Multilateral Agreement and in total over 100 jurisdictions have committed to adopting the CRS. Over 90 of these jurisdictions have now adopted the CRS with effect from either 1 January 2016 or 1 January 2017. Guernsey adopted the CRS with effect from 1 January 2016.

Early adopters who signed the Multilateral Agreements (including Guernsey) had the first information exchanges in September 2017. Other jurisdictions have followed with information exchanges in early 2018.

CRS has been implemented in Guernsey by the Income Tax (Approved International Agreements) (Implementation) (Common Reporting Standard) Regulations, 2015 which came into force on 1 December 2015. Under the CRS and these regulations, certain disclosure requirements will be imposed in respect of certain Shareholders who are, or are entities that are controlled by one or more natural persons who are, residents of any of the jurisdictions that have also adopted the CRS, unless a relevant exemption applies. Certain due diligence obligations will also be imposed. Where applicable, information that would need to be disclosed will include certain information about Shareholders, their ultimate beneficial owners and/or controllers, and their investment in and returns from the Company. The Company will be required to report this information each year in the prescribed format and manner as per local guidance. The CRS is implemented through Guernsey's domestic legislation in accordance with guidance that is published in draft form that will be supplemented by guidance issued by the Organisation for Economic Co-operation and Development.

Under the CRS, there is currently no reporting exemption for securities that are "regularly traded" on an established securities market, although it is expected that whilst a Share is held in uncertificated form through CREST, the holder of that Share will likely be a financial institution acting as an intermediary. Shareholders that own the Shares through a financial intermediary may be required to provide information to such financial intermediary in order to allow the financial intermediary to satisfy its obligations under the CRS.

All prospective investors should consult with their own tax advisers regarding the possible implications of FATCA, the CRS and any other similar legislation and/or regulations on their investment in the Company.

If the Company fails to comply with any due diligence and/or reporting requirements under Guernsey legislation implementing the U.S.-Guernsey IGA and/or the CRS then the Company could be subject to (in the case of the U.S.-Guernsey IGA) U.S. withholding tax on certain U.S. source payments, and (in all cases) the imposition of financial penalties introduced pursuant to the relevant implementing regulations in Guernsey. Whilst the Company will seek to satisfy its obligations under the U.S.-Guernsey IGA and the CRS and associated implementing legislation in Guernsey to avoid the imposition of any financial penalties under Guernsey law, the ability of the Company to satisfy such obligations will depend on receiving relevant information and/or documentation about each Shareholder and the direct and indirect beneficial owners of the Shareholders (if any). There can be no assurance that the Company will be able to satisfy such obligations.

GDPR

1. The information which a prospective investor provides in connection with its application for Shares in the Company or subsequently by whatever means which relates to the prospective investor (if it is an individual) or a third party individual (**Personal Data**) will be held and processed by the Company, the Investment Adviser, the Administrator and/or other service providers in compliance with the relevant data protection legislation (**Data Protection Legislation**). A privacy notice setting out how Personal Data will be used, stored, transferred or otherwise processed is attached to this Information Memorandum. The Company shall act as data controller for the purposes of the Data Protection Legislation and in such capacity shall oversee any processing of personal data and determine the purposes for which and the manner in which such personal data is to be processed. Such personal data will be held and processed by the Company and/or the Company's service providers for the following purposes:
 - (a) verifying the identity of prospective investors for the purpose of complying with the statutory and regulatory requirements of the Company and any functionary of the Company in relation to anti-money laundering in Guernsey or elsewhere;
 - (b) evaluating and complying with any anti-money laundering, regulatory and tax requirements in respect of the Company;
 - (c) carrying out the function of the Company and administering the investor's investment in the Company;
 - (d) meeting the legal, regulatory, reporting and/or financial obligations of the Company or any functionary of the Company in Guernsey or elsewhere including, without limitation, with respect to compliance with FATCA and the OECD common reporting standard or any legislation, regulations or guidance enacted in any jurisdiction that seeks to implement a similar tax reporting or withholding tax regime; and
 - (e) any purpose ancillary to the management and operation of the Company and/or any of its investments.
2. Where appropriate it may be necessary for the Company or the Company's appointed functionaries to:
 - (a) disclose personal data to third party service providers or agents or advisers appointed to provide services for the purpose of operating the Company; and/or
 - (b) transfer personal data outside of the EU to countries or territories which do not offer the same level of protection for the rights and freedoms of investors as Guernsey.
3. If such a disclosure or transfer of personal data is made, the Company will, where appropriate, ensure that contracts are in place to ensure that any third party service provider or agent to whom the personal data is disclosed or transferred are contractually bound to provide an adequate level of protection in respect of such data.

Prospective investors are responsible for informing any third party individual to whom the personal data relates of the disclosure and use of such data in accordance with these provisions and the privacy notice should be brought to their attention.

ADDITIONAL INFORMATION

Commencement of Business

The Company was incorporated with the name "Stonehage Fleming Private Equity Heritage Fund Limited " on 23 August 2018 and commenced operations on 28 September 2018.

TISE 1, 5

Incorporation and Share Capital

- (a) The Company was incorporated as a non-cellular company with limited liability in Guernsey under the provisions of the Companies (Guernsey) Laws, 1994 to 1996 (as amended), as a limited company (registered No. 65406), incorporated for an indefinite period. The Company will continue in existence until it commences liquidation and is dissolved. The Companies (Guernsey) Laws 1994 to 1996 as amended have been repealed and replaced by the Companies Law.
- (b) The Company is authorised to issue an unlimited number of shares.
- (c) There are no provisions of Guernsey law which confer pre-emption rights on existing Shareholders on the allotment of equity securities for cash.

TISE 1, 5

TISE 22

Summary of the Company's Objects

The objects and powers of the Company are unrestricted.

Articles of Incorporation

The Articles of Incorporation were adopted on 23 August 2018 and amended on 30 August 2018. The Articles of Incorporation of the Company contain, *inter alia*, the provisions as summarised below. This summary is qualified in its entirety by the Articles of Incorporation. Defined terms where used in this section shall have the same meaning as in the Articles of Incorporation:

Shares

1. (a) The Company is authorised to issue an unlimited number of shares.
- (b) the Board is authorised to issue an unlimited number of Shares.
- (c) Subject to the provisions of the Law and the Articles:
 - (i) any Shares may with the sanction of the Board be issued on terms that they are, or at the option of the Company, liable to be redeemed on such terms and in such manner as the Board may determine;
 - (ii) the Company and any of its subsidiary companies may, at the discretion of the Board, give financial assistance directly or indirectly for the purpose of or in connection with the acquisition of Shares in the Company or in connection with reducing or discharging any liability incurred in connection with the purchase of Shares in the Company;
 - (iii) fractions of Shares may be issued or purchased by the Company; and
 - (iv) the Company may issue Shares of no par value or shares with a par value or a combination of both.

APC 4.4
TISE 6(f)

2. Subject to the provisions of the Law the Company may from time to time subject to the provisions of the Law purchase its own shares in any manner authorised by the Companies Law. TISE 6(f)
3. The Board may, in its discretion, establish sub funds for separate classes of shares issued in the Company.
4. Subject to the requirements of the Law, if at any time the share capital is divided into different classes of Shares, the rights attached to any class for the time being issued (unless otherwise provided by the terms of issue) may whether or not the Company is being wound up be altered, abrogated or varied with the consent in writing of the holders of not less than three-fourths of the issued Shares of that class or with the sanction of a special resolution of the holders of the Shares of that class. To any separate general meeting of a class the provisions of the Articles relating to general meetings shall apply but so that the necessary quorum shall be at least two persons present in person or by proxy holding at least one-third of the issued shares of that class and that any holder of Shares of that class present in person or by proxy may demand a poll. APC 8.3
TISE 6(f)
5. The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not (unless otherwise expressly provided by the terms of issue of the Shares of that class) be deemed to be varied by the creation or issue of further Shares ranking *pari passu* therewith. TISE 12(a)(v)
6. Subject to the provisions of the Law and the Articles the unissued shares shall be at the disposal of the Board which may allot, grant options, warrants or other rights over or otherwise dispose of them to such persons on such terms and conditions and at such times as the Board determines but so that no share shall be issued at a discount except in accordance with the Law and so that the amount payable on application on each share shall be fixed by the Board. An initial charge of up to 5 per cent may be included in the Subscription Price upon the issue of shares and such initial charge may be payable to the Investment Adviser from the Company.

Voting rights

7. On a show of hands every Member who is present in person at a general meeting of the Company shall have one vote, and on a poll every member who is present in person or by proxy shall be entitled to one vote for each fully-paid Share held by him and a fraction of one vote for each partly-paid Share held by him in proportion to the amount for the time being paid up or credited as paid up on the Share, PROVIDED THAT in all circumstances, at any meeting of the members of the Company where a resolution is proposed on which holders of both Class A Shares and Class B Shares have the right to vote, the total number of votes that may be cast (whether on a show of hands or on a poll) by holders of Class A Shares will equal, regardless of the number of Class A Shares in issue, 35% of the total votes that may be cast by holders of the relevant Class A and Class B Shares, with the voting rights attributable to the Class A Shares (or, on a show of hands, the holders of Class A Shares) being divided *pari passu* amongst the relevant Class A shareholders accordingly.

Interests in Shares

8. Except as ordered by a court of competent jurisdiction or as required by law the Company shall not be affected or bound by or be compelled in any way to recognise (even when having notice) any equitable contingent future or partial interest in any share or fraction or (except only as by the Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety in the registered holder and whether or not such share shall be entered in the Register as held in trust nor shall the Company be bound to see to the execution of any trust to which any share may be subject.
9. The Board shall have power by notice in writing to require any Member to disclose to the Company the identity of any person other than the Member (an interested party) who has any

interest in the shares held by the Member and the nature of such interest. Any such notice shall require any information in response to such notice to be given in writing within such reasonable time as the Board shall determine. If any Member has been duly served with a notice given by the Board in accordance with this section and is in default for the prescribed period in supplying to the Company the information thereby required, then the Board may in its absolute discretion at any time thereafter serve or cause to be served a notice (a "**direction notice**") upon such Member. The direction notice may direct that in respect of the shares in respect of which the default has occurred (the **default shares**) and any other shares held by the Member, the Member shall not be entitled to vote in general meetings or class meetings. Where the default shares represent at least 0.25 per cent of the class of shares concerned the direction notice may additionally direct that dividends on such shares will be retained by the Company (without interest), and that no transfer of the shares (other than a transfer approved under these Articles) shall be registered until the default is rectified

Compulsory Transfer, Repurchase and Redemption

10. (a) The Board shall have power (but shall not be under any duty) to impose such restrictions as it may think necessary for the purpose of ensuring that no share is acquired or held by:-
- (i) any US person other than pursuant to an exemption available under the United States Securities Act of 1933, as amended (the "1933 Act") and any other relevant securities laws of the United States; or
 - (ii) any person whose holding of shares would or might result in the Company having more than 80 beneficial owners of shares (whether directly or by attribution pursuant to Section 3 (d)(1)(A) of the United States Investment Company Act of 1940, as amended (the "Investment Company Act") who are US persons or any person whose holding would require the Company to register as an "investment company" under the Investment Company Act; or
 - (iii) any person whose holding might cause or might be likely to cause the assets of the Company to be considered "plan assets" within the meaning of the regulations adopted under the United States Employee Retirement Income Security Act of 1974, as amended or any person whose holding would define them as a "benefit plan investor" as so defined in the regulations of the US Department of Labor;
 - (iv) any person in breach of any law or requirement of any country or governmental authority or any applicable money laundering regulations or by virtue of which such person is not qualified to hold such shares; or
 - (v) any person or persons in circumstances which (whether directly or indirectly affecting such person or persons and whether taken alone or in conjunction with any other person or persons connected or not, or any other circumstances appearing to the Board to be relevant), in the opinion of the Board, might cause or be likely to cause the Company or Members as a whole some legal, regulatory, pecuniary, tax or material administrative disadvantage which the Company or Members might not otherwise have incurred or suffered.

TISE 6(h)
TISE 12(a)(iv)

In this connection, the Board may: (i) reject in its discretion any subscription for shares or any transfer of shares to any persons who are so excluded from purchasing or holding shares; and (ii) pursuant to paragraph (d) below at any time repurchase or require the transfer of shares held by persons who are so excluded from purchasing or holding shares.

- (b) For this purpose the terms "US person" and "United States" as used herein shall have the meanings ascribed such terms in Section 902 (g) of Regulation S under the 1933 Act.
- (c) The Board shall, unless any Director has reason to believe otherwise, be entitled to assume without enquiry that none of the shares is held in such a way as to entitle the Board to give a notice in respect thereof pursuant to sub-paragraph (d) (i) below. The Board may, however, upon an application for shares or at any other time and from time to time require such evidence and/or undertakings to be furnished to it in connection with the matters stated in sub-paragraph (a) above as it shall in its discretion deem sufficient or as it may require for the purpose of any restriction imposed pursuant thereto. In the event of such evidence and/or undertakings not being so provided within such reasonable period (not being less than 21 days after service or notice requiring the same) as may be specified by the Board in the said notice, the Board may, in its absolute discretion, treat any shares held by such a holder or joint holder as being held in such a way as to entitle them to give a notice in respect thereof pursuant to sub-paragraph (d) (i) below.
- (d)
 - (i) If it shall come to the notice of the Board that any shares are or may be owned or held directly or indirectly or beneficially by any person or persons in breach of any restrictions imposed under (1) above (the "Relevant Shares"), the Board may give notice to the person or persons in whose names the Relevant Shares are registered requiring him to transfer (and/or procure the disposal of interests in) the Relevant Shares to a person who is in the opinion of the Board a person who is eligible to hold them or (in the Board's discretion) to give notice in writing accepting the repurchase of the Relevant Shares in accordance with the Articles at a price equal to the Net Asset Value attributable to the Relevant Share or such higher price (if any) as the Board may determine to be fair and in the interests of the vendor and the Company. If any person upon whom such a notice is served pursuant to this sub-paragraph does not within 21 days after the giving of such notice (or such extended time as the Board in its absolute discretion shall consider reasonable) transfer the Relevant Shares to a person who is eligible to hold them or (as appropriate) give notice as to the repurchase of the Relevant Shares or establish to the satisfaction of the Board (whose judgement shall be final and binding) that he is not subject to such restrictions the Board may in its absolute discretion upon the expiration of such 21 days arrange for the repurchase of all the Relevant Shares or arrange and approve the transfer of all the Relevant Shares to a person who is eligible to hold them in accordance with paragraph (iii) below and the holder of the Relevant Shares shall be bound forthwith to deliver his share certificate or certificates (if any) to the Board and the Board shall be entitled to appoint any person to sign on his behalf such documents as may be required for the purpose of the repurchase or transfer of the Relevant Shares by the Company.
 - (ii) A person who becomes aware that he is holding or owning Relevant Shares shall forthwith unless he has already received a notice pursuant to sub-paragraph (a) above either transfer all his Relevant Shares to a person who is eligible to hold them or give a request in writing for the repurchase of all his Relevant Shares in accordance with the Articles.
 - (iii) A transfer of Relevant Shares arranged by the Board pursuant to sub-paragraph (i) above shall be by way of sale at the best price reasonably obtainable and may be of all or part only of the Relevant Shares with a balance available for repurchase or transfer to other persons who are eligible to hold them. Any payment received by the Company for the Relevant Shares so transferred shall be paid to the person whose shares have been so transferred subject to sub-paragraph (iv) below.
 - (iv) Payment of any amount due to such person pursuant to sub-paragraph (i), (ii) or (iii) above shall be subject to any requisite exchange control consents first having been obtained and the amount due to such person shall be deposited by the Company in a

bank for payment to such person upon such consents being obtained against surrender of the certificate or certificates representing the Relevant Shares previously held by such person. Upon deposit of such amount as aforesaid such person shall have no further interest in such Relevant Shares or any of them or any claim against the Company in respect thereof except the right to receive such amount so deposited (without interest) upon such consents as aforesaid being obtained.

- (v) The Board shall not be required to give any decisions, determination or declaration taken or made in accordance with these provisions. The exercise of the powers conferred by these provisions shall not be questioned or invalidated in any case on the grounds that there was insufficient evidence of direct or beneficial ownership of shares by any persons or that the true, direct or beneficial owner of any shares was otherwise than appeared to the Board at the relevant date PROVIDED THAT the powers shall be exercised in good faith.

Transfer and Transmission of Shares

11. (a) All transfers of shares may be effected by transfer in writing in any form as the Board may accept. Any instrument of transfer shall be signed by or on behalf of the transferor who shall be deemed to remain the holder until the name of the transferee is entered in the Register. A transfer in respect of shares which are not fully paid shall also be signed by the transferee. TISE 6(h)
- (b) These Articles are subject to, and do not limit or restrict the Company's powers to transfer shares in accordance with the Uncertificated Securities (Guernsey) Regulations, 2009, as amended from time to time, on such terms as the Board may deem fit.
12. Every instrument of transfer shall be left at the Registered Office or such other place as the Board may prescribe with the certificate, if issued, of every share to be transferred and such other evidence as the Board may reasonably require to prove the title of the transferor or his right to transfer the shares; and the transfer and certificate shall remain in the custody of the Board but shall be at all reasonable times produced at the request and expense of the transferor or transferee or their respective representatives.
13. (a) The Board may, in its absolute discretion and without giving a reason, refuse to register a transfer of any share which is not fully paid, provided, in the case of a listed share that this would not prevent dealings in the share from taking place on an open and proper basis. In addition, the directors may refuse to register a transfer of shares which is prohibited by a direction notice given by the Board in accordance with section 9 and may also refuse to register a transfer of shares unless:-
- (i) as a result of the transfer, the transferee or transferor would hold less than the minimum holding of Shares specified for the class concerned;
 - (ii) the form of transfer together with the relevant share certificate, if any, or other evidence of title is not deposited at the Registered Office or such other place as the Directors may reasonably require;
 - (iii) the form of transfer relates to more than one class of Shares;
 - (iv) the proposed transfer is in favour of more than four persons;
 - (v) the Shares are not fully paid;

- (vi) the transfer would result in legal, regulatory, pecuniary, taxation or material administrative disadvantage to the Company or each or any one of the class funds or its shareholders as a whole; or
 - (vii) the transferee is not a qualified holder as defined in the Articles.
- (b) If the Board refuses to register the transfer of a share it shall, within two months after the date on which the instrument of transfer was lodged with the Company, send notice of the refusal to the transferor and the transferee.
 - (c) The registration of transfers may be suspended at such times and for such periods (not exceeding 30 days in any one year) as the Board may decide and either generally or in respect of a particular class of share.
 - (d) No fee shall be payable to the Company in respect of the registration of any transfer, probate, letters of administration, certificate of marriage or death, power of attorney, instruction or other document relating to or affecting the title to any shares.

Untraced Shareholders

14. (a) The Company shall be entitled to sell (at a price which the Company shall use its reasonable endeavours to ensure is the best obtainable) the shares of a Member or the shares to which a person is entitled by virtue of transmission on death or insolvency or otherwise by operation of law if and provided that:
- TISE 6(i)
- (i) during the period of not less than twelve (12) years prior to the date of the publication of the advertisements referred to below (or, if published on different dates, the first thereof) at least three (3) dividends in respect of the shares in question have become payable and no dividend in respect of those shares has been claimed; and
 - (ii) the Company shall following the expiry of such period of twelve (12) years have inserted advertisements, but in a national newspaper and in a newspaper circulating in the area in which the last known address of the Member or the address at which service of notices may be effected under the Articles is located giving notice of its intention to sell the said shares; and
 - (iii) during the period of three (3) months following the publication of such advertisements (or, if published on different dates, the last thereof) the Company shall have received indication neither of the whereabouts nor of the existence of such Member or person; and
 - (iv) notice shall have been given to the stock exchanges on which the Company is listed, if any.
- (b) The foregoing provisions of this section are subject to any restrictions applicable under any regulations relating to the holding and/or transferring of securities in any paperless system as may be introduced from time to time in respect of the shares of the Company or any class thereof.

Alteration of Capital

15. The Company at any time may, by ordinary resolution, increase its authorised share capital, if such has been specified, by such sum to be divided into shares of such amounts as the resolution shall prescribe.
16. Unless the Company shall have resolved otherwise and, subject to the provisions of the Articles, any new shares shall be of such class and amount and have such preference or

priority as regards dividends or in the distribution of assets or as to voting or otherwise over any other shares of any class, whether then issued or not, or be subject to such stipulations deferring them to any other shares with regard to dividends or in the distribution of the assets as the Directors may determine.

17. (a) The Company may by ordinary resolution:-
- (i) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (ii) subject to paragraph (b), subdivide all or any of its shares into shares of a smaller amount;
 - (iii) cancel any shares which, at the date of passing of the resolution, have not been taken up or agreed to be taken up by any person, and diminish the amount of its share capital by the amount of the shares so cancelled;
 - (iv) convert all or any of its shares the nominal amount of which is expressed in a particular currency or former currency into shares of a nominal amount of a different currency, the conversion being effected at the rate of exchange (calculated to not less than 3 significant figures) current on the date of the resolution or on such other day as may be specified therein; or
 - (v) where its share capital is expressed in a particular currency or former currency, denominate or redenominate it, whether by expressing its amount in units or subdivisions of that currency or former currency, or otherwise.
- (b) In any subdivision under paragraph (a) (ii), the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as that proportion in the case of the share from which the reduced share was derived.
18. The Board on any consolidation of shares may deal with fractions of shares in any manner.
19. The Company may reduce its share capital, or any share account or any share premium account in any manner and with and subject to any authorisation or consent required by the Law.

General Meetings

20. (a) General meetings shall be held once at least in each calendar year in accordance with section 199 of the Law but so that not more than 15 months may elapse between one annual general meeting and the next. At each such annual general meeting shall be laid copies of the Company's most recent accounts, Directors' report and, if applicable, the Auditors' report in accordance with section 252 of the Law. The requirement for an annual general meeting may be waived by the Members in accordance with section 201 of the Law. Other meetings of the Company shall be called extraordinary general meetings. APC 8.1
- (b) General meetings may be held in Guernsey or elsewhere at the discretion of the Directors.
- (c) A video link or telephone conference call or other electronic or telephonic means of communication in which a quorum of Members participates and all participants can hear and speak to each other shall be a valid meeting which shall be deemed to take place where the Chairman is present unless the Members resolve otherwise. APC 8.3
- (d) Subject to the provisions of the Articles on the holding of Class A shares and Class B shares, shares held by a Member who has been served a direction notice and to

any other special rights and restrictions for the time being attached to any class of share:

- (i) On a show of hands every Member present in person or by proxy shall have one vote subject to any special voting powers or restrictions.
- (ii) On a poll every Member present in person or by proxy shall have one vote for each share held by him.

21. Any general meeting convened by the Board unless its time shall have been fixed by the Company in general meeting or unless convened in pursuance of a requisition may be postponed by the Board by notice in writing and the meeting shall subject to any further postponement or adjournment be held at the postponed date for the purpose of transacting the business covered by the original notice. TISE 12(a)(i)
22. The Board may, whenever it thinks fit, and shall on the requisition of Members who hold more than ten percent (10 per cent) of such of the capital of the Company as carries the right to vote at general meetings (excluding any capital held as treasury shares) in accordance with Sections 203 and 204 of the Law proceed to convene a general meeting.

Number, Appointment and Qualification of Directors

TISE 6(e)

23. The first Directors were specified in the application for incorporation prepared in accordance with section 17 of the Law. Unless a sole Director is specified in the application for incorporation and until otherwise determined by the Board, the number of Directors shall be not less than two.
24. The Board shall have power at any time to appoint any person eligible in accordance with section 137 of the Law to be a Director either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed the number, if any, fixed pursuant to these Articles. Any Director so appointed shall hold office only until the next following annual general meeting and shall then be eligible for re-election.
25. No person other than a Director retiring at a general meeting shall, unless recommended by the Directors, be eligible for election by the Company to the office of Director unless, not less than 14 clear days before the date appointed for the meeting there shall have been left at the Office notice in writing signed by a Shareholder duly qualified to attend and vote at the meeting for which such notice is given of his intention to propose such person for election together with notice in writing signed by that person of his willingness to be elected.
26. Without prejudice to the powers of the Board, the Company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director. At a general meeting a motion for the appointment of two or more persons as Directors by a single resolution shall not be made unless a resolution that it shall be so made has been first agreed to by the meeting without any vote being given against it.
27. A share qualification for a Director may be fixed by the Company in general meeting and unless and until so fixed no qualification shall be required.

Remuneration of Directors

28. The ordinary remuneration of the Directors shall not exceed in aggregate £75,000 per annum or such higher amount as the Company may from time to time by ordinary resolution determine. Such remuneration shall be deemed to accrue from day to day. The Directors shall also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company. In addition, the Board may reward additional remuneration to any Director engaged in TISE 6(b)

exceptional work at the request of the Board on a time spent basis. Such remuneration and expenses shall be allocated between all the class funds *pro rata* to the Net Asset Values of the class funds from time to time except to the extent that the Directors determine that an alternative allocation would be more equitable. In addition, the Directors may be paid such amounts as may be approved in the class fund rules of any particular class fund which amounts shall be charged to the relevant class fund. There is no arrangement under which a director or equivalent officer has waived or agreed to waive future emoluments.

TISE App9 PB
para45

Borrowing Powers of the Board

TISE 6(c)

29. Subject to applicable class fund rules, the Board may exercise all the powers of the Company to borrow money and to mortgage, hypothecate, pledge or charge all or part of its undertaking property and uncalled capital and to issue debentures and other securities, whether outright or as collateral security for any liability or obligation of the Company or of any third party.

Conflicts of Interest

30. A Director must, immediately after becoming aware of the fact that he is interested in a transaction or proposed transaction with the Company, disclose to the Board in accordance with section 162 of the Law:
- (a) if the monetary value of the Director's interest is quantifiable, the nature and monetary value of that interest; or
 - (b) if the monetary value of the Director's interest is not quantifiable, the nature and extent of that interest.
31. Section 30 does not apply if:-
- (a) the transaction or proposed transaction is between the Director and the Company; and
 - (b) the transaction or proposed transaction is or is to be entered into in the ordinary course of the Company's business and on usual terms and conditions.
 - (c) A general disclosure to the Board to the effect that a Director has an interest (as director, officer, employee, member or otherwise) in a party and is to be regarded as interested in any transaction which may after the date of the disclosure be entered into with that party is sufficient disclosure of interest in relation to that transaction.
32. Nothing in section 30 or 31 applies in relation to:-
- (a) remuneration or other benefit given to a Director;
 - (b) insurance purchased or maintained for a Director in accordance with Section 158 of the Law; or
 - (c) qualifying third party indemnity provision provided for a Director in accordance with Section 159 of the Law.
33. Save as provided in the Articles, a Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any material interest otherwise than by virtue of his interest in shares or debentures or other securities of or otherwise through the Company. A Director may be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.
34. Subject to the Articles and the below paragraph, a director is interested in a transaction to which the company is a party if the director:

TISE 6(a)

- (a) is a party to, or may derive a material benefit from, the transaction;
 - (b) has a material financial interest in another party to the transaction;
 - (c) is a Director, officer, employee or member of another party (other than a party which is an associated company) who may derive a material financial benefit from the transaction;
 - (d) is the parent, child or spouse of another party who may derive a material financial benefit from the transaction; or
 - (e) is otherwise directly or indirectly materially interested in the transaction.
35. A Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters namely:
- (a) the giving of any guarantee, security or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiaries;
 - (b) the giving of any guarantee, security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
 - (c) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof;
 - (d) any proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he is not the holder of or beneficially interested in one per cent or more of the issued shares of such company (or of any third company through which his interest is derived) or of the voting rights available to Shareholders of the relevant company (any such interest being deemed for the purpose of this paragraph to be a material interest in all circumstances).
36. Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employment with the company or any company in which the company is interested the Directors may be counted in the quorum for the consideration of such proposals and such proposals may be divided and considered in relation to each director separately and in such case each of the Directors concerned (if not debarred from voting) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.
37. A Director may hold any other office or place of profit under the company (other than Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Board may determine and no Director or intending Director or his firm shall be disqualified by his office from contracting with the company either with regard to his tenure of any such other office or place of profit or as vendor purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the company in which any director or his firm is in any way interested be liable to be avoided nor shall any director so contracting or being so interested be liable to account to the company for any profits realised by any such contract or arrangement by reason of such director holding that office or of the fiduciary relationship thereby established.

TISE 6(a), (b)

38. Any Director may act by himself or his firm in a professional capacity for the company (other than Auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.
39. If any question arises at any meeting as to the materiality of the Director's interest or as to the entitlement of any director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the Chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interests of the director concerned have not been fairly disclosed.
40. The Company may by ordinary resolution suspend or relax the provisions described in section 32 and 34 above to any extent or ratify any transaction not duly authorised by reason of a contravention of any such provision.

Disqualification and Removal of Directors

TISE 6(e)

41. The office of a Director shall cease to hold office:
 - (a) if he (not being a person holding for a fixed term an executive office subject to termination if he ceases for any reason to be a Director) resigns his office by written notice signed by him sent to or deposited at the Office;
 - (b) if he shall have absented himself (such absence not being absence with leave or by arrangement with the Board on the affairs of the Company) from meetings of the Board for a consecutive period of 12 months and the Board resolves that his office shall be vacated;
 - (c) if he dies or becomes of unsound mind or incapable;
 - (d) if he becomes insolvent suspends payment or compounds with his creditors;
 - (e) if he is requested to resign by written notice signed by all his co-Directors;
 - (f) if the Company in general meeting shall declare that he shall cease to be a Director; or
 - (g) if he becomes ineligible to be a Director in accordance with section 137 of the Law.
42. If the Company in general meeting removes any Director before the expiration of his period of office, it or the Board may appoint another person to be a Director in his stead who shall retain his office so long only as the Director in whose stead he is appointed would have held the same if he had not been removed. Such removal shall be without prejudice to any claims such Director may have for damages for breach of any contract of service between him and the Company.

Dividends

TISE 6(g)
TISE 12(a)(iii)

43. The method of payment of dividends shall, save to the extent specified in the Rules, be at the discretion of the Board.
44. (a) Subject to compliance with Section 304 of the Law, the Board may at any time if they think fit declare and pay such dividends as appear to be justified by the position of the Company.
- (b) The method of payment of dividends shall be at the discretion of the Board.

45. No dividend shall be paid in excess of the amounts permitted by the Law or approved by the Board.
46. All unclaimed dividends may be invested or otherwise made use of by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends unclaimed for a period of six years after having been declared shall be forfeited and shall revert to the Company.

Winding Up

47. (a) The assets available for distribution among the Shareholders upon the winding-up of the Company shall be applied as follows: with the assets of each class fund shall be applied *pro rata* to the number of Participating Shares of that class fund or as otherwise provided in the relevant class fund rules; and
- (b) If the Company shall be wound up the liquidator may, with the authority of a special resolution of Shares of any particular class fund, divide among the holders *in specie* the whole or any part of the assets of the class fund in question and whether or not the assets shall consist of property of a single kind and may for such purposes set such value as he deems fair upon any asset or classes of assets and may determine how such division shall be carried out as between the Shareholders or different classes of Shareholders. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Shareholders as the liquidator, with the like authority, shall think fit and the liquidation of the Company may be closed and the Company dissolved but so that no Shareholders shall be compelled to accept any assets in respect of which there is liability.

APC 4.3

Indemnity

48. The Directors, Secretary and officers of the Company and their respective heirs and executors shall, to the extent permitted by section 157 of the Law, be fully indemnified, and it shall be the duty of the Directors to pay, out of the assets and profits of the Company from and against all actions expenses and liabilities which they or their respective heirs or executors may incur by reason of any contract entered into or any act in or about the execution of their respective offices or trusts except such (if any) as they shall incur by or through their own negligence, default, breach of duty or breach of trust respectively and none of them shall be answerable for the acts receipts neglects or defaults of the others of them or for joining in any receipt for the sake of conformity or for any bankers or other person with whom any moneys or assets of the Company may be lodged or deposited for safe custody or for any bankers or other persons into whose hands any money or assets of the Company may come or for any defects of title of the Company to any property purchased or for insufficiency or deficiency of or defect in title of the Company to any security upon which any moneys of the Company shall be placed out or invested or for any loss misfortune or damage resulting from any such cause as aforesaid or which may happen in or about the execution of their respective offices or trusts except the same shall happen by or through their own negligence, default, breach of duty or breach of trust

Insurance

49. the Board may purchase and maintain, at the expense of the Company, insurance for the benefit of the Directors, secretary, officers, employees and other agents and/or to cover corporate reimbursement of such Directors, secretary, officers, employees and other agents.

Directors' and Other Interests

APC 11.4

- (a) At the date of this Information Memorandum, neither the Directors nor their spouses nor their infant children nor any persons considered connected persons by TISEA have any interest in the share capital of the Company or any options in respect of such capital.

TISE 39

- (b) At the date of this Information Memorandum, no Director nor their spouses nor their infant children nor any persons considered connected persons by TISEA has any interest, direct or indirect, in any assets which have been or are proposed to be acquired or disposed of by, or issued to, the Company, no Director is materially interested in any contract or arrangement subsisting at the date of this Information Memorandum which is unusual in its nature and conditions or significant in relation to the business of the Company and no Director has any interest in the promotion of, or in any property acquired or proposed to be acquired by, the Company except as set out in this paragraph. Mr Crosby is a director of the Investment Adviser which will receive fees pursuant to the Investment Advisory Agreement described under the heading "Investment Adviser" on page 19. Save as disclosed in this paragraph, no Director has any interest in any transaction which, since its incorporation, has been effected by or on behalf of the Company. TISE 39
- (c) There are no existing or proposed Directors' service contracts with the Company.
- (d) There are no outstanding loans by the Company to the Directors or any guarantees provided by the Company for their benefit.
- (e) There is no compulsory retirement age for the Directors. TISE 6d
- (f) Details of any direct or indirect interest of the Investment Adviser, Investment Services Provider, Custodian, Administrator and the Directors in the shares of the Fund will need to be included.
- (g) The aggregate remuneration payable to, and benefits in kind receivable by the Directors in respect of the current financial year will be not more than £75,000.
- (h) There is no capital in the Company which is under option, or agreed conditionally or unconditionally to be put under option.
- (i) There are no contracts or arrangements subsisting at the date of this Information Memorandum in which a Director of the Company is materially interested and which is significant in relation to the business of the Company other than those as disclosed in this Information Memorandum. TISE 43
- (j) None of the Directors hold any shares in the Company.

Litigation and Arbitration

The Company is not engaged in any legal or arbitration proceedings, and the Company is not aware of any legal or arbitration proceedings pending against the Company, that may have or have had in the recent past (since incorporation) a significant effect on the financial position of the Company. TISE 35

Material Contracts

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by the Company since its incorporation and are, or may be, material: TISE 46

- (a) the Administration Agreement dated 26 September 2018 between the Company, the Investment Adviser and the Administrator. This agreement provides that the appointment of the Administrator as administrator, secretary and registrar of the Company will continue until terminated by any party giving to the others not less than a minimum of 3 months' notice in writing although the agreement may be determined forthwith by notice in writing from any party to the others, where a party goes into liquidation or ceases to be able to pay its debts, or if a receiver has been appointed in respect of any of a party's assets, or where a party breaches its obligations under the agreement (not having remedied such breach within 30 days of notice requiring it to do so), or automatically upon the voluntary winding-up of the Company, or where it is no longer lawful for the Administrator to perform its obligations

under the agreement. The agreement provides that in the absence of bad faith, recklessness, fraud, negligence, willful default, or a breach of the agreement the Company is obliged to indemnify the Administrator for any losses it suffers in the performance or non-performance of its duties under the agreement (see also "Administrator, Secretary and Registrar" on pages 19 and 20 above);

- (b) the Custodian Agreement dated 26 September 2018 between the Company, the Investment Adviser and the Custodian. This agreement provides that the appointment of the Custodian will continue until terminated by either the Company or the Custodian giving to the other not less than [90] days' notice in writing or forthwith in the event of certain breaches or the insolvency of the Company or the Custodian and in certain other circumstances. The agreement provides that, in the absence of fraud, negligence, or breach of the agreement by the Custodian, the Company is to indemnify the Custodian for any claims, losses, liabilities, costs and expenses which may be brought against it or suffered or incurred in connection with the agreement. The Custodian must exercise reasonable skill, care and diligence in the discharge of its duties. The Custodian may appoint sub-custodians, agents or delegates ("Correspondents") to hold the assets of the Company. The Custodian will exercise reasonable skill, care and diligence in the selection, appointment and monitoring of such Correspondents and will be responsible to the Company, for the duration of any agreement with a Correspondent, for satisfying itself periodically as to the ongoing suitability of such Correspondent to provide custodial services to the Custodian. The Custodian will maintain an appropriate level of supervision over any Correspondent and will make appropriate enquiries periodically to confirm that the obligations of any Correspondent continue to be competently discharged. Subject to the Custodian complying with these obligations, the Custodian will not be responsible to the Company for any acts or omission of any Correspondent. Subject to exceptions, the agreement provides that the Custodian will be liable to the Company for any loss arising from negligence, fraud or a breach of the agreement in the performance of those duties;
- (c) the Investment Advisory Agreement dated 28 September 2018 between the Company and the Investment Adviser. This agreement provides that the appointment of the Investment Adviser will continue unless and until determined by either party giving to the other not less than 90 days' written notice. The agreement may be determined forthwith by notice in writing by either party to the other if the Investment Service Provider's performance of the agreement becomes illegal, if a party materially breaches its obligations under the agreement, if a party goes into liquidation or if a receiver, administrator or similar officer is appointed to it. Details of the fees payable to the Investment Adviser for managing the Company are set out on page 21. Out of these fees the Investment Adviser is to pay the fees of any person to whom the obligations of the Investment Adviser may be delegated except the Administrator. All fees are subject to annual review. The Investment Adviser is entitled to reimbursement of reasonable out-of-pocket expenses, to retain any initial charge included in the Subscription Price for Shares that are issued as described under "Shares — *Future Issues*" on pages 23 and 24 and to deal in Shares in the Company without accounting for profits to the Company or the Shareholders. The agreement provides that, in the absence of negligence, fraud or wilful default, the Investment Adviser is not to be liable to the Company and the Company is to indemnify the Investment Adviser for any losses it suffers in the performance of its duties under the agreement.

The following contract, although not entered into by the Company, is, or may be material:

- (d) the Investment Services Agreement dated 28 September 2018 between the Investment Adviser and the Investment Services Provider. This agreement provides that the appointment of the Provider will continue until determined by either party giving to the other not less than 90 days' written notice or forthwith in the event of the insolvency of the other party or the breach by the other party of its obligations under the agreement (not having remedied the breach within 30 days of notice requiring it to do so). The agreement provides that, in the absence of negligence, fraud or wilful default, the Investment Adviser is to indemnify the Investment Services Provider against all costs, losses, claims and expenses which may be incurred by it or made against it in connection with the agreement.

Inspection of Documents

Copies of the following documents are available for inspection free of charge, for a period or not less than 14 days from the date of this Memorandum at any time during normal business hours on any day, except Saturdays, Sundays and public holidays, and copies of them may be obtained on payment of a reasonable fee, at the registered office of the Company and, for the duration of the initial offer, at the offices of the Administrator as set out on page 7.

TISE 48

- (a) the Memorandum and Articles of Association of the Company;
- (b) the contracts referred to under the heading "Material Contracts" above;
- (c) the Companies (Guernsey) Law, 2008 (as amended);
- (e) a list of past and present directorships and partnerships held by each Director over the last five years;
- (f) the audited consolidated financial statements of the FF&P Venture Funds PCC Limited as at 31 March 2018 and for the prior two years and the unaudited financial statements for the six month period as at 30 September 2018; and
- (g) the unaudited financial statements of the FF&P Venture Funds Subsidiary Limited as at 31 March 2018 and for the prior two years;
- (h) a letter from PricewaterhouseCoopers CI LLP, the Company's auditors, dated 4 October 2018 pursuant to which they have given and have not withdrawn their written consent to act as auditors of the Company and the inclusion of references to their name in this memorandum.; and
- (i) this Information Memorandum

The Register of Members and the statutory records of the Company are held at the Company's Registered Office and are available for inspection at any time during normal business hours on any day, except Saturdays, Sundays and public holidays, at the offices of Vistra Fund Services (Guernsey) Limited, 11 New Street, St Peter Port, Guernsey GY1 2PF.

TISE App9 PB
Para 38**No material change**

Save as set out in this Information Memorandum, there has been no material adverse change to:

- (a) the Company;
- (b) the Company's group structure;
- (c) the Company's business or accounting policies; or
- (d) the financial or trading position of the Company,

TISE 33

during the period from its date of incorporation to the date of the application for listing of the Shares.¹

Material interests

All parties involved in the TISE listing have been disclosed and, at the time of this Information Memorandum and insofar as the Company is aware, there are no conflicts of interest to disclose in this Information Memorandum in respect of the Shares.

Working Capital

The Company is of the opinion that the Company has sufficient working capital for its present requirements, that is, at least 12 months following the publication of this Information Memorandum.

TISE 32

General

- (a) The Company does not have and does not expect to have, nor has it since its incorporation, had any employees.
- (b) The Company is responsible for all its operating expenses including, without limitation, Directors' fees and expenses, legal costs, bank charges, auditors' remuneration and expenses, costs of dealing in the assets of the Company, interest on any borrowings effected by the Company, the fees of the GFSC and the costs and expenses of the preparation, printing and, where applicable, distribution or publishing of certificates, tax vouchers, warrants, proxy cards, contract notes, this Information Memorandum and annual or half-yearly financial statements and all other documents in connection with the Company.
- (c) The Company may be subject to withholding tax on distributions received in respect of its investments, which withholding tax may not be recoverable.
- (d) Save as disclosed under "Fees and Expenses", no amount or benefit has been paid or given or is intended to be paid or given to any promoter of the Company.
- (e) Save as disclosed under "Fees and Expenses", no commissions, discounts, brokerages or other special terms have been granted by the Company in connection with the issue or sale of any share or loan capital.
- (f) No dividends have been declared as at the date of this Information Memorandum.
- (g) As at the date of this Information Memorandum the Company has neither any debt securities, loan capital (including term loans) outstanding or created but unissued, or any outstanding mortgages, charges, debentures or other borrowings or indebtedness in the nature of borrowings, including bank overdrafts, liabilities under acceptance or acceptance credits, obligations under finance leases, hire purchase commitments, guarantees or other contingent liabilities.
- (h) All consents, approvals, authorisations or other orders of all regulatory authorities (if any) required by the Company under the laws of Guernsey for the offering of the Shares, for the Investment Adviser to undertake its obligations under the Investment Advisory Agreement and for the establishment and management of the Company have been given.
- (i) Interim and annual reports of the Company will be sent to the Company Announcements Office of TISE within four months and six months, respectively, of the end of the period to which they relate. Interim and annual reports will be published and sent to Shareholders within the same time periods.
- (j) The annual report and audited consolidated financial statements of FF&P Venture Funds PCC Limited and the annual report and unaudited financial statements for FF&P Venture Funds Subsidiary Limited both as at 31 March 2018 and for the prior two years and the interim report and unaudited interim consolidated statements of FF&P Venture Funds PCC Limited for the six months to 30 September 2018 are set out in the Appendix. All the FF&P Venture Funds PCC Limited annual reports and audited consolidated financial statements were audited by PricewaterhouseCoopers CI LLP. There has been no significant change in the financial or trading position of Cell I Portfolio 2 and Cell IV since 31 March 2018. PricewaterhouseCoopers CI LLP have indicated their willingness to act as auditor to the Company.

TISE 44, 29(a), (b),
(c), (d)
APC 1.5TISE 48(f)
APC 5.4

- (k) The Auditors have held office since incorporation of the Issuer and are a firm of chartered accountants qualified to practise in England and Wales. PricewaterhouseCoopers CI LLP is a member firm of the Institute of Chartered Accountants in England and Wales. The principals of the Auditors are members or affiliates of the Institute of Chartered Accountants in England and Wales or the Institute of Chartered Accountants in Scotland and hold relevant practicing certificates enabling them to sign audit reports for companies incorporated in England and Wales. TISE 4
- (l) The statutory records of the Company will be held at the Company's Registered Office.

January 2019

APPENDIX

Part I

Financial Statements for FF&P Venture Funds PCC Limited for the 3 year periods ending 31 March 2018 and to the six month period ending 30 September 2018

Part II

Financial Statements for FF&P Venture Funds Subsidiary Limited for the 3 year periods ending 31 March 2018