

Menhaden

Menhaden Capital PLC
Initial Public Offering

9TH JULY 2015

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This document comprises a prospectus (the “Prospectus”) relating to Menhaden Capital PLC (the “Company”), prepared in accordance with the Prospectus Rules of the UK Listing Authority made pursuant to section 73A of FSMA. This Prospectus has been approved by the Financial Conduct Authority (the “FCA”) and has been filed with the FCA and made available to the public in accordance with Rule 3.2 of the Prospectus Rules.

Applications will be made for the Ordinary Shares to be admitted to the Official List of the UK Listing Authority with a premium listing and to be admitted to trading on (i) the London Stock Exchange’s Main Market for listed securities and (ii) the Social Stock Exchange Segment of the ICAP Securities & Derivatives Exchange Main Board. It is not intended that any class of Shares in the Company be admitted to listing in any other jurisdiction. It is expected that Admission will become effective and that dealings for normal settlement in the Ordinary Shares will commence on 31 July 2015.

Menhaden Capital PLC

(Incorporated in England and Wales with registered no. 09242421 and registered as an investment company under section 833 of the Companies Act 2006)

Placing and Offer for Subscription of up to 150 million Ordinary Shares at 100 pence per Ordinary Share

Sponsor, Corporate Broker and Bookrunner

Numis Securities Limited

The Company and each of the Directors whose name appears on page 45 of this Prospectus, accept responsibility for the information contained in this Prospectus. To the best of the knowledge of the Company and the Directors, who have taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Menhaden Capital Management LLP (“**Menhaden**”) accepts responsibility for the information and opinions contained under the sections entitled “Investment opportunity”, “Investment approach” and “Portfolio Overview” in Part III of this Prospectus and any other information or opinion related to or attributed to it or the Menhaden Team. To the best of the knowledge of Menhaden, which has taken all reasonable care to ensure that such is the case, the information or opinions contained in this Prospectus related to or attributed to it or the Menhaden Team are in accordance with the facts and does not omit anything likely to affect the import of such information.

Numis Securities Limited (“**Numis**”) is authorised and regulated by the FCA and is acting exclusively for the Company and for no one else in connection with the Issue and will not be responsible to anyone (whether or not a recipient of this Prospectus) other than the Company for providing the protections afforded to clients of Numis or for affording advice in relation to the Issue, the contents of this Prospectus or any matters referred to herein. Numis is not responsible for the contents of this Prospectus. This does not exclude any responsibilities which Numis may have under FSMA or the regulatory regime established thereunder.

Apart from the liabilities and responsibilities (if any) which may be imposed on Numis by FSMA or the regulatory regime established thereunder, Numis makes no representations, express or implied, nor accepts any responsibility whatsoever for the contents of this Prospectus nor for any other statement made or purported to be made by it or on its behalf in connection with the Company, the AIFM, the Ordinary Shares or the Issue. Numis and its Affiliates accordingly disclaim all and any liability (save for any statutory liability) whether arising in tort or contract or otherwise which it might otherwise have in respect of this Prospectus or any such statement.

The Offer and the Placing will remain open until 11.00 a.m. on 28 July 2015. Persons wishing to participate in the Offer should complete the Application Form set out in Appendix 1 to this Prospectus. To be valid, Application Forms must be completed and returned with the appropriate remittance so as to reach Capita Asset Services by post, or by hand (during business hours only), to Capita Asset Services, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU as soon as possible, and in any event by no later than 11.00 a.m. on 28 July 2015.

The actual number of Ordinary Shares to be issued pursuant to the Issue will be determined by the Company, the AIFM and Numis after taking into account the demand for the Ordinary Shares and prevailing economic market conditions. The Company does not envisage making an announcement regarding the amount to be raised in the Issue or the number of Ordinary Shares to be issued until determination of the number of Ordinary Shares to be issued and allotted, unless required to do so by law.

Further details of the Issue and how the number of such Ordinary Shares is to be determined are contained in Part V (Issue Arrangements) of this Prospectus.

The Ordinary Shares have not been and will not be registered under the United States Securities Act of 1933 (the “**Securities Act**”) or with any securities regulatory authority of any state, territory or other jurisdiction of the United States, and, subject to certain exceptions, may not be offered or sold within the United States or to, or for the account or benefit of, any US Person (as defined in Regulation S under the Securities Act (“**Regulation S**”)). No offer, purchase, sale or transfer of Ordinary Shares may be made except in a manner which would not require the Company to register under the United States Investment Company Act of 1940, as amended (the “**Investment Company Act**”). There will be no public offer of the Ordinary Shares in the United States.

Neither the US Securities and Exchange Commission (the “SEC”) nor any state securities commission has approved or disapproved of the Ordinary Shares or passed upon or endorsed the merits of the offering of the Ordinary Shares or the adequacy or accuracy of this Prospectus. Any representation to the contrary is a criminal offence in the United States.

The Ordinary Shares may not be acquired by: (i) investors using assets of: (A) an “employee benefit plan” as defined in Section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”) that is subject to Title I of ERISA; (B) a “plan” as defined in Section 4975 of the United States Internal Revenue Code of 1986, as amended (the “**US Tax Code**”), including an individual retirement account or other arrangement that is subject to Section 4975 of the US Tax Code; or (C) an entity whose underlying assets are considered to include “plan assets” by reason of investment by an “employee benefit plan” or “plan” described in preceding clause (A) or (B) in such entity pursuant to the US Plan Assets Regulations; or (ii) a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the US Tax Code (collectively, “**Benefit Plan Investors**”), unless its purchase, holding, and disposition of the Ordinary Shares will not constitute or result in a non-exempt violation of any such substantially similar law.

In addition, the Ordinary Shares are subject to restrictions on transferability and resale in certain jurisdictions and may not be transferred or resold except as permitted under applicable securities laws and regulations. Investors may be required to bear the financial risks of their investment in the Ordinary Shares for an indefinite period of time. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdictions. For further information on restrictions on offers, sales and transfers of the Ordinary Shares, please refer to the section entitled “United States transfer restrictions” in Part V of this Prospectus.

In connection with the Issue, Numis and its Affiliates acting as an investor for its or their own account(s), may acquire Ordinary Shares and, in that capacity, may retain, purchase, sell, offer to sell or otherwise deal for its or their own account(s) in such securities of the Company, any other securities of the Company or other related investments in connection with the Issue or otherwise. Accordingly, references in this Prospectus to the Ordinary Shares being issued, offered, acquired, subscribed or otherwise dealt with, should be read as including any issue or offer to, acquisition of, or subscription or dealing by Numis and any of its Affiliates acting as an investor for its or their own account(s). Neither Numis nor any of its Affiliates intends to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so.

The Ordinary Shares are only suitable for investors: (i) who understand the potential risk of capital loss and that there may be limited liquidity in the underlying investments of the Company; (ii) for whom an investment in the Ordinary Shares is part of a diversified investment programme; and (iii) who fully understand and are willing to assume the risks involved in such an investment portfolio. Investors in the Company are expected to be institutional investors, professional investors, high net worth investors and advised individual investors who understand the risks involved in investing in the Company and/or who have received advice from their fund manager or broker regarding investment in the Company. It should be remembered that the price of the Ordinary Shares and the income from them can go down as well as up.

This Prospectus does not constitute or form part of any offer or invitation to sell, or the solicitation of an offer to acquire or subscribe for, any securities other than the securities to which it relates or any offer or invitation to sell or issue, or any solicitation of any offer to purchase or subscribe for such securities by any person in any circumstances in which such offer or solicitation is unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements on the Company or Numis.

Capitalised terms contained in this Prospectus shall have the meanings set out in Part X of this Prospectus, save where the context indicates otherwise.

Prospective investors should read the entire Prospectus and, in particular, the section headed “Risk Factors” beginning on page 21 when considering an investment in the Company.

This Prospectus is dated 9 July 2015

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SUMMARY

Summaries are made up of disclosure requirements known as “Elements”. These Elements are numbered in Sections A – E (A1 – E7). This summary contains all the Elements required to be included in a summary for this type of security and issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the type of security and issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of “not applicable”.

Section A – Introduction and warnings		
Element	Disclosure requirement	Disclosure
A1	Warning	This summary should be read as an introduction to this Prospectus. Any decision to invest in the Ordinary Shares should be based on consideration of this Prospectus as a whole by the investor. Where a claim relating to the information contained in this Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the member states of the European Union, have to bear the costs of translating this Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus or it does not provide, when read together with the other parts of this Prospectus, key information in order to aid investors when considering whether to invest in the Ordinary Shares.
A2	Use of prospectus by financial intermediaries	Not applicable. The Company has not given its consent to the use of the Prospectus for subsequent resale or final placement of securities by financial intermediaries.

Section B – Issuer		
Element	Disclosure requirement	Disclosure
B1	Legal and commercial name	Menhaden Capital PLC.
B2	Domicile and legal form	The Company was incorporated under the Act in England and Wales as a public limited company on 30 September 2014 with registered number 09242421. The Company has received a certificate under section 761 of the Act entitling it to commence business and to exercise its borrowing powers. The Company has given notice to the Registrar of Companies that it intends to carry on business as an investment company under section 833 of the Act. The Company will apply to HMRC for approval as an investment trust company and intends at all times to conduct its affairs so as to enable it to qualify as an investment trust for the purposes of Part 4 of Chapter 24 of the Corporation Tax Act 2010 and the Investment Trust (Approved Company) (Tax) Regulations 2011 (as amended).
B5	Group description	Not applicable. The Company is not part of a group and does not have any subsidiaries.

B6	Notifiable interests/ voting rights	<p>Not applicable.</p> <p>The AIFM holds all voting rights in the Company as at the date of this Prospectus. Also, as at the date of this Prospectus and insofar as is known to the Company, assuming Gross Proceeds of £80 million, no person will, immediately following the Issue, be directly or indirectly interested in three per cent. or more of the Company's share capital. Other than in respect of the Redeemable Preference Shares, none of the Company's Shareholders has or will have voting rights attached to the Shares held by them which are different from the voting rights attached to any other Ordinary Shares in the same class in the Company. As at the date of this Prospectus, the Company, insofar as is known to the Company, will not immediately following the Issue be directly or indirectly owned or controlled by any single person or entity and there are no arrangements known to the Company the operation of which may subsequently result in a change of control of the Company.</p>
B7	Key financial information	Not applicable. The Company has been newly incorporated and has no historical financial information.
B8	Key pro forma financial information	Not applicable. No pro forma information is included in this Prospectus.
B9	Profit forecast	Not applicable. No profit estimate or forecast has been made for the Company.
B10	Description of the nature of any qualifications in the audit report on the historical financial information	Not applicable. The Company has been newly incorporated and has no historical financial information.
B11	Explanation if working capital not sufficient for present requirements	Not applicable. The Company is of the opinion that the working capital available to it is sufficient for its present requirements, that is for at least 12 months from the date of this Prospectus.
B34	Investment objective and policy	<p>Investment objective</p> <p>The Company's investment objective is to generate long-term shareholder returns, predominantly in the form of capital growth, by investing in businesses and opportunities, irrespective of their size, location or stage of development, delivering or benefiting from the efficient use of energy and resources.</p> <p>Whilst the intention is to pursue an active, non-benchmarked total return strategy, the Company will be cognisant of the positioning of its Portfolio against the MSCI World Total Return Index (in Sterling). Accordingly, the Menhaden Team will take notice of the returns of that index with a view to outperforming it over the long term.</p> <p>Investment policy</p> <p>The Company's investment objective will be pursued through constructing a conviction-driven Portfolio consisting primarily</p>

		<p>of direct listed and unlisted holdings across different asset classes and geographies.</p> <p><i>Asset allocation</i></p> <p>The Company will invest, either directly or through External Funds, in a Portfolio that is comprised of three main allocations:</p> <ul style="list-style-type: none"> • listed equity; • yield assets; and • special situations. <p>The flexibility to invest across asset classes affords the Company two main benefits:</p> <ul style="list-style-type: none"> • it enables construction of a Portfolio based on an assessment of market cycles; and • it enables investment in all opportunities which benefit from the investment theme. <p>Once substantially invested, it is expected that the Portfolio will comprise approximately 20 to 25 positions. Typically, the Portfolio will not comprise fewer than 20 positions or more than 50 positions. For these purposes, an investment in an External Fund is treated as one position.</p> <p><i>Geographic focus</i></p> <p>The Portfolio will be predominantly focused on investments in developed markets, though if opportunities that present an attractive risk and reward profile are available in emerging markets then these may also be pursued.</p> <p>While many of the companies forming the Portfolio will be headquartered in the UK, USA or Europe, it should be noted that many of those companies will be global in nature so their reporting currency may not reflect their actual geographic or currency exposures.</p> <p><i>Investment restrictions</i></p> <p>Subject at all times to any applicable investment restrictions contained in the Listing Rules from time to time, the Menhaden Team will not make an investment if it would cause the Company to breach any of the following limits at the point of investment:</p> <ol style="list-style-type: none"> (1) no more than 20 per cent. of the Company's gross assets may be invested, directly or indirectly through External Funds, in the securities of any single entity; and (2) no more than 20 per cent. of the Company's gross assets may be invested in a single External Fund. <p><i>Hedging</i></p> <p>The Company may enter into any hedging or other derivative arrangements which the AIFM or the Menhaden Team may from time to time consider appropriate for the purposes of efficient portfolio management, and the Company may for</p>
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		<p>these purposes generate leverage through the use of options, futures, options on futures, swaps and other synthetic or derivative financial instruments.</p> <p>The Menhaden Team does not expect to be engaging in currency hedging on a regular basis. However, given that a proportion of the Company's assets could be denominated in currencies other than Sterling, the Company will be subject to foreign exchange risks which could adversely affect the Net Asset Value. Accordingly, the Menhaden Team may, within such parameters as are approved by the AIFM and in accordance with the Company's investment policy, seek to hedge the Company's exposure to non-Sterling assets, subject to suitable hedging contracts being available at appropriate times and on terms acceptable to the Menhaden Team.</p> <p>Cash management</p> <p>While it is intended that the Company's Portfolio will comprise both listed and unlisted investments, as well as interests in External Funds, the Company may hold cash on deposit or invest on a temporary basis in a range of equity and debt securities and cash equivalent instruments that are readily realisable pending investment in longer-term opportunities in accordance with the Company's investment policy. There is no restriction on the amount of cash or cash equivalent instruments that the Company may hold and there may be times when it is appropriate for the Company to have a significant cash position instead of being fully or near fully invested.</p> <p>Risk</p> <p>The Company's approach to risk will be focused on the risk of a permanent diminution in capital.</p>
B35	Borrowing limits	<p>The Company may incur indebtedness for working capital and investment purposes, up to a maximum of 20 per cent. of the Net Asset Value at the time of incurrence. The decision on whether to incur indebtedness may be taken by the Investment Committee within such parameters as are approved by the AIFM and the Board from time to time. There will be no limitations on indebtedness being incurred at the level of the Company's underlying investments (and measures of indebtedness for these purposes accordingly exclude debt in place at the underlying investment level).</p>
B36	Regulatory status	<p>The Company operates under the Act and is not regulated as a collective investment scheme by the FCA. The Company intends to carry on its business as an investment trust for the purposes of section 1158 of the Corporation Tax Act 2010 (as amended) at all times.</p>
B37	Typical investors	<p>The Issue is designed to be suitable for institutional investors and professionally-advised private investors seeking exposure to assets that focus on efficient resource use. The Ordinary Shares may also be suitable for investors who are institutional investors, professional investors, high net worth investors and advised individual investors who understand the risks involved</p>

		in investing in the Company and/or who have received advice from their fund manager or broker regarding investment in the Company.
B38	Investment of 20% or more in single underlying asset or investment company	Not applicable. No investment will represent 20 per cent. or more of the gross assets at the time of investment.
B39	Investment of 40% or more in single underlying asset or investment company	Not applicable. No investment will represent 40 per cent. or more of the gross assets at the time of investment.
B40	Applicant's service providers	<p>AIFM</p> <p>The Company and the AIFM have entered into the AIFM Agreement dated 9 July 2015, pursuant to which the AIFM is appointed to act as alternative investment fund manager of the Company. The AIFM will have overall responsibility to perform portfolio and risk management functions for the Company and to advise the Company on a day-to-day basis in accordance with the investment policy of the Company, subject to the overall policies, supervision, review and control of the Board. Under the terms of the AIFM Agreement, the AIFM has discretion to buy, sell, retain, exchange or otherwise deal in investment assets for the account of the Company. The AIFM Agreement also provides that the AIFM will provide company secretarial and administration services.</p> <p><i>Portfolio Management Fee</i></p> <p>With effect from Admission, the AIFM will be entitled to receive from the Company in respect of its services provided under the AIFM Agreement, a Portfolio Management Fee payable monthly in arrear and calculated on the last Business Day of each calendar month as follows: (i) an amount equal to one-twelfth of 1.25 per cent. of the Net Asset Value on such date up to £150 million; and (ii) in addition to the amount in (i) above, an amount equal to one twelfth of 1 per cent. of the Net Asset Value on such date which is in excess of £150 million (if any).</p> <p>In accordance with the Directors' policy on the allocation of expenses between income and capital, in each financial year, 80 per cent. of the Portfolio Management Fee payable is expected to be charged to capital and the remaining 20 per cent. to income.</p> <p><i>Performance Fee</i></p> <p>The AIFM may also become entitled to a Performance Fee calculated on the following basis. In respect of a given 3 year performance period, a performance fee shall be calculated and payable to the AIFM equal to 10 per cent. of the amount, if any, by which the Company's adjusted Net Asset Value at the end of that performance period exceeds the higher of (a) a compounding hurdle on the Gross Proceeds of 5 per cent. per annum and (b) a high watermark, subject to a cap in each performance period of an amount equal to the aggregate of 1.5</p>

	<p>per cent. of the weighted average Net Asset Value in each year (or part year, as applicable) of that performance period.</p> <p>Pursuant to the terms of the Deed of Assignment, the AIFM has assigned to Menhaden the right to receive the Portfolio Management Fee and Performance Fee under the AIFM Agreement and all claims in respect of the same.</p> <p><i>AIFM Fee</i></p> <p>The AIFM will also be entitled to be paid by the Company a monthly fee, payable in arrear, for risk management, company secretarial and administration services as follows:</p> <ul style="list-style-type: none"> (i) an amount equal to one twelfth of 22.5 basis points of the Net Asset Value on such date up to £150 million; (ii) in addition to the amount in (i) above, an amount equal to one twelfth of 20 basis points of the Net Asset Value on such date which is in excess of £150 million but does not exceed £500 million (if any); and (iii) in addition to the amounts in (i) and (ii) above, an amount equal to one twelfth of 17.5 basis points of the Net Asset Value which is in excess of £500 million (if any). <p><i>Sponsor, Corporate Broker and Bookrunner</i></p> <p>Pursuant to the Sponsor and Placing Agreement dated 9 July 2015 between the Company, the AIFM, Menhaden, the Directors and Numis, Numis has agreed, subject to certain conditions, to use its reasonable endeavours to procure Places for Ordinary Shares at the Issue Price.</p> <p>The Company has appointed Numis as UKLA sponsor to the Company in connection with the Issue.</p> <p>The obligation of Numis to use its reasonable endeavours to procure subscribers for Ordinary Shares is conditional upon certain conditions that are customary for an agreement of this nature. These conditions include, among others: (i) Admission occurring and becoming effective by 8.00 a.m. London time on or prior to 31 July 2015 (or such later time and/or date, not being later than 1 September 2015, as the Company and Numis may agree); and (ii) the Sponsor and Placing Agreement not having been terminated in accordance with its terms.</p> <p>In consideration for its services in relation to the Issue and conditional upon completion of the Issue, Numis will be paid a fixed fee of £400,000. In addition Numis will be paid a commission of 1.0 per cent. (rising to 2.0 per cent.) based on investors introduced by Numis to the Issue.</p> <p><i>Depositary</i></p> <p>The Company, the AIFM and the Depositary have entered into the Depositary Agreement dated 9 July 2015 pursuant to which the Depositary acts as the depositary of the Company for the purposes, inter alia, of monitoring the cash flows of the Company and safekeeping the assets of the Company.</p>
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	<p>The Depositary has entered into a written agreement delegating the performance of its safekeeping function in respect of certain assets to JPMorgan Chase Bank National Association, London branch, who will act as the Company's Custodian. The Depositary is liable to the Company for the loss of financial instruments of the Company which are held in custody as part of the Depositary's safekeeping function. The liability of the Depositary will not be affected by the fact that it has entrusted the safekeeping function to a third party save where this liability has been lawfully discharged to a delegate (any such discharge will be notified to the Shareholders) or where the loss of financial instruments could not have been prevented despite rigorous and comprehensive due diligence, and arises as a result of an external event beyond the reasonable control of the Depositary as provided for under the AIFM Directive. The Depositary will not be indemnified out of the assets of the Company for the loss of financial instruments where it is so liable.</p> <p>The Company has provided a counter-indemnity to the Depositary.</p> <p>The Depositary is entitled to receive an annual fee of the higher of £40,000 or 1.75 basis points of the Net Asset Value up to £150 million, 1.50 basis points of the Net Asset Value in excess of £150 million up to £300 million, 1.00 basis points of the Net Asset Value in excess of £300 million up to £500 million and 0.5 basis points of the Net Asset Value in excess of £500 million. In addition, the Depositary will be entitled to a variable custody fee which will depend on the type and location of the assets of the Company.</p> <p><i>Receiving Agent</i></p> <p>The Company and Capita Asset Services have entered into the Receiving Agent Services Agreement dated 9 July 2015, pursuant to which the Company has appointed Capita Asset Services as Receiving Agent to the Company.</p> <p>Under the terms of the Receiving Agent Services Agreement, the Receiving Agent is entitled to an hourly fee for professional advisory services at a minimum charge of £2,000, plus a minimum processing fee of £5,000. The Receiving Agent is also entitled to levy certain charges on a per item basis. The Receiving Agent will also be entitled to reimbursement of all out of pocket expenses reasonably and properly incurred by it in connection with its duties.</p> <p><i>Registrar</i></p> <p>The Company and Capita Asset Services have entered into a Registrar Services Agreement dated 9 July 2015, pursuant to which Capita Asset Services has been appointed as Registrar to the Company. The Registrar shall be entitled to receive an annual maintenance fee of £2.00 per Shareholder account per annum, subject to a minimum charge of £3,750 per annum. The Registrar shall also be entitled to reimbursement of all out of pocket costs, expenses and charges properly incurred on behalf of the Company.</p>
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B41	Regulatory status of investment manager, investment adviser and custodian	<p><i>AIFM</i></p> <p>The AIFM is a limited liability partnership incorporated in England and Wales with registered number OC323835. It is authorised and regulated by the FCA for, among other things, managing AIFs.</p> <p><i>Depositary</i></p> <p>The Depositary is a private limited company incorporated in England and Wales with registered number 00938937. It is authorised by the FCA for the purpose of providing depositary services.</p>
B42	Calculation of Net Asset Value	<p>The Net Asset Value per Ordinary Share will be calculated in Sterling by the AIFM on a monthly basis. Such calculations will be notified monthly through a Regulatory Information Service and will also be available through the Company's website.</p> <p>The Net Asset Value is the value of all assets of the Company less liabilities (including provisions for such liabilities). The Net Asset Value per Share is the Net Asset Value divided by the number of Ordinary Shares in issue at the relevant time.</p> <p>Publicly traded securities will be valued by the AIFM by reference to their bid price or last traded price, if applicable, on the relevant exchange in accordance with the Association of Investment Companies' valuation guidelines and applicable accounting standards. Where trading in the securities of an investee company is suspended, the investment in those securities will be valued at the AIFM's estimate of its net realisable value. In preparing these valuations, the AIFM will take into account, where appropriate, latest dealing prices, valuations from reliable sources, comparable asset values and other relevant factors.</p> <p>The AIFM will determine the value of investments that are not publicly traded, such as the Company's yield assets and special situation investments, either by reference to the valuation reported by the relevant manager or other relevant service provider of such investments, or will prepare its own valuation on the basis of the Association of Investment Companies' valuation guidelines, the International Private Equity and Venture Capital Valuation Guidelines or any other guidelines the AIFM considers appropriate. Any such valuations prepared by the AIFM will be approved by the Audit Committee at least twice a year.</p> <p>If the Board considers that any of the above bases of valuation are inappropriate in any particular case, or generally, it may adopt such other valuation procedures as it considers reasonable in the circumstances.</p>
B43	Cross liability	Not applicable. The Company is not an umbrella collective investment undertaking.
B44	No financial statements have been made up	Not applicable. The Company has been newly incorporated and has no historical financial information.

		Save for its entry into the material contracts summarised in section 8 of Part VII of this Prospectus and certain non-material contracts, since its incorporation the Company has not commenced operations, has not declared any dividend and no financial statements have been made up. The Company is resident for tax purposes in the United Kingdom and currently has no employees.
B45	Portfolio	<p>The Company has, as at the date of this Prospectus, made commitments under the Sale and Purchase Agreements to acquire limited partnership interests in the following External Funds managed by WHEB Capital Partners LLP:</p> <ul style="list-style-type: none"> • WHEB Ventures Private Equity Fund 2 LP, a limited partnership established in England and Wales, for an aggregate consideration of £9,962,473 and to which outstanding undrawn commitments of £925,221 are attached; and • WHEB Partners Private Equity Fund 3 LP, a limited partnership established in England and Wales, for an aggregate consideration of £3,738,235 and to which outstanding undrawn commitments of £9,546,868 are attached, <p>(together, the “Seed Assets”).</p> <p>These commitments are conditional upon the vendors participating in the Issue and Admission occurring.</p>
B46	Net Asset Value	Not applicable. The Company has not commenced operations and so has no Net Asset Value as at the date of this Prospectus.

Section C – Securities											
Element	Disclosure requirement	Disclosure									
C1	Type and class of securities	<p>The Ordinary Shares being offered under the Issue are ordinary shares with a nominal value of 1 pence in the capital of the Company. Applications will be made for the Ordinary Shares to be admitted to the Official List of the UK Listing Authority with a premium listing and to be admitted to trading on (i) the London Stock Exchange’s Main Market for listed securities and (ii) the Social Stock Exchange Segment of the ICAP Securities & Derivatives Exchange Main Board.</p> <p>The ISIN of the Ordinary Shares is GB00BZ0XWD04 and the SEDOL is BZ0XWD0. The ticker symbol of the Company is MHN.</p>									
C2	Currency of the securities issue	Sterling.									
C3	Number of securities in issue	<p>The following table shows the issued share capital (excluding treasury shares) of the Company as at the date of this Prospectus:</p> <table border="1"> <thead> <tr> <th></th> <th><i>Nominal Value (£)</i></th> <th><i>Number</i></th> </tr> </thead> <tbody> <tr> <td>Ordinary Shares</td> <td>0.01</td> <td>1</td> </tr> <tr> <td>Redeemable Preference Shares</td> <td>50,000</td> <td>5,000,000</td> </tr> </tbody> </table>		<i>Nominal Value (£)</i>	<i>Number</i>	Ordinary Shares	0.01	1	Redeemable Preference Shares	50,000	5,000,000
	<i>Nominal Value (£)</i>	<i>Number</i>									
Ordinary Shares	0.01	1									
Redeemable Preference Shares	50,000	5,000,000									

C4	Description of the rights attaching to the securities	<p><i>Life</i></p> <p>The Company has been established with an unlimited life. The Articles provide, however, that a vote be put to Shareholders as an ordinary resolution at the annual general meeting of the Company to be held in 2020 and every fifth year thereafter. If passed by the Shareholders the effect of that resolution will be that the Company continues its business as an investment trust. If the resolution is not passed, then the Directors will be required to put proposals for the reconstruction, reorganisation or winding-up of the Company to the Shareholders for their approval within six months of the date of the annual general meeting at which the resolution was proposed.</p> <p><i>Dividends</i></p> <p>Subject to the provisions of the Act, the Company may by ordinary resolution declare dividends. No dividends shall exceed the amount recommended by the Board. Subject to the provisions of the Act, the Company may pay interim dividends, or dividends payable at a fixed rate, if it appears to them that such dividends are justified by the profits of the Company available for distribution.</p> <p>Subject to the provisions of the Act and the Articles, all dividends shall be declared and paid according to the amounts paid up on the Shares on which the dividend is paid. If any Share is issued on terms that it ranks for dividend as at a particular date, it shall rank for dividend accordingly. In any other case, dividends shall be apportioned and paid proportionately to the amount paid up on the Shares during any portion(s) of the period in respect of which the dividend is paid.</p> <p>Notwithstanding any other provision of the Articles, but without prejudice to the rights attached to any Shares, the Company may fix a date as the record date by reference to which a dividend will be declared or paid or a distribution, allotment or issue made. No dividends or other money payable in respect of a Share shall bear interest against the Company unless otherwise provided by the rights attached to the Share.</p> <p><i>Distribution of assets on a winding up</i></p> <p>If the Company is wound up, with the sanction of a special resolution and any other sanction required by law and subject to the Act, the liquidator may divide among the Shareholders in specie the whole or any part of the assets of the Company and for that purpose may value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. With the like sanction, the liquidator may vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he may with the like sanction determine, but no Shareholder shall be compelled to accept any assets upon which there is a liability.</p>
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		<p><i>Voting rights</i></p> <p>Subject to any rights or restrictions attached to any class of Shares, on a show of hands every Shareholder present in person at a meeting has one vote and every proxy present who has been duly appointed by a Shareholder entitled to vote has one vote, and on a poll every Shareholder (whether present in person or by proxy) has one vote for every Share of which he is the holder. A Shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses the same way. In the case of joint holders, the vote of the senior who tenders a vote shall be accepted to the exclusion of the vote of the other joint holders, and seniority shall be determined by the order in which the names of the holders appear in the Register.</p> <p>No Shareholder shall have any right to vote at any general meeting or at any separate meeting of the holders of any class of Shares, either in person or by proxy, in respect of any Share held by him unless all amounts payable by him in respect of that Share have been paid.</p>
C5	Restrictions on the free transferability of the securities	<p>In their absolute discretion, the Directors may refuse to register the transfer of a Share in certificated form which is not fully paid provided that if the Share is listed on the Official List such refusal does not prevent dealings in the Shares from taking place on an open and proper basis. The Directors may also refuse to register a transfer of a Share in certificated form unless the instrument of transfer:</p> <ul style="list-style-type: none"> • is lodged, duly stamped, at the registered office of the Company or such other place as the Directors may appoint and is accompanied by the certificate for the Share to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; • is in respect of only one class of Share; • is not in favour of more than four transferees; and • the transfer is not in favour of any Non-Qualified Holder. <p>The Directors may refuse to register a transfer of a Share in uncertificated form to a person who is to hold it thereafter in certificated form in any case where the Company is entitled to refuse to register the transfer under the Uncertificated Securities Regulations.</p> <p>The Directors may, in their absolute discretion, decline to transfer, convert or register any transfer of Shares to any person: (i) whose ownership of Shares may cause the Company’s assets to be deemed “plan assets” for the purposes of ERISA or the US Tax Code; (ii) whose ownership of Shares may cause the Company to be required to register as an “investment company” under the Investment Company Act (including because the holder of the shares is not a “qualified purchaser” as defined in the Investment Company Act); (iii) whose ownership of Shares may cause the Company to register under the Exchange Act or any similar legislation;</p>

		(iv) whose ownership may result in a person holding Shares in violation of the transfer restrictions put forth in any prospectus published by the Company, from time to time; (v) whose ownership of Shares may cause the Company to be a “controlled foreign corporation” for the purposes of the US Tax Code, or may cause the Company to suffer any pecuniary disadvantage (including any excise tax, penalties or liabilities under ERISA or the US Tax Code); (vi) whose ownership of Shares may cause the Company to be required to comply with any registration or filing requirements in any jurisdiction with which the Company would not otherwise be required to comply; or (vii) whose ownership would or might result in the Company suffering any other pecuniary, fiscal, administrative, regulatory or similar disadvantage (each person described in (i) through (vii) above, a “Non-Qualified Holder”).
C6	Admission to trading on a regulated market	Applications will be made to each of the UK Listing Authority, the London Stock Exchange and the ICAP Securities & Derivatives Exchange for the Ordinary Shares to be issued pursuant to the Placing and the Offer to be admitted to the premium segment of the Official List under Chapter 15 of the Listing Rules and to trading on: (i) the London Stock Exchange’s Main Market for listed securities; and (ii) the Social Stock Exchange Segment of the ICAP Securities & Derivatives Exchange Main Board.
C7	Dividend policy	<p>The Company may pay a dividend at the discretion of the Board. On the basis of current market conditions, the Board is targeting a dividend of two per cent. per annum of the average Net Asset Value for the relevant financial year, once the Company’s assets are substantially invested. It is anticipated that this will be by the end of the second full financial year after Admission, although this will depend on the pace of investment and prevailing market conditions. It is intended that dividends will be paid annually thereafter as interim dividends.</p> <p>The Company will comply with the requirements for maintaining investment trust status for the purposes of section 1158 of the Corporation Tax Act 2010 (as amended) regarding distributable income. The Company does not expect to be able to pay a dividend until the second full financial year after Admission, however in order to maintain investment trust status, the Company may distribute eventual income by way of dividend prior to that date.</p> <p>Were the Company to be in a position to pay a dividend, then it may, subject to complying with all relevant criteria and with the approval of the Shareholders by ordinary resolution, establish a scrip dividend scheme that would allow Shareholders to receive Ordinary Shares instead of a cash dividend.</p> <p>The targeted dividend is a target only and not a profit forecast. There can be no assurance that the target will be met and it should not be taken as an indication of the Company’s expected or actual future results. Potential investors should decide for themselves whether or not this target rate of return for the Company is reasonable or achievable in deciding whether to invest in the Company.</p>

Section D – Risks		
Element	Disclosure requirement	Disclosure
D1 D2	Key information on the key risks specific to the issuer or its industry	<ul style="list-style-type: none"> • Delays in the deployment of the Net Proceeds (including in locating and/or acquiring suitable investments) may have a material adverse effect on the Company’s financial condition, business, prospects and results of operations. • The Company has not commenced operations and has no operating history. No historical financial statements or other meaningful operating or financial data upon which prospective investors may base an evaluation of the likely performance of the Company have been prepared. An investment in the Company is therefore subject to all the risks and uncertainties associated with a new business, including the risk that the Company will not achieve its investment objective. • The Company has no employees and the Directors have all been appointed on a non-executive basis. Whilst the Company has taken all reasonable steps to establish and maintain adequate procedures, systems and controls to enable it to comply with its obligations, the Company is reliant upon the performance of third party service providers for its executive function. • The Menhaden Team may be unable to apply their investment processes in such a way that will enable the Company to invest its assets on attractive terms or generate any investment returns for Shareholders or indeed avoid investment losses. • The Investment Principals, who have been seconded to the AIFM, will be carrying out the day-to-day portfolio management activities in relation to the Company. Apart from the non-executive chairman of the Investment Committee, Graham Thomas, the other members of the Investment Committee (being the Investment Principals) do not have any experience in providing investment management services to publicly traded investment companies. • Graham Thomas, a member of the Menhaden Team is not required to commit all of his time to the Company’s affairs. He has committed to provide half a day a week to his role as non-executive chairman of the Investment Committee and will have substantial work and business commitments beyond this role. • The Company may invest in companies in both mature and emerging markets and in a diverse range of sectors. The diversification of the Company’s investments is intended to protect the Company from a disproportionate exposure to adverse events associated with specific investments.

		<ul style="list-style-type: none"> • The Company may invest in businesses that are at an early stage of investment and for which it can take a period of years for the underlying value or quality of such businesses to be fully reflected in their market values. Such businesses also have a higher risk of failure than investments made in more mature businesses. • Over time, the Company will experience fluctuations in its financial and operating results. This is due to a number of factors, including changes in the values of investments made by the Company; changes in the amount of distributions, dividends or interest paid by companies in the Portfolio; a rise or fall in the Company's operating expenses; variations in and the timing of the recognition of realised and unrealised gains or losses; the degree to which the Company encounters competition; and general economic and market conditions. • The proceeds of the Issue will be denominated in Sterling and the Directors intend that all monies returned to Shareholders and the reported Net Asset Value will be denominated in Sterling. Investments in the Portfolio may be made in currencies other than Sterling and income or capital distributions from and the proceeds of the disposal of such investments in the Portfolio will be realised in currencies other than Sterling. Consequently, the value of investments in the Portfolio made in non-Sterling currencies will be affected by currency movements and may fall if Sterling appreciates against the currencies in which such investments are denominated. • The Company may utilise leverage in order to increase its investment exposure with a view to achieving its investment objective. While leverage presents opportunities for increasing total returns, it can also have the opposite effect of increasing losses. • The Company may invest in securities or other assets which are subject to legal or other restrictions on transfer or for which no liquid market exists. Such securities may sell at a price lower than similar securities that are not subject to restrictions on resale and the liquidity in these securities is limited. The Company may be unable to liquidate all or a portion of its positions in such securities or may not be able to realise what it perceives to be their fair value in the event of a sale.
D3	Key information on the key risks specific to the securities.	<ul style="list-style-type: none"> • Market conditions, or significant changes thereto, may adversely impact the Company's ability to pursue its investment objective and policy successfully and the market price of the Ordinary Shares may fluctuate significantly. Potential investors should not regard an investment in the Ordinary Shares as a short-term

		<p>investment. Investors may not recover the full amount initially invested, or any amount at all.</p> <ul style="list-style-type: none"> • The price at which the Ordinary Shares trade will not likely be the same as their Net Asset Value (although they are related). As a result of this, investors that dispose of their interests in the secondary market may realise returns that are lower or higher than they would have if an amount equivalent to the Net Asset Value was distributed. • On Admission, the Company may have a limited number of Shareholders. Consequently, the Ordinary Share price may be subject to significant fluctuation on small volumes of trading of Ordinary Shares and the Ordinary Shares may be difficult to sell at a particular price. • It is possible that the Company may decide to issue further Ordinary Shares in the future. Any such issue may dilute the percentage of the Company held by the Company's existing Shareholders. Additionally, such issues could have an adverse effect on the market price of the Ordinary Shares. Although the Articles do not contain pre-emption rights, pre-emption rights at law apply. By a special resolution passed on 1 July 2015, the Directors were authorised to allot Ordinary Shares, or C Shares convertible into Ordinary Shares, up to an aggregate nominal amount equal to the difference between the nominal amount of the Ordinary Shares issued under the Issue and £10,000,000 on a non-pre-emptive basis, such authority to expire at the end of the period of five years from the date of the passing of that resolution. • The Company is a closed-ended investment company. Accordingly, there is no right or entitlement attaching to Ordinary Shares that allows them to be redeemed or repurchased by the Company at the option of the Shareholder. • The Ordinary Shares have not been registered and will not be registered in the United States under the Securities Act or under any other applicable securities laws and are subject to the restrictions on transfer contained in such laws. There are restrictions on the purchase and resale of Ordinary Shares by Shareholders who are located in the United States or who are US Persons and on the resale of Ordinary Shares by any Shareholders to any person who is located in the United States or is a US Person.
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Section E – Offer		
Element	Disclosure requirement	Disclosure
E1	The total net proceeds and an estimate of the total expenses of the issue/offer, including estimated expenses charged to the investor by the issuer or the offeror	<p>The formation and initial expenses of the Company are those that are necessary for the incorporation of the Company, Admission and the Issue. The costs and expenses of the Issue will be borne by the Company in full. These expenses (including commission and expenses payable under the Sponsor and Placing Agreement, registration, listing and admission fees, printing, advertising and distribution costs and professional advisory fees, including legal fees, and any other applicable expenses) are not expected to exceed £1,875,000, representing approximately 2.34 per cent. of the Gross Proceeds, assuming £80 million is raised. On Admission, the opening NAV is therefore expected to be 97.66 pence and the Net Proceeds £78,125,000.</p> <p>Due to the fact that some of the formation and initial expenses of the Company represent a fixed cost, the proportion that they represent of Gross Proceeds will decline the greater the value of the Gross Proceeds.</p>
E2a	Reasons for the offer and use of proceeds	<p>The Directors intend to use the Net Proceeds of the Issue, after costs and expenses and after providing for the Company's operational expenses, to acquire the Seed Assets, and to acquire further investments in accordance with the Company's investment objective and policy. The Issue is being made in order to provide investors with the opportunity to invest in a diversified portfolio of investments (as described in such investment objective and policy) through the medium of an investment trust.</p>
E3	Terms and Conditions of the offer	<p>The Company may issue up to 150 million Ordinary Shares through the Placing and the Offer at an Issue Price of 100 pence per Ordinary Share. The maximum Issue size should not be taken as an indication of the number of Ordinary Shares that will ultimately be issued. In this Prospectus, the Placing and the Offer are together referred to as the Issue. The Issue is not being underwritten.</p> <p>The aggregate Net Proceeds of the Issue, after deduction of expenses, are not known but are expected to be approximately £78,125,000 on the assumption that Gross Proceeds are £80 million.</p> <p>The Issue is conditional, inter alia, on:</p> <p>(A) the Sponsor and Placing Agreement becoming wholly unconditional (save as to Admission) and not having been terminated in accordance with its terms prior to Admission;</p> <p>(B) Admission occurring by 8.00 a.m. on 31 July 2015 (or such later date, not being later than 1 September 2015, as the Company and Numis may agree); and</p> <p>(C) the Gross Proceeds being at least £80 million.</p>

		<p>As of the date of this Prospectus, the Directors have received from potential investors confirmations of intentions to subscribe for Ordinary Shares representing an aggregate value of approximately £80 million at the Issue Price.</p> <p>The Company may pay commission or rebates to certain introducers and/or intermediaries in connection with the Issue.</p> <p>Latest time and date for receipt of Application Forms under the Offer is 11.00 a.m. on 28 July 2015.</p> <p>The latest time and date for receipt of placing commitments under the Placing is 11.00 a.m. on 28 July 2015.</p> <p>If the Issue does not proceed, subscription monies received will be returned without interest at the risk of the applicant.</p>
E4	Material interests	Not applicable. No interest is material to the Issue.
E5	Name of person or entity offering to sell securities	Not applicable. There are no lock-up agreements in place.
E6	Dilution	Not applicable. This is an initial offering.
E7	Estimated expenses charged to the investor by the issuer or the offeror	Not applicable. No expenses will be charged directly to investors by the Company in connection with the Issue.

RISK FACTORS

An investment in the Ordinary Shares carries a number of risks including the risk that the entire investment may be lost. In addition to all other information set out in this Prospectus, the following specific factors should be considered when deciding whether to make an investment in the Ordinary Shares. The risks set out below are those that are considered to be the material risks relating to an investment in the Ordinary Shares but are not the only risks relating to such investment in the Ordinary Shares. No assurance can be given that Shareholders will realise profit on, or recover the value of, their investment in the Ordinary Shares. It should be remembered that the price of securities and the income from them can go down as well as up.

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

The Ordinary Shares are only suitable for investors: (i) who understand the potential risk of capital loss and that there may be limited liquidity in the underlying investments of the Company; (ii) for whom an investment in the Ordinary Shares is part of a diversified investment programme; and (iii) who fully understand and are willing to assume the risks involved in such an investment portfolio. Investors in the Company are expected to be institutional investors, professional investors, high net worth investors and advised individual investors who understand the risks involved in investing in the Company and/or who have received advice from their fund manager or broker regarding investment in the Company. It should be remembered that the price of the Ordinary Shares and the income from them can go down as well as up.

Potential investors in the Ordinary Shares should review this Prospectus carefully in its entirety and consult with their professional advisers prior to making an application to subscribe for Ordinary Shares.

Risks relating to the Company and its investment strategy

The Company has no operating history

The Company was incorporated on 30 September 2014. The Company has not commenced operations and has no operating history. No historical financial statements or other meaningful operating or financial data upon which prospective investors may base an evaluation of the likely performance of the Company have been prepared. An investment in the Company is therefore subject to all the risks and uncertainties associated with a new business, including the risk that the Company will not achieve its investment objective.

There can be no guarantee that the Company will achieve its investment objective or that investors will get back the full value of their investment

The investment objective of the Company is a target only and should not be treated as an assurance or guarantee of performance. There is no assurance that any appreciation in the value of the Ordinary Shares will occur or that the investment objective of the Company will be achieved. The value of investments and the income derived therefrom may fall as well as rise and investors may not recoup the original amount invested in the Company.

The success of the Company will depend on the ability of the AIFM and the Menhaden Team to successfully implement the investment policy process of the Company and on broader market conditions as discussed in this “Risk Factors” section of this Prospectus. There can be no assurance that the AIFM and the Menhaden Team will be successful or that the AIFM and the Menhaden Team will be able to invest the Company’s assets on attractive terms, generate any investment returns for its investors or avoid investment losses.

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

The Company has no employees and the Directors have all been appointed on a non-executive basis. Whilst the Company has taken all reasonable steps to establish and maintain adequate procedures, systems and controls to enable it to comply with its obligations, the Company is reliant upon the performance of third party service providers for its executive function. In particular, the AIFM (including any delegates thereof, and in particular the Listed Equity Portfolio Manager), the Menhaden Team, the Depositary and the Registrar will be performing services which are integral to the operation of the Company. Failure by any service provider to carry out its obligations to the Company in accordance with the terms of its appointment could have a materially detrimental impact on the operation of the Company.

Investor returns will be dependent upon the performance of the Portfolio

Investor returns will be dependent upon the Company successfully pursuing its investment policy. The success of the Company will depend *inter alia* on the Menhaden Team's ability to identify, acquire and realise investments in accordance with the Company's investment policy. This, in turn, will depend on the ability of the Menhaden Team to apply their investment processes to identify suitable investments for the Company. There is a risk that the Menhaden Team may be unable to apply their investment processes in such a way that will enable the Company to invest its assets on attractive terms or generate any investment returns for Shareholders or indeed avoid investment losses.

The dividend targeted in this Prospectus is a target only and the Company cannot guarantee that it will meet or exceed in the future

The Company's target initial dividend set out in this Prospectus is a target only and is based on estimates and assumptions which depend on a variety of factors including, without limitation, availability of investment opportunities, the price and performance of the Company's investments, asset mix, value, volatility, holding periods, the time taken to reach full investment, performance of the underlying assets, investment liquidity, changes in current market conditions, interest rates, government regulations or other policies, the worldwide economic environment, changes in law and taxation, natural disasters, terrorism, social unrest and civil disturbances or the occurrence of risks described elsewhere in this Prospectus, which are inherently subject to significant business, economic and market uncertainties and contingencies, all of which are beyond the Company's control and which may adversely affect the Company's ability to achieve the target initial dividend. This target has been set based on market conditions and the economic environment at the time of publication of the Prospectus and on the assumption that the Company will be able to implement its investment policy and strategy successfully, and are therefore subject to change. There is no guarantee or assurance that the target initial dividend can be achieved at or near the level set out in this Prospectus or at all. The Company does not intend to update or otherwise revise its target initial dividend to reflect subsequent events or circumstances. A failure to achieve the target initial dividend set out in this Prospectus may adversely affect the Company's business, financial condition, results of operations and the Net Asset Value and/or the market price of the Ordinary Shares.

Diversification

The Portfolio is intended to be reasonably diversified by factors such as asset classes, geography, industry sector and investment size. The Company may invest in companies in both mature and emerging markets and in a diverse range of sectors. The diversification of the Company's investments is intended to protect the Company from a disproportionate exposure to adverse events associated with specific investments. However, the Company's returns as a whole may be adversely affected by the unfavourable performance of financial markets generally.

The Company may experience fluctuations in its financial and operating results

Over time, the Company will experience fluctuations in its financial and operating results. This is due to a number of factors, including changes in the values of investments made by the Company; changes in the amount of distributions, dividends or interest paid by companies in the Portfolio; a rise or fall in the Company's operating expenses; variations in and the timing of the recognition of realised and unrealised gains or losses; the degree to which the Company encounters competition; and general economic and market

conditions. Such variability may lead to volatility in the trading price of the Ordinary Shares and cause the Company's results for a particular period not to be indicative of its performance in a future period.

The Company may be adversely affected by currency movements

The proceeds of the Issue will be denominated in Sterling and the Directors intend that all monies returned to Shareholders and the reported Net Asset Value will be denominated in Sterling. Investments in the Portfolio may be made in currencies other than Sterling and income or capital distributions from and the proceeds of the disposal of such investments in the Portfolio will be realised in currencies other than Sterling. Consequently, the value of investments in the Portfolio made in non-Sterling currencies will be affected by currency movements and may fall if Sterling appreciates against the currencies in which such investments are denominated. There can be no assurance that any currency hedging which the Company may undertake will be effective and that the Company's financial condition will not be adversely affected by fluctuations in currency exchange rates.

The Company may use leverage, which exposes the Company to risks associated with leverage

The Company may utilise leverage in order to increase its investment exposure with a view to achieving its investment objective. The Company may also enter into any hedging or other derivative arrangements which the AIFM or the Menhaden Team may from time to time consider appropriate for the purpose of efficient portfolio management, and the Company may for this purpose generate leverage through the use of options, futures, options on futures, swaps and other synthetic or derivative financial instruments.

While leverage presents opportunities for increasing total returns, it can also have the opposite effect of increasing losses. If income and capital appreciation on investments made with borrowed funds are less than the costs of the leverage, the Net Asset Value will decrease. The effect of the use of leverage is to increase the investment exposure, the result of which is that, in a market that moves adversely, the possible resulting loss to investors' capital would be greater than if leverage were not used.

Leverage may be generated up to the specified limit through the use of borrowing facilities or the use of options, futures, options on futures, swaps and other synthetic or derivative financial instruments. Such financial instruments inherently contain much greater leverage than a non-margined purchase of the underlying security or instrument. This is due to the fact that, generally, only a very small portion (and in some cases none) of the value of the underlying security or instrument is required to be paid in order to make such leveraged investments. As a result of any leverage employed by the Company, small changes in the value of the underlying assets may cause a relatively large change in the Net Asset Value. Often instruments such as those cited above are subject to variation or other interim margin requirements, which may force premature liquidation of investment positions.

Investors may also be exposed to leverage at the level of the Company's underlying investments which is excluded from the specified limits.

Global banking system

The default of any financial institution could lead to defaults by other institutions. Concerns about, or default by, one financial institution could lead to significant liquidity problems, losses or defaults by other institutions, because the credit quality and integrity of many financial institutions may be closely related as a result of their credit, trading, clearing or other relationships. This risk is sometimes referred to as "systemic risk" and may adversely affect brokers, lending banks and other trading counterparties with whom the Company deals. The Company may, therefore, be exposed to systemic risk when it deals with various third parties, such as brokers, lending banks and other trading counterparties whose creditworthiness may be interlinked.

The Company may invest in securities, including debt securities or equities, which rank behind other outstanding securities and obligations of the issuer

The Company may invest in securities, including debt securities or equities, which rank behind other outstanding securities and obligations of the issuer, all or a significant proportion of which may be secured

on all or substantially all of that issuer's assets. The Company may, therefore, be subject to credit and liquidity risk in relation to such investments.

In the event of the liquidation of an issuer, holders of listed securities would typically be paid after the holders of other securities. To the extent that the Company holds equity securities, it would typically be paid in respect of such equity securities after holders of debt securities have been paid. Consequently, there is no guarantee that the Company would receive any value for its holdings of an issuer's listed securities if the issuer were to go into liquidation.

There may be circumstances where a Director has a conflict of interests

There may be circumstances in which a Director has, directly or indirectly, a material interest in a transaction being considered by the Company or a conflict of interests with the Company. Any of the Directors and/or any person connected with them may from time to time act as director or employee of, or invest in or be otherwise involved with, (i) other investment vehicles that have investment objectives and policies similar to the Company's, or (ii) entities or other vehicles that are the subject of transactions with the Company, subject, in both cases, at all times to the provisions governing such conflicts of interest both in law and in the Articles.

Directors who are board or committee members of other issuers may have duties to persons other than the Company

Directors of the Company or employees of the AIFM or its Affiliates may serve, from time to time, as directors or in a similar capacity with respect to companies the securities of which are purchased or held by the Company and, as such, may have duties to persons other than the Company. Although such positions in certain circumstances may be important to the Company's investment strategy and may enhance the AIFM's ability to manage investments, they may subject the AIFM and the Company to claims they would not otherwise be subject to as an investor, including claims of breach of duty of loyalty, securities claims and other director-related claims. In general, the Company will indemnify the AIFM and its associates, delegates or agents, and the officers, directors, employees or other staff (including secondees) from such claims. In addition, if the AIFM or its Affiliates (i) obtains material non-public information with respect to any issuer on whose board of directors a director or employee of the AIFM or its Affiliate serves or (ii) is subject to trading restrictions pursuant to the internal trading policy of such an issuer, the Company may be prohibited for a period of time from engaging in transactions in the securities of such issuer, which prohibition may have an adverse effect on the Company.

Risks relating to the AIFM and the Menhaden Team

The Menhaden Team have a limited track record managing (i) investment companies such as the Company and (ii) portfolios such as that of the Company

The Investment Principals, who have been seconded to the AIFM, will be carrying out the day-to-day portfolio management activities in relation to the Company. Apart from the non-executive chairman of the Investment Committee, Graham Thomas, the other members of the Investment Committee (being the Investment Principals), do not have any experience in providing investment management services to publicly traded investment companies. While the Menhaden Team has experience investing in some of the asset classes that the Company will invest in pursuant to its investment policy, they do not have experience in managing such asset classes in the context of a portfolio constructed on the basis of the Company's investment policy and have not previously worked together as a team. This could adversely affect the ability of the Menhaden Team to successfully implement the Company's investment policy and investment process, which could have a material adverse impact on the Company's business, results of operations or financial condition. Accordingly, investment in the Company may involve a greater degree of risk than an investment in an entity with more established investment managers.

There can be no assurance that the Directors will be able to find a replacement manager if the AIFM resigns

Under the terms of the AIFM Agreement, the AIFM may resign as the Company's alternative investment fund manager by giving the Company not less than six months' written notice, such notice not to expire prior to the end of an initial period of two years from the date of Admission. In addition, the AIFM may resign immediately on given notice in circumstances where the secondment arrangements are terminated or a member of the Menhaden Team ceases to be a member of Menhaden (subject to an obligation to attempt to put in place new management arrangements in respect of the Company). The AIFM shall, from the date of expiry of such notice, cease to undertake portfolio and risk management activities on behalf of the Company. The Directors would, in these circumstances, have to find a replacement alternative investment fund manager for the Company and there can be no assurance that such a replacement with the necessary skills and experience could be appointed on terms acceptable to the Company. In this event, the Directors would have to formulate and put forward to Shareholders proposals for the future of the Company, which may include its merger with another investment company, reconstruction or winding up.

Graham Thomas will only commit half a day a week to the Company affairs, which could have a negative impact on the Company's ability to achieve its investment objective

Graham Thomas, a member of the Menhaden Team, is not required to commit all of his time to the Company's affairs. He has committed to provide half a day a week to his role as non-executive chairman of the Investment Committee and will have substantial work and business commitments beyond this role. Insofar as Graham Thomas devotes resources to satisfy his responsibilities to other business interests, his ability to devote resources and attention to the Company's affairs will be correspondingly limited. This could adversely affect the Company's ability to achieve its investment objective, which could have a material adverse effect on the Company's profitability, Net Asset Value and share price.

The AIFM, its Affiliates and the Menhaden Team may provide services to other clients which could compete directly or indirectly with the activities of the Company

The AIFM, its Affiliates and the Menhaden Team are involved in other financial, investment or professional activities which may on occasion give rise to conflicts of interest with the Company. In particular, the AIFM and the Menhaden Team may, subject to the restrictions provided for in the AIFM Agreement and the Secondment Agreement, manage funds other than the Company and may provide investment management, risk management, investment advisory or other services in relation to these funds which may have similar investment policies to that of the Company.

The AIFM, its Affiliates and the Menhaden Team may carry on investment activities for their own accounts and for other accounts in which the Company has no interest. The AIFM and its Affiliates and the Menhaden Team may also provide management services to other clients, including other investment vehicles. The AIFM and its Affiliates and the Menhaden Team may give advice and recommend securities to other managed accounts or investment funds which may differ from advice given to, or investments recommended or bought for, the Company, even though their investment policies may be the same or similar.

The AIFM has established procedures to address any such potential conflicts of interest and pursuant to such procedures, where a conflict arises, the AIFM will allocate the opportunity on a fair basis and in accordance with the contractual provisions of the AIFM Agreement as described in Part VII of this Prospectus.

There may be circumstances where a member of the Menhaden Team has a conflict of interests

There may be circumstances in which a member of the Menhaden Team has, directly or indirectly, a material interest in a transaction being considered by the Company or a conflict of interests with the Company. Some members of the Menhaden Team and/or any person connected with them may from time to time act as director or employee of, or invest in or be otherwise involved with, (i) other investment vehicles that have investment objectives and policies similar to the Company's, or (ii) entities or other vehicles that are the subject of transactions with the Company, subject, in both cases, at all times to the terms of the AIFM Agreement, the Secondment Agreement and to the provisions governing such conflicts of interest both in law and the AIFM's conflict of interest policy.

Reputational risk in relation to the AIFM or the Menhaden Team may adversely affect the Company

Both of the AIFM and the Menhaden Team may be exposed to reputational risks. In particular, the AIFM and the Menhaden Team may both be exposed to the risk that litigation, misconduct, operational failures, negative publicity and press speculation, whether or not valid, will harm their reputation. Any damage to the reputation of the AIFM or the Menhaden Team could result in potential counterparties and third parties being unwilling to deal with the AIFM or the Menhaden Team and, by extension, the Company. This could have an adverse impact on the ability of the Company to pursue its investment policy successfully.

Performance fees may create incentives for speculative investments by the Investment Principals

The performance fee payable to the AIFM and the right to which it has assigned to Menhaden, may in certain circumstances result in substantially higher payments to the AIFM than would have arisen had alternative arrangements sometimes found in other investment vehicles been entered into instead. The existence of the performance fee may create an incentive for the Investment Principals to make riskier or more speculative investments than they would make in the absence of such a fee.

Operational risks may disrupt the AIFM's businesses, result in losses or limit the Company's growth

The Company relies heavily on the financial, accounting and other data processing systems of the AIFM. If any of these systems do not operate properly or are disabled, the Company could suffer financial loss or reputational damage. In addition, the Company may invest in businesses that are highly dependent on information systems and technology. A disaster or a disruption in the infrastructure that supports the Company's portfolio companies, or a disruption involving electronic communications or other services used by the AIFM or third parties with whom the Company conducts business, could have a material adverse impact on the ability of the Company to continue to operate its business without interruption. The disaster recovery programmes used by the AIFM or third parties with whom the Company conducts business may not be sufficient to mitigate the harm that may result from such disaster or disruption. In addition, insurance and other safeguards might only partially reimburse the Company for its losses, if at all.

Litigation against the AIFM or the Company may disrupt its investment strategy and growth

It is also possible that, from time to time, the AIFM or the Company will be named as parties to litigation, which could cause substantial reputational damage to the Company or disrupt its investment strategy, businesses or potential growth.

The success of the Company depends on the ability and expertise of the AIFM, the Menhaden Team and other key personnel to advise on, identify, properly evaluate and realise investment opportunities in accordance with the Company's investment policy

In accordance with the AIFM Agreement, the AIFM is responsible for the management of the Company's investments. The Company does not have employees and its Directors are appointed on a non-executive basis. All of its investment and asset management decisions will be made by the AIFM (including any delegates thereof, and in particular the Listed Equity Portfolio Manager) and the Menhaden Team and not by the Company and, accordingly, the Company will be completely reliant upon, and its success will depend exclusively on, the AIFM and its personnel, services and resources. The AIFM is not required to and generally will not submit individual investment decisions for approval to the Board.

In particular, the performance of the Company is dependent on the diligence, skill and judgment of the Menhaden Team and the information and deal flow they generate during the normal course of their activities.

The Menhaden Team may not be able to access investment opportunities for the Company without incurring fees of third party investment advisers. Such fees will affect the Net Asset Value.

The ability of the Company to successfully pursue its investment policy may depend on the ability of the AIFM and Menhaden to retain its existing staff and/or to recruit individuals of similar experience and calibre

The ability of the Company to successfully pursue its investment policy may depend on the ability of the AIFM and Menhaden to retain its existing staff and/or to recruit individuals of similar experience and calibre,

including the Menhaden Team. Furthermore, although the Investment Principals intend to hire a small team of investment professionals to assist them, and there can be no assurance that they will be able to hire suitably qualified people to fill these roles. Whilst the AIFM has endeavoured to ensure that Menhaden is suitably incentivised, the retention of the Investment Principals and key members of the Menhaden Team by Menhaden cannot be guaranteed. Furthermore, in the event of a departure of a key employee of the AIFM (including any delegates thereof and in particular the Listed Equity Portfolio Manager) or Menhaden (including Graham Thomas and either of the Investment Principals), there is no guarantee that the AIFM, its delegate or Menhaden (as the case may be) would be able to recruit a suitable replacement, or delegate portfolio management functions to a suitable third party investment manager, or that any delay in doing so would not adversely affect the performance of the Company. Various events impacting the AIFM and Menhaden, such as its financial performance, it being acquired or making acquisitions or changes to its internal policies and structures could affect its ability to retain key personnel.

Risks relating to the Company's Portfolio

No liquid market may exist for securities or other assets in which the Company may invest

The Company may invest in securities or other assets which are subject to legal or other restrictions on transfer or for which no liquid market exists. The sale of restricted and illiquid securities often require more time to effect and result in higher brokerage charges or dealer discounts and other selling expenses than the sale of securities eligible for trading on national securities exchanges or in over-the-counter markets. Restricted securities may sell at a price lower than similar securities that are not subject to restrictions on resale. Liquidity in these securities is limited. Liquidity with respect to low-rated and unrated subordinated classes of such securities may be even more limited. The Company may be unable to liquidate all or a portion of its positions in such securities. In addition, the market prices, if any, for such securities tend to be more volatile and the Company may not be able to realise what it perceives to be their fair value in the event of a sale. For instance the high yield securities markets have suffered periods of extreme illiquidity for certain types of instruments in the past. For these reasons, among others, circulating the fair market value of the Company's holdings may be difficult. Fair valuation is not exact and prices can vary significantly from one period to the next.

Accurate valuation of the assets in the Portfolio may not be possible in all circumstances

Valuing the Company's assets in the manner described in Part II of this Prospectus under the section entitled "Net Asset Value" may be difficult in certain circumstances.

Where trading in the securities of an investee company is suspended, the investment in those securities will be valued at the AIFM's estimate of its net realisable value. In preparing these valuations, the AIFM will take into account, where appropriate, latest dealing prices, valuations from reliable sources, comparable asset values and other relevant factors.

The AIFM will determine the value of investments that are not publicly traded, such as the Company's yield assets and special situation investments, either by reference to the valuation reported by the relevant manager or other relevant service provider of such investments, or will prepare its own valuation on the basis of the Association of Investment Companies' valuation guidelines, the International Private Equity and Venture Capital Valuation Guidelines or any other guidelines the AIFM considers appropriate.

In the circumstances described above, there is a risk that the AIFM's valuation of an asset (including those determined by reference to the valuation reported by the relevant manager or other relevant service provider of such investments) may turn out to be inaccurate at a later date.

Delays in the deployment of the Net Proceeds (including in locating and/or acquiring suitable investments) may have a material adverse effect on the Company's financial condition, business, prospects and results of operations

There can be no assurance as to how long it will take for the Company to invest the Net Proceeds. Market conditions may have a negative impact on the Company's ability to identify and execute investments in suitable assets that generate acceptable returns. As has been evident recently, market conditions have had a

significant negative impact on the availability of credit, asset pricing and liquidity levels. Furthermore, locating suitable assets, conducting due diligence, negotiating acceptable investment contracts and ultimately completing an investment typically requires a significant amount of time, resulting in exposure to a risk of increasing asset prices. There could also be delays in completing the purchases once potential investments are identified, including delays in obtaining any necessary approvals. Necessary approvals may be refused, or granted only on onerous terms, and any such refusals, or the imposition of onerous terms, may result in an investment not proceeding as originally intended and could result in significant costs associated with aborting the transaction being incurred by the Company. In addition, the Company is likely to face competition from a variety of other potential purchasers in acquiring suitable assets, which may also cause a delay in the deployment of the net issue proceeds. The longer the period before investment the greater the likelihood that the Company's financial condition, business, prospects and results of operations, and its ability to make distributions to Shareholders, will be materially adversely affected.

Investments in equity securities are subject to fluctuations in value

The Company may invest its assets in equity securities, including preference and ordinary shares. Investments in equity securities of middle-market companies will usually have more limited marketability than the securities of larger companies. In addition, securities of smaller companies may have greater price volatility. All of the Company's investments in shares will be subject to normal market risks. While diversification among issuers may mitigate these risks, investors must expect fluctuations in the value of equity securities held by the Company based on market conditions.

Investments in investment funds managed by third party managers are subject to charges and expenses incurred by such managers

In addition to the fees and expenses the Company incurs directly, the Company is subject to indirect charges imposed in connection with its investments in investment funds, some of which may be borne directly or indirectly pro rata by the Company. This layering of fees and expenses results in an increased cost of investment. Investment profits must exceed any applicable fees and expenses to avoid loss of capital.

The Company has no control over the investments made by managers of investment funds in which it invests

None of the Company, the AIFM or the Menhaden Team will have control over the investments made by any investment fund in which the Company is invested (including determining the creditworthiness of counterparties with which, and the exchanges on which, such manager trades) or the leverage utilised or the risks assumed by such investment funds. In addition, investment funds in which the Company is invested may impose limitations on the Company's ability to withdraw its investment in such investment funds. This may, in turn, adversely affect the ability of the Company to meet its own liquidity requirements or limit its ability to undertake share buybacks.

Investments in investment funds by the Company may lead to an inadvertent concentration of risk in a particular undertaking, sector, geography or other area

Given that the Company may invest in investment funds and given that the Company has no control over the portfolio of those funds, the Company may from time to time have a higher concentration in certain types of positions, including overlapping investments in the same position. While the Company will not make an investment in an investment fund if at the time of investment it would cause the Company to breach the investment limits stated in its investment policy and the Company will monitor concentration in certain positions or types of positions with a view to spreading risk on an on-going basis, it is possible that increased concentration caused by investments made by investment funds in which the Company is invested could result in greater losses to the Company in adverse market conditions than would have been the case with a less concentrated portfolio.

The due diligence process that the AIFM and the Menhaden Team undertake in connection with the Company's investments may not reveal all facts that may be relevant in connection with an investment

Before making investments the AIFM and the Menhaden Team will conduct such due diligence as they deem reasonable and appropriate based on the facts and circumstances applicable to each investment. There can be no assurance that due diligence investigations with respect to any investment opportunity will reveal or highlight all relevant facts that may be necessary or helpful in evaluating that investment opportunity.

Any failure to identify relevant facts through the due diligence process may lead to inappropriate investment decisions, which could have a material adverse effect on the Company's profitability, Net Asset Value and share price.

The Company may use derivative instruments

In pursuing the Company's investment objective and policy, the AIFM may arrange for the Company to enter into synthetic and derivative contracts including options, swaps and other similar derivative instruments ("**Derivatives**") and repurchase agreements. Due to recent regulatory changes affecting Derivatives (including the European Market Infrastructure Regulation ("**EMIR**")) the Company will be required to meet a variety of regulatory requirements in respect of those Derivatives. These include the requirement to clear certain transactions through a central counterparty, post margin to its counterparty in an amount specified under EMIR, report all Derivatives to a recognised trade repository and comply with certain enhanced operational requirements as prescribed by EMIR (including as to confirmations, valuation and data reconciliation). These requirements have either come into effect or will come into effect on a staggered basis over the short to medium term, and may expose the Company to increased liquidity requirements, increased operational requirements and the risk of regulatory sanction for non-compliance. Until such time as these requirements come into effect, where the Company enters into over-the-counter Derivatives it will take credit risk with regard to the parties with whom it trades and may also bear the risk of settlement default. These risks may differ materially from those attached to exchange-traded transactions that generally are backed by clearing organisation guarantees, daily marking-to-market and settlement, segregation and minimum capital requirements applicable to intermediaries. Transactions entered into directly between counterparties generally do not benefit from such protections and expose the parties to the risk of counterparty default. Accordingly, the Company's use of derivative instruments may expose the Company to greater risk and have a materially adverse effect on the Company's performance.

The investments of the Company are subject to market risk

The Company is at risk of failing to meet its investment objective owing to market factors.

Market risk is associated with changes in market prices or rates. While the Company will hold a diversified Portfolio, there are certain general market conditions in which any investment strategy is unlikely to be profitable. In particular, the portfolio managed by the Listed Equity Portfolio Manager may be relatively concentrated which could result in performance to be more volatile than the market as a whole, particularly considering a higher weighting to more cyclical industrial stocks. The AIFM does not have the ability to control or predict such market conditions. Although, with respect to market risk, the AIFM's investment approach is designed to achieve broad diversification across global markets, from time to time, multiple markets could move together against the investments of the Company and the Company could suffer losses, in which event the value of the Ordinary Shares may decline.

The performance of the Company's investments depends to a great extent on correct assessments of the future course of market price movements by the AIFM. There can be no assurance that the AIFM will be able to accurately predict these price movements. The global capital markets have in recent years been characterised by great volatility and unpredictability.

General economic and market conditions, such as currency exchange rates, 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 and result in losses for the Company. In this event, the NAV and the share price of the Ordinary Shares may be adversely affected.

Changes in laws or regulations governing businesses in which the Company invests may adversely affect such businesses

The Portfolio of the Company may comprise investments in the alternative energy and energy technology sectors as well as other sectors in which opportunities for growth of investee companies arise by reason of government and regulatory actions and therefore changes in government policy towards, or affecting, such sectors may have an adverse impact on the Company's performance.

The Company's investments in emerging markets may be subject to greater risks than investments in developed countries

While the Company will generally focus on investments in developed markets, the Company may invest in securities whose issuers are domiciled in emerging markets. Such investments in emerging markets are subject to greater risks than investments in developed countries. Among other things, emerging market investments may carry the risks associated with limited public availability of information, more volatile markets, less strict securities market regulation, less favourable tax provisions, and a greater likelihood of severe inflation, unstable currency, corruption, war, nationalisation and expropriation of personal property than investments in securities of issuers based in developed countries. In addition, investment opportunities in certain emerging markets may be restricted by legal limits on foreign investment in local securities.

Emerging markets may not operate as efficiently as those in developed countries. In some cases, a market for a given security may not exist locally and, where relevant, transactions will need to be made on a neighbouring exchange. In addition, volume and liquidity levels are generally lower; little or no market may exist for the securities; and issuers are not generally subject to uniform accounting and financial reporting standards, practices and requirements comparable to those applicable to issuers based in developed countries, thereby potentially increasing the risk of fraud or other deceptive practices. Furthermore, the quality and reliability of official data published by the government or securities exchanges in emerging markets may not accurately reflect the actual circumstances being reported.

Many of the laws that govern private investment, securities transactions and other contractual relationships in emerging markets are new and largely untested

Many of the laws that govern private investment, securities transactions and other contractual relationships in emerging markets are relatively new and largely untested. As a result, the Company may be subject to a number of unusual risks, including: inadequate investor protection, contradictory legislation; incomplete, unclear and changing laws; a lack of awareness, or breaches, of regulations on the part of other market participants; a lack of established or effective avenues for legal redress; a lack of standard practices and confidentiality customs characteristic of developed markets; and a lack of enforcement of existing regulations. Furthermore, it may be difficult to obtain and enforce a judgment in certain of the emerging markets in which the Company's assets may be invested.

Regulatory control and corporate governance of companies in emerging markets confer little protection on minority shareholders. Anti-fraud and anti-insider trading legislation is often rudimentary. The concept of fiduciary duties to shareholders by officers and directors is also limited when compared to such concepts in developed markets. In certain instances, management may take significant actions without the consent of shareholders and anti-dilution protection may also be limited.

In the event that any of the above risks are realised, the Company could suffer a material adverse effect on the value of its Portfolio, financial condition, results of operations and the share price of the Ordinary Shares.

A portion of the Company's investments may be rated below investment grade and therefore subject to greater risk of depreciation in value than would be the case for investment grade investments

A portion of the Company's investments may be in obligations or securities that are rated below investment grade by recognised rating services such as Moody's and Standard & Poor's. Securities rated below investment grade and unrated securities generally offer a higher current yield than that available from higher grade issues but typically involve greater risk of total loss than investments in investment grade securities. Securities rated below investment grade and unrated securities are typically particularly sensitive to adverse changes in general economic conditions, to changes in the financial condition of their issuers and to price

fluctuation in response to changes in interest rates. During periods of economic downturn or rising interest rates, issuers of securities rated below investment grade and unrated instruments may experience acute financial stress that could adversely affect their ability to make payments of principal and interest and increase the possibility of default. Adverse publicity and investor perceptions, whether or not based on fundamental analysis, may also significantly decrease the values and liquidity of securities rated below investment grade and unrated securities, especially in markets characterised by a low volume of trading. In addition, the secondary market for high yield securities, which is concentrated in relatively few market makers, may not be as liquid as the secondary market for more highly rated securities. As a result, the Company could find it difficult to sell these securities or may be able to sell the securities only at prices lower than if such securities were widely traded.

Minority investments in Portfolio investments

Where the Company makes investments in unlisted companies, as a minority investor it may not be in a position to fully protect its interests. For example, where such an unlisted company in which the Company is a minority investor carries out corporate actions sanctioned by the majority voteholders and such actions have a negative effect on the value of that unlisted company, this would negatively affect the value of the Portfolio.

Early stage investments

The Company may invest in businesses that are at an early stage of investment. It can take a period of years for the underlying value or quality of such businesses to be fully reflected in their market values and their market values are often also materially affected by general market sentiment, which can be negative for prolonged periods. Early stage investments may also have a higher risk of failure than investments made in more mature businesses. In each case, this can have a negative impact on the value of the Portfolio of the Company.

Risks relating to regulation and taxation

Changes in laws or regulations governing the Company's operations may adversely affect the businesses and performance of the Company

The Company is subject to laws and regulations enacted by national and local governments. In particular, the Company is subject to, and will be required to comply with, certain legal and regulatory requirements that are applicable to investment trusts. In particular, the Company is subject to the continuing obligations imposed by the UK Listing Authority on all investment companies whose shares are listed on the Official List.

The AIFM is subject to, and will be required to comply with, certain regulatory requirements of the FCA, some of which affect the management of the Company.

The laws and regulations affecting the Company and/or the AIFM are evolving and any changes in such laws and regulations may have an adverse effect on the ability of the Company and/or the AIFM to carry on their respective businesses. Any such changes may also have an adverse effect on the ability of the Company to pursue its investment policy, and may adversely affect the Company's business, financial condition, results of operations, Net Asset Value and/or the market price of the Ordinary Shares. In such event, the investment returns of the Company may be materially affected.

For regulatory, tax and other purposes, the Company and the Ordinary Shares may potentially be treated in different ways in different jurisdictions. For instance, in certain jurisdictions and for certain purposes, the Ordinary Shares may be treated as akin to holding units in a collective investment scheme, which may have an adverse effect on the taxation of Shareholders in such jurisdictions. Furthermore, in certain jurisdictions, the treatment of the Company and/or the Ordinary Shares may be uncertain or subject to change, or it may differ depending on the availability of certain information or disclosure by the Company of that information. While it will continue to comply with all regulatory requirements placed upon it, the Company may be constrained from disclosing, or may find it unduly onerous to disclose, any or all of such information or to prepare or disclose such information in a form or manner which satisfies the regulatory, tax or other

authorities in certain overseas jurisdictions. Failure to disclose or make available information in the prescribed manner or format, or at all, may adversely impact the Company's investments in those jurisdictions, and therefore the share price of the Ordinary Shares.

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

Any change in the Company's tax status, or in taxation legislation or practice in the UK or elsewhere, could affect the value of the investments in the Company's Portfolio and the Company's ability to achieve its investment objective, or alter the post-tax returns to Shareholders. Statements in this Prospectus concerning the taxation of the Company and taxation of Shareholders are based upon current UK tax law and published practice, any aspect of which is in principle subject to change that could adversely affect the ability of the Company to successfully pursue its investment policy and/or which could adversely affect the taxation of the Company and the Shareholders.

It is the intention of the Directors to conduct the affairs of the Company so as to satisfy the conditions for approval of the Company by HMRC as an investment trust under section 1158 of the Corporation Tax Act 2010 and pursuant to regulations made under section 1159 of the Corporation Tax Act 2010. However, neither the AIFM nor the Directors can guarantee that this approval will be maintained. The Investment Trust (Approved Company) (Tax) Regulations 2011 require an up-front application to be made for approval as an investment trust. Once approved, the Company will be treated as an investment trust during the accounting period current as at the time the application is made, and will continue to have investment trust status in each subsequent accounting period, unless the Company breaches the investment trust conditions so as to be treated as no longer approved by HMRC as an investment trust, pursuant to the regulations. Breach of such conditions could, as a result, lead to the Company being subject to UK tax on its capital gains.

Existing and potential investors should consult their tax advisers with respect to their particular tax situations and the tax effects of an investment in the Company.

Shareholders may be subject to withholding and forced transfers under FATCA

Sections 1471-1474 of the US Tax Code, an agreement entered into pursuant to such Sections of the US Tax Code, an intergovernmental agreement entered into in furtherance of such Sections of the US Tax Code, or non-US laws implementing such an intergovernmental agreement (collectively, "FATCA") may, beginning no earlier than 1 January 2017, impose a 30 per cent. withholding tax on payments to Shareholders in respect of the Ordinary Shares (including dividends and principal, and gross proceeds from the sale of the Ordinary Shares). Withholding will not apply, however, if each payee in the chain of payment to and including the beneficial owner of the Ordinary Shares is FATCA compliant. In order to be FATCA compliant, a payee or beneficial owner that is a "foreign financial institution" (or "FFI") generally will be required to enter into an agreement with the United States Internal Revenue Service ("IRS") to provide certain information on its US account holders, unless otherwise exempted from the requirement. An FFI generally will be exempt if it is established in a country (a "Partner Country") that has entered into an intergovernmental agreement (an "IGA") with the United States that exempts FFIs in that country from entering into such an agreement but such an IGA generally requires equivalent reporting of similar information indirectly to the IRS via reporting to the revenue service or authority of the Partner Country. A payee or beneficial owner of Ordinary Shares that is not an FFI generally must provide information and certifications with respect to itself and certain of its direct and indirect owners and, if applicable, must provide a waiver of any laws that prohibit the disclosure of such information to a taxing authority.

If the Ordinary Shares are treated as actively traded on an established securities market, the Company will be exempt from information reporting with respect to the Ordinary Shares. Notwithstanding an exemption from such requirements for the Company, an intermediary financial institution, broker or agent (each, an "Intermediary") through which a beneficial owner holds its interest in an Ordinary Share may, in order to comply with FATCA (or be considered exempt from FATCA): (i) obtain certain identifying information regarding the beneficial owner of such Ordinary Share to determine whether the holder is a US Person or US-owned foreign entity and to periodically provide identifying information about the holder directly or indirectly to the IRS; and (ii) comply with any applicable withholding and other requirements. To the extent

any payments in respect of the Ordinary Shares are made to a beneficial owner of Ordinary Shares by an Intermediary, such a beneficial owner may be required to comply with the Intermediary's requests for identifying information that would permit the Intermediary to comply with its own IRS agreement or the requirements arising under an applicable IGA.

Any Shareholder or beneficial owner of Ordinary Shares that fails to properly comply with requests for certifications and identifying information or, if applicable, a waiver of non-US law prohibiting the release of such information to a taxing authority, will be treated as a "**Recalcitrant Holder**". Unless exempted or deemed compliant, an FFI that does not enter into such agreement or whose agreement is voided by the IRS will be treated as a "**non-Participating FFI**". The Company or an Intermediary may be required to deduct a withholding tax of up to 30 per cent. on payments (including gross proceeds and redemptions) in respect of Ordinary Shares made on or after 1 January 2017 to a Recalcitrant Holder or a non-Participating FFI. Neither the Company nor any Intermediary will make any additional payments to compensate a holder or beneficial owner of any Ordinary Shares for any amounts required to be deducted and withheld in connection with FATCA. It is also possible that the Company or an Intermediary may be required to cause the disposition or transfer of an Ordinary Share held by a Recalcitrant Holder or non-Participating FFI and the proceeds from any such disposition or transfer may be an amount less than the then current fair market value of the Ordinary Shares transferred. The Company or an Intermediary also may be required to force the transfer of Ordinary Shares held by a Shareholder that prevents the Company or Intermediary from qualifying as, or complying with any obligations or requirements imposed on, a "**Participating FFI**" within the meaning of US Treasury Regulation Section 1.1471-1(b)(85) or a "**deemed-compliant FFI**" within the meaning of US Treasury Regulation Section 1.1471-5(f). In this situation, the Company may sell a beneficial owner's interest in the Ordinary Shares in its entirety even if the sale of a portion of such an interest would permit the Company to comply with FATCA.

The Company may be prohibited from complying with an IGA or entering into an IRS agreement due to an affiliate of the Company (including one of its investment vehicles or a majority Shareholder) failing to comply with the necessary requirements under FATCA. In that case, payments to the Company may be subject to a 30 per cent. withholding tax.

There can be no assurance that payments in respect of the Ordinary Shares will not be subject to withholding. Accordingly, all prospective US and non-US Shareholders should consult their own tax advisors about the effect of FATCA on an investment in the Ordinary Shares.

The Company believes that it is, and expects that it will continue to be, a passive foreign investment company for US federal income tax purposes

The Company believes that it is, and expects that it will continue to be, a passive foreign investment company (a "**PFIC**") for US federal income tax purposes, which could result in materially adverse consequences for US investors, including additional tax liability and tax filing obligations for a US investor. The Company expects to make available to US investors, information necessary to make a Qualified Electing Fund election (a "**QEF Election**") for the Company, which could mitigate some of the adverse tax consequences arising from the Company's status as a PFIC. Please see Part VI of this Prospectus (*Taxation – Passive Foreign Investment Company Rules*) for a discussion of the US federal income tax consequence to US investors of the Company's status as a PFIC.

The Company is not, and does not intend to become, regulated as an investment company under the Investment Company Act and related rules

The Company has not been and does not intend to become registered with the SEC as an "investment company" under the Investment Company Act and related rules which provide certain protections to investors and impose certain restrictions on companies that are registered as investment companies. However, if the Company were to become subject to the Investment Company Act because of a change of law or otherwise, the various restrictions imposed by the Investment Company Act, and the substantial costs and burdens of compliance therewith, could adversely affect the operating results and financial performance of the Company. Moreover, parties to a contract with an entity that has improperly failed to register as an investment company under the Investment Company Act may be entitled to cancel or otherwise void their

contracts with the unregistered entity and shareholders in that entity may be entitled to withdraw their investment. In order to ensure compliance with exemptions that permit the Company to avoid being required to register as an investment company under the Investment Company Act and related rules, the Company has implemented restrictions on the ownership and transfer of Ordinary Shares, which may materially affect an investor's ability to hold or transfer Ordinary Shares and may in certain circumstances require the investor to transfer or sell its Ordinary Shares.

The implementation of the Solvency II Directive

On 5 May 2009, the European Council approved a new insurance directive, Directive 2009/138/EC, which seeks to revise the regulation and authorisation of insurance and reinsurance companies (the "**Solvency II Directive**"). The Solvency II Directive will set out new EU-wide requirements on capital adequacy and risk management for insurance and reinsurance companies. Although the regulations implementing the Solvency II Directive have not yet been published, there can be no assurance that such regulations, and therefore the legislation implementing the Solvency II Directive in individual states, will not restrict the ability of insurance and reinsurance companies in the EU to invest in investment companies such as the Company. To the extent that, as a result of the implementation of the Solvency II Directive, such companies are prevented from acquiring the Ordinary Shares and/or are required to dispose of any Ordinary Shares held, this could have an adverse effect on the trading price and/or liquidity of the Ordinary Shares.

Risks relating to the Ordinary Shares

Investing in the Ordinary Shares may involve a high degree of risk

Market conditions, or significant changes thereto, may adversely impact the Company's ability to pursue its investment objective and policy successfully and the market price of the Ordinary Shares may fluctuate significantly. Potential investors should not regard an investment in the Ordinary Shares as a short-term investment. Investors may not recover the full amount initially invested, or any amount at all.

The market price of the Ordinary Shares may fluctuate significantly and Shareholders may not be able to sell their Ordinary Shares at or above the price at which they purchased them. Factors that may cause the price of the Ordinary Shares to vary include: changes in the Company's financial performance and prospects or in the financial performance and prospects of companies within the Company's Portfolio or those which are engaged in businesses that are similar to the Company's business; the termination of the AIFM Agreement or the departure of some or all of the AIFM's investment professionals (including the Menhaden Team); changes in laws or regulations, or new interpretations or applications of laws and regulations that are applicable to the Company's business or to the companies in which the Company makes investments; sales of Ordinary Shares by Shareholders; general economic trends and other external factors, including those resulting from war, incidents of terrorism or responses to such events; poor performance in any of the AIFM's other activities or any event that affects the AIFM's reputation; and speculation in the press or investment community regarding the Company's business or investments or factors or events that may directly or indirectly affect the Company's business or investments.

Securities markets in general have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. Broad market fluctuations may adversely affect the trading price of the Ordinary Shares. Furthermore, investors should be aware that a liquid secondary market in the Ordinary Shares cannot be assured.

As with any investment, the share price of the Ordinary Shares may fall in value with the maximum loss on such investments being equal to the value of the initial investment and, where relevant, any gains or subsequent investments made.

The Ordinary Shares may trade at a discount to Net Asset Value

The shares of investment trusts have a tendency to trade at a discount to their net asset value and the Ordinary Shares could in future trade at a discount to Net Asset Value for a variety of reasons, including due to market conditions or an imbalance between supply and demand for the Ordinary Shares. The price at which the Ordinary Shares trade will not likely be the same as their Net Asset Value (although they are related). As a

result of this, investors that dispose of their interests in the secondary market may realise returns that are lower or higher than they would have if an amount equivalent to the Net Asset Value was distributed.

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

The price at which the Ordinary Shares will be traded and the price at which investors may realise their investment will be influenced by a large number of factors, some specific to the Company and its investments and some which may affect companies generally. Admission should not be taken as implying that there will be an active and liquid market for the Ordinary Shares particularly as, on Admission, the Company may have a limited number of Shareholders. Consequently, the Ordinary Share price may be subject to significant fluctuation on small volumes of trading of Ordinary Shares and the Ordinary Shares may be difficult to sell at a particular price.

The Company is a closed-ended investment company. Accordingly, Shareholders will have no right to have their Ordinary Shares redeemed or repurchased by the Company at any time. While the Directors retain the right to effect repurchases of Ordinary Shares in the manner described in this Prospectus, they are under no obligation to use such powers at any time and Shareholders should not place any reliance on the willingness of the Directors so to act. Shareholders wishing to realise their investment in the Company will therefore be required to dispose of their Ordinary Shares on the market. There can be no guarantee that a liquid market in the Ordinary Shares will develop or that the Ordinary Shares will trade at prices close to their underlying Net Asset Value. Accordingly, Shareholders may be unable to realise their investment at such Net Asset Value, or at all.

The number of Ordinary Shares to be issued pursuant to the Issue is not yet known, and there may be a limited number of holders of such Ordinary Shares. Limited numbers and/or holders of such Ordinary Shares may mean that there is limited liquidity in such Ordinary Shares, which may affect: (i) an investor's ability to realise some or all of his investment; and/or (ii) the price at which such Ordinary Shares trade in the secondary market.

The Company is required by the Listing Rules to ensure that 25 per cent. of the Ordinary Shares are publicly held (as defined by the Listing Rules) at all times. If, for any reason, the number of Ordinary Shares in public hands falls below 25 per cent., the UK Listing Authority may suspend or cancel the listing of the Ordinary Shares.

The Company may in the future issue new Ordinary Shares, which may dilute Shareholders' equity or have a detrimental effect on the market price of the Ordinary Shares

It is possible that the Company may decide to issue further Ordinary Shares in the future. Any such issue may dilute the percentage of the Company held by the Company's existing Shareholders. Additionally, such issues could have an adverse effect on the market price of the Ordinary Shares. Although the Articles do not contain pre-emption rights, pre-emption rights at law apply. By a special resolution passed on 1 July 2015, the Directors were authorised, in substitution for all existing authorities, to allot Ordinary Shares, or C Shares convertible into Ordinary Shares, up to an aggregate nominal amount equal to the difference between the nominal amount of the Ordinary Shares issued under the Issue and £10,000,000 on a non-pre-emptive basis, such authority to expire at the end of the period of five years from the date of the passing of that resolution.

Shareholders have no right to have their Ordinary Shares redeemed or repurchased by the Company and must rely on the existence of a liquid market in order to realise their investment

The Company is a closed-ended investment company. Accordingly, there is no right or entitlement attaching to Ordinary Shares that allows them to be redeemed or repurchased by the Company at the option of the Shareholder.

Further, while the Directors retain the right to effect repurchases of Ordinary Shares and to return capital in the manner described in this Prospectus, save as provided for under the Articles, they are under no obligation to use such powers at any time and the Shareholders should not place any reliance on the willingness of the Directors to do so. The ability of the Company to make such repurchases and capital returns is also subject

to satisfaction of the solvency test under the Act. Accordingly, Shareholders wishing to realise their investment in the Company will be required to dispose of their Ordinary Shares through trades on the London Stock Exchange and/or the Social Stock Exchange Segment of the ICAP Securities & Derivatives Exchange Main Board or negotiate transactions with potential purchasers meaning Shareholders' ability to realise their investment is in part dependent on the existence of a liquid market in the Ordinary Shares and on the extent of its liquidity. More generally, shares in comparable investment vehicles have historically been subject to lower liquidity than equity investments in other types of listed entities.

The Ordinary Shares are subject to transfer restrictions and forced transfer provisions for investors in the United States and certain other jurisdictions

The Ordinary Shares have not been registered and will not be registered in the United States under the Securities Act or under any other applicable securities laws and are subject to the restrictions on transfer contained in such laws. There are restrictions on the purchase and resale of Ordinary Shares by Shareholders who are located in the United States or who are US Persons and on the resale of Ordinary Shares by any Shareholders to any person who is located in the United States or is a US Person.

In order to avoid being required to register under the Investment Company Act, the Company has imposed significant restrictions on the transfer of the Ordinary Shares which may materially affect the ability of Shareholders to transfer Ordinary Shares in the United States or to US Persons. The Ordinary Shares may not be resold in the United States. There can be no assurance that Shareholders or US Persons will be able to locate acceptable purchasers in the United States or obtain the certifications required to establish any exemption. These restrictions may make it more difficult for a US Person or a Shareholder in the United States to resell the Ordinary Shares and may have an adverse effect on the market value of the Ordinary Shares.

The transferability of the Ordinary Shares is subject to certain restrictions as set out in *Important Notices – Selling Restrictions* and in Part V (*Issue Arrangements – United States transfer restrictions*) of this Prospectus. The Company may require any Shareholder who the Directors believe to be a Non-Qualified Holder, to provide the Company within 30 calendar days with sufficient satisfactory documentary evidence to satisfy the Company that he is not a Non-Qualified Holder. The Company may require any such person to sell or transfer his Ordinary Shares to a person who is not a Non-Qualified Holder within 30 calendar days and within such 30 calendar days to provide the directors with satisfactory evidence of such sale or transfer. Pending such transfer, the Directors may suspend the exercise of any voting or consent rights and rights to receive notice of, or attend, a meeting of the Company and any rights to receive dividends or other distributions with respect to such Ordinary Shares. If any such person upon whom the Directors serve a notice does not within 30 calendar days after such notice either (i) transfer his Ordinary Shares to a person who is not a Non-Qualified Holder or (ii) establish to the satisfaction of the Directors (whose judgment shall be final and binding) that he is not a Non-Qualified Holder, the Directors may arrange for the sale of the Ordinary Shares on behalf of the registered holder at the best price reasonably obtainable at the relevant time.

IMPORTANT NOTICES

Prospective investors should rely only on the information contained in this Prospectus. No person has been authorised to give any information or to make any representation other than those contained in this Prospectus in connection with the Issue and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Company, the AIFM, Menhaden, Numis or any of their respective Affiliates, officers, directors, employees or agents. Without prejudice to any obligation of the Company to publish a supplementary prospectus pursuant to section 87G(1) of FSMA, neither the delivery of this Prospectus nor any subscription or sale made under this Prospectus shall, under any circumstances, create any implication that there has been no change in the business or affairs of the Company since the date of this Prospectus or that the information contained in this Prospectus is correct as of any time subsequent to its date.

The contents of this Prospectus or any subsequent communications from the Company, the AIFM, Menhaden, Numis or any of their respective Affiliates, officers, directors, employees or agents are not to be construed as legal, business or tax advice. Each prospective investor should consult their own solicitor, financial adviser or tax adviser for legal, financial or tax advice in relation to the purchase of Ordinary Shares.

Apart from the liabilities and responsibilities (if any) which may be imposed on Numis by FSMA or the regulatory regime established thereunder, Numis makes no representations, express or implied, nor accepts any responsibility whatsoever for the contents of this Prospectus nor for any other statement made or purported to be made by it or on its behalf in connection with the Company, the AIFM, Menhaden, the Ordinary Shares or the Issue. Numis and its Affiliates accordingly disclaim all and any liability (save for any statutory liability) whether arising in tort or contract or otherwise which it might otherwise have in respect of this Prospectus or any such statement.

In connection with the Issue, Numis and its Affiliates acting as an investor for its or their own account(s), may acquire Ordinary Shares and, in that capacity, may retain, purchase, sell, offer to sell or otherwise deal for its or their own account(s) in such securities of the Company, any other securities of the Company or other related investments in connection with the Issue or otherwise. Accordingly, references in this Prospectus to the Ordinary Shares being issued, offered, acquired, subscribed or otherwise dealt with, should be read as including any issue or offer to, acquisition of, or subscription or dealing by Numis and any of its Affiliates acting as an investor for its or their own account(s). Neither Numis nor any of its Affiliates intends to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so.

An investment in the Ordinary Shares should constitute part of a diversified investment portfolio. Accordingly, the Issue is designed to be suitable for institutional investors and professionally-advised private investors seeking exposure to assets which focus on efficient resource use. The Ordinary Shares may also be suitable for investors who are institutional investors, professional investors, high net worth investors and advised individual investors who understand the risks involved in investing in the Company and/or who have received advice from their fund manager or broker regarding investment in the Company.

The Ordinary Shares are designed to be held over the long term and may not be suitable as short-term investments. There is no guarantee that any appreciation in the value of the Company's investments will occur and investors may not get back the full value of their investment. Any investment objective of, and dividends proposed by, the Company are a targets only and should not be treated as an assurance or guarantee of performance. There can be no assurance that the Company's investment objective will be achieved, or the proposed dividends be paid.

A prospective investor should be aware that the value of an investment in the Company is subject to market fluctuations and other risks inherent in investing in securities. There is no assurance that any appreciation in the value of the Ordinary Shares will occur or that the investment objective of, or the dividends proposed by, the Company will be achieved. The value of investments and the income derived therefrom may fall as well as rise and investors may not recoup the original amount invested in the Company.

General

Prospective investors should rely only on the information contained in this Prospectus. No broker, dealer or other person has been authorised by the Company, the Directors, the AIFM, Menhaden or Numis to issue any advertisement or to give any information or to make any representation in connection with the Issue other than those contained in this Prospectus and, if issued, given or made, any such advertisement, information or representation must not be relied upon as having been authorised by the Company, the Directors, the AIFM, Menhaden or Numis.

The distribution of this Prospectus in jurisdictions other than the UK may be restricted by law and persons into whose possession this Prospectus comes should inform themselves about and observe any such restrictions.

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

Statements made in this Prospectus are based on the law and practice currently in force in England and Wales and are subject to changes therein.

Selling Restrictions

This Prospectus does not constitute, and may not be used for the purposes of, an offer or an invitation to apply for any Shares by any person: (i) in any jurisdiction in which such offer or invitation is not authorised; or (ii) in any jurisdiction in which the person making such offer or invitation is not qualified to do so; or (iii) to any person to whom it is unlawful to make such offer or invitation.

The distribution of this Prospectus and the offering of Ordinary Shares in certain jurisdictions may be restricted. Accordingly, persons into whose possession this Prospectus comes are required to inform themselves about and observe any restrictions as to the offer or sale of Ordinary Shares and the distribution of this Prospectus under the laws and regulations of any jurisdiction relevant to them in connection with any proposed applications for Ordinary Shares, including obtaining any requisite governmental or other consent and observing any other formality prescribed in such jurisdiction.

Save for the United Kingdom and save as explicitly stated elsewhere in this Prospectus, no action has been taken or will be taken in any jurisdiction by the Company that would permit a public offering of Ordinary Shares in any jurisdiction where action for that purpose is required, nor has any such action been taken with respect to the possession or distribution of this Prospectus in any other jurisdiction where action for that purpose is required.

Notice to prospective investors in the United States

The Ordinary Shares have not been and will not be registered under the Securities Act and, subject to certain exceptions, may not be offered or sold within the United States or to, or for the account or benefit of, US Persons. The Company has not been, and will not be, registered under the Investment Company Act, and investors will not be entitled to the benefit of the Investment Company Act.

The Ordinary Shares are being offered and sold outside the United States to non-US Persons in reliance on Regulation S. No offer, purchase, sale or transfer of the Ordinary Shares may be made except under circumstances which will not result in the Company being required to register under the Investment Company Act.

Each purchaser to whom the Ordinary Shares are distributed, offered or sold will (on behalf of itself and on behalf of each investment account for which it is acting as fiduciary or agent) be deemed by its subscription for, or purchase of, Ordinary Shares, to have represented, warranted and agreed as follows:

- a) it is either (a) an “Eligible Investor” or (b) not a US Person and is not acquiring the Ordinary Shares for the account or benefit of a US Person;
- b) it is either (a) an “Eligible Investor” or (b) acquiring the Ordinary Shares in an offshore transaction meeting the requirements of Regulation S;
- c) it is aware and acknowledges that the Ordinary Shares have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and, subject to certain exceptions, may not be offered or sold in the United States or to, or for the account or benefit of, US Persons, absent registration or an exemption from, or in a transaction not subject to, registration under the Securities Act;
- d) it is aware and acknowledges that the Company has not been and will not be registered under the Investment Company Act and that the Company has put in place restrictions for transactions not involving any public offering in the United States, and to ensure that the Company is not and will not be required to register under the Investment Company Act;
- e) if in the future it decides to offer, sell, transfer, assign or otherwise dispose of the Ordinary Shares, it will do so only in compliance with an exemption from the registration requirements of the Securities Act and under circumstances that will not require the Company to register under the Investment Company Act;
- f) if at any time it is an “affiliate” of the Company (as defined in Rule 405 under the Securities Act), unless it has received the Company’s prior consent, it will, for so long as it is an “affiliate” of the Company, offer, resell, pledge or otherwise transfer its Ordinary Shares only (i) in an offshore transaction complying with the provisions of Regulation S to a person outside the United States and not known by the transferor to be a US Person, by prearrangement or otherwise; or (ii) to the Company or a subsidiary thereof;
- g) it is acquiring the Ordinary Shares for its own account or for one or more investment accounts for which it is acting as a fiduciary or agent, in each case for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the Ordinary Shares in any manner that would violate the Securities Act, the Investment Company Act or any other applicable securities laws;
- h) it has received, carefully read and understands this Prospectus, and has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this Prospectus or any other presentation or offering materials concerning the Ordinary Shares to any persons in the United States or to any US Persons, nor will it do any of the foregoing;
- i) it is not, and is not acting on behalf of, a Benefit Plan Investor (as defined on the second page of the cover notes) unless its purchase, holding, and disposition of the Ordinary Shares will not constitute or result in a non-exempt violation of any such substantially similar law;
- j) it is aware and acknowledges that the representations, undertakings and warranties contained in this Prospectus are irrevocable and it acknowledges that the Company, Numis and their respective directors, officers, agents, employees, advisors and others will rely upon the truth and accuracy of the foregoing representations and agreements;
- k) if any of the representations or warranties made or deemed to have been made by its subscription or purchase of the Ordinary Shares are no longer accurate or have not been complied with, it will immediately notify the Company and Numis; and
- l) if it is acquiring any Ordinary Shares as a fiduciary or agent for one or more accounts, it has sole investment discretion with respect to each such account and it has full power to make, and does make, such foregoing representations, warranties and agreements on behalf of each such account.

Notice to prospective investors in the EEA

In relation to each Relevant Member State of the EEA which has implemented the Prospectus Directive, no Ordinary Shares have been offered or will be offered pursuant to the Offer to the public in that Relevant Member State prior to the publication of a prospectus in relation to the Ordinary Shares which has been approved by the competent authority in that Relevant Member State, or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that offers of Ordinary Shares to the public may be made at any time under the following exemptions under the Prospectus Directive, if they are implemented in that Relevant Member State:

- (a) to any legal entity which is a qualified investor as defined in Article 2(1)(e) of the Prospectus Directive;
- (b) to fewer than 100, or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) in such Relevant Member State; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of Ordinary Shares shall result in a requirement for the publication of a prospectus pursuant to Article 3 of the Prospectus Directive or any measure implementing the Prospectus Directive in a Relevant Member State and each person who initially acquires any Ordinary Shares or to whom any offer is made under the Offer will be deemed to have represented, acknowledged and agreed that it is a “qualified investor” within the meaning of Article 2(1)(e) of the Prospectus Directive.

For the purposes of this provision, the expression an “offer to the public” in relation to any offer of Ordinary Shares in any Relevant Member State means a communication in any form and by any means presenting sufficient information on the terms of the offer and any Ordinary Shares to be offered so as to enable an investor to decide to purchase or subscribe for the Ordinary Shares, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State.

AIFM Directive

Notwithstanding any other statement in this Prospectus, this Prospectus should also not be made available to any investor domiciled in the EEA in any EEA State unless the AIFM has confirmed that it is able to market Ordinary Shares into that EEA State on the basis of a right to “passport” into that EEA State pursuant to the AIFM Directive. Investors domiciled in the EEA that have received this Prospectus in any EEA State in respect of which such conditions have not been satisfied should not subscribe for Ordinary Shares (and the Company reserves the right to reject any applications so made, without explanation) unless such investors have received this Prospectus on the basis of an enquiry made at the investor’s own initiative.

Notwithstanding that the AIFM may have confirmed that it is able to market Ordinary Shares to professional investors in an EEA State, the Ordinary Shares may not be marketed to retail investors (as this term is defined in the AIFMD as transposed in the relevant EEA State) in that EEA State unless the Ordinary Shares have been qualified for marketing to retail investors in that EEA State in accordance with applicable local laws. At the date of this Prospectus, the Ordinary Shares are not eligible to be marketed to retail investors in **AUSTRIA, BELGIUM, FINLAND, FRANCE, GERMANY, LIECHTENSTEIN, LUXEMBOURG, THE NETHERLANDS, NORWAY AND SWEDEN**. Accordingly, the Ordinary Shares may not be offered, sold or delivered and neither this document nor any other offering materials relating to such Ordinary Shares may be distributed or made available to retail investors in those countries.

Notice to prospective investors in Jersey

The offering of Ordinary Shares is valid in the United Kingdom and is circulated in Jersey only to persons similar to those to whom, and in a manner similar to that in which, it is for the time being being circulated in the United Kingdom. The consent of the Jersey Financial Services Commission to the circulation of this Prospectus in Jersey is not required and has not been obtained.

Notice to prospective investors in the Cayman Islands

This is not an offer or invitation to the public in the Cayman Islands to subscribe for Ordinary Shares. Neither the Company nor any entity appointed by it or on its behalf shall offer or sell Ordinary Shares from a place of business within the Cayman Islands.

Notice to prospective investors in Singapore

The offer or invitation of the Ordinary Shares of the Company, which is the subject of this Prospectus, does not relate to a collective investment scheme which is authorized under Section 286 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”) or recognized under Section 287 of the SFA. The Company is not authorized or recognized by the Monetary Authority of Singapore (the “MAS”) and the Ordinary Shares are not allowed to be offered to the retail public. This Prospectus and any other document or material issued in connection with the offer or sale is not a prospectus as defined in the SFA. Accordingly, statutory liability under the SFA in relation to the content of prospectuses does not apply. You should consider carefully whether the investment is suitable for you.

This Prospectus has not been registered as a prospectus with the MAS. Accordingly, this Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Ordinary Shares may not be circulated or distributed, nor may Ordinary Shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) under Section 304 of the SFA, (ii) to a relevant person (as defined in Section 4A of the SFA) pursuant to Section 305(1), or any person pursuant to Section 305(2), and in accordance with the conditions specified in Section 305, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Ordinary Shares are subscribed or purchased in reliance on an exemption under Section 305 of the SFA by a relevant person which is:

- a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Ordinary Shares pursuant to an offer made in reliance on an exemption under Section 305 of the SFA except:

- a) to an institutional investor or to a relevant person;
- b) to any person arising from an offer referred to in Section 275(1A) or Section 305A(3)(i)(B) of the SFA;
- c) where no consideration is or will be given for the transfer;
- d) where the transfer is by operation of law; or
- e) as specified in Section 305A(5) of the SFA.

Notice to prospective investors in Saudi Arabia

This Prospectus may not be distributed in Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations issued by the Capital Market Authority.

The Capital Market Authority does not make any representation as to the accuracy or completeness of this Prospectus, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Prospectus. Prospective purchasers of the securities offered hereby should conduct

their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this Prospectus you should consult an authorised financial adviser.

Forward-looking statements

This Prospectus includes statements that are, or may be deemed to be, “forward-looking statements”. These forward-looking statements can be identified by the use of forward-looking terminology, including, but not limited to, the terms “believes”, “estimates”, “anticipates”, “expects”, “intends”, “may”, “will” or “should” or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include all matters that are not historical facts. They appear in a number of places in this Prospectus and include statements regarding the intentions, beliefs or current expectations of the Company, the Directors, the AIFM or the Menhaden Team concerning, amongst other things, the investment objective and investment policy, investment performance, results of operations, financial condition, prospects, and dividend policy of the Company and the markets in which it invests and/or operates. By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Forward-looking statements are not guarantees of future performance. The Company’s actual investment performance, results of operations, financial condition, dividends paid and its financing strategies may differ materially from the impression created by the forward-looking statements contained in this Prospectus. In addition, even if the investment performance, results of operations, financial condition of the Company and its financing strategies, are consistent with the forward-looking statements contained in this Prospectus, those results, its condition or strategies may not be indicative of results, its condition or strategies in subsequent periods. Important factors that could cause these differences include, but are not limited to:

- changes in economic conditions generally and the Company’s ability to achieve its investment objective and returns on equity for investors;
- the Company’s ability to invest the cash on its balance sheet and the proceeds of the Issue in suitable investments on a timely basis;
- foreign exchange mismatches with respect to exposed assets;
- changes in interest rates and/or credit spreads, as well as the success of the Company’s investment strategy in relation to such changes and the management of the uninvested proceeds of the Issue;
- impairments in the value of the Company’s investments;
- the availability and cost of capital for future investments;
- the departure of key personnel employed by, or seconded to, the AIFM;
- the failure of the AIFM to perform its obligations under the AIFM Agreement with the Company or the termination of the AIFM Agreement;
- changes in laws or regulations, including tax laws, or new interpretations or applications of laws and regulations, that are applicable to the Company; and
- general economic trends and other external factors, including those resulting from war, incidents of terrorism or responses to such events.

Given these uncertainties, prospective investors are cautioned not to place any undue reliance on such forward-looking statements. Prospective investors should carefully review the “Risk Factors” section of this Prospectus for a discussion of additional factors that could cause the Company’s actual results to differ materially from those that the forward-looking statements may give the impression will be achieved, before making an investment decision. Forward-looking statements speak only as at the date of this Prospectus. Although the Company and the AIFM undertake no obligation to revise or update any forward-looking statements contained herein (save where required by the Prospectus Rules, the Listing Rules, the AIFM Directive or the Disclosure and Transparency Rules), whether as a result of new information, future events, conditions or circumstances, any change in the Company’s, the AIFM’s or the Menhaden Team’s expectations

with regard thereto or otherwise, Shareholders are advised to read any communications made directly to them by the Company and/or any additional disclosures in announcements that the Company may make through an RIS.

No incorporation of website

The contents of the Company's website at www.menhadencapital.com and the AIFM's website at www.frostrow.com, the contents of any website accessible from hyperlinks on the Company's website, the AIFM's website, or any other website referred to in this Prospectus are not incorporated into, and do not form part of this Prospectus. Investors should base their decision to invest on the contents of this Prospectus alone and should consult their professional advisers prior to making an application to acquire Ordinary Shares.

EXPECTED TIMETABLE

Publication of this Prospectus and commencement of the Placing and Offer	9 July 2015
Latest time and date for applications under the Offer	11.00 a.m. on 28 July 2015
Latest time and date for placing commitments under the Placing	11.00 a.m.* on 28 July 2015
Publication of results of the Placing and the Offer	29 July 2015
Admission and dealings in Ordinary Shares commences	8.00 a.m. on 31 July 2015
CREST Accounts credited with uncertificated Ordinary Shares	8.00 a.m. on 31 July 2015
Where applicable, definitive share certificates despatched by post in the week commencing**	3 August 2015

* or such later time as may be notified to a Placee

Any changes to the expected timetable set out above will be notified by the Company through a Regulatory Information Service.

References to times are to London times unless otherwise stated.

ISSUE STATISTICS

Issue Price per Ordinary Share**	100 pence
Gross Proceeds of the Issue***	£80 million
Estimated Net Proceeds of the Issue to be received by the Company****	£78,125,000
Expected Net Asset Value per Ordinary Share on Admission	97.66 pence

** The minimum subscription per investor pursuant to the Offer is £1,000.

*** Assuming that the Issue is subscribed as to 80 million Ordinary Shares.

**** The maximum Gross Proceeds are £150 million with the actual size of the Issue being subject to investor demand. The number of Ordinary Shares to be issued pursuant to the Issue, and therefore the Gross Proceeds, is not known as at the date of this Prospectus but will be notified to the market by the Company via an RIS announcement prior to Admission. The Issue will not proceed if the Gross Proceeds would be less than £80 million. If the Issue does not proceed, subscription monies received will be returned without interest at the risk of the applicant.

DEALING CODES

ISIN	GB00BZ0XWD04
SEDOL	BZ0XWD0
Ticker	MHN

DIRECTORS, AIFM AND ADVISERS

Directors	Sir Ian Cheshire (<i>Chairman</i>) Emma Howard Boyd Duncan Budge Howard Pearce
Registered Office	One Wood Street London EC2V 7WS
AIFM	Frostrow Capital LLP 25 Southampton Buildings London WC2A 1AL
Sponsor, Corporate Broker and Bookrunner	Numis Securities Limited The London Stock Exchange Building 10 Paternoster Square London EC4M 7LT
Company Secretary	Frostrow Capital LLP 25 Southampton Buildings London WC2A 1AL
Depositary	J.P. Morgan Europe Limited 25 Bank Street London E14 5JP
Registrar	Capita Asset Services The Registry, 34 Beckenham Road Beckenham, Kent, BR3 4TU
Receiving Agent	Capita Asset Services The Registry, 34 Beckenham Road Beckenham, Kent, BR3 4TU
Reporting Accountant and Auditor	Grant Thornton UK LLP 30 Finsbury Square London EC2P 2YU
Legal advisers to the Company	Herbert Smith Freehills LLP Exchange House, Primrose Street London EC2A 2EG
Legal advisers to the Sponsor	Norton Rose Fulbright LLP 3 More London Riverside London SE1 2AQ

PART I

INVESTMENT HIGHLIGHTS

- **Compelling opportunity:** arising from matching patient capital with investment opportunities created by a global transition to an efficient use of energy and resources.
- **Unique portfolio:** an intention to create a conviction-driven Portfolio of approximately 20-25 global positions in listed equity, yield assets and special situations with a focus on efficient resource use, including seed assets totalling approximately £13 million, comprising drawn down commitments to private equity funds acquired at a discount to net asset value.
- **Entrepreneurial and committed team:** the Menhaden Team, supported by high profile Board and Strategic Advisory Group members, combine investment and execution expertise with an exceptional business network, giving access to off-market investment opportunities.
- **Aligned management:** the Menhaden Team, the Board and the Strategic Advisory Group will invest significantly upon Admission.
- **Cornerstone commitments:** cornerstone investors including a number of prominent individuals from a wide range of industries and geographies have confirmed their intention to subscribe for Ordinary Shares representing an aggregate value of approximately £80 million at the Issue Price.

PART II

INFORMATION ON THE COMPANY

1. Introduction

The Company is a closed-ended investment trust incorporated in England and Wales on 30 September 2014. The Company intends to carry on its business at all times as an investment trust for the purposes of section 1158 of the Corporation Tax Act 2010 (as amended). Ordinary Shares are available to investors through the Placing and the Offer, at an Issue Price of 100 pence per Ordinary Share.

The AIFM of the Company will be Frostrow Capital LLP which is responsible for the Company's portfolio and risk management functions. The Investment Principals, being Ben Goldsmith and Alexander Vavalidis, are members of Menhaden and will carry out the day-to-day portfolio management activities relating to the Company. The Investment Principals, who have been seconded to the AIFM for the purpose of performing such activities, will identify and present investment opportunities for consideration to the Investment Committee. The Investment Committee will consist of the Investment Principals and Graham Thomas who, as a secondee to the AIFM for such purpose, will act as non-executive chairman of the Investment Committee and has committed to provide half a day a week to his role. The Investment Committee will make all investment and divestment decisions and will closely review and monitor portfolio management activities delegated to the Listed Equity Portfolio Manager. The Investment Committee will also have the ability to adjust any allocation of capital made to the Listed Equity Portfolio Manager at its discretion.

Once Menhaden, of which each of the Investment Principals and Graham Thomas are members, becomes authorised by the FCA to perform portfolio management activities in its own capacity, it is expected that the secondment of the Menhaden Team to the AIFM will end and that the AIFM will delegate the Company's day-to-day portfolio management activities to Menhaden by way of a portfolio management agreement. The Menhaden Team would then continue to manage the Company's Portfolio in their respective capacities as members of Menhaden. There is currently no intention for Menhaden to seek authorisation to become the AIFM of the Company in such circumstances. Further information on the structure of such arrangements is set out under the heading "Directors, Management and Administration" in Part IV of this Prospectus and under the heading "Material Contracts" in Part VII of this Prospectus.

Applications will be made for the Ordinary Shares to be admitted to the Official List of the UK Listing Authority with a premium listing and to be admitted to trading on: (i) the London Stock Exchange's Main Market for listed securities; and (ii) the Social Stock Exchange Segment of the ICAP Securities & Derivatives Exchange Main Board. It is not intended that any class of Shares in the Company be admitted to listing in any other jurisdiction. It is expected that Admission will become effective and that dealings in the Ordinary Shares for normal settlement will commence on 31 July 2015.

2. Investment objective

The Company's investment objective is to generate long-term Shareholder returns, predominantly in the form of capital growth, by investing in businesses and opportunities, irrespective of their size, location or stage of development, delivering or benefiting from the efficient use of energy and resources.

Whilst the intention is to pursue an active, non-benchmarked total return strategy, the Company will be cognisant of the positioning and performance of its Portfolio relative to the MSCI World Total Return Index (in Sterling). Accordingly, the Menhaden Team will take notice of the returns of that index with a view to outperforming it over the long term.

3. Investment policy

The Company's investment objective will be pursued through constructing a conviction-driven Portfolio consisting primarily of direct listed and unlisted holdings across different asset classes and geographies.

Asset allocation

The Company will invest, either directly or through External Funds, in a Portfolio that is comprised of three main allocations:

- listed equity;
- yield assets; and
- special situations.

The flexibility to invest across asset classes affords the Company two main benefits:

- it enables construction of a Portfolio based on an assessment of market cycles; and
- it enables investment in all opportunities which benefit from the investment theme.

Once substantially invested, it is expected that the Portfolio will comprise approximately 20 to 25 positions. Typically, the Portfolio will not comprise fewer than 20 positions or more than 50 positions. For these purposes, an investment in an External Fund is treated as one position.

Geographic focus

The Portfolio will be predominantly focused on investments in developed markets, though if opportunities that present an attractive risk and reward profile are available in emerging markets then these may also be pursued.

While many of the companies forming the Portfolio will be headquartered in the UK, North America or Europe, it should be noted that many of those companies will be global in nature so their reporting currency may not reflect their actual geographic or currency exposures.

Investment restrictions

The Menhaden Team will not make an investment if it would cause the Company to breach any of the following limits at the point of investment:

- (1) no more than 20 per cent. of the Company's gross assets may be invested, directly or indirectly through External Funds, in the securities of any single entity; and
- (2) no more than 20 per cent. of the Company's gross assets may be invested in a single External Fund.

In addition, the Listing Rules currently restrict the Company from investing more than 10 per cent. of its total assets in other listed closed-ended investment funds, save that this investment restriction does not apply to investments in closed-ended investment funds which themselves have published investment policies to invest no more than 15 per cent. of their total assets in other listed closed-ended investment funds. The Company will comply with this investment restriction (or any variant thereof) for so long as such restriction remains applicable.

Borrowings

The Company may incur indebtedness for working capital and investment purposes, up to a maximum of 20 per cent. of the Net Asset Value at the time of incurrence. The decision on whether to incur indebtedness may be taken by the Investment Committee within such parameters as are approved by the AIFM and the Board from time to time. There will be no limitations on indebtedness being incurred at the level of the Company's underlying investments (and measures of indebtedness for these purposes accordingly exclude debt in place at the underlying investment level).

Hedging

The Company may enter into any hedging or other derivative arrangements which the AIFM or the Menhaden Team may from time to time consider appropriate for the purposes of efficient portfolio management, and the Company may for these purposes generate leverage through the use of options, futures, options on futures, swaps and other synthetic or derivative financial instruments.

The Menhaden Team does not expect to engage in currency hedging on a regular basis. However, given that a proportion of the Company's assets could be denominated in currencies other than Sterling, the Company will be subject to foreign exchange risks which could adversely affect the Net Asset Value. Accordingly, the Menhaden Team may, within such parameters as are approved by the AIFM and in accordance with the Company's investment policy, seek to hedge the Company's exposure to non-Sterling assets, subject to suitable hedging contracts being available at appropriate times and on terms acceptable to the Menhaden Team.

Cash management

While it is intended that the Company's Portfolio will comprise both listed and unlisted investments, as well as interests in External Funds, the Company may hold cash on deposit or invest on a temporary basis in a range of equity and debt securities and cash equivalent instruments that are readily realisable pending investment in longer-term opportunities in accordance with the Company's investment policy. There is no restriction on the amount of cash or cash equivalent instruments that the Company may hold and there may be times when it is appropriate for the Company to have a significant cash position instead of being fully or near fully invested.

Risk

The Company's approach to risk will be focused on the risk of a permanent diminution in capital.

4. Changes to the Company's investment policy

Any material change to the Company's investment policy will be made only with the approval of the FCA and the Shareholders by way of ordinary resolution, in each case in accordance with, and to the extent required, by the Listing Rules.

5. Dividend policy

The Company may pay a dividend at the discretion of the Board. On the basis of current market conditions, the Board is targeting a dividend of two per cent. per annum of the average Net Asset Value for the relevant financial year, once the Company's assets are substantially invested. It is anticipated that this will be by the end of the second full financial year after Admission, although this will depend on the pace of investment and prevailing market conditions. It is intended that dividends will be paid annually thereafter as interim dividends.

The Company will seek to maintain the above dividend policy. To the extent that the Company's net income (calculated as received revenue less the operating costs of the Company charged to the revenue column of the Company's income statement) in any financial period exceeds the amount paid as dividend, this excess may be retained by the Company for use in smoothing future dividend payments. Conversely, to the extent that the payment of the target dividend of two per cent. per annum of the average Net Asset Value for the relevant financial year, or any other dividend, would represent an amount greater than the Company's net income (calculated as above) for the relevant period, such dividend payment would have to be made out of the capital profits of the Company.

The Company will comply with the requirements for maintaining investment trust status for the purposes of section 1158 of the Corporation Tax Act 2010 (as amended) regarding distributable income. The Company does not expect to be able to pay a dividend until the second full financial year after Admission, however in order to maintain investment trust status, the Company may distribute eventual income by way of dividend prior to that date (including the distributable reserve which will arise on the proposed cancellation of the Company's share premium account following Admission).

Were the Company to be in a position to pay a dividend, then it may, subject to complying with all relevant criteria and with the approval of the Shareholders by ordinary resolution, establish a scrip dividend scheme that would allow Shareholders to receive Ordinary Shares instead of a cash dividend.

The targeted dividend is a target only and not a profit forecast. There can be no assurance that the target will be met and it should not be taken as an indication of the Company's expected or actual future results.

Potential investors should decide for themselves whether or not this target rate of return for the Company is reasonable or achievable in deciding whether to invest in the Company.

6. Net Asset Value

The Net Asset Value per Ordinary Share will be calculated in Sterling by the AIFM on a monthly basis. Such calculations will be notified monthly through a Regulatory Information Service and will also be available through the Company's website.

The Net Asset Value is the value of all assets of the Company less liabilities (including provisions for such liabilities). The Net Asset Value per Share is the Net Asset Value divided by the number of Ordinary Shares in issue at the relevant time.

Publicly traded securities will be valued by the AIFM by reference to their bid price or last traded price, if applicable, on the relevant exchange in accordance with the Association of Investment Companies' valuation guidelines and applicable accounting standards. Where trading in the securities of an investee company is suspended, the investment in those securities will be valued at the AIFM's estimate of its net realisable value. In preparing these valuations, the AIFM will take into account, where appropriate, latest dealing prices, valuations from reliable sources, comparable asset values and other relevant factors.

The AIFM will determine the value of investments that are not publicly traded, such as the Company's yield assets and special situation investments, either by reference to the valuation reported by the relevant manager or other relevant service provider of such investments, or will prepare its own valuation on the basis of the Association of Investment Companies' valuation guidelines, the International Private Equity and Venture Capital Valuation Guidelines or any other guidelines the AIFM considers appropriate. Any such valuations prepared by the AIFM will be approved by the Audit Committee at least twice a year.

If the Board considers that any of the above bases of valuation are inappropriate in any particular case, or generally, it may adopt such other valuation procedures as it considers reasonable in the circumstances.

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

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

7. The Issue

The Company may issue up to 150 million Ordinary Shares through the Placing and the Offer at a price of 100 pence per Ordinary Share. The Issue is conditional, inter alia, on the Gross Proceeds being at least £80 million. The Issue is not being underwritten.

Applications under the Offer must be for a minimum subscription amount of £1,000 and thereafter in multiples of £100. The maximum number of Ordinary Shares available under the Issue should not be taken as an indication of the final number of Ordinary Shares that will ultimately be issued and the number of Ordinary Shares actually issued may be less than the maximum number.

The current Shareholder has by way of a special resolution passed at a general meeting of the Company on 1 July 2015 approved the allotment and issue of Ordinary Shares pursuant to the Issue on a non-pre-emptive basis.

The Company may pay commission or rebates to certain introducers and/or intermediaries in connection with the Issue.

Applications will be made for the Ordinary Shares to be admitted to the Official List of the UK Listing Authority with a premium listing and to be admitted to trading on: (i) the London Stock Exchange's Main Market for listed securities; and (ii) the Social Stock Exchange Segment of the ICAP Securities & Derivatives Exchange Main Board. It is not intended that any class of Shares in the Company be admitted to listing in any other jurisdiction. It is expected that Admission will become effective and that dealings for normal settlement in the Ordinary Shares will commence on 31 July 2015.

The Net Proceeds, after payment of initial expenses, will be invested in accordance with the Company's investment policy.

8. Capital structure and rights attaching to Ordinary Shares and C Shares

Except for the outstanding Redeemable Preference Shares (which will be cancelled by the Company following Admission), the Company's issued share capital on Admission will comprise Ordinary Shares only. The Ordinary Shares will be traded on: (i) the Main Market of the London Stock Exchange; and (ii) the Social Stock Exchange Segment of the ICAP Securities & Derivatives Exchange Main Board. Further details of the Ordinary Shares are set out in Part VII of this Prospectus.

The Company's Articles contain provisions that permit the Directors to issue C Shares from time to time. C Shares are shares which convert into Ordinary Shares only when a specified proportion of the net proceeds of issuing such C Shares have been invested in accordance with the Company's investment policy (prior to which the assets of the Company attributable to the C Shares are segregated from the assets of the Company attributable to the Ordinary Shares). Further details of the C Shares are set out in Part VII of this Prospectus.

Any issue of C Shares would be designed to overcome the potential disadvantages for both existing and new investors, which could arise out of a conventional fixed price issue of further Ordinary Shares for cash. In particular:

- the assets representing the net issue proceeds would be accounted for as a separate pool of assets until the specified calculation time. By accounting for the net issue proceeds arising from an issue of C Shares separately, holders of existing Ordinary Shares would not be exposed to a Portfolio containing a substantial amount of uninvested cash;
- the Net Asset Value of the existing Ordinary Shares would not be diluted by the expenses associated with the issue which would be borne by the subscribers for C Shares and not by existing holders of Ordinary Shares; and
- the basis upon which the C Shares will convert into Ordinary Shares is such that the number of Ordinary Shares to which holders of C Shares will become entitled will reflect the relative investment performance and value of the pool of new capital attributable to the C Shares raised pursuant to the relevant issue as compared to the assets attributable to the existing Ordinary Shares at that time and, as a result, neither the Net Asset Value attributable to the Ordinary Shares nor the net asset value attributable to the C Shares would be adversely affected by Conversion.

9. Further issues

The current Shareholder has by way of a special resolution dated 1 July 2015 granted the Board general authority, in substitution for all existing authorities, to allot further Ordinary Shares and C Shares following Admission in addition to those Ordinary Shares to be issued pursuant to the Issue representing up to an aggregate nominal amount of £10,000,000, such authority lasting until the end of the period of five years from the date of the passing of that resolution. To the extent that the authority is used in full before the end of such period, the Company may convene a general meeting to refresh the authority. The current Shareholder has at the same meeting passed a special resolution to disapply Shareholders' pre-emption rights over this unissued share capital so that the Board will not be obliged to offer any such new Ordinary Shares to Shareholders pro rata to their existing holdings.

Except where authorised by Shareholders, no Ordinary Shares will be issued at a price which is less than the Net Asset Value per existing Ordinary Share at the time of their issue unless they are first offered pro rata to Shareholders on a pre-emptive basis.

As noted in the sub-section 8 entitled “Capital structure and rights attaching to Ordinary Shares and C Shares” above, the Articles contain provisions that permit the Directors to issue C Shares from time to time and a C Share issue would permit the Board to raise further capital for the Company whilst avoiding any immediate dilution of investment returns for existing Shareholders which may otherwise result.

10. Repurchases of Ordinary Shares

The shares of investment trusts and other listed closed-ended funds may trade at a discount to the underlying net asset value per share. Whilst the rating which the market applies to the Ordinary Shares is not in the control of the Company itself, the Directors believe that, subject always to wider market conditions, the rating will tend to benefit from strong investment performance coupled with active marketing of the Company’s Ordinary Shares.

The Directors will consider using share repurchases to assist in limiting discount volatility and potentially providing an additional source of liquidity, if and when the Ordinary Shares trade at a level which makes their repurchase attractive.

Shares will only be repurchased at a price which, after repurchase costs, represents a discount to the Net Asset Value per Share. Repurchased Shares will be cancelled or may alternatively be held in treasury. Ordinary Shares may only be reissued from treasury at a price which, after issue costs, is not less than the Net Asset Value per Share at the relevant time.

All share repurchases will be conducted in accordance with the Listing Rules applicable from time to time and will be announced to the market on the same or the following day.

The exercise by the Directors of the Company’s powers to repurchase Ordinary Shares and the timing and structure of any such purchases is entirely discretionary and no expectation or reliance should be placed on the Directors exercising such discretion.

The current Shareholder has by way of a special resolution dated 1 July 2015 granted the Board general authority, in substitution for all existing authorities, to make market purchases of up to 500,000,000 Ordinary Shares provided that the number of the Ordinary Shares to be acquired other than pursuant to an offer made to Shareholders generally between the date of that resolution and the first annual general meeting of the Company shall not exceed 14.99 per cent. of the Ordinary Shares issued pursuant to the Issue and further provided that the number of Ordinary Shares to be acquired over any subsequent period commencing on the date of each annual general meeting of the Company shall not exceed 14.99 per cent. of Ordinary Shares in issue at the end of the day immediately prior to the commencement of such period.

As approved by a further resolution of the Company’s Shareholder passed on 1 July 2015, the Company intends (subject to court approval) to effect the cancellation of its share premium account following Admission, in order that share repurchases may be made out of the Company’s distributable reserves to the extent considered desirable by the Directors. It has also been resolved to cancel the outstanding Redeemable Preference Shares issued on incorporation of the Company.

The Company may also, where the Directors consider appropriate, use the reserve created by the cancellation of the share premium account to pay dividends, although this is not currently anticipated.

11. Life of the Company

The Company has been established with an unlimited life. The Articles provide, however, that a vote be put to Shareholders as an ordinary resolution at the annual general meeting of the Company to be held in 2020 and every fifth year thereafter. If passed by the Shareholders the effect of that resolution will be that the Company continues its business as an investment trust. If the resolution is not passed, then the Directors will be required to put proposals for the reconstruction, reorganisation or winding-up of the Company to the

Shareholders for their approval within six months of the date of the annual general meeting at which the resolution was proposed.

12. Meetings, reports and accounts

The Company expects to hold its first annual general meeting in early 2016 and will then hold an annual general meeting each year thereafter. The annual report and accounts of the Company will be made up to 31 December in each year with copies expected to be sent to Shareholders within the following four months. The Company will also publish unaudited interim reports to 30 June each year.

The Company intends that its first financial period will be to 31 December 2015 and will prepare financial statements in respect of this period.

Any ongoing disclosures required to be made to Shareholders pursuant to the AIFM Directive will (where applicable) be contained in the Company's monthly or annual reports, on the Company's website, or will be communicated to Shareholders in written form as required.

13. Social Stock Exchange

The Company has applied to become a member of the Social Stock Exchange. The Social Stock Exchange is a platform for investors seeking to access impact opportunities on the public markets. Through its platform, member companies have the opportunity to articulate and evidence their social and environmental credentials through the production of an independently assessed impact report.

The Social Stock Exchange operates the Social Stock Exchange Segment of the ICAP Securities & Derivatives Exchange Main Board, and companies seeking an admission to trading on the Social Stock Exchange Segment must submit an Impact Report (outlining the way in which it intends to create and measure impact) which is reviewed by an independent admissions panel. The Impact Report is the tool a company uses to document and evidence its social impact. It has 5 sections, covering: (i) the social or environmental purpose of the company and the impact it will deliver; (ii) who benefits as a result of the company's social impact; (iii) how a company's products, services, and operations deliver that social impact; (iv) how a company involves and consults with all its stakeholders; and (v) what evidence a company has of its social impact and how that is collected, measured and reported. If the Company's Impact Report is ratified by the admissions panel, it will qualify for admission to Social Stock Exchange Segment. A business must have its Impact Report ratified by the admissions panel on an annual basis to remain on the exchange. All Impact Reports will be made publicly available on the Social Stock Exchange Segment's website.

By becoming a member of the Social Stock Exchange, a company can raise its profile with likeminded investors and align its shareholder base with its values and mission. They will also be eligible to participate in a wide and varied events programme as well as being profiled on www.socialstockexchange.com and www.impactinvestor.com.

14. Taxation

Potential investors are referred to Part VI of this Prospectus for details of the taxation of the Company and of Shareholders in the UK and for details of the US federal income tax consequences to Shareholders in the US.

Shareholders considering disposing of their Ordinary Shares are advised to consider their investment objectives and their own individual financial and tax circumstances. Shareholders who are in any doubt as to their tax position should seek professional advice from their own adviser.

15. Risk factors

The Company's business is dependent on many factors and potential investors should read the whole of this Prospectus and in particular the section entitled "Risk Factors" on pages 21 to 36.

16. Profile of typical investor

The Issue is designed to be suitable for institutional investors and professionally-advised private investors seeking exposure to assets that focus on efficient resource use. The Ordinary Shares may also be suitable for investors who are institutional investors, professional investors, high net worth investors and advised individual investors who understand the risks involved in investing in the Company and/or who have received advice from their fund manager or broker regarding investment in the Company.

As a company listed on the UK Listing Authority's Official List, the Company is required to treat all Shareholders of a given class equally.

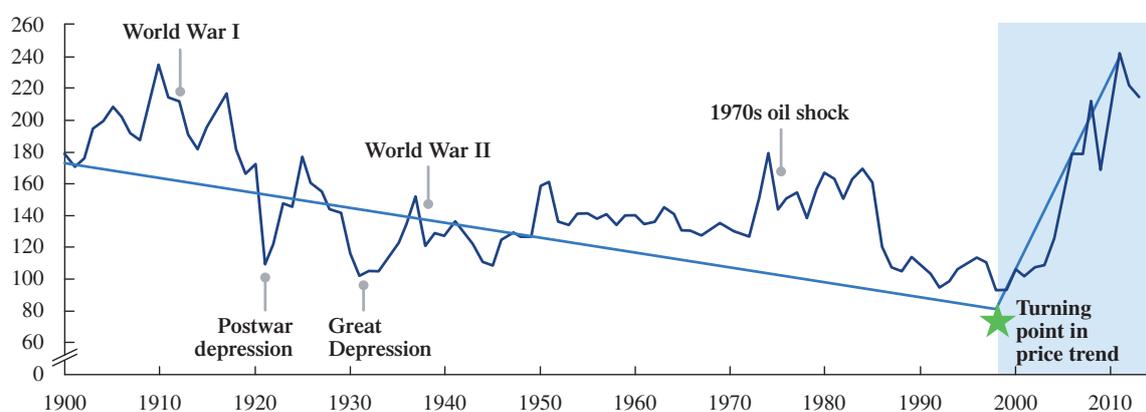
PART III

INFORMATION ON THE INVESTMENT PROPOSITION

1. Investment opportunity

The latter part of the last millennium witnessed dramatic growth in global population and gross domestic product (GDP). Between 1000 A.D. and 2000 A.D., the global population grew by a factor of 22; per capita GDP grew by a factor of 13 and global GDP grew by a factor of nearly 300, with the bulk of these increases taking place since the early nineteenth century. This contrasts sharply with the preceding millennium, when global population grew by only a sixth, and there was no advance in per capita income.¹ This has resulted in fundamental changes to the supply and demand dynamics of many resources, together with a permanent shift in their value. By way of illustration of this shift in value, in a September 2013 report, McKinsey & Company stated that since 2000, on average, resource prices have doubled. In addition, average resource price volatility has risen by three times since the late 1990s.² This has profound implications for businesses in their use of resources and is a key force in driving businesses towards more efficient resource use.

The McKinsey Global Institute Commodity Index below illustrates this paradigm shift in resource price and volatility.^{3,4}



The Menhaden Team believes that businesses that actively seek to identify and address these changes and the resulting need for efficient resource use, either for their own benefit or for the benefit of their customers through their products or services, are positioned to increase their profitability in the short and long term through cost savings and enhancing margins. Such businesses have recognised the need to adapt and change their business model or aspects of their business in response to resource challenges (which may also be driven by government and regulatory actions) and/or might operate, for example, in the fields of:

- energy generation;
- energy efficiency and storage; or
- industrial processes, waste management or water management.

These businesses will have recognised and acted upon the direct and indirect financial benefits associated with efficient use of resources, in some cases well in advance of widespread acceptance of such benefits within financial and investment markets. The Menhaden Team believes that there is a growing understanding among corporates that companies either directly addressing these challenges, or factoring them into their long term plans, tend to outperform equity markets.

1 Source: Maddison, A. *The World Economy: A Millennial Perspective*; OECD: Paris, France, 2001.

2 Volatility is measured by standard deviation from the mean commodity price.

3 Source: McKinsey Global Institute, IMF, OECD, FAO, World Bank, Grilli and Yang.

4 Based on arithmetic average of four commodity sub-indices: food, non-food agricultural materials, metals and energy.

While these factors have been talked about for a number of years, the Menhaden Team believes that the investment opportunity is only now truly actionable, as demonstrated by the number of markets which were non-existent or in their infancy less than ten years ago and which are now of a meaningful size and growing rapidly on a global scale. Examples include:

- **LED Lighting:** LED's share of the general lighting market has been historically negligible. However, McKinsey estimate that it was 9 per cent. (€5 billion) in 2011, and will grow to a 69 per cent. share, or €57 billion by 2020;⁵
- **Catalytic Converters:** in 2005, the market in heavy duty catalytic converters was negligible. Johnson Matthey estimates that this market will grow to a value of US\$2.1 billion in 2015 and thereafter increase by approximately a further 50 per cent. by 2020;⁶
- **Electric Vehicle Penetration:** after decades with the traditional internal combustion engine acting as the dominant automotive powertrain, new powertrains are rapidly becoming popular. Conventional hybrids have gained a significant market share in the last two decades. For example, Toyota has already sold more than 6 million of its flagship Prius models to date, roughly 10 per cent. of which in Europe;⁷ and
- **Solar Module Installation:** annual global solar installations have grown from just 2 gigawatts in 2006 to over 45 gigawatts in 2014; a doubling over installed capacity every 2 years.⁸

Investors often base their valuation of investments traded in public markets on whether the underlying company provides “growth at the right price”. The Menhaden Team believes that companies that actively seek to identify and address changes to the supply and demand dynamics of certain resources offer higher long term growth potential than their current valuations in financial markets would suggest. Further, their focus on these critical long term factors is often an indicator of strong, strategically focused management, and is associated with higher quality of earnings.

Similarly, the Menhaden Team believes that the true value of such businesses in private markets is also often not fully recognised, which is reflected in lower valuations relative to the growth prospects of these businesses.

Finally, there is an opportunity to create a solid base to an investment portfolio through assets providing yield, typically through investing in operating wind and solar assets. Renewable energy infrastructure represents the fastest growing market across all energy infrastructure assets with significant new investment requirement for decades. These projects are usually low complexity operations with no exposure to price risk on fuel source or other commodities. In addition, such projects tend to be distributed and too small to attract the attention of large scale infrastructure funds, providing a good opportunity, in the opinion of the Menhaden Team, to access stable and uncorrelated cash returns within the portfolio.

Successful companies whose businesses have benefited from the growth segments discussed above have provided a source of good returns for investors. The Menhaden Team believes that the ability to identify, monitor, invest in or otherwise gain access (whether direct or indirect) to other markets which have the potential in the future to expand in the manner illustrated above provides a clear investment opportunity.

2. Investment approach

Investment Principals

The portfolio management services for which the AIFM has overall responsibility will be carried out by the Investment Principals, being Ben Goldsmith and Alexander Vavalidis, who are members of Menhaden and have been seconded to the AIFM for the purpose of performing such activities. The Investment Principals

5 Source: McKinsey & Company, *Lighting the way: Perspectives on the global lighting market*, Second Edition, August 2012.

6 Source: Johnson Matthey: *Presentation to Investors/Analysts – New Business Development and Opportunities in Emission Control Technologies*, 31 January 2013.

7 Source: Amsterdam Roundtable Foundation and McKinsey & Company the Netherlands, *Evolution Electric vehicles in Europe: gearing up for a new phase?*, April 2014.

8 Source: Greenlight, *Here Comes the Sun-E*, October 20, 2014.

will carry out day-to-day portfolio management activities relating to the Company and will identify and present investment opportunities to the Investment Committee for consideration.

The Investment Principals intend to recruit a small internal team of investment professionals that will assist in collecting, distilling and analysing information received through their investment networks and will, with the benefit of this information: (i) identify investments that they consider suitable for the Company; and (ii) scale and structure the investments in the identified opportunities for the Company.

As part of their process of determining which investments to pursue, the Investment Principals will undertake an assessment of whether the investment opportunities identified actively address the challenges of resource efficiency, either for the benefit of the relevant business or its customers. This assessment is combined with other valuation and investment methodologies to form a view on whether the asset provides an attractive medium to long term investment opportunity. The Investment Principals will analyse the resource efficiency attributes demonstrated by the potential investment opportunities and assess whether those attributes are likely to contribute to cost savings and margin enhancements for that business or its customers or themselves (i.e. such efficiency is itself a meaningful contributor to their customers' or their own net revenue or profit), thereby making them more attractive investments than they would otherwise have been. It may, for example, be companies that use fossil fuels efficiently or use alternative energy sources intelligently.

When identifying suitable investment opportunities, the Investment Principals may have regard to the Financial Reporting Council's UK Stewardship Code and the UN Principles of Responsible Investment.

Further information on the Investment Principals is contained in the section entitled "Investment Principals" in Part IV of this Prospectus.

Investment Committee

The Investment Committee will consist of the Investment Principals and Graham Thomas, who will act as non-executive chairman of the Investment Committee and has committed to provide half a day a week to his role. The Investment Committee intends to meet weekly in order to consider the investment opportunities presented by the Investment Principals. All investment and divestment decisions will be made by the Investment Committee and will require the unanimous consent of all members of the Investment Committee, subject to situations whereby potential conflicts of interest may arise. In such circumstances, the member of the Investment Committee having a material interest, economic or otherwise, in an existing or potential investee company, will (unless otherwise agreed with the Company), excuse himself from any portfolio management decision relating to that company.

Further information on the Investment Committee is contained in the section entitled "Investment Committee" in Part IV of this Prospectus.

Strategic Advisory Group

The Menhaden Team will be supplemented by the Strategic Advisory Group, which will assist them in implementing the Company's investment objective and policy. The Strategic Advisory Group will not have a formal mandate or responsibilities, but will meet from time to time with the Menhaden Team to discuss the macroeconomic environment, factors affecting the broad investment theme of the Company, market conditions and Portfolio construction.

More information about the Strategic Advisory Group is contained in the section entitled "Strategic Advisory Group" in Part IV of this Prospectus.

Investment network

The Menhaden Team will also have access to a proprietary investment network which they believe will be of benefit to the investment process, and will help to source opportunities which the Menhaden Team believe would otherwise not be available to the Company.

The investment network of the Menhaden Team will include a group of investment managers of External Funds in which the Company may invest, and, from time to time, external experts and advisers. The

Menhaden Team will work closely with their investment network in order to refine and develop investment ideas and identify opportunities, make investments and monitor the Portfolio. In this way, the Menhaden Team will benefit from a wider pool of expertise than would otherwise be possible, which the Menhaden Team believes will lead to enhanced investment performance.

Listed equity portfolio management

The Investment Committee will allocate a portion of the Portfolio to be managed by Listed Equity Portfolio Manager in accordance with the terms of the Listed Equity Portfolio Management Agreement. The portfolio management activities delegated to the Listed Equity Portfolio Manager (including investment and divestment decisions in respect of its investment allocation) will be closely reviewed and monitored by the Investment Committee. The Investment Committee will have the ability to adjust any allocation of capital made to the Listed Equity Portfolio Manager at its discretion. The fees payable to the Listed Equity Portfolio Manager under the Listed Equity Portfolio Management Agreement will be paid out of the Portfolio Management Fee and the payment of such fees is the sole responsibility of Menhaden.

The Listed Equity Portfolio Management Agreement does not confer any exclusivity to the Listed Equity Portfolio Manager with respect to the portfolio management of the Company's listed equity portfolio and the Investment Committee may from time to time decide to allocate a portion of the Portfolio to other external managers or to make separate listed equity investments to be managed directly by the Menhaden Team.

Ben Goldsmith is a member of WHEB LLP, the majority member of the Listed Equity Portfolio Manager. More information is contained in the section entitled "Potential conflicts of interest" in Part IV of this Prospectus.

3. Portfolio Overview⁹

Following Admission, the Menhaden Team will invest the Net Proceeds in accordance with the Company's investment policy and as the Menhaden Team believes prudent in light of the then prevailing market conditions. It is currently intended that approximately half of the Company's assets will be invested or committed within the first month following Admission and that over 75 per cent. of the Company's assets will be invested by the end of the first full financial year of Admission.

Whilst the exact composition of the fully invested Portfolio and the identity of specific investments will depend on market conditions and the continued availability of specific opportunities at the time of the Company's investment, if the Menhaden Team were to allocate assets as at the date of this Prospectus it is anticipated that the Company's Portfolio would comprise investments in listed equities, yield assets and special situations with characteristics similar to the portfolio overview described below, both in its investment phase and once fully invested.

The Portfolio will comprise approximately 20 to 25 investments and is initially expected to be substantially allocated to listed equity and the Seed Assets. Over time, the Company's exposure to yield assets and special situations is expected to gradually increase. This process is anticipated to take one to two years from Admission. In due course, the Portfolio is expected to reflect the following breakdown:

- approximately 35 per cent. in listed equity;
- approximately 30 per cent. in yield assets; and
- approximately 30 per cent. in special situations.

In addition, unless and until the Menhaden Team deems it appropriate to incur indebtedness in the Portfolio, approximately 5 per cent. of the Portfolio would be comprised of cash or cash equivalents which would be made available for working capital purposes and short-term liquidity requirements.

⁹ Prospective investors should note that the Portfolio Overview and the information contained in this section is intended to be illustrative only and is not designed to be indicative, or to predict the future performance, of the Company or its eventual investment Portfolio, which may be materially different from the Portfolio Overview described below.

The Menhaden Team may, either if they believe it prudent in light of prevailing market conditions or in order to deploy capital ahead of sourcing special situation investments suitable for the Portfolio, initially over-allocate to listed equities in comparison to the 35 per cent. attribution in the Portfolio Overview. This over-allocation would then gradually be reduced as the Menhaden Team makes investments in yield assets and special situations, until such time as a Portfolio allocation has been achieved which is more reflective of the Portfolio Overview.

However, the actual Portfolio composition at any given time will reflect the opportunities available to the Menhaden Team and the performance and maturity of the underlying investments.

Liquidity

It is anticipated that the listed equity investments (which comprise approximately 35 per cent. of the investments within the Portfolio Overview) could ordinarily be liquidated on one month's notice or less. Of the remainder, the Menhaden Team estimates that the yield assets (which comprise approximately 30 per cent. of the Portfolio Overview) could be liquidated over a 6-month period although this could require selling at a significant discount to Net Asset Value. The special situation assets (which comprise approximately 30 per cent. of the Portfolio Overview) would take significantly longer to liquidate, and in order to achieve liquidity may have to be liquidated at a significant discount to Net Asset Value. This liquidity analysis reflects notice period and redemption frequency and any hard lock-up terms for External Funds and assumes that the External Funds do not waive any withdrawal or redemption terms.

Listed equity

It is expected that the listed equity investments will comprise approximately around 35 per cent. of the fully invested Portfolio.

Initially, these investments will primarily be managed by the Listed Equity Portfolio Manager in accordance with the terms of Listed Equity Portfolio Management Agreement. The Listed Equity Portfolio Manager intends to focus on companies that offer solutions to sustainability to build a conviction-driven portfolio of approximately 15 long only, global mid/large-cap companies.

In addition to the above, the Investment Committee may also from time to time decide to allocate a portion of the portfolio to other external managers or to make listed equity investments outside of the mandate of the Listed Equity Portfolio Manager, which would be managed directly by the Menhaden Team.

Yield assets

It is anticipated that yield assets will comprise approximately 30 per cent. of the fully invested Portfolio.

These investments will typically be focused on infrastructure type investments in mature and commercially proven renewable energy technologies, in particular operating solar and wind plants in the UK and Europe, with a target gross yield of approximately seven per cent. It is envisaged that these investments will be direct investments.

Special situations

It is anticipated that special situation investments will comprise approximately 30 per cent. of the fully invested Portfolio.

These investments will typically be investments which the Menhaden Team believes will deliver a high IRR and/or multiple of invested capital. Such investments will include investments in private equity (funds and direct) but may also from time to time include investments in listed securities and other, non-traditional, assets.

The Menhaden Team is actively evaluating investment opportunities, and believes that their network of contacts will provide them with access to significant deal flow which will give rise to these opportunities. Given the illiquid nature of unlisted equity investments, it may take up to 24 months to fully invest this part of the Portfolio.

A portion of the unlisted equity exposure will be through External Funds, including holding limited partnership interests, shares or other securities in limited partnerships or other fund vehicles managed by third party private equity managers. The Company has, as at the date of this Prospectus, made commitments under the Sale and Purchase Agreements to acquire limited partnership interests in the following funds managed by WHEB Capital Partners LLP (the “**WHEB Funds**”):

- WHEB Ventures Private Equity Fund 2 LP, a limited partnership established in England and Wales, for an aggregate consideration of £9,962,473 and to which outstanding undrawn commitments of £925,221 are attached; and
- WHEB Partners Private Equity Fund 3 LP, a limited partnership established in England and Wales, for an aggregate consideration of €3,738,235 and to which outstanding undrawn commitments of €9,546,868 are attached,

(together, the “**Seed Assets**”).

The commitments made under the Sale and Purchase Agreements are conditional upon the relevant vendors participating in the Issue and Admission occurring.

Each of the WHEB Funds focuses on energy and resource efficiency technology and has a stated strategy of seeking to invest in businesses already producing revenue and which are either cash flow positive, or have a high probability of generating positive cash flow within twelve months of the date of investment. The investment focus of the WHEB Funds is on growth capital in European businesses, with a particular emphasis on the UK, Nordic countries, Germany and other German speaking countries. The Menhaden Team believes that an investment in the WHEB Funds in the manner described above will be conducive to achieving the Company’s investment objective in accordance with its investment policy.

The consideration payable by the Company under each Sale and Purchase Agreement reflects a discount to the audited net asset value attributable to the Seed Assets as at 31 March 2015, which has then been adjusted to reflect all subsequent drawdowns and distributions made after such date and up to the date of completion of the acquisition (being the date of Admission). Assuming Gross Proceeds of £80 million and including any further Sale and Purchase Agreements for interests in the WHEB Funds that may be entered into prior to Admission, as at 7 July 2015 (being the latest practicable date before publication of this Prospectus) it is expected that:

- in respect of WHEB Ventures Private Equity Fund 2 LP, the aggregate consideration payable by the Company for those Seed Assets (excluding any outstanding undrawn commitments) will represent not more than approximately 12 per cent. of the Gross Proceeds and the total exposure of the Company to that WHEB Fund at Admission (including all outstanding undrawn commitments) will represent not more than approximately 14 per cent. of the Gross Proceeds; and
- in respect of WHEB Partners Private Equity Fund 3 LP, the aggregate consideration payable by the Company for those Seed Assets (excluding any outstanding undrawn commitments) will represent not more than approximately 3 per cent. of the Gross Proceeds and the total exposure of the Company to that WHEB Fund at Admission (including all outstanding undrawn commitments) will represent not more than approximately 12 per cent. of the Gross Proceeds.

Ben Goldsmith has a minority membership interest in WHEB Capital Partners LLP, the investment manager of the WHEB Funds and also has a carried interest participation in each of the WHEB Funds. More information is contained in the section entitled “Potential conflicts of interest” in Part IV of this Prospectus.

In time, the Menhaden Team aims to invest in additional External Funds managed by other third party managers.

PART IV

DIRECTORS, MANAGEMENT AND ADMINISTRATION

1. Directors

The Directors are responsible for the determination of the Company's investment policy and strategy and have overall responsibility for the Company's activities, including the review of investment activity and performance and the control and supervision of the AIFM. The Directors have delegated responsibility for managing the assets comprised in the Portfolio to the AIFM, which is not required to, and generally will not, submit individual investment decisions for the approval of the Board. All of the Directors are non-executive and are independent of the AIFM and Menhaden.

The Directors will meet as a Board at least quarterly, the Audit Committee will meet at least twice a year and the Management Engagement Committee will meet at least once a year.

The Directors are as follows:

Sir Ian Cheshire (Chairman)

Sir Ian Cheshire was the Group Chief Executive of Kingfisher plc from January 2008 until February 2015. Prior to becoming Group Chief Executive of Kingfisher he was Chief Executive of B&Q Plc from June 2005. His previous roles at Kingfisher included Chief Executive of International and Development, Chief Executive of e-Kingfisher and Group Director of Strategy and Development. Before joining Kingfisher in 1998 he worked for a number of retail businesses including Sears plc where he was Group Commercial Director.

He is Senior Independent Director of Whitbread plc and Government lead non-executive Director. He is also Chairman of the Prince of Wales Corporate Leaders Group on Climate Change and President of the Business Disability Forum President's Group and Chairman of the Advisory Board of the Cambridge Institute for Sustainability Leadership.

In addition, Sir Ian chaired the Ecosystem Markets Task Force, an independent business-led initiative aimed at helping UK business to find new opportunities to drive green economic growth and profit from valuing and protecting nature.

Sir Ian was knighted in the 2014 New Year Honours for services to Business, Sustainability and the Environment.

Emma Howard Boyd

Emma has spent her 25-year career working in financial services, initially in corporate finance, and then in fund management, specialising in sustainable investment and corporate governance.

As Director of Stewardship at Jupiter Asset Management, Emma was integral to the development of their reputation in the corporate governance and sustainability fields. This work included research and analysis on companies' environmental, social and governance performance, engaging with companies at board level and public policy engagement.

Emma currently serves on various boards and advisory committees including the Environment Agency, Future Cities Catapult (Vice Chair), the Aldersgate Group, the 30% Club Steering Committee, the Executive Board of The Prince's Accounting for Sustainability Project and the Carbon Trust Advisory Panel.

Duncan Budge

Duncan Budge is Chairman of Spencer House Ltd., Dunedin Enterprise Investment Trust plc, Artemis Alpha plc, and a non-executive director of the World Trust Fund (SICAF) and Lowland Investment Company plc.

He was previously a director of J. Rothschild Capital Management from 1988 to 2012 and a director and chief operating officer of RIT Capital Partners plc from 1995 to 2011. Between 1979 and 1985 he was with Lazard Brothers & Co. Ltd.

Howard Pearce

Howard Pearce is the founder and Executive Director of HowESG Ltd, a specialist environmental, stewardship and governance consultancy business. His non-executive roles include independent Chair of the F&C Responsible Investment Advisory Council, independent Chair of the Boards of the Avon, Berkshire and Wiltshire Pension Funds, Board member of Cowes Harbour Commission a UK trust port, and a Trustee member of the Board, plus Investment and Audit Committees of the NHS 'Above and Beyond' charity. Between 2003 and 2013 he was the Head of the Environment Agency £2.3 billion pension fund and a member of its Pensions and Investment Committee. Under his leadership the fund won over 30 awards in the UK, Europe and globally for its financially and environmentally responsible investment, best practice fund governance, public reporting and e-communications. Prior to this, Howard held senior executive roles in the environment, water, leisure and e-publishing sectors.

2. AIFM

The Company has appointed Frostrow Capital LLP, a limited liability partnership incorporated in England and Wales on 8 November 2006, as its AIFM. As the Company's alternative investment fund manager, pursuant to the AIFM Directive, the AIFM is responsible for the portfolio management and risk management of the Company (which is an AIF for the purposes of the AIFM Directive). The AIFM has also been appointed to provide to the Company administration, company secretarial and ancillary services. As at 30 June 2015, the AIFM had total funds under management as an alternative investment fund manager of approximately £2.1 billion and total funds under management in respect of providing management, administration and company secretarial services to clients that have not appointed Frostrow Capital LLP as their AIFM of approximately £3.3 billion. The AIFM is authorised and regulated by the FCA and, as such, is subject to its rules in the conduct of its investment business. The AIFM complies with the requirements of the AIFM Directive with respect to cover for professional negligence liabilities through a professional indemnity insurance policy.

3. The Investment Principals

The portfolio management services for which the AIFM has overall responsibility will be carried out by the Investment Principals, being Ben Goldsmith and Alexander Vavalidis, who are members of Menhaden and have been seconded to the AIFM for the purpose of performing such activities. The Investment Principals will carry out day-to-day portfolio management activities relating to the Company and will identify and present investment opportunities to the Investment Committee for consideration.

The biographies of the Investment Principals undertaking the day-to-day portfolio management of the Company (whether as secondees to the AIFM or, subsequently, on behalf of Menhaden) are set out below.

Ben Goldsmith

Ben is the Chief Executive Officer of Menhaden. Before founding Menhaden with Alexander Vavalidis and Graham Thomas, Ben co-founded the WHEB group, one of Europe's leading energy and resource-focused fund investment businesses.

Ben is a director of Cavamont Holdings, the Goldsmith family's investment holding vehicle, and also chairs its Family Committee.

Ben also chairs the UK Conservative Environment Network, a group which has a preference for decentralised, market-orientated solutions to environmental and resource issues.

Alexander Vavalidis

Alexander is an investment manager at Menhaden. Before founding Menhaden with Ben Goldsmith and Graham Thomas, Alexander worked at Manzanita Capital, a private equity firm founded by the Fisher family

in London focusing on the prestige beauty industry. Before Manzanita Capital, Alexander worked in New York for the Financial Sponsors group at Credit Suisse and for the Illiquids group at Dresdner Kleinwort in London.

Alexander holds an MA in Natural Sciences from Oxford University and an MBA from Harvard Business School.

4. The Investment Committee

The Investment Committee will consist of the Investment Principals plus Graham Thomas, who will act as non-executive chairman of the Investment Committee and has committed to provide half a day a week to his role. The Investment Committee (whether as a function of the AIFM or, subsequently, of Menhaden) will typically meet weekly and will consider the investment opportunities presented by the Investment Principals and will resolve on any investment and divestment decisions. The Investment Committee will also closely review and monitor the portfolio management activities delegated to the Listed Equity Portfolio Manager in accordance with the terms of the Listed Equity Portfolio Management Agreement and will also have the ability to adjust any allocation of capital made to the Listed Equity Portfolio Manager at its discretion.

All Investment Committee approvals, disapprovals, votes, determinations and other actions require the unanimous consent of all members of the Investment Committee entitled to vote at an Investment Committee meeting, subject to situations whereby potential conflicts of interest may arise. In such circumstances (as further described below), the member of the Investment Committee having a material interest, economic or otherwise, in an existing or potential investee company, will (unless otherwise agreed with the Company) to the fullest extent practicable, excuse himself from any portfolio management decision relating to that company.

Members of the Investment Committee will not be paid any compensation by the Company.

The biography of Graham Thomas, the non-executive chairman of the Investment Committee, is set out below.

Graham Thomas

Graham Thomas is the non-executive chairman of the investment committee of Menhaden. Before founding Menhaden with Ben Goldsmith and Alexander Vavalidis, Graham chaired RIT Capital Partners plc's Executive Committee, was a member of its investment committee and had direct responsibility for its private investments. Prior to his roles with RIT Capital Partners plc, Graham was the head of the Standard Bank Group's US\$3 billion Principal Investment Management division, which was established in 2008 under his leadership. He joined Standard Bank from MidOcean Partners in London, where he was a founding partner. Before joining DB Capital Partners (MidOcean Partners' predecessor) in 2001, he was an Executive Director in the Investment Banking Division of Goldman Sachs & Co, having joined Goldman Sachs in 1993. Graham is currently a non-executive director of Tamar Energy Limited (an alternative energy company in which RIT Capital Partners is a major investor) and Lesmoir-Gordon, Boyle & Co, and is on the investment committee of Apis Partners, a private equity firm.

Graham is a Rhodes Scholar, and received a Bachelor of Commerce degree, with distinction, from the University of Cape Town, a Bachelor of Commerce (Honours) Degree and Post Graduate Diploma in Accounting from the University of Cape Town, and an MA from Brasenose College, Oxford University.

5. Menhaden and the initial secondment arrangements

The Menhaden Team has been seconded to the AIFM by Menhaden to carry out the day-to-day portfolio management activities relating to the Company and to enable Graham Thomas to act as non-executive chairman of the Investment Committee.

Menhaden is a limited liability partnership incorporated on 26 June 2015, having its registered office at 16 Old Bailey, London EC4M 7EG and registered in England and Wales under number OC400571. Each member of the Menhaden Team is a member of Menhaden. Once Menhaden becomes authorised by the FCA to perform

portfolio management activities in its own capacity, it is expected that the secondment of the Menhaden Team to the AIFM will end and the AIFM will delegate the Company's day-to-day portfolio management activities to Menhaden by way of a portfolio management agreement. The Menhaden Team would then continue to manage the Company's Portfolio in their respective capacities as members of Menhaden. There is currently no intention for Menhaden to seek authorisation to become the Company's AIFM.

The Company is not party to the Secondment Agreement pursuant to which the Menhaden Team have been seconded to the AIFM. The Company has, however, ensured that the Secondment Agreement requires the Investment Principals to devote such time and resources as are required for the AIFM to meet the service standard provided for in the AIFM Agreement. The summary of the AIFM Agreement in section 8.2 of Part VII of this Prospectus describes this requirement and the service standard in more detail.

In addition to requiring that the Secondment Agreement (and any subsequent delegation agreement between the AIFM and Menhaden pursuant to which Menhaden might provide portfolio management services following its authorisation) contains certain provisions such as that described above, the Company also has the right to terminate the appointment of the AIFM, with immediate effect, if the Secondment Agreement (or any subsequent delegation agreement between the AIFM and Menhaden) is terminated for any reason, if any material terms of the secondment are breached or any member of the Menhaden Team ceases to be a member of Menhaden. These termination rights are also more fully described in the summary of the AIFM Agreement in section 8.2 of Part VII of this Prospectus.

6. Strategic Advisory Group

The investment network, as explained in Part III of this Prospectus under the heading "Investment process", will be supplemented from time to time with advice received from the Strategic Advisory Group. The Strategic Advisory Group will not have a formal mandate or responsibilities, but will meet from time to time with the Menhaden Team to discuss the macroeconomic environment, factors affecting the broad investment theme of the Company, market conditions and Portfolio construction.

The Strategic Advisory Group will initially comprise: Constantine Papadimitriou (CEO of General Oriental, the manager of the Goldsmith family vehicle, Cavamont), Micky Breuer-Weil (Co-Founder of Marylebone Partners, and previously Investment Director of RIT Capital Partners plc), Chad Pike (Vice Chairman of Europe for the BlackStone Group L.P.), together with such other persons as may be included in the Strategic Advisory Group from time to time.

There will be no specific eligibility requirements for membership of the Strategic Advisory Group, but the members may include senior representatives of certain investment managers into whose funds the Company invests. In such cases, the relevant members will be asked not to participate in discussions regarding investments in relation to which he or she may have a conflict of interest.

Members of the Strategic Advisory Group will not be paid any compensation by the Company.

7. The listed equity portfolio management arrangements

The AIFM will allocate a portion of the Portfolio to be managed by WHEB Asset Management LLP in accordance with the terms of the Listed Equity Portfolio Management Agreement (further details of which are set out in section 8.4 of Part VII of this Prospectus).

WHEB Asset Management LLP has been operating for over 6 years and currently manages the FP WHEB Sustainability Fund. WHEB Asset Management LLP is a team of six comprising five investment professionals.

When managing the FP WHEB Sustainability Fund, the Listed Equity Portfolio Manager has built a portfolio focused on companies that offer solutions to sustainability challenges that has outperformed the MSCI World Index since the current strategy was implemented as illustrated by the table below.¹⁰

¹⁰ The information contained herein are intended to be illustrative only and are not designed to be indicative, or predict the future performance, of the Listed Equity Portfolio Manager or its eventual investment approach or envisaged portfolio, which may be materially different.

Listed Equity Portfolio Manager track record¹¹

	<i>12 months¹²</i>	<i>Since 30/04/2012¹³</i>
MSCI World Total Return (Gross)	16.20%	56.10%
Listed Equity Portfolio Manager (Gross)	22.10%	62.80%

An example of a position in the Listed Equity Portfolio Manager's current top ten holdings¹⁴ in the FP WHEB Sustainability Fund includes A.O. Smith Corporation which is a leading manufacturer of energy efficient residential and commercial water heating equipment. A.O. Smith is the largest manufacturer and marketer of water heaters in North America (61 per cent. of its revenue in 2014) and China (29 per cent. of its revenue in 2014).

When performing its obligations under the Listed Portfolio Management Agreement, the Listed Equity Portfolio Manager will focus on companies that offer solutions to sustainability challenges within its environmental theme definition to build a conviction-driven portfolio of approximately 15 long only, global mid/large-cap companies.

8. Company secretary

Frostrow Capital LLP has been appointed as company secretary of the Company pursuant to the AIFM Agreement (further details of which are set out in section 8.2 of Part VII of this Prospectus).

9. Depositary and Custodian

J.P. Morgan Europe Limited has been appointed as the depositary of the Company pursuant to the Depositary Agreement with the Company and the AIFM, further details of which are set out in section 8.5 of Part VII of this Prospectus. As depositary of the Company it will perform those duties prescribed under the AIFM Directive. These include safekeeping of the Company's assets, cash monitoring and oversight. The Depositary has delegated the safekeeping functions to JPMorgan Chase Bank National Association, London branch which will serve as the Company's Custodian pursuant to a Global Custody Agreement, further details of which are set out in section 8.6 of Part VII.

10. Registrar

Capita Asset Services has been appointed as the Company's Registrar pursuant to the Registrar Services Agreement, further details of which are set out in section 8.8 of Part VII of this Prospectus. The Registrar will be responsible for the maintenance of the Company's register of members, dealing with routine correspondence and enquiries, and the performance of all the usual duties of a registrar in relation to the Company.

11. Auditor

The auditor to the Company is Grant Thornton UK LLP of 30 Finsbury Square, London EC2P 2YU. Grant Thornton UK LLP is independent of the Company and is registered to carry on audit work in the UK and Ireland by the Institute of Chartered Accountants in England and Wales.

The auditor's responsibility is to audit and express an opinion on the financial statements of the Company in accordance with applicable law and auditing standards. The annual report and accounts will be prepared according to UK GAAP.

11 The Listed Equity Portfolio Manager has been managing the FP WHEB Sustainability Fund in its current format and with the current strategy since 30/04/2012. Source: Bloomberg – MDWO Index. Gross of ongoing charges – Calculating by adding back ongoing charges (per the annual audited accounts) to the net returns (source: Bloomberg) on a monthly basis.

12 Period from 30 May 2014 to 29 May 2015.

13 Period from 30 April 2012 to 29 May 2015.

14 As at 29 May 2015, the Listed Equity Portfolio Manager's top ten holdings FP WHEB Sustainability Fund included the following companies: Mettler-Toledo, Mednax Inc., Fresenius Medical Care, Roper Industries, Wabtec, A.O. Smith Corp., Danaher Corp., Acuity Brands, Rockwell Automation, and Ecolab.

12. Fees and expenses

Formation and initial expenses

The formation and initial expenses of the Company are those that are necessary for the incorporation of the Company, Admission and the Issue. The costs and expenses of the Issue will be borne by the Company in full. These expenses (including commission and expenses payable under the Sponsor and Placing Agreement, registration, listing and admission fees, printing, advertising and distribution costs and professional advisory fees, including legal fees, and any other applicable expenses) are not expected to exceed £1,875,000, representing approximately 2.34 per cent. of the Gross Proceeds, assuming Gross Proceeds of £80 million are raised. On Admission, on the same assumption, the opening NAV is therefore expected to be 97.66 pence and the Net Proceeds £78,125,000. These expenses will be written off to capital in the Company's first accounting period.

Due to the fact that some of the formation and initial expenses of the Company represent a fixed cost, the proportion that they represent of Gross Proceeds will decline the greater the value of the Gross Proceeds.

Ongoing expenses of the Company

The Company will also incur ongoing expenses, which are expected initially to be approximately 2.1 per cent. of its Net Asset Value annually (assuming that following Admission the Company will have an initial Net Asset Value of £78,125,000 and no borrowings).

Ongoing expenses borne by the Company include, but are not limited to, the fees of the Directors, the AIFM (including the Portfolio Management Fee described in section 8.2.2 of Part VII of this Prospectus and the AIFM Fee described in section 8.2.8 of Part VII of this Prospectus, but excluding any Performance Fee that may become payable to the AIFM as described in section 8.2.3 of Part VII of this Prospectus), the Registrar, the Depositary, the Custodian and the Auditor, as well as general operational expenses.

Foreseeable fees and expenses (as set out in detail below) have been included in the above estimation. Some expenses are, however, either irregular or calculated using formulae that contain variable components. This makes them difficult to know in advance or to estimate. These expenses have been excluded from the above estimation. For this reason, the maximum amount of fees, charges and expenses that Shareholders will bear in relation to their investment in the Company cannot be determined in advance.

The ongoing expenses factored into the above estimation include the following:

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. The Directors' current level of remuneration is £25,000 per annum for each Director other than the Chairman, who receives an additional £25,000 per annum, and members of the Audit Committee, who receive an additional £15,000 per annum.

All of the Directors will also be entitled to be paid all reasonable expenses properly incurred by them in connection with the performance of their duties. These expenses will include those associated with attending general meetings, Board or committee meetings and legal fees. The Board may determine that additional remuneration may be paid, from time to time, to any one or more Directors in the event such Director or Directors are requested by the Board to perform extra or special services on behalf of the Company.

Portfolio Management Fee

Under the terms of the AIFM Agreement and with effect from Admission, the AIFM will be entitled to a Portfolio Management Fee (as described in section 8.2.2 of Part VII of this Prospectus) together with reimbursement of reasonable expenses incurred by it in respect of its services provided under the AIFM Agreement. This Portfolio Management Fee will be payable monthly in arrear and calculated on the last Business Day of each calendar month as follows:

- (a) an amount equal to one twelfth of 1.25 per cent. of the Net Asset Value on such date up to £150 million; and

- (b) in addition to the amount in (a) above, an amount equal to one twelfth of 1 per cent. per calendar month of the Company's Net Asset Value on such date which is in excess of £150 million (if any).

The fees and expenses of the Listed Equity Portfolio Manager will be paid by Menhaden out of the Portfolio Management Fee which has been assigned to it pursuant to the Deed of Assignment.

In accordance with the Directors' policy on the allocation of expenses between income and capital, in each financial year, 80 per cent. of the Portfolio Management Fee payable is expected to be charged to capital and the remaining 20 per cent. to income.

The AIFM has assigned to Menhaden the right to receive the Portfolio Management Fee and Performance Fee (described below) and all claims in respect of the same pursuant to a Deed of Assignment, further details of which are set out in section 8.3 of Part VII of this Prospectus.

AIFM Fee

The AIFM will also be entitled to be paid by the Company a monthly fee, payable in arrear, for management, administration and company secretarial services as follows:

- (a) an amount equal to one twelfth of 22.5 basis points of the Net Asset Value on such date up to £150 million;
- (b) in addition to the amount in (a) above, an amount equal to one twelfth of 20 basis points of the Net Asset Value on such date which is in excess of £150 million but does not exceed £500 million (if any); and
- (c) in addition to the amounts in (a) and (b) above, an amount equal to one twelfth of 17.5 basis points of the Net Asset Value on such date which is in excess of £500 million (if any).

In accordance with the Directors' policy on the allocation of expenses between income and capital, in each financial year, 80 per cent. of the AIFM Fee payable is expected to be charged to capital and the remaining 20 per cent. to income.

Registrar

Under the terms of the Registrar Services Agreement, the Registrar is entitled to an annual maintenance fee of £2.00 per Shareholder account per annum, subject to a minimum charge of £3,750 per annum. The Registrar is also entitled to activity fees under the Registrar Services Agreement.

Depositary

The Depositary is entitled to receive an annual fee of the higher of £40,000 or 1.75 basis points of the Net Asset Value up to £150 million, 1.50 basis points of the Net Asset Value in excess of £150 million up to £300 million, 1.00 basis points of the Net Asset Value in excess of £300 million up to £500 million and 0.5 basis points of the Net Asset Value in excess of £500 million. In addition, the Depositary will be entitled to a variable custody fee which will depend on the type and location of the assets of the Company.

Other operational expenses

Other ongoing operational expenses that will be borne by the Company include the auditor's fees, corporate broker fees, legal fees, listing fees of the UKLA, fees of the London Stock Exchange and the ICAP Securities & Derivatives Exchange, fees for public relations services, D&O insurance premiums, printing costs and fees for website maintenance.

Certain out of pocket expenses of the AIFM, the Registrar, Depositary, Custodian and other service providers as well as the Directors may also be borne by the Company.

Performance fee

The AIFM may also become entitled to a Performance Fee) which has not been included in the ongoing expenses estimate above. The Performance Fee will be calculated on the following basis. In respect of a

given Performance Period, a Performance Fee shall be calculated and payable to the AIFM equal to 10 per cent. of any amount by which the Reference Amount at the end of the Performance Period exceeds the higher of (a) the Hurdle and (b) the High Watermark, provided that in no Performance Period shall the amount of Performance Fee payable exceed the Performance Fee Cap.

For the purposes of calculating the Performance Fee:

- (a) the “**Reference Amount**” means, in respect of a given Performance Period, the Net Asset Value on the last Business Day of that Performance Period. For the purposes of the Reference Amount, the Net Asset Value shall be calculated in Sterling, in accordance with the valuation basis used to calculate the Net Asset Value per Share of the Company from time to time, as at the close of business on the last Business Day of the Performance Period, adjusted so as to:
 - (i) include the gross amount of all dividends paid in respect of such Performance Period (and where such dividend is paid in a currency other than Sterling such dividend will be recognised at the mid spot exchange rate as at 11.00 a.m. on the last Business Day of the Performance Period) and any undistributed net revenue in respect of such Performance Period not otherwise taken into account for the purposes of calculating such Net Asset Value;
 - (ii) not take account of any accrual made in respect of the Performance Fee itself for that Performance Period;
 - (iii) deduct from such Net Asset Value any amounts representing profits made by the Company, and adding to such Net Asset Value an amount equivalent to any losses made by the Company, attributable to any foreign currency hedging activities undertaken for the purpose of hedging the Company’s currency exposures;
 - (iv) take into account any adjustment to the Net Asset Value deemed necessary by the Company’s auditors to reflect any material change in the Company’s assets or liabilities that the auditors may require to be made to the Company’s accounting records in the course of its statutory audit, provided that the end of the Performance Period is contemporaneous with any financial period of the Company which is subject to statutory audit; and
 - (v) remove the effect of any premium at which Shares have been issued by the Company during that Performance Period or any discount at which Shares have been repurchased or redeemed by the Company during that Performance Period;
- (b) the “**Hurdle**” means the sum of:
 - (i) the Gross Proceeds increased on a daily basis from the date of Admission at a rate equivalent to 5 per cent. per annum, compounded annually on the last day of each accounting period within the Performance Period, and
 - (ii) the gross proceeds of each subsequent issue of Shares increased on a daily basis from the date of the relevant issue at a rate equivalent to 5 per cent. per annum, compounded annually on the last day of each accounting period within the Performance Period,
 - (iii) less the amount of hurdle that would have attached to any Shares that have been repurchased or redeemed by the Company;
- (c) the “**High Watermark**” means the higher of (i) the highest Reference Amount in respect of any Performance Period in respect of which a Performance Fee is paid (subject to the Performance Fee Cap) before the relevant Performance Period; and (ii) the Gross Proceeds;
- (d) the first “**Performance Period**” is the period from Admission to the end of the Company’s third accounting period and each subsequent Performance Period begins immediately after the end of the previous Performance Period and ends at the end of the Company’s third accounting period thereafter. In circumstances where the AIFM Agreement is terminated, the Termination Date shall be deemed to

be the end of the then current Performance Period. The Hurdle will be adjusted pro rata in respect of any part Performance Period; and

- (e) the “**Performance Fee Cap**” for any Performance Period shall be an amount equal to the aggregate of
- (i) 1.5 per cent. of the weighted average Net Asset Value for the first year (or part year, as applicable) of the Performance Period;
 - (ii) 1.5 per cent. of the weighted average Net Asset Value for the second year (or part year, as applicable) of the Performance Period; and
 - (iii) 1.5 per cent. of the weighted average Net Asset Value for the third year (or part year, as applicable) of the Performance Period,

such Net Asset Values being adjusted in each case in accordance with the provisions of paragraph (a) above. If, in any Performance Period, the Performance Fee payable (including any excess amount carried forward from the previous Performance Period) is capped at the Performance Fee Cap, to the extent that the relevant Reference Amount would otherwise have become the High Watermark it shall be adjusted such that the High Watermark is consistent with the actual Performance Fee paid in respect of that Performance Period.

Acquisition expenses

Acquisition expenses will be incurred by the Company or, to a lesser extent, the AIFM on behalf of the Company in connection with the acquisition of its investments. Such costs will include legal and due diligence costs, but may also include fees paid to third party investment advisers in connection with the sourcing of investments. The amount of expenses will depend on the particular investment opportunity and other factors. Consequently no meaningful estimate can be made as to their extent. These expenses have not been included in the ongoing expenses estimate provided above.

13. Potential conflicts of interest

Directors

In relation to transactions in which a Director is interested the Articles provide that, as long as the Director discloses to the Board the nature and extent of any material interest, a Director may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested and may be a director or other officer of, or employed by, or a party to any transaction with, any body corporate in which the Company is interested and shall not, by reason of their office, be accountable to the Company for any benefit they derive from any such office, employment, transaction or arrangement and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit.

AIFM

The AIFM and its officers and employees may from time to time act for other clients or manage other funds which may have a similar investment objective and policy to that of the Company. Circumstances may arise where investment opportunities will be available to the Company and which are also suitable for one or more such clients of the AIFM or such other funds. The Directors have satisfied themselves that the AIFM has procedures in place to address confidentiality and potential conflicts of interest and that, where a conflict arises, the AIFM will allocate the opportunity on a fair basis and in accordance with its conflict of interest policy.

Pursuant to the AIFM Agreement, the AIFM has agreed to ensure that the Secondment Agreement (and any delegation contract with Menhaden that may succeed it) contains an obligation on Menhaden to ensure that neither of the Investment Principals nor Menhaden itself will raise, provide investment advice to or manage any additional investment fund until 80 per cent. of the Net Proceeds are invested, without the prior written consent of the Company. Once 80 per cent. of the Net Proceeds are invested, the Investment Principals and Menhaden may raise, provide investment advice to or manage additional investment funds provided that no such additional investment fund in respect of which such mandate is sought has an investment policy that is substantially similar to that of the Company (such that no conflict of interests as to allocation of investment opportunities can reasonably be considered likely to occur) unless the Board has given its prior written consent (such consent not to be unreasonably delayed or withheld but which maybe on such terms as the Board might specify, acting reasonably, as regards the allocation of investment opportunities). Given the nature of his role, the above restrictions do not apply to Graham Thomas.

Menhaden Team

Ben Goldsmith is a member of WHEB LLP, the majority member of the Listed Equity Portfolio Manager. In addition, Ben holds a minority membership interest in WHEB Capital Partners LLP, the investment manager of the Seed Assets. Ben also has a carried interest participation in each of the WHEB Funds and may benefit from any further contributions or commitments made by the Company in those or External Funds managed by WHEB Capital Partners LLP or its Affiliates.

In the event that a member of the Investment Committee has a material interest, economic or otherwise, in an existing or potential investee company, the relevant member will (unless otherwise agreed with the Company), to the fullest extent practicable, excuse himself from any portfolio management decision relating to that company.

14. Takeover Code

The Takeover Code will apply to the Company as at Admission.

15. Corporate governance

The Board has considered the principles and recommendations of the AIC Code by reference to the AIC Guide. The AIC Code, as explained by the AIC Guide, addresses all the principles set out in the UK Corporate Governance Code, as well as setting out additional principles and recommendations on issues that are of specific relevance to the Company.

The Board considers that reporting against the principles and recommendations of the AIC Code, and by reference to the AIC Guide (which incorporates the UK Corporate Governance Code), will provide better information to Shareholders.

As a recently incorporated company, the Company does not comply with the UK Corporate Governance Code or the principles of good governance contained in the AIC Code (which complements the UK Corporate Governance Code and provides a framework of best practice for listed investment companies) but, the Company intends to join the AIC prior to Admission and arrangements have been put in place so that, with effect from Admission, the Company will comply with the AIC Code and will voluntarily comply with the UK Corporate Governance Code in accordance with the AIC Code.

The UK Corporate Governance Code includes provisions relating to: (i) having a senior independent director; (ii) the role of the chief executive; (iii) executive directors' remuneration; (iv) appointing the directors for a term of six years; (v) a nomination committee; and (vi) an internal audit function. For the reasons set out in the AIC Guide, and as explained in the UK Corporate Governance Code, the Board considers these provisions are not relevant to the position of the Company, being an externally managed investment company and will accordingly not comply with them.

16. Audit Committee

The Company's Audit Committee will be chaired by Howard Pearce and consists of Howard Pearce, Emma Howard Boyd and Duncan Budge. The Audit Committee will meet at least twice a year. The Board considers that the members of the Audit Committee have the requisite skills and experience to fulfil the responsibilities of the Audit Committee. The Audit Committee examines the effectiveness of the Company's control systems. It will review the half-yearly and annual reports of the Company and also receive information from the AIFM. The Audit Committee will review the scope, results, cost effectiveness, independence and objectivity of the external auditor. It will also review the valuations of all unlisted investments, and recommend these to the Board for approval.

17. Management Engagement Committee

The Company has established a Management Engagement Committee which will be chaired by Sir Ian Cheshire and consist of all the Directors. The Management Engagement Committee will meet at least once a year or more often if required. Its principal duties will be to consider the continued appointment of the AIFM and it will annually review that appointment.

18. Directors' share dealings

The Directors will comply with the Model Code for directors' dealings contained in the Listing Rules in relation to their dealings in Ordinary Shares. The Board will be responsible for taking all proper and reasonable steps to ensure compliance with the Model Code by the Directors.

PART V

ISSUE ARRANGEMENTS

1. Introduction

The Company may issue up to 150 Ordinary Shares through the Placing and the Offer at an Issue Price of 100 pence per Ordinary Share. This maximum Issue size should not be taken as an indication of the number of Ordinary Shares to be issued. In this Prospectus, the Placing and the Offer are together referred to as the Issue. The Issue is conditional, inter alia, on the Gross Proceeds being at least £80 million. The Issue is not being underwritten.

The aggregate Net Proceeds of the Issue, after deduction of expenses, are not known but are expected to be approximately £78,125,000 on the assumption that Gross Proceeds are £80 million.

If the timetable for the Placing and the Offer is extended, the revised timetable will be notified through a Regulatory Information Service.

As of the date of this Prospectus, the Directors have received from potential investors confirmations of intentions to subscribe for Ordinary Shares representing an aggregate value of approximately £80 million at the Issue Price.

It is expected that the results of the Issue will be notified through a Regulatory Information Service on 29 July 2015.

The Issue is conditional, inter alia, on:

- (i) the Sponsor and Placing Agreement becoming wholly unconditional (save as to Admission) and not having been terminated in accordance with its terms prior to Admission;
- (ii) Admission occurring by 8.00 a.m. on 31 July 2015 (or such later date, not being later than 1 September 2015, as the Company and Numis may agree); and
- (iii) the Gross Proceeds being at least £80 million.

2. The Placing

The Company, the AIFM, Menhaden, the Directors and Numis have entered into the Sponsor and Placing Agreement pursuant to which Numis has agreed, as agent for the Company, to use its reasonable endeavours to procure subscribers for the Ordinary Shares under the Placing at an Issue Price.

Details of the Sponsor and Placing Agreement are set out in section 8.1 of Part VII of this Prospectus.

The terms and conditions which will apply to any placee for Ordinary Shares procured by Numis pursuant to the Placing are contained in Part VII of this Prospectus.

The latest time and date for receipt of placing commitments under the Placing is 11.00 a.m. on 28 July 2015.

3. The Offer

The Ordinary Shares are being made available under the Offer at an Issue Price of 100 pence each, subject to the terms and conditions of application under the Offer set out in Part IX of this Prospectus. These terms and conditions, and the Application Form, including the section entitled “Notes on how to complete the Application Form for the Offer”, set out at Appendix 1 to this Prospectus should be read carefully before an application is made. The Offer is expected to close at 11.00 a.m. on 28 July 2015.

Applications under the Offer must be for Ordinary Shares with a minimum subscription amount of £1,000 and thereafter in multiples of £100.

Completed Application Forms, accompanied by a cheque or banker's draft as appropriate, must be posted or delivered by hand (during normal business hours) to the Receiving Agent, Capita Asset Services, so as to be received as soon as possible and, in any event, by no later than 11.00 a.m. on 28 July 2015.

The Offer is being made only to the public in the United Kingdom and applications for Shares under the Offer will only be accepted from United Kingdom residents unless the Company (in its absolute discretion) determines that applications may be accepted from non-United Kingdom residents without compliance by the Company with any material regulatory, filing or other requirements or restrictions.

4. Revocation of Issue

The Issue may be revoked by the Company if Admission does not occur by 8.00 a.m. on 31 July 2015 (or such later date as the Company and Numis may agree, being in any event not later than 1 September 2015) or, if earlier, on the date on which the Placing and/or Offer ceases to be capable of becoming unconditional. Any such revocation will be announced by the Company through a Regulatory Information Service as soon as practicable after the Company and Numis have decided to revoke the Issue.

5. Scaling back

In the event that aggregate applications for Ordinary Shares under the Issue were to exceed a value of £150 million, it would be necessary to scale back applications under the Issue. Numis reserves the right, in its sole discretion, but after consultation with the Company, to scale back applications under the Offer and placing commitments under the Placing in such amounts as it considers appropriate. Accordingly, applicants for Ordinary Shares may, in certain circumstances, not be allotted the number of Ordinary Shares for which they have applied. The Offer will not be subject to scaling back in favour of the Placing.

The Company will notify investors of the number of Ordinary Shares in respect of which their application and/or placing commitment has been successful and the results of the Issue will be announced by the Company on or around 29 July 2015 via an RIS announcement.

Subscription monies received in respect of unsuccessful applications (or to the extent scaled back) will be returned without interest at the risk of the applicant to the bank account from which the money was received.

6. Admission

Admission is expected to take place at 8.00 a.m. on 31 July 2015 at which time the Ordinary Shares would be admitted to CREST. Where applicable, definitive share certificates in respect of the Ordinary Shares are expected to be despatched by post at the risk of the recipients, to the relevant holders, in the week beginning 3 August 2015. The Ordinary Shares are in registered form and can also be held in uncertificated form. Prior to the despatch of definitive share certificates in respect of any Ordinary Shares which are held in certificated form, transfers of those Ordinary Shares will be certified against the Register. No temporary documents of title will be issued.

7. CREST

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

An investor applying for Ordinary Shares in the Issue may elect to receive Ordinary Shares in uncertificated form if such investor is a system-member (as defined in the CREST Regulations) in relation to CREST. CREST is a voluntary system and Shareholders who wish to receive and retain share certificates will be able to do so.

8. Use of proceeds

The Directors intend to use the Net Proceeds of the Issue, after costs and expenses and after providing for the Company's operational expenses, to acquire the Seed Assets, and to acquire further investments in accordance with the Company's investment objective and policy. The Issue is being made in order to provide investors with the opportunity to invest in a diversified portfolio of investments (as described in such investment objective and policy) through the medium of an investment trust.

9. Legal implications of the contractual relationship entered into for the purpose of investment

The Company is a company limited by shares, incorporated in England and Wales. While investors acquire an interest in the Company on subscribing for or purchasing Ordinary Shares, the Company is the sole legal and/or beneficial owner of its investments. Consequently, Shareholders have no direct legal or beneficial interest in those investments. The liability of Shareholders for the debts and other obligations of the Company is limited to the amount unpaid, if any, on the Ordinary Shares held by them. Shareholders' rights in respect of their investment in the Company are governed by the Articles and the Act. Under English law, the following types of claim may in certain circumstances be brought against a company by its shareholders: contractual claims under its articles of association; claims in misrepresentation in respect of statements made in its prospectus and other marketing documents; unfair prejudice claims; and derivative actions. In the event that a Shareholder considers that it may have a claim against the Company in connection with such investment in the Company, such Shareholder should consult their own legal advisers.

Jurisdiction and applicable law

As noted above, Shareholders' rights are governed principally by the Articles and the Act. By subscribing for Ordinary Shares under the Issue, investors agree to be bound the Articles which are governed by, and construed in accordance with, the laws of England and Wales.

Recognition and enforcement of foreign judgments

Regulation (EC) 593/2008 ("**Rome I**") must be applied in all member states of the European Union (other than Denmark). Accordingly, where a matter comes before the courts of a relevant member state, the choice of a governing law in any given agreement is subject to the provisions of Rome I. Under Rome I, the member state's courts may apply any rule of that member state's own law which is mandatory irrespective of the governing law and may refuse to apply a rule of governing law if it is manifestly incompatible with the public policy of that member state. Further, where all other elements relevant to the situation at the time of the choice are located in a country other than the country whose law has been chosen, the choice of the parties shall not prejudice the application of provisions of the law of that other country which cannot be derogated from by agreement. Shareholders should note that there are a number of legal instruments providing for the recognition and enforcement of foreign judgments in England. Depending on the nature and jurisdiction of the original judgment, Council Regulation (EC) No 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, Regulation (EC) No 805/2004 of the European Parliament and of the Council of 21 April 2004 creating a European Enforcement Order for uncontested claims, the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters done at Lugano on 30 October 2007, the Administration of Justice Act 1920 and the Foreign Judgments (Reciprocal Enforcement) Act 1933 may apply. There are no legal instruments providing for the recognition and enforcement of judgments obtained in jurisdictions outside those covered by the instruments listed above, although such judgments might be enforceable at common law.

10. Overseas Persons and Restricted Territories

The attention of potential investors who are not resident in, or who are not citizens of, the UK is drawn to the sections below.

The offer of Ordinary Shares under the Issue to Overseas Persons may be affected by the laws of other relevant jurisdictions. Such persons should consult their professional advisers as to whether they require any government or other consents or need to observe any applicable legal requirements to enable them to acquire Ordinary Shares under the Issue. It is the responsibility of all Overseas Persons receiving this Prospectus and/or wishing to subscribe for Ordinary Shares under the Issue to satisfy themselves as to full observance

of the laws of the relevant territory in connection therewith, including obtaining all necessary governmental or other consents that may be required and observing all other formalities needing to be observed and paying any issue, transfer or other taxes due in such territory.

In particular, none of the Ordinary Shares have been or will be registered under the laws of any Restricted Territory. Accordingly, the Ordinary Shares may not be offered, sold, issued or delivered, directly or indirectly, within any Restricted Territory unless an exemption from any registration requirement is available.

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

Persons (including, without limitation, nominees and trustees) receiving this Prospectus should not distribute or send it to any US Person or in or into the United States or any other jurisdiction where to do so would or might contravene local securities laws or regulations. In particular, investors should note that the Company has not, and does not intend to be, and may not be able to be, registered under the Investment Company Act and the offer, issue and sale of the Ordinary Shares have not been, and will not be, registered under the Securities Act or with any securities regulatory authority of any State, territory or other jurisdiction of the United States. Accordingly, subject to certain exceptions, the Ordinary Shares are only being offered and sold outside the United States to persons who are not US Persons in reliance on the exemption from registration provided by Regulation S and may not be offered, sold, renounced, pledged or otherwise transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, any US Person.

Investors should additionally consider the provisions set out under the heading “Important Notices” on page 37 of this Prospectus.

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

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

11. United States transfer restrictions

The Company has elected to impose the restrictions described below on the future trading of the Ordinary Shares so that the Company will not be required to register the Ordinary Shares under the Securities Act, so that the Company will not have an obligation to register as an “investment company” under the Investment Company Act and related rules and to address certain ERISA, US Tax Code and other considerations. These transfer restrictions, which will remain in effect until the Company determines in its sole discretion to remove them, may adversely affect the ability of Shareholders to trade in the Ordinary Shares. The Company and its agents will not be obliged to recognise any resale or other transfer of the Ordinary Shares made other than in compliance with the restrictions described below.

The Ordinary Shares have not been, and will not be, registered under the Securities Act or with any securities regulatory authority of any State, territory or other jurisdiction of the United States. Accordingly, investors may not reoffer, resell, pledge or otherwise transfer or deliver the Ordinary Shares, directly or indirectly, within the United States, or to, or for the account or benefit of, any US Person.

Each acquirer of the Ordinary Shares pursuant to the Issue and each subsequent transferee, by acquiring Ordinary Shares or a beneficial interest therein, will be deemed to have represented, warranted, undertaken, agreed and acknowledged that if in the future it decides to offer, sell, transfer, assign, pledge or otherwise dispose of the Ordinary Shares or any beneficial interest therein, it will do so only in (a) an “offshore transaction” complying with the provisions of Regulation S to a person outside the United States and not known by the transferor to be a US Person, by prearrangement or otherwise, or (ii) to the Company or a subsidiary thereof.

If any Ordinary Shares offered and sold pursuant to Regulation S are issued in certificated form, then such certificates evidencing ownership will contain a legend substantially to the following effect unless otherwise determined by the Company in accordance with applicable law:

“MENHADEN CAPITAL PLC (THE “COMPANY”) HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940 (THE “U.S. INVESTMENT COMPANY ACT”). IN ADDITION, THE SECURITIES OF THE COMPANY REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE “U.S. SECURITIES ACT”), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. ACCORDINGLY, THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED, EXERCISED OR OTHERWISE TRANSFERRED EXCEPT IN AN OFFSHORE TRANSACTION COMPLYING WITH THE PROVISIONS OF REGULATION S UNDER THE U.S. SECURITIES ACT TO A PERSON OUTSIDE THE UNITED STATES AND NOT KNOWN BY THE TRANSFEROR TO BE A U.S. PERSON, AND UNDER CIRCUMSTANCES WHICH WILL NOT REQUIRE THE COMPANY TO REGISTER WITH THE U.S. INVESTMENT COMPANY ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS.”

PART VI

TAXATION

UK TAXATION

1. Introduction

The following statements are based upon current UK tax law and what is understood to be the current practice of HMRC, both of which are subject to change, possibly with retrospective effect. The statements are intended only as a general guide and may not apply to certain Shareholders, such as dealers in securities, insurance companies, collective investment schemes or Shareholders who have (or are deemed to have) acquired their Ordinary Shares by virtue of an office or employment, who may be subject to special rules. They apply only to Shareholders resident for UK tax purposes in the UK (except in so far as express reference is made to the treatment of non-UK residents), who hold Ordinary Shares as an investment rather than trading stock and who are the absolute beneficial owners of those Ordinary Shares.

The information contained in this Prospectus relating to taxation matters is a summary of the taxation matters which the Directors consider should be brought to the attention of prospective investors and is based upon the law and published practice currently in force and is subject to changes therein (possibly with retrospective effect). All potential investors, and in particular those who are in any doubt about their tax position, or who are resident or otherwise subject to taxation in a jurisdiction outside the UK, should consult their own professional advisers on the potential tax consequences of subscribing for, purchasing, holding or selling Ordinary Shares under the laws of their country and/or state of citizenship, domicile or residence.

2. The Company

The Directors will apply to HMRC for approval as an investment trust company and to conduct the affairs of the Company so that it satisfies and continues to satisfy the conditions necessary for it to be eligible as an investment trust under Chapter 4 of Part 24 of the Corporation Tax Act 2010 and the Investment Trust (Approved Company) (Tax) Regulations 2011. However, neither the AIFM nor the Directors can guarantee that this approval will be obtained or eligibility maintained. One of the conditions for a company to qualify as an investment trust is that it is not a close company. The Directors consider that the Company should not be a close company immediately following Admission. In respect of each accounting period for which the Company continues to be approved by HMRC as an investment trust the Company will be exempt from UK taxation on its capital gains. The Company will, however, (subject to what follows) be liable to UK corporation tax on its income in the normal way. Income arising from overseas investments may be subject to foreign withholding taxes at varying rates, but double taxation relief may be available. The Company should in practice be exempt from UK corporation tax on dividend income received, provided that such dividends (whether from UK or non UK companies) fall within one of the “exempt classes” in Part 9A of the Corporation Tax Act 2009.

An investment trust approved under Chapter 4 of Part 24 of the Corporation Tax Act 2010, or one that intends to seek such approval, is able to elect to take advantage of modified UK tax treatment in respect of its “qualifying interest income” for an accounting period (referred to here as the “streaming” regime). The Company may, if it so chooses, designate as an “interest distribution” all or part of the amount it distributes to Shareholders as dividends, to the extent that it has “qualifying interest income” for the accounting period. Were the Company to designate any dividend it pays in this manner, it would be able to deduct such interest distributions from its income in calculating its taxable profit for the relevant accounting period. The Company does not intend to elect for the “streaming” regime to apply to any dividend payments it makes.

3. Shareholders

Taxation of chargeable gains

A disposal of Ordinary Shares (including a disposal on a winding-up of the Company) by a Shareholder who is resident in the UK for tax purposes or who is not so resident but carries on business in the United Kingdom through a branch agency or permanent establishment with which their investment in the Company is connected may give rise to a chargeable gain or an allowable loss for the purposes of UK taxation of chargeable gains or capital gains, depending on the Shareholder's circumstances and subject to any available exemption or relief.

Individual Shareholders have an annual exemption, such that capital gains tax is chargeable only on gains arising from all sources during the tax year in excess of this figure. The annual exemption is £11,100 for the tax year 2015 – 2016. For such individual Shareholders, capital gains tax chargeable will be at the current flat rate of 18 per cent. for basic rate taxpayers or 28 per cent. for higher or additional rate taxpayers.

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

Corporate Shareholders who are resident in the UK for tax purposes will generally be subject to corporation tax (the main rate of UK Corporation Tax is currently 20 per cent.) on chargeable gains arising on a disposal of their Ordinary Shares. The indexation allowance may reduce the amount of chargeable gain that is subject to corporation tax but may not create or increase any allowable loss.

Taxation of dividends

Non “interest distributions”

In the event that the Directors do not elect for the “streaming” regime to apply to any dividends paid by the Company, the following statements summarise the expected UK tax treatment for individual Shareholders who receive dividends from the Company. The following statements would also apply to any dividends not treated as “interest distributions” were the Directors to elect for the streaming regime to apply.

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

An individual Shareholder who is resident in the UK for tax purposes and who receives a dividend from the Company should generally be entitled to a notional tax credit which may be set off against the Shareholder's total income tax liability on the dividend. An individual UK resident Shareholder will be liable to income tax on the sum of the tax credit and the dividend (the “**gross dividend**”) which will be treated as the top slice of the individual's income for UK income tax purposes. The tax credit equals 10 per cent. of the gross dividend. The tax credit therefore also equals one-ninth of the cash dividend received.

A UK tax resident individual Shareholder who is liable to income tax at the current basic rate will be subject to tax on the dividend at the rate of 10 per cent. of the gross dividend. This means that the tax credit will satisfy in full such a Shareholder's liability to income tax on the dividend.

The rate of income tax applied to dividends received by a UK tax resident individual liable to income tax at the current higher rate will be 32.5 per cent. to the extent that such dividends, when treated as the top slice of the Shareholder's income, fall above the threshold for current higher rate income tax. In the case of such Shareholder's liability, the tax credit will be set against, but will not fully match, their tax liability on the gross dividend.

After taking account of the 10 per cent. tax credit, such Shareholder will have to account for additional tax equal to 22.5 per cent. of the gross dividend (which equals 25 per cent. of the cash dividend received) to the extent that it falls above the threshold for current higher rate income tax.

An additional rate of income tax applies for UK tax resident individuals with income in excess of £150,000. Such individuals pay 37.5 per cent. tax on dividends received, to the extent that dividends, when treated as the top slice of the Shareholder's income, fall above that threshold. After taking into account the 10 per cent. tax credit, such Shareholders will have an effective dividend tax rate of 30.6 per cent. of the cash dividend received.

There will be no repayment of all or part of the tax credit to an individual Shareholder whose liability to income tax on all or part of the gross dividend is less than the amount of the tax credit. This will include a Shareholder who holds Ordinary Shares through a New ISA.

As part of the Summer Budget 2015, the UK Government has announced that from April 2016 the dividend tax credit will be replaced by a new £5,000 tax-free dividend allowance. The dividend tax rates for any additional income above £5,000 will be set at 7.5 per cent. for basic rate taxpayers, 32.5 per cent. for higher rate taxpayers and 38.1 per cent. for additional rate taxpayers.

“Interest distributions”

Should the Directors elect to apply the “streaming” regime to any dividends paid by the Company, were the Company to designate any dividends paid as an “interest distribution”, a UK tax resident individual Shareholder in receipt of such a dividend would be treated as though they had received a payment of interest. Such a Shareholder would be subject to UK income tax at the current rates of 20 per cent., 40 per cent. or 45 per cent., depending on the level of the Shareholder’s income. Such distributions would be paid to the individual Shareholder after the deduction of 20 per cent. income tax.

Other Shareholders

UK tax resident taxpayers who are not liable to UK tax on dividends, including pension funds and charities, will not be entitled to claim a repayment of the tax credit attaching to dividends paid by the Company.

A corporate Shareholder who is tax resident in the UK or carries on a trade in the UK through a permanent establishment in connection with which its Ordinary Shares are held will be subject to UK corporation tax on the gross amount of any dividends paid by the Company, unless the dividend falls within one of the exempt classes set out in Part 9A of the Corporation Tax Act 2009. It is anticipated that dividends paid on the Ordinary Shares to UK tax resident corporate Shareholders would generally (subject to anti-avoidance rules) fall within one of those exempt classes, however, such Shareholders are advised to consult their independent professional tax advisers to determine whether such dividends will be subject to UK corporation tax. If, however, the Directors did elect for the “streaming” rules to apply, and such corporate Shareholders were to receive dividends designated by the Company as “interest distributions”, they would be subject to corporation tax on any such amounts received.

Non-UK tax resident Shareholders will not generally be able to claim repayment from HMRC of any part of the tax credit attaching to dividends paid by the Company. A Shareholder tax resident outside the UK may also be subject to foreign taxation on dividend income under local law.

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

4. Stamp duty and stamp duty reserve tax

Transfers on sale of Ordinary Shares will generally be subject to UK stamp duty at the rate of 0.5 per cent. (with a rounding up to the nearest £5) of the consideration given for the transfer. The purchaser normally pays the stamp duty.

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

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

The issue of Ordinary Shares pursuant to the Issue should not generally be subject to UK stamp duty or SDRT.

5. New ISAs, SIPPs and SSASs

Ordinary Shares acquired by a UK tax resident individual Shareholder in the Offer or on the secondary market (but not the Placing) should be eligible to be held in a stocks and shares New ISA, subject to applicable annual subscription limits (£15,240 in the tax year 2015 – 2016).

Investments held in New ISAs will be free of UK tax on both capital gains and income. The opportunity to invest in shares through a New ISA is restricted to certain UK tax resident individuals aged 18 or over. Sums received by a Shareholder on a disposal of Ordinary Shares would not count towards the Shareholder's annual limit; but a disposal of Ordinary Shares held in a New ISA will not serve to make available again any part of the annual subscription limit that has already been used by the Shareholder in that tax year.

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

Individuals wishing to invest in Ordinary Shares through a New ISA, SSAS or SIPP should contact their professional advisers regarding their eligibility.

US TAXATION

1. Introduction

The following summary is a general discussion of certain US federal income tax considerations to US Holders (as defined below) of acquiring, holding and disposing of the Ordinary Shares. The following summary applies only to US Holders that hold the Ordinary Shares as capital assets for US federal income tax purposes (generally, property held for investment). The discussion also does not address any aspect of US federal taxation other than US federal income taxation (such as the estate and gift tax). This summary does not address all tax considerations applicable to investors that own (directly or by attribution) 10 per cent. or more of the Company's voting stock, nor does this summary discuss all of the tax considerations that may be relevant to certain types of investors subject to special treatment under the US federal income tax laws (such as financial institutions, insurance companies, real estate investment trusts, regulated investment companies, investors liable for the alternative minimum tax or the net investment income tax, certain US expatriates, individual retirement accounts and other tax-deferred accounts, tax-exempt organizations, dealers in securities or currencies, securities traders that elect mark-to-market tax accounting, investors that will hold the Ordinary Shares as part of constructive sales, straddles, hedging, integrated or conversion transactions for US federal income tax purposes or investors whose "functional currency" is not the US dollar).

The following summary is based on the US Tax Code, US Treasury regulations thereunder, published rulings of the US Internal Revenue Service (the "IRS") and judicial and administrative interpretations thereof, in each case as available on the date of this Prospectus. Changes to any of the foregoing, or changes in how any of these authorities are interpreted, may affect the tax consequences set out below, possibly retroactively. No ruling will be sought from the IRS with respect to any statement or conclusion in this discussion, and there can be no assurance that the IRS will not challenge such statement or conclusion in the following discussion or, if challenged, a court will uphold such statement or conclusion.

For purposes of the following summary, a "US Holder" is a beneficial owner of an Ordinary Share that is for US federal income tax purposes: (i) a citizen or individual resident of the United States, (ii) a corporation or other entity treated as a corporation for US federal income tax purposes created or organized in or under the laws of the United States or any state thereof or the District of Columbia, (iii) an estate the income of which is subject to US federal income taxation regardless of its source, or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more US persons have the authority to control all substantial decisions of the trust, or the trust has validly elected to be treated as a domestic trust for US federal income tax purposes.

If an entity classified as a partnership for US federal income tax purposes holds the Ordinary Shares, the US federal income tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. A partnership considering an investment in the Ordinary Shares, and partners in such partnership, should consult their own tax advisers about the US federal income tax consequences of an investment in the Ordinary Shares.

The Company believes that it is, and expects that it will continue to be, a passive foreign investment company (a “PFIC”) for US federal income tax purposes. The Company’s status as a PFIC will subject US Holders of Ordinary Shares to adverse US federal income tax consequences. See “*Passive Foreign Investment Company Rules*” below.

Prospective purchasers of the Ordinary Shares should consult their own tax advisers with respect to the US federal, state, local and non-US tax consequences to them in their particular circumstances of acquiring, holding, and disposing of the Ordinary Shares.

THE SUMMARY OF US FEDERAL INCOME TAX CONSEQUENCES SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. ALL POTENTIAL INVESTORS SHOULD CONSULT THEIR TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF OWNING THE ORDINARY SHARES, INCLUDING THE APPLICABILITY AND EFFECT OF STATE, LOCAL, FOREIGN AND OTHER TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

2. Distributions on Shares

General

Subject to the discussion under the section “*Passive Foreign Investment Company Rules*” below, the gross amount of any distributions made with respect to the Ordinary Shares generally will be taxable to a US Holder as foreign source dividend income to the extent paid out of the Company’s current or accumulated earnings and profits (as determined under US federal income tax principles). Distributions in excess of current and accumulated earnings and profits will be treated as a non-taxable return of capital to the extent of the US Holder’s basis in the Ordinary Shares and thereafter as capital gain. The Company expects to maintain calculations of its earnings and profits in accordance with US federal income tax principles such that US Holders can determine whether distributions will be treated as dividends for US federal income tax purposes. Dividends paid by the Company will not be eligible for the dividends received deduction for dividends received by certain US corporate shareholders and will not be eligible for reduced rates of taxation for dividends received by non-corporate US Holders. US Holders should consult their own tax advisers with respect to the appropriate US federal income tax treatment of any distribution received from the Company.

Foreign Currency Dividends

Dividends paid in Sterling will be included in income in a US dollar amount calculated by reference to the exchange rate in effect on the day the dividends are received by the US Holder, regardless of whether Sterling is converted into US dollars at that time. If dividends received in Sterling are converted into US dollars on the day they are received, the US Holder generally will not be required to recognise foreign currency gain or loss in respect of the dividend income.

Potential investors should consult their tax advisers concerning the applicability of the foreign tax credit and source of income rules to dividends on the Ordinary Shares.

3. Sale, Exchange or Other Taxable Disposition of Shares

Subject to the discussion under the section “*Passive Foreign Investment Company Rules*” below, a US Holder generally will recognize US-source capital gain or loss upon the sale, exchange or other taxable disposition of the Ordinary Shares equal to the difference, if any, between the US dollar amount realized on the sale, exchange or other taxable disposition of the Ordinary Shares and the US Holder’s tax basis in the Ordinary Shares. Any such gain or loss will be long-term capital gain or loss if the Ordinary Shares have been held for more than one year. Certain non-corporate US Holders may be eligible for preferential rates of US federal income tax in respect of long-term capital gains. The deductibility of capital losses is subject to limitations.

A US Holder's tax basis in an Ordinary Share will generally be its U.S. dollar cost. The US dollar cost of an Ordinary Share purchased with Sterling will generally be the US dollar value of the purchase price on the date of purchase, or the settlement date for the purchase, in the case of Ordinary Shares traded on an established securities market, within the meaning of the applicable Treasury Regulations, that are purchased by a cash basis US Holder (or an accrual basis US Holder that so elects). Such an election by an accrual basis US Holder must be applied consistently from year to year and cannot be revoked without the consent of the IRS. The amount realised on a sale or other disposition of Ordinary Shares for an amount in Sterling will be the US dollar value of this amount on the date of sale or disposition. On the settlement date, the US Holder will recognise US source foreign currency gain or loss (taxable as ordinary income or loss) equal to the difference (if any) between the US dollar value of the amount received based on the exchange rates in effect on the date of sale or other disposition and the settlement date. However, in the case of Ordinary Shares traded on an established securities market that are sold by a cash basis US Holder (or an accrual basis US Holder that so elects), the amount realised will be based on the exchange rate in effect on the settlement date for the sale, and no exchange gain or loss will be recognised at that time.

4. Disposition of Foreign Currency

Foreign currency received on the sale or other disposition of an Ordinary Share will have a tax basis equal to its US dollar value on the settlement date. Foreign currency that is purchased will generally have a tax basis equal to the US dollar value of the foreign currency on the date of purchase. Any gain or loss recognised on a sale or other disposition of a foreign currency (including its use to purchase Ordinary Shares or upon exchange for U.S. dollars) will be US source ordinary income or loss.

5. Passive Foreign Investment Company Rules

General

The Company believes that it is, and expects that it will continue to be, a passive foreign investment company (a "PFIC") for US federal income tax purposes. A non-US corporation is a PFIC in any taxable year in which, after taking into account certain look-through rules, either (i) at least 75 per cent. of its gross income is passive income or (ii) at least 50 per cent. of the average value (determined on a quarterly basis) of its assets is attributable to assets that produce or are held to produce passive income. Passive income for this purpose generally includes, among other things, dividends, interest, royalties, and rents, gross income from certain commodities transactions and capital gains.

If the Company is a PFIC in any taxable year during which a US Holder owns the Ordinary Shares, a US Holder would generally be subject in that and subsequent years to additional taxes on gains from the sale or other disposition of, and "excess distributions" with respect to, shares of a PFIC owned directly or indirectly by such US Holder. In general, an excess distribution is any distribution to the US Holder that is greater than 125 per cent. of the average annual distributions received by the US Holder during the three preceding taxable years or, if shorter, the US Holder's holding period for the Ordinary Shares. Under these rules (i) the gain or excess distribution would be allocated ratably over the US Holder's holding period for the Ordinary Shares, (ii) the amount allocated to the taxable year in which the gain or excess distribution was realized and to any year before the Company became a PFIC would be taxable as ordinary income in the current year, (iii) the amount allocated to other taxable years would be subject to tax at the highest rate in effect for that year and (iv) an amount equal to the interest charge generally applicable to underpayments of tax would be imposed in respect of the tax allocated to each such earlier year. For these purposes, a US Holder who uses the Ordinary Shares as collateral for a loan would be treated as having disposed of such Ordinary Shares. A US Holder in a PFIC is also subject to additional tax form filing requirements.

Mark-to-Market Election

Different rules apply to a US Holder that makes a valid mark-to-market election with respect to the Ordinary Shares. This election can be made if the Ordinary Shares are considered to be "marketable securities" for purposes of the PFIC rules. The Ordinary Shares will be marketable securities for these purposes to the extent they are "regularly traded" on a "qualified exchange." A non-US exchange will be a qualified exchange if it is properly regulated and meets certain trading, listing, financial disclosure and other

requirements. The London Stock Exchange should be considered a qualified exchange for these purposes. Generally, the Ordinary Shares will be treated as “regularly traded” in any calendar year in which more than a de minimis quantity of the Ordinary Shares are traded on a qualified exchange on at least 15 days during each calendar quarter. The mark-to-market election cannot be revoked without the consent of the IRS unless the Ordinary Shares cease to be marketable securities. If the Ordinary Shares are considered to be regularly traded on the London Stock Exchange, US Holders should be eligible to make a mark-to-market election with respect to the Ordinary Shares. Subject to certain limitations, a US Holder that makes a valid mark-to-market election with respect to the Ordinary Shares would be required to take into account the difference, if any, between the fair market value and the adjusted tax basis in those Ordinary Shares, at the end of each taxable year, as ordinary income (or ordinary loss to the extent of the net amount previously included as income by the US Holder as a result of the mark-to-market election) in calculating its income for such year. A US Holder’s basis in the Ordinary Shares will be increased by the amount of any ordinary income inclusion and decreased by the amount of any ordinary loss taken into account under the mark-to-market rules. Gains from an actual sale or other disposition of the Ordinary Shares for which this election has been properly made would be treated as ordinary income, any losses incurred on a sale or other disposition of the Ordinary Shares would be treated as an ordinary loss to the extent of any net mark-to-market gains for prior years and any additional loss would be capital loss.

Even if a valid mark-to-market election is made with respect to the Ordinary Shares, there is a significant risk that indirect interests in any of the Company’s subsidiaries that are PFICs will not be covered by this election but will be subject to the excess distribution rules described above. Under these rules, distributions from, and dispositions of interests in, these subsidiaries, as well as certain other transactions, generally will be treated as a distribution or disposition subject to the discussion above regarding excess distributions.

QEF Election

In some cases, a shareholder of a PFIC can avoid the interest charge and some of the other adverse PFIC consequences described above by making a “qualified electing fund” (“**QEF**”) election (a “**QEF Election**”) to be taxed currently on its share of the PFIC’s undistributed income.

Generally, a QEF Election should be made on or before the due date for filing a US Holder’s US federal income tax return for the first taxable year in which it held the Ordinary Shares. If a timely QEF Election is made, an electing US Holder will be required to include in its ordinary income such US Holder’s pro rata share of the Company’s ordinary earnings and to include in its long-term capital gain income such US Holder’s pro rata share of the Company’s net capital gain, whether or not distributed. In certain cases in which a PFIC does not distribute all of its earnings in a taxable year, its US Holders that have made a QEF Election may also be permitted to elect to defer payment of some or all of the taxes on the PFIC’s undistributed income but will then be subject to an interest charge on the deferred amount.

The Company expects to provide information that a US Holder making a QEF Election with respect to the Company is required to obtain for US federal income tax purposes (e.g., the US Holder’s pro rata share of ordinary income and net capital gain) and take any other steps it reasonably can to facilitate such election by, and any reporting requirements of, a US Holder.

Prospective US Holders are urged to consult their own tax advisers about the consequences of holding the Ordinary Shares given the Company’s status as a PFIC in any taxable year, including the availability of the mark-to-market election and the QEF Election and whether making either election would be advisable in their particular circumstances and the tax consequences of disposing of Ordinary Shares. In particular, US Holders should consider carefully the impact of a mark-to-market election with respect to the Ordinary Shares given that there is a significant risk that the Company will have subsidiaries that are classified as PFICs.

6. Backup Withholding and Information Reporting

Information returns may be filed with the IRS in connection with distributions on the Ordinary Shares and the proceeds from a sale exchange or other taxable disposition of the Ordinary Shares. A US Holder may be subject to US backup withholding on these payments if it fails to provide its tax identification number to the

paying agent and comply with certain certification procedures or otherwise establish an exemption from backup withholding. The amount of any backup withholding from a payment to a US Holder will be allowed as a credit against the US Holder's US federal income tax liability and may entitle the US Holder to a refund, provided that the required information is timely furnished to the IRS.

US Holders should consult their own tax advisers regarding any additional tax reporting or filing requirements they may have as a result of acquiring, owning or disposing of the Ordinary Shares. Failure to comply with applicable reporting obligations could result in the imposition of substantial penalties.

7. Foreign Financial Asset Reporting

US Holders are subject to reporting requirements on the holding of certain foreign financial assets, including equity of foreign entities, if the aggregate value of all of these assets exceeds US\$50,000 at the end of the taxable year or US\$75,000 at any time during the taxable year. The thresholds are higher for individuals living outside of the United States and married couples filing jointly. The Ordinary Shares are expected to constitute foreign financial assets subject to these requirements unless the Ordinary Shares are held in an account at a financial institution (in which case the account may be reportable if maintained by a foreign financial institution). US Holders should consult their tax advisors regarding the application of this legislation.

8. FATCA

Each acquirer of the Ordinary Shares pursuant to the Issue and each subsequent transferee, by acquiring Ordinary Shares or a beneficial interest therein, will be deemed to have represented, warranted, undertaken, agreed and acknowledged that it will not offer, sell, transfer, assign, pledge or otherwise dispose of the Ordinary Shares to any Shareholder that would prevent the Company from complying with any obligations or requirements imposed under FATCA.

PART VII

ADDITIONAL INFORMATION

1. The Company, the AIFM, Menhaden and the Depositary

1.1 *Incorporation of the Company*

1.1.1 The Company was incorporated under the Act in England and Wales as a public limited company on 30 September 2014 with registered number 09242421. On 19 June 2015, the Company changed its name from BGT Capital PLC to Menhaden Capital PLC. The Company has received a certificate under section 761 of the Act entitling it to commence business and to exercise its borrowing powers. The Company has given notice to the Registrar of Companies that it intends to carry on business as an investment company under section 833 of the Act.

1.1.2 Save for its entry into the material contracts summarised in section 8 of this Part VII and certain non-material contracts, since its incorporation the Company has not commenced operations, has not declared any dividend and no financial statements have been made up. The Company is resident for tax purposes in the United Kingdom and currently has no employees.

1.1.3 The principal activity of the Company is to invest its assets in accordance with the investment policy set out in Part III of this Prospectus. The Company has no reserves.

1.1.4 The Company operates under the Act and is not regulated as a collective investment scheme by the FCA. Its registered office and principal place of business is at One Wood Street, London, EC2V 7WS. The Company's telephone number is +44 (0)845 497 9797.

1.2 *Principal activities of the Company*

The Company will apply to HMRC for approval as an investment trust company and intends at all times to conduct its affairs so as to enable it to qualify as an investment trust for the purposes of Part 4 of Chapter 24 of the Corporation Tax Act 2010 and the Investment Trust (Approved Company) (Tax) Regulations 2011 (as amended). In summary, the conditions that must be met for a company to be approved as an investment trust for an accounting period are that, in relation to that accounting period:

1.2.1 all, or substantially all, of the business of the company is to invest its funds in shares, land or other assets with the aim of spreading investment risk and giving members of the company the benefit of the results of the management of its funds;

1.2.2 the shares making up the company's ordinary share capital (or, if there are such shares of more than one class, those of each class) are admitted to trading on a regulated market;

1.2.3 the company is not a venture capital trust or a company UK REIT;

1.2.4 the company is not a close company (as defined in section 439 of the Corporation Tax Act 2010); and

1.2.5 subject to particular rules that may apply where the company has accumulated revenue losses brought forward from previous accounting periods, the company does not retain an amount which is greater than the higher of (i) 15 per cent. of its income for the accounting period and (ii) any amount of income that the company is required to retain in respect of the accounting period by virtue of a restriction imposed by law.

1.3 *The AIFM*

The AIFM is Frostrow Capital LLP, a limited liability partnership incorporated in England and Wales with registered number OC323835. It is authorised and regulated by the FCA. The registered office of the AIFM is c/o Haggards Crowther Heathmans House, 19 Heathmans Road, London SW6 4TJ and its telephone number is +44 (0)20 3008 4910.

1.4 ***Menhaden Capital Management LLP***

Menhaden Capital Management LLP is a limited liability partnership owned by the Menhaden Team incorporated in England and Wales with registered number OC400571. The registered office of Menhaden Capital Management LLP is 16 Old Bailey, London EC4M 7EG.

1.5 ***WHEB Asset Management LLP***

WHEB Asset Management LLP is a limited liability partnership incorporated in England and Wales with registered number OC341489. It is authorised and regulated by the FCA. The registered office of WHEB Capital Partners LLP is 23 Hanover Square, London W1S 1JR and its telephone number is +44 (0)20 3219 3441.

1.6 ***Depository***

J.P. Morgan Europe Limited has been appointed as Depository of the Company pursuant to the Depository Agreement (further details of which are set out in section 8.5 of this Part VII). The Depository is a private limited company incorporated in England and Wales with registered number 00938937. It is authorised by the FCA for the purpose of providing depository services. The address of the registered office of the Depository is 25 Bank Street, London, E14 5JP and its telephone number is 01202 322000.

2. **Share Capital**

2.1 ***Ordinary Shares and Redeemable Preference Shares***

2.1.1 The ISIN of the Ordinary Shares is GB00BZ0XWD04 and the SEDOL is BZ0XWD0. The ticker symbol of the Company is MHN.

2.1.2 On incorporation, the share capital of the Company was £50,000.01 represented by one Ordinary Share of nominal value of 1 pence and 5,000,000 Redeemable Preference Shares of nominal value of 1 pence each, which were held by the AIFM to allow the Company to commence business and to exercise its borrowing powers under section 761 of the Act.

2.1.3 The following table shows the issued share capital of the Company as at the date of this Prospectus:

	<i>Nominal Value (£)</i>	<i>Number</i>
Ordinary Shares	0.01	1
Redeemable Preference Shares	50,000	5,000,000

2.1.4 The Ordinary Shares to be issued pursuant to the Issue will be issued in accordance with the Articles and the Act.

2.1.5 Set out below is the issued share capital of the Company as it will be following the Issue (assuming that 80,000,000 Ordinary Shares are allotted and following the cancellation of Redeemable Preference Shares):

	<i>Nominal Value (£)</i>	<i>Number</i>
Ordinary Shares	800,000.01	80,000,001

2.1.6 All Shares will be fully paid on Admission.

2.2 ***Issue and Repurchases of Shares***

2.2.1 By special resolutions passed on 1 July 2015 and in substitution for all existing authorities:

- (A) the Directors were authorised to allot Ordinary Shares in connection with the Issue up to an aggregate nominal amount of £3,000,000, such authority to expire at the end of the period of five years from the date of the passing of that resolution;

- (B) the Directors were empowered to allot Shares as referred to in (A) above on a non-preemptive basis provided that power will expire upon the expiry of the authority to allot Ordinary Shares referred to in (A) above;
- (C) the Directors were authorised to allot Ordinary Shares, or C Shares convertible into Ordinary Shares, up to an aggregate nominal amount equal to the difference between the nominal amount of the Ordinary Shares issued under the Issue and £10,000,000, such authority to expire at the end of the period of five years from the date of the passing of that resolution;
- (D) the Directors were empowered to allot Shares on a non-preemptive basis provided that power will expire upon the expiry of the authority to allot Ordinary Shares referred to in (C) above;
- (E) the Company was authorised, in substitution for all existing authorities, to make market purchases of Ordinary Shares on such terms and in such manner as the Directors may from time to time determine, provided that:
 - (1) the maximum number of Ordinary Shares to be acquired other than pursuant to an offer made to Shareholders generally is 500,000,000 provided that the number of Ordinary Shares to be acquired between the date of that resolution and the first annual general meeting of the Company shall not exceed 14.99 per cent. of Ordinary Shares issued pursuant to the Issue and further provided that the number of Ordinary Shares to be acquired over any subsequent period commencing on the date of each annual general meeting of the Company shall not exceed 14.99 per cent. of Ordinary Shares in issue at the end of the day immediately prior to the commencement of such period;
 - (2) the minimum price which may be paid for any such Ordinary Share is 1 pence;
 - (3) the maximum price which may be paid for any such Ordinary Share is the higher of (i) an amount equal to 105 per cent. of the average of the middle market quotations for an Ordinary Share in the Company as derived from The London Stock Exchange Daily Official List for the five business days immediately preceding the day on which such share is contracted to be purchased and (ii) the amount stipulated by Article 5(1) of the EU Buy-back and Stabilisation Regulation (being the higher of the price of the last independent trade and the highest current independent bid for an Ordinary Share in the Company on the trading venues where the market purchases by the Company pursuant to the authority conferred by that resolution will be carried out); and
 - (4) such authority shall expire at the end of the period of five years from the date of the passing of that resolution, unless previously renewed, varied or revoked by the Company in general meeting;
- (F) it was resolved, conditionally upon the Company having sufficient paid up share capital to maintain its status as a public limited company and to comply with the conditions of section 761 of the Act, and the approval of the courts of England and Wales, to cancel the Redeemable Preference Shares; and
- (G) it was resolved, conditionally upon the Issue occurring and approval of the court, that the amount standing to the credit of the share premium account of the Company immediately following the Issue be cancelled.

2.2.2 The cancellation of the Company's share premium account will enable the Directors to make share repurchases out of the Company's distributable reserves to the extent considered desirable by the Directors. The Company may also, where the Directors consider appropriate, use the reserve created by the cancellation of the share premium account to pay dividends.

- 2.2.3 Subject as provided elsewhere in this Prospectus and in the Articles, Ordinary Shares are freely transferable.
- 2.2.4 There are no pre-emption rights relating to the Ordinary Shares in the Articles. Statutory pre-emption rights in the Act apply, save to the extent disappplied by Shareholders as referred to in paragraph 2.2.1 or otherwise.
- 2.2.5 Save as disclosed in this Prospectus, since the date of its incorporation, no share or loan capital of the Company has been issued or agreed to be issued, or is now proposed to be issued, either for cash or any other consideration and no commissions, discounts, brokerages or other special terms have been granted by the Company in connection with the issue or sale of any such capital. No share or loan capital of the Company is under option or has been agreed, conditionally or unconditionally, to be put under option.
- 2.2.6 The Ordinary Shares will be issued in registered form and may be held in either certificated or uncertificated form and settled through CREST from Admission. In the case of Ordinary Shares to be issued in uncertificated form, these will be transferred to successful applicants through CREST. Accordingly, settlement of transactions in the Ordinary Shares following Admission may take place within CREST if any Shareholder so wishes.

2.3 *Redemptions at the option of Shareholders*

There is no right or entitlement attaching to Ordinary Shares that allows them to be redeemed or repurchased by the Company at the option of the Shareholder.

3. **Memorandum and Articles of Association**

3.1 *Memorandum*

The Memorandum does not restrict the objects of the Company.

3.2 *Articles of Association*

The Articles contain (among others) provisions to the following effect:

3.2.1 *Life*

The Company has been established with an unlimited life. The Articles however provide that a continuation resolution be put to Shareholders as an ordinary resolution at the annual general meeting of the Company to be held in 2020 and every fifth year thereafter. If passed by the Shareholders the effect of that resolution will be that the Company will continue its business as a closed-ended investment trust. If the resolution is not passed, then the Board will be required to put proposals for the reconstruction, reorganisation or winding-up of the Company to the Shareholders for their approval within six months of the date of the annual general meeting at which the continuation resolution was proposed.

3.2.2 *Issue of Shares*

Subject to the provisions of the Act and without prejudice to any rights attaching to any existing Ordinary Shares, any Ordinary Share may be issued with such rights or restrictions as the Company may by ordinary resolution determine (or if the Company has not so determined, as the Directors may determine).

3.2.3 *Alteration to share capital*

The Company may by ordinary resolution consolidate and divide all or any of its share capital into Shares of larger amount than its existing Shares or sub-divide its Shares, or any class of them, into Shares of smaller amount than its existing Shares and determine that, as between Shares arising from that sub-division, any of the Shares have any preference or advantage as compared with the others.

3.2.4 *Redemption of Shares*

Any Share may be issued which is or will be liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such Share.

3.2.5 *Dividends*

- (A) Subject to the provisions of the Act, the Directors may by ordinary resolution declare dividends. No dividends shall exceed the amount recommended by the Board. Subject to the provisions of the Act, the Company may pay interim dividends, or dividends payable at a fixed rate, if it appears to them that such dividends are justified by the profits of the Company available for distribution.
- (B) Subject to the provisions of the Act and the Articles, all dividends shall be declared and paid according to the amounts paid up on the Shares on which the dividend is paid. If any Share is issued on terms that it ranks for dividend as at a particular date, it shall rank for dividend accordingly. In any other case, dividends shall be apportioned and paid proportionately to the amount paid up on the Shares during any portion(s) of the period in respect of which the dividend is paid.
- (C) Notwithstanding any other provision of the Articles, but without prejudice to the rights attached to any Shares, the Company may fix a date as the record date by reference to which a dividend will be declared or paid or a distribution, allotment or issue made. No dividends or other money payable in respect of a Share shall bear interest against the Company, unless otherwise provided by the rights attached to the Share.

3.2.6 *Distribution of assets on a winding up*

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

3.2.7 *Voting rights*

- (A) Subject to any rights or restrictions attached to any class of Shares, on a show of hands every Shareholder present in person at a meeting has one vote and every proxy present who has been duly appointed by a Shareholder entitled to vote has one vote, and on a poll every Shareholder (whether present in person or by proxy) has one vote for every Share of which he is the holder. A Shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses the same way. In the case of joint holders, the vote of the senior who tenders a vote shall be accepted to the exclusion of the vote of the other joint holders, and seniority shall be determined by the order in which the names of the holders appear in the Register.
- (B) No Shareholder shall have any right to vote at any general meeting or at any separate meeting of the holders of any class of Shares, either in person or by proxy, in respect of any Share held by him unless all amounts payable by him in respect of that Share have been paid.

3.2.8 *General Meetings*

- (A) General meetings may be called by the Directors. If there are not sufficient Directors to form a quorum in order to call a general meeting, any Director may call a general meeting. If there is no Director, any Shareholder may call a general meeting.
- (B) Subject to the provisions of the Act, an annual general meeting and all other general meetings of the Company shall be called by at least such minimum period of notice as is prescribed under the Act.
- (C) No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a corporation which is a Shareholder (including for this purpose two persons who are proxies or corporate representatives of the same Shareholder), shall be a quorum.
- (D) A Shareholder is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company. A Shareholder may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different Share or Shares held by him. Subject to the provisions of the Act, any corporation (other than the Company itself) which is a Shareholder may, by resolution of its directors or other governing body, authorise any person(s) to act as its representative(s) at any meeting of the Company, or at any separate meeting of the holders of any class of Shares. Delivery of an appointment of proxy shall not preclude a Shareholder from attending and voting at the meeting or at any adjournment of it.
- (E) Directors may attend and speak at general meetings and at any separate meeting of the holders of any class of Shares, whether or not they are Shareholders.
- (F) A poll on a resolution may be demanded at a general meeting either before a vote on a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

3.2.9 *Redeemable Preference Shares*

Redeemable Preference Shares are not entitled to receive any dividend or distribution made or declared by the Company except for a fixed annual dividend equal to 0.00001 per cent. of their issue price. Save where there are no other shares of the Company in issue, Redeemable Preference Shares shall carry no right to attend, receive notice of or to vote at any general meeting of the Company. On a winding up of the Company, the holder of a Redeemable Preference Share shall be entitled to be repaid the capital paid up thereon pari passu with the repayment of the nominal amount of the Ordinary Shares.

3.2.10 *Restrictions on rights: failure to respond to a section 793 notice*

If a Shareholder, or any other person appearing to be interested in Shares held by that Shareholder, fails to provide the information requested in a notice given to him under section 793 of the Act by the Company in relation to his interest in Shares (the “**default Shares**”) within 14 days of the notice, sanctions shall apply unless the Directors determine otherwise. The sanctions available are the suspension of the right to attend or vote (whether in person or by representative or proxy) at any general meeting or any separate meeting of the holders of any class or on any poll and, where the default Shares represent at least 0.25 per cent. of their class (excluding treasury shares), the withholding of any dividend payable in respect of those default Shares and the restriction of the transfer of any default Shares (subject to certain exceptions).

3.2.11 *Untraced Shareholders*

Subject to various notice requirements, the Company may sell any of a Shareholder's Shares if, during a period of 12 years, at least three dividends (either interim or final) on such Shares have become payable and no cheque for amounts payable in respect of such Shares has been presented and no warrant or other method of payment has been effected and no communication has been received by the Company from the Shareholder or person concerned.

3.2.12 *Borrowing powers*

The Directors shall restrict the borrowings of the Company so as to secure that the aggregate principal amount (including any premium payable on final repayment) outstanding of all money borrowed by the Company shall not at any time when any borrowing is drawn down, save with the previous sanction of an ordinary resolution of the Company, exceed an amount equal to 35 per cent. of NAV.

3.2.13 *Transfer of Shares*

- (A) A Share in certificated form may be transferred by an instrument of transfer, which may be in any usual form or in any other form approved by the Directors, executed by or on behalf of the transferor and, where the Share is not fully paid, by or on behalf of the transferee. A Share in uncertificated form may be transferred by means of the relevant system concerned.
- (B) In their absolute discretion, the Directors may refuse to register the transfer of a Share in certificated form which is not fully paid provided that if the Share is listed on the Official List such refusal does not prevent dealings in the Shares from taking place on an open and proper basis. The Directors may also refuse to register a transfer of a Share in certificated form unless the instrument of transfer:
 - (1) is lodged, duly stamped, at the registered office of the Company or such other place as the Directors may appoint and is accompanied by the certificate for the Share to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
 - (2) is in respect of only one class of Share;
 - (3) is not in favour of more than four transferees; and
 - (4) the transfer is not in favour of any Non-Qualified Holder.
- (C) The Directors may refuse to register a transfer of a Share in uncertificated form to a person who is to hold it thereafter in certificated form in any case where the Company is entitled to refuse to register the transfer under the Uncertificated Securities Regulations.
- (D) If the Directors refuse to register a transfer of a Share, they shall send the transferee notice of that refusal with reasons for the refusal within two months after the date on which the transfer was lodged with the Company (for the transfer of a Share in certificated form) or the date the operator-instruction was received by the Company (for the transfer of Share in uncertificated form which will be held thereafter in certificated form).
- (E) No fee shall be charged for the registration of any instrument of transfer or other document or instruction relating to or affecting the title to any Share.
- (F) The Directors may, in their absolute discretion, decline to transfer, convert or register any transfer of Shares to any person: (i) whose ownership of Shares may cause the Company's assets to be deemed "plan assets" for the purposes of ERISA or the US Tax Code; (ii) whose ownership of Shares may cause the Company to be required to register

as an “investment company” under the Investment Company Act (including because the holder of the shares is not a “qualified purchaser” as defined in the Investment Company Act); (iii) whose ownership of Shares may cause the Company to register under the Exchange Act or any similar legislation; (iv) whose ownership may result in a person holding Shares in violation of the transfer restrictions put forth in any prospectus published by the Company, from time to time; (v) whose ownership of Shares may cause the Company to be a “controlled foreign corporation” for the purposes of the US Tax Code, or may cause the Company to suffer any pecuniary disadvantage (including any excise tax, penalties or liabilities under ERISA or the US Tax Code); (vi) whose ownership of Shares may cause the Company to be required to comply with any registration or filing requirements in any jurisdiction with which the Company would not otherwise be required to comply; or (vii) whose ownership would or might result in the Company suffering any other pecuniary, fiscal, administrative, regulatory or similar disadvantage (each person described in (i) through (vii) above, a “Non-Qualified Holder”).

3.2.14 *Appointment of Directors*

- (A) Unless the Company determines otherwise by ordinary resolution, the number of Directors (other than alternate Directors) shall not be subject to any maximum but shall not be less than two.
- (B) Subject to the Articles, the Company may by ordinary resolution appoint a person who is willing to act as a Director, and is permitted by law to do so, to be a Director either to fill a vacancy or as an additional Director. The Directors may appoint a person who is willing to act as a Director, and is permitted by law to do so, to be a Director, either to fill a vacancy or as an additional Director. A person appointed as a Director by the other Directors is required to retire at the Company’s next annual general meeting and shall then be eligible for reappointment by Shareholders.

3.2.15 *Powers of Directors*

- (A) The business of the Company shall be managed by the Directors who, subject to the provisions of the Articles and to any directions given by special resolution to take, or refrain from taking, specified action, may exercise all the powers of the Company.
- (B) The Directors may appoint one or more of their number to the office of managing Director or to any other executive office of the Company and, subject to the provisions of the Act, any such appointment may be made for such term, at such remuneration and on such other conditions as the Directors think fit.
- (C) Any Director (other than an alternate Director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act and permitted by law to do so, to be an alternate Director and may remove such an alternate Director from office.

3.2.16 *Voting at board meetings*

- (A) No business shall be transacted at any meeting of the Directors unless a quorum, which may be fixed by the Directors from time to time, is present; unless so fixed at any other number, the quorum shall be three. A Director shall not be counted in the quorum present in relation to a matter or resolution on which he is not entitled to vote but shall be counted in the quorum present in relation to all other matters or resolutions considered or voted on at the meeting. An alternate Director who is not himself a Director shall, if his or her appointor is not present, be counted in the quorum.

- (B) Questions arising at a meeting of the Directors shall be decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall, unless he is not entitled to vote on the resolution, have a second or casting vote.

3.2.17 *Restrictions on voting*

Subject to any other provision of the Articles, a Director shall not vote at a meeting of the Directors on any resolution concerning a matter in which he has, directly or indirectly, a material interest (other than an interest in Shares, debentures or other securities of, or otherwise in or through, the Company) unless his or her interest arises only because the case falls within certain limited categories specified in the Articles.

3.2.18 *Directors' interests*

Subject to the provisions of the Act and provided that the Director has disclosed to the other Directors the nature and extent of any material interest of his or hers, a Director, notwithstanding his or her office, may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested and may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is interested.

3.2.19 *Indemnity*

Subject to the provisions of the Act, the Company may indemnify to any extent any person who is or was a Director, directly or indirectly (including by funding any expenditure incurred or to be incurred by him) against any loss or liability whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust by him or otherwise in relation to the Company or any associated company; and purchase and maintain insurance for any person who is or was a Director, or a Director of any associated company, against any loss or liability or any expenditure he may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust by him or otherwise, in relation to the Company or any associated company.

4. The City Code on Takeovers and Mergers

4.1 *Mandatory Bid*

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

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

such person would be required (except with the consent of the Panel on Takeovers and Mergers) to make a cash or cash alternative offer for the outstanding Shares at a price not less than the highest price paid for any interests in the Shares by the person or their concert parties during the previous 12 months. Such an offer must only be conditional on:

- (c) the person having received acceptances in respect of Shares which (together with Shares already acquired or agreed to be acquired) will result in the person and any person acting in concert with him holding Shares carrying more than 50 per cent. of the voting rights; and

- (d) no reference having been made in respect of the offer to the Competition and Markets Authority by either the first closing date, or the date when the offer becomes or is declared unconditional as to acceptances, whichever is the later.

4.2 **Compulsory Acquisition**

- 4.2.1 Under sections 974 to 991 of the Act, if an offeror acquires or contracts to acquire (pursuant to a takeover offer) not less than 90 per cent. of the Shares (in value and by voting rights) to which such offer relates it may then compulsorily acquire the outstanding Shares not assented to the offer. It would do so by sending a notice to the other holders of Shares telling them that it will compulsorily acquire their Shares and then, six weeks later, it would execute a transfer of the outstanding Shares in its favour and pay the consideration to the Company, which would hold the consideration on trust for the holders of those Shares subject to the transfer. The consideration offered to the holders whose Shares are compulsorily acquired under the Act must, in general, be the same as the consideration that was available under the takeover offer.
- 4.2.2 In addition, pursuant to section 983 of the Act, if an offeror acquires or agrees to acquire not less than 90 per cent. of the Shares (in value and by voting rights, pursuant to a takeover offer that relates to all the Shares in the Company) to which the offer relates, any holder of Shares to which the offer relates who has not accepted the offer may require the offeror to acquire his Shares on the same terms as the takeover offer.
- 4.2.3 The offeror would be required to give any holder of Shares notice of his right to be bought out within one month of that right arising. Such sell-out rights cannot be exercised after the end of the period of three months from the last date on which the offer can be accepted or, if later, three months from the date on which the notice is served on the holder of Shares notifying them of their sell-out rights. If a holder of Shares exercises their rights, the offeror is bound to acquire those Shares on the terms of the offer or on such other terms as may be agreed.

5. **Interests of Directors, Major Shareholders and Related Party Transactions**

5.1 **Directors' interests**

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

<i>Name</i>	<i>Number of Ordinary Shares</i>
Sir Ian Cheshire (Chairman)	20,000
Emma Howard Boyd	8,000
Duncan Budge	10,000
Howard Pearce	Nil

As at the date of this Prospectus, there are no potential conflicts of interest between any duties owed to the Company of any of the Directors and their private interests and/or other duties. Save as disclosed in this section, immediately following Admission, no Director will have any interest, whether beneficial or non-beneficial, in the share or loan capital of the Company.

5.2 **Directors' contracts with the Company**

- 5.2.1 No Director has a service contract with the Company, nor are any such contracts proposed, each Director having been appointed pursuant to a letter of appointment entered into with the Company.
- 5.2.2 The Directors' appointments can be terminated in accordance with the Articles and without compensation. The Directors are subject to retirement by rotation in accordance with the Articles.

- 5.2.3 There is no notice period specified in the letters of appointment or Articles for the removal of Directors. The Articles provide that the office of Director may be terminated by, among other things: (i) written resignation; (ii) unauthorised absences from board meetings for six consecutive months or more; or (iii) the written request of all Directors other than that whose appointment is being terminated.
- 5.2.4 The Directors' current level of remuneration is £25,000 per annum for each Director other than the Chairman, who receives an additional £25,000 per annum, and members of the Audit Committee, who receive an additional £15,000 per annum.
- 5.2.5 The Company has not made any loans to the Directors which are outstanding, nor has it ever provided any guarantees for the benefit of any Director or the Directors collectively. No amounts have been set aside or accrued by the Company to provide pension, retirement or similar benefits.

5.3 *Other interests*

- 5.3.1 As at the date of this Prospectus, the Directors hold or have held during the five years preceding the date of this Prospectus the following directorships (apart from their directorships of the Company) or memberships and administrative, management or supervisory bodies and/or partnerships:

<i>Name</i>	<i>Current directorships and partnerships</i>	<i>Past directorships and partnerships</i>
Sir Ian Cheshire <i>(Chairman)</i>	Business In The Community Medicinema Enterprises Limited Whitbread plc	B&Q plc British Retail Consortium Kingfisher plc (Chief Executive) Kingfisher Information Technology Services (UK) Limited
Emma Howard Boyd	Aldersgate Limited Future Cities Catapult Limited Serafina Consulting Limited Fairshare Educational Foundation T/A ShareAction	Artichoke Trust Jupiter Asset Management Limited Triodos Renewables PLC
Duncan Budge	Alpha Securities Trading Limited Artemis Alpha Trust plc Dunedin Enterprise Investment Trust plc Lowland Investment Company plc Spencer House Limited World Trust Fund (SICAF) Asset Value Investors Ltd The West Hendred Pub Company Ltd	Atlantic And General Investment Trust Limited J Rothschild Capital Management Limited RIT Capital Partners plc RIT Capital Partners Associates Limited RIT Capital Partners Securities Limited RIT Capital Partners Trading Limited RITCP GP Limited The St. James's Venture Capital Fund Limited
Howard Pearce	HowESG Ltd	

- 5.3.2 The Directors in the five years before the date of this Prospectus:

(A) do not have any convictions in relation to fraudulent offences;

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

5.4 ***Major shareholders and Directors' shareholdings***

- 5.4.1 As at the date of this Prospectus, none of the Directors or any person connected with any of the Directors has a shareholding or any other interest in the share capital of the Company. The Directors intend, subject to compliance with legal and regulatory requirements, to subscribe for such number of Ordinary Shares as is set out next to their respective names in the section headed "Directors interests" above, pursuant to the Issue at an Issue Price. Such applications are expected to be met in full.
- 5.4.2 The AIFM holds all voting rights in the Company as at the date of this Prospectus. Also as at the date of this Prospectus and insofar as is known to the Company, assuming Gross Proceeds of £80 million, no person will, immediately following the Issue, be directly or indirectly interested in three per cent. or more of the Company's share capital. None of the Company's Shareholders has or will have voting rights attached to the Shares held by them which are different from the voting rights attached to any other Ordinary Shares in the same class in the Company. As at the date of this Prospectus, the Company, insofar as is known to the Company, will not immediately following the Issue be directly or indirectly owned or controlled by any single person or entity and there are no arrangements known to the Company the operation of which may subsequently result in a change of control of the Company.
- 5.4.3 Pending the allotment of Ordinary Shares pursuant to the Issue, the Company is controlled by Frostrow Capital LLP, as described in section 1.3 of this Part VII.
- 5.4.4 All Ordinary Shareholders have the same voting rights in respect of the share capital of the Company.

5.5 ***Related party transactions***

The Company has not entered into any related party transaction at any time during the period from incorporation to 7 July 2015 (being the latest practicable date before publication of this Prospectus).

5.6 ***Other material interests***

None of the Directors has any conflict of interests or potential conflict of interests between any duties to the Company and his or her private interests and any other duties. The AIFM, Menhaden, any of their directors, officers, employees, agents and affiliates and the Directors and any person or company with whom they are affiliated or by whom they are employed may be involved in other financial, investment or other professional activities which may cause conflicts of interest with the Company. In particular, interested parties may provide services similar to those provided to the Company to other entities and shall not be liable to account for any profit from any such services. For example, the AIFM, Menhaden, any of their directors, officers, employees, agents and affiliates and the Directors and any person or company with whom they are affiliated or by whom they are employed may (subject in the case of Menhaden to the restrictions contained in the AIFM Agreement and Secondment Agreements) acquire on behalf of a client an investment in which the Company may invest.

6. Share Options and Share Scheme Arrangements

No share or loan capital of the Company is under option or agreed conditionally or unconditionally to be put under option.

7. Investment Restrictions

- 7.1 The Company will at all times invest and manage its assets with the objective of spreading risk and in accordance with its published investment policy as set out in Part II of this Prospectus.
- 7.2 The Listing Rules currently restrict the Company from investing more than 10 per cent. of its total assets in other listed closed-ended investment funds, save that this investment restriction does not apply to investments in closed-ended investment funds which themselves have published investment policies to invest no more than 15 per cent. of their total assets in other listed closed-ended investment funds. The Company will comply with this investment restriction (or any variant thereof) for so long as such restriction remains applicable.
- 7.3 The Company intends to conduct its affairs so as to qualify as an investment trust for the purposes of sections 1158 and 1159 of the Corporation Tax Act 2010, and its investment activities will therefore be subject to the restrictions set out under “Principal activities of the Company” in section 1.2 of this Part VII.
- 7.4 The Company must not conduct any trading activity which is significant in the context of its group as a whole.
- 7.5 In the event of material breach of these investment restrictions applicable to the Company, Shareholders will be informed of the actions to be taken by the AIFM through an announcement via a Regulatory Information Service.

8. Material Contracts

Save as described below, the Company has not: (i) entered into any material contracts (other than contracts in the ordinary course of business) since its incorporation; or (ii) entered into any contracts that contain provisions under which the Company has any obligation or entitlement that is material to the Company as at the date of this Prospectus.

8.1 *Sponsor and Placing Agreement*

- 8.1.1 Pursuant to the Sponsor and Placing Agreement dated 9 July 2015 between the Company, the AIFM, Menhaden, the Directors and Numis, subject to certain conditions, Numis has agreed to use its reasonable endeavours to procure Places for Ordinary Shares at an Issue Price.
- 8.1.2 The Sponsor and Placing Agreement may be terminated by Numis in certain customary circumstances prior to Admission. The Company has appointed Numis as UKLA sponsor to the Company in connection with the Issue.
- 8.1.3 The obligation of Numis to use its reasonable endeavours to procure subscribers for Ordinary Shares is conditional upon certain conditions that are customary for an agreement of this nature. These conditions include, among others: (i) Admission occurring and becoming effective by 8.00 a.m. London time on or prior to 31 July 2015 (or such later time and/or date, not being later than 1 September 2015, as the Company and Numis may agree); and (ii) the Sponsor and Placing Agreement not having been terminated in accordance with its terms.
- 8.1.4 In consideration for its services in relation to the Issue and conditional upon completion of the Issue, Numis will be paid a fixed fee of £400,000 and a placing commission based on the number of Ordinary Shares issued to investors introduced by Numis pursuant to the Issue (the “**Adjusted Gross Proceeds**”) and calculated as follows:
- (A) if the Adjusted Gross Proceeds are equal to or less than £20 million, placing commission equal to 1 per cent. of the Adjusted Gross Proceeds; or

- (B) if the Adjusted Gross Proceeds are more than £20 million but equal to or less than £40 million, placing commission equal to 1.25 per cent. of the Adjusted Gross Proceeds; or
- (C) if the Adjusted Gross Proceeds are more than £40 million but equal to or less than £60 million, placing commission equal to 1.50 per cent. of the Adjusted Gross Proceeds; or
- (D) if the Adjusted Gross Proceeds are more than £60 million but equal to or less than £80 million, placing commission equal to 1.75 per cent. of the Adjusted Gross Proceeds; or
- (E) if the Adjusted Gross Proceeds are more than £80 million, placing commission equal to 2.0 per cent. of the Adjusted Gross Proceeds.

8.1.5 The Company, the Directors, Menhaden and the AIFM have given warranties to Numis concerning, inter alia, the accuracy of the information contained in this Prospectus.

8.1.6 The Company and Menhaden have also given indemnities to Numis. The warranties and indemnities given by the Company, the Directors, Menhaden and the AIFM are standard for an agreement of this nature.

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

8.2 *AIFM Agreement*

8.2.1 The Company and the AIFM have entered into the AIFM Agreement dated 9 July 2015, pursuant to which the AIFM is appointed to act as alternative investment fund manager of the Company. The AIFM will have overall responsibility to perform portfolio and risk management functions for the Company and to advise the Company on a day-to-day basis in accordance with the investment policy of the Company, subject to the overall policies, supervision, review and control of the Board. Under the terms of the AIFM Agreement, the AIFM has discretion to buy, sell, retain, exchange or otherwise deal in investment assets for the account of the Company. The AIFM Agreement also provides that the AIFM will provide company secretarial and administration services.

Portfolio Management Fee

8.2.2 With effect from Admission, the AIFM will be entitled to receive from the Company in respect of its services provided under the AIFM Agreement, a Portfolio Management Fee payable monthly in arrear and calculated on the last Business Day of each calendar month as follows: (i) an amount equal to one twelfth of 1.25 per cent. of the Net Asset Value on such date up to £150 million; and (ii) in addition to the amount in (i) above, an amount equal to one twelfth of 1 per cent. of the Net Asset Value on such date which is in excess of £150 million (if any).

Performance Fee

8.2.3 The AIFM may also become entitled to a Performance Fee which will be calculated on the following basis. In respect of a given Performance Period, a Performance Fee shall be calculated and payable to the AIFM equal to 10 per cent. of any amount by which the Reference Amount at the end of the Performance Period exceeds the higher of (a) the Hurdle and (b) the High Watermark, provided that in no Performance Period shall the amount of Performance Fee payable exceed the Performance Fee Cap.

8.2.4 For the purposes of calculating the Performance Fee:

- (A) the “**Reference Amount**” means, in respect of a given Performance Period, the Net Asset Value on the last Business Day of that Performance Period. For the purposes of the Reference Amount, the Net Asset Value shall be calculated in Sterling, in accordance

with the valuation basis used to calculate the Net Asset Value per Share of the Company from time to time, as at the close of business on the last Business Day of the Performance Period, adjusted so as to:

- (1) include the gross amount of all dividends paid in respect of such Performance Period (and where such dividend is paid in a currency other than Sterling such dividend will be recognised at the mid spot exchange rate as at 11.00 a.m. on the last Business Day of the Performance Period) and any undistributed net revenue in respect of such Performance Period not otherwise taken into account for the purposes of calculating such Net Asset Value;
 - (2) not take account of any accrual made in respect of the Performance Fee itself for that Performance Period;
 - (3) deduct from such Net Asset Value any amounts representing profits made by the Company, and adding to such Net Asset Value an amount equivalent to any losses made by the Company, attributable to any foreign currency hedging activities undertaken for the purpose of hedging the Company's currency exposures;
 - (4) take into account any adjustment to the Net Asset Value deemed necessary by the Company's auditors to reflect any material change in the Company's assets or liabilities that the auditors may require to be made to the Company's accounting records in the course of its statutory audit, provided that the end of the Performance Period is contemporaneous with any financial period of the Company which is subject to statutory audit; and
 - (5) remove the effect of any premium at which Shares have been issued by the Company during that Performance Period or any discount at which Shares have been repurchased or redeemed by the Company during that Performance Period;
- (B) the "**Hurdle**" means the sum of:
- (1) the Gross Proceeds increased on a daily basis from the date of Admission at a rate equivalent to 5 per cent. per annum, compounded annually on the last day of each accounting period within the Performance Period, and
 - (2) the gross proceeds of each subsequent issue of Shares increased on a daily basis from the date of the relevant issue at a rate equivalent to 5 per cent. per annum, compounded annually on the last day of each accounting period within the Performance Period,
 - (3) less the amount of hurdle that would have attached to any Shares that have been repurchased or redeemed by the Company;
- (C) the "**High Watermark**" means the higher of (i) the highest Reference Amount in respect of any Performance Period in respect of which a Performance Fee is paid (subject to the Performance Fee Cap) before the relevant Performance Period; and (ii) the Gross Proceeds;
- (D) the first "**Performance Period**" is the period from Admission to the end of the Company's third accounting period and each subsequent Performance Period begins immediately after the end of the previous Performance Period and ends at the end of the Company's third accounting period thereafter. In circumstances where the AIFM Agreement is terminated, the Termination Date shall be deemed to be the end of the then current Performance Period. The Hurdle will be adjusted pro rata in respect of any part Performance Period; and

- (E) the “**Performance Fee Cap**” for any Performance Period shall be an amount equal to the aggregate of
- (1) 1.5 per cent. of the weighted average Net Asset Value for the first year (or part year, as applicable) of the Performance Period;
 - (2) 1.5 per cent. of the weighted average Net Asset Value for the second year (or part year, as applicable) of the Performance Period; and
 - (3) 1.5 per cent. of the weighted average Net Asset Value for the third year (or part year, as applicable) of the Performance Period,

such Net Asset Values being adjusted in each case in accordance with the provisions of paragraph (A) above. If, in any Performance Period, the Performance Fee payable (including any excess amount carried forward from the previous Performance Period) is capped at the Performance Fee Cap, to the extent that the relevant Reference Amount would otherwise have become the High Watermark it shall be adjusted such that the High Watermark is consistent with the actual Performance Fee paid in respect of that Performance Period.

8.2.5 A Performance Fee calculation in respect of any Performance Period shall be carried out following the preparation of the Net Asset Value calculated as set out in paragraph 8.2.4(A) above as at the end of the third financial year in the Performance Period and shall be presented to the Company by the AIFM within 60 days following the end of that financial year subject to audit. The Performance Fee shall be calculated on behalf of the Company by the administration function within the AIFM.

8.2.6 The Performance Fee, if payable in respect of any Performance Period, shall be paid in cash within 14 days of receipt and agreement by the Company and the auditors of the Company of the AIFM’s calculation.

8.2.7 The AIFM has assigned to Menhaden the right to receive the Portfolio Management Fee and Performance Fee and all claims in respect of the same, pursuant to a Deed of Assignment which is described in more detail in section 8.3 of this Part VII.

AIFM Fee

8.2.8 The AIFM will also be entitled to be paid by the Company a monthly fee, payable in arrear, for management, administration and company secretarial services as follows:

- (A) an amount equal to one twelfth of 22.5 basis points of the Net Asset Value on such date up to £150 million;
- (B) in addition to the amount in (A) above, an amount equal to one twelfth of 20 basis points of the Net Asset Value on such date which is in excess of £150 million but does not exceed £500 million (if any); and
- (C) in addition to the amounts in (A) and (B) above, an amount equal to one twelfth of 17.5 basis points of the Net Asset Value which is in excess of £500 million (if any).

Service standard

8.2.9 The AIFM has agreed that it shall at all times perform its obligations under the AIFM Agreement with such skill and care as would be reasonably expected of a professional discretionary investment manager managing in good faith an investment company of comparable size and complexity to the Company and having a materially similar investment objective and investment policy and shall ensure that its obligations under the AIFM Agreement are performed by a team of appropriately qualified, trained and experienced professionals reasonably acceptable to the Board (the “**Service Standard**”).

8.2.10 The AIFM will ensure that the Secondment Agreement provides that each of the Investment Principals shall devote such time and resources as is necessary to ensure that the AIFM can deliver the Service Standard. Should the AIFM and Menhaden enter into a delegation agreement (in substitution for the initial secondment arrangements) it will ensure that the delegation agreement will contain an equivalent clause (the “**Menhaden Time and Resource Obligation**”).

8.2.11 The AIFM shall immediately notify the Board in writing if the Secondment Agreement or, if any, the succeeding delegation agreement is terminated or materially amended or if it considers there has been a material breach by any party of the Secondment Agreement or the delegation agreement (or if it, acting reasonably, considers that there is a reasonable prospect of any of the above occurring).

Non-compete provisions

8.2.12 The AIFM has also agreed to procure that the following restrictions (which do not apply to Graham Thomas given the nature of his role) are at all times reflected in the Secondment Agreement (and, if any, the delegation agreement that succeeds it):

(A) Neither of the Investment Principals (which for these purposes shall include any entity in respect of which either serves as portfolio manager or investment adviser or which they, either together or separately, control) nor Menhaden itself will raise, provide investment advice to nor manage any additional investment fund until 80 per cent. of the Net Proceeds are invested, without the prior written consent of the Board;

(B) Once 80 per cent. of the Net Proceeds are invested, the Investment Principals and Menhaden may raise, provide investment advice to or manage additional investment funds provided that no such additional investment fund in respect of which such mandate is sought has an investment policy that is substantially similar to that of the Company (such that no conflict of interests as to allocation of investment opportunities can reasonably be considered likely to occur) unless the Board has given its prior written consent (such consent not to be unreasonably delayed or withheld but which may be on such terms as the Board might specify, acting reasonably, as regards the allocation of investment opportunities),

(the “**Non-Compete Restrictions**”).

Termination

8.2.13 Subject to the provisions set out below, the AIFM Agreement shall continue in force unless and until terminated by the Company or the AIFM giving to the other not less than six months’ written notice, not to expire prior to the end of an initial period of two years from the date of Admission.

8.2.14 The AIFM Agreement may be terminated by the Company with immediate effect if:

(A) an order has been made or an effective resolution passed for the winding-up or liquidation of the AIFM (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously consented to in writing by the Company, such consent not to be unreasonably withheld or delayed), or a receiver or similar officer has been appointed in respect of the AIFM or of any material part of the AIFM’s assets, or the AIFM enters into an arrangement with its creditors or any of them, or the AIFM is, or is deemed to be, unable to pay its debts;

(B) the AIFM ceases, or takes steps to cease, to carry on its business or substantially the whole of its business, or makes or threatens to make any material alteration to the nature of its business as carried on at the date of the AIFM Agreement;

- (C) the AIFM has committed a breach of its obligations under the AIFM Agreement that is material in the context of the AIFM Agreement (whether or not, for the avoidance of doubt, such breach would otherwise be a repudiatory breach), and where such breach is capable of remedy, fails to remedy such breach within 30 days after receiving notice from the Company requiring the same to be remedied;
- (D) the AIFM ceases to maintain its permission from the FCA to act as AIFM of the Company, or such permission is suspended;
- (E) the AIFM fails to notify the Company of an FCA enquiry or such other circumstances in accordance with the AIFM Agreement;
- (F) if the secondment of any member of the Menhaden Team to the AIFM ceases or the arrangements pursuant to which the Menhaden Team have been seconded to the AIFM are terminated (unless such arrangements are replaced by arrangements pursuant to which the Investment Principals provide their services as a delegate of the AIFM);
- (G) if the delegation arrangements described in (F) above (if any) are terminated;
- (H) if the Board, acting reasonably and having consulted with the AIFM determines that there has been or is likely to be a breach of the Menhaden Time and Resource Obligation or the Non-Compete Restrictions; or
- (I) if the AIFM fails to notify the Board if the Secondment Agreement or, if any, a delegation agreement, is terminated or materially amended or if it considers there has been a material breach by any party of the Secondment Agreement or any delegation agreement (or if it, acting reasonably, considers that there is a reasonable prospect of any of the above occurring). No remedy period shall apply in respect of such breach.

8.2.15 The AIFM Agreement may be terminated by the AIFM with immediate effect if an order has been made or an effective resolution passed for the winding-up or liquidation of the Company (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously consented to in writing by the AIFM, such consent not to be unreasonably withheld or delayed).

8.2.16 If in the opinion of the AIFM, acting reasonably, there is a change proposed to the investment guidelines of the Company such that the AIFM would no longer be able to meet the requirements of the Service Standard, the AIFM may terminate the AIFM Agreement on the earlier of (i) the date on which the appointment of a replacement AIFM becomes effective or, (ii) the Business Day prior to the date on which the proposed changes to the investment guidelines are intended to take effect.

8.2.17 If an act or omission by the Company breaches its obligation not to knowingly take or omit to take any action that would cause the AIFM to be in breach of applicable laws then the AIFM may terminate the AIFM Agreement on the earlier of (i) the date on which the appointment of a replacement AIFM in respect of the Company becomes effective; or (ii) the time at which the notice of termination given by the AIFM is expressed to take effect.

8.2.18 The AIFM Agreement may be terminated by the AIFM with immediate effect from the time at which notice of termination is given or, if later, the time at which such notice is expressed to take effect, if either (i) the secondment of any member of the Menhaden Team to the AIFM ceases or (ii) the Secondment Agreement or any delegation agreement are terminated by Menhaden without cause or are terminated by the AIFM with cause, and in each case the Company and the AIFM are unable to agree in good faith within three calendar months alternative arrangements for the provision of day-to-day portfolio management services with respect to the Company and the timetable for implementing such alternative arrangements

Liability and indemnity

- 8.2.19 The AIFM will not be liable to the Company for any loss, claim, costs, charges and expenses, liabilities or damages (“**Losses**”) arising out of the proper performance by the AIFM (or any other AIFM Indemnified Person being the AIFM, its associates, delegates or agents, and the officers, directors, employees or other staff (including secondees)) of its obligations under the AIFM Agreement unless resulting from the negligence, wilful default, fraud or bad faith of any AIFM Indemnified Person or a breach of the AIFM Agreement or any applicable requirements by such AIFM Indemnified Person.
- 8.2.20 The AIFM will not be liable in any circumstances for any Losses that constitute indirect, special or consequential loss, or loss of profits, opportunity, goodwill or reputation arising out of or in connection with the AIFM Agreement.
- 8.2.21 If at any time a delegation agreement between the AIFM and Menhaden is in place pursuant to which Menhaden provides day-to-day portfolio management services with respect to the Company (and to which the Company is also party) then to the fullest extent permitted by applicable laws, the AIFM shall not be liable for any Losses arising out of any act or omissions of Menhaden in connection with the delegated services. To the extent that the AIFM cannot exclude liability, the Company will not make any claim or commence any proceedings against the AIFM in respect of such Loss unless and until it has first used best endeavours to recover such Loss from Menhaden (including exhausting any and all remedies available to it, whether contractual or otherwise, against Menhaden in respect of such Loss).
- 8.2.22 The Company will indemnify each AIFM Indemnified Person against all claims by third parties which may be made against such AIFM Indemnified Person in connection with the provision of services under the AIFM Agreement except to the extent that the claim is due to the negligence, wilful default, fraud or bad faith of any AIFM Indemnified Person or a breach of the AIFM Agreement or any applicable requirement by any AIFM Indemnified Person.
- 8.2.23 The AIFM Agreement is governed by the laws of England and Wales.

8.3 *Deed of Assignment*

- 8.3.1 The Company, the AIFM and Menhaden have entered into a Deed of Assignment dated 9 July 2015 pursuant to which the AIFM assigns to Menhaden any and all of its rights, claims and causes of action in connection with the Portfolio Management Fee and the Performance Fee.
- 8.3.2 Under the terms of the Deed of Assignment, Menhaden promises further not to breach certain obligations of the Secondment Agreement.

8.4 *Listed Equity Portfolio Management Agreement*

- 8.4.1 The AIFM, the Listed Equity Portfolio Manager and the Company have entered into a portfolio management agreement dated 9 July 2015 pursuant to which the AIFM delegates the provision of certain discretionary portfolio management services to the Listed Equity Portfolio Manager in respect of the Company.
- 8.4.2 Under the terms of the Listed Equity Portfolio Management Agreement the Listed Equity Portfolio Manager is entitled to the following fee, which shall be payable monthly in arrear and calculated on the last Business Day of each calendar month:
- (A) an amount equal to one-twelfth of 50 basis points of the Listed Equity Portfolio Manager’s investment allocation up to £50 million; and
 - (B) in addition to the amount in paragraph (A) above, an amount equal to one-twelfth of 40 basis points of the Listed Equity Portfolio Manager’s investment allocation in excess of £50 million (if any),
- subject to a minimum fee of one-twelfth of £200,000.

- 8.4.3 Under the terms of a fee letter made between the AIFM, the Listed Equity Portfolio Manager, the Company and Menhaden, the fees payable to the Listed Equity Portfolio Manager are the sole responsibility of Menhaden, which shall pay such fees out of the Portfolio Management Fee which has been assigned to it pursuant to the Deed of Assignment. As a consequence, neither the Company nor the AIFM shall have any responsibility or obligation to pay such fees to the Listed Equity Portfolio Manager.
- 8.4.4 The Listed Equity Portfolio Management Agreement may be terminated by the AIFM and the Listed Equity Portfolio Manager at any time by giving not less than 3 months' written notice to the other parties and shall automatically terminate (i) on any date on which the AIFM Agreement is finally and effectively terminated in accordance with its terms, and (ii) on any date on which the Company is liquidated. The Listed Equity Portfolio Management Agreement may also terminate with immediate effect from the time at which notice of termination is given upon the occurrence of market standard events.
- 8.4.5 The Listed Equity Portfolio Management Agreement contains market standard indemnities in favour of the Listed Equity Portfolio Manager in respect of the Listed Equity Portfolio Manager's potential losses in carrying on its responsibilities under the Listed Equity Portfolio Management Agreement.
- 8.4.6 The Listed Equity Portfolio Management Agreement is governed by the laws of England and Wales.

8.5 *Depositary Agreement*

- 8.5.1 The Company, the AIFM and the Depositary have entered into the Depositary Agreement dated 9 July 2015 pursuant to which the Depositary acts as the depositary of the Company. The Depositary's duties include the following:
- (A) implementing and carrying out procedures as required by applicable laws to properly monitor the Company's cash flows and ensure that all payments made by or on behalf of Shareholders have been received and that the cash of the Company has been booked in a cash account or cash accounts;
 - (B) safekeeping the assets of the Company, which includes (i) holding in custody all financial instruments that can be registered in a financial instrument account opened in the Depositary's books and all financial instruments that can be physically delivered to the Depositary; and (ii) for other assets, verifying the ownership of such assets and maintaining records accordingly (the "**Safekeeping Function**");
 - (C) ensuring that the sale, issue, re-purchase, redemption and cancellation of Shares in the Company are carried out in accordance with applicable law and the Company's constitution;
 - (D) ensuring that the Net Asset Value per Share is calculated in accordance with applicable law, the valuation policy applicable to the Company from time to time and the Articles;
 - (E) carrying out the instructions of the AIFM, unless they conflict with applicable law or the Articles;
 - (F) ensuring that in transactions involving the Company's assets any consideration is remitted to the Company within the usual time limits which are acceptable market practice in the context of this particular transaction; and
 - (G) ensuring that the Company's income is applied in accordance with applicable law and the Articles.
- 8.5.2 The Depositary has entered into a written agreement delegating the performance of its Safekeeping Function in respect of certain assets to JPMorgan Chase Bank National

Association, London branch. The Depositary is liable to the Company for the loss of financial instruments of the Company which are held in custody as part of the Depositary's Safekeeping Function. The liability of the Depositary will not be affected by the fact that it has entrusted the Safekeeping Function to a third party save where this liability has been lawfully discharged to a delegate (any such discharge will be notified to the Shareholders) or where the loss of financial instruments could not have been prevented despite rigorous and comprehensive due diligence, and arises as a result of an external event beyond the reasonable control of the Depositary as provided for under the AIFM Directive. The Depositary will not be indemnified out of the assets of the Company for the loss of financial instruments where it is so liable.

- 8.5.3 The Company has agreed to indemnify the Depositary, its sub-custodians, and their respective nominees, directors, officers, employees and agents against, and hold them harmless from, liabilities that may be imposed on, incurred by or asserted against any of them in connection with or arising out of the Depositary's performance of the Depositary Agreement (other than certain excluded liabilities, including those that arise as a result of their own fraud, negligence, wilful misconduct, breach of the Depositary Agreement or breach of applicable law).
- 8.5.4 From time to time conflicts may arise between the Depositary and its delegate, for example, where an appointed delegate is an affiliated group company (as is the case) and is providing a product or service to the Company and has a financial or business interest in such product or service or where an appointed delegate is an affiliated group company which receives remuneration for other related custodial products or services it provides to the Company.
- 8.5.5 The Depositary Agreement is terminable by the Company upon not less than 90 days' written notice given to the Depositary, and by the Depositary upon not less than 120 days' written notice to the Company. It may be terminated earlier, including immediately upon notice, on the occurrence of certain events including, but not limited to, (i) the insolvency of either party to the agreement; or (ii) the commission of a material breach of the agreement by either party, in each case by the non-defaulting party.
- 8.5.6 The Depositary is entitled to receive an annual fee of the higher of £40,000 or 1.75 basis points of the Net Asset Value up to £150 million, 1.50 basis points of the Net Asset Value in excess of £150 million up to £300 million, 1.00 basis points of the Net Asset Value in excess of £300 million up to £500 million and 0.5 basis points of the Net Asset Value in excess of £500 million. In addition, the Depositary will be entitled to a variable custody fee which will depend on the type and location of the assets of the Company.

8.6 *Global Custody Agreement*

- 8.6.1 Pursuant to the terms of the Global Custody Agreement, the Depositary delegates custody functions under the Depositary Agreement to the Custodian who has agreed to provide custodial, settlement and other associated services to the Company.
- 8.6.2 The fees payable under the Depositary Agreement are paid in consideration for the services provided by the Custodian under the Global Custody Agreement.
- 8.6.3 The Company indemnifies the Custodian, its sub-custodians, and their respective nominees, directors, officers, employees and agents, in each case who are providing or have provided services to the Company pursuant to the Global Custody Agreement (the "**Custodian Indemnified Persons**") against, and hold them harmless from, any liabilities that may be imposed on, incurred by or asserted against any of the Custodian Indemnified Persons in connection with or arising out of (i) the Custodian performance of its obligations under the Global Custody Agreement, provided the Custodian Indemnified Persons have acted in good faith and have not acted with negligence or engaged in fraud or wilful default in connection with the Liabilities in question or breached the terms of the Global Custody Agreement or applicable law or (ii) any Custodian Indemnified Persons' status as a holder of record of the Company's assets.

8.6.4 The Global Custody Agreement will terminate at the same time as the Depositary Agreement is terminated.

8.7 *Receiving Agent Services Agreement*

8.7.1 The Company and Capita Asset Services have entered into the Receiving Agent Services Agreement dated 9 July 2015, pursuant to which the Company has appointed Capita Asset Services as Receiving Agent to the Company.

8.7.2 Under the terms of the Receiving Agent Services Agreement, the Receiving Agent is entitled to an hourly fee for professional advisory services at a minimum charge of £2,000, plus a minimum processing fee of £5,000. The Receiving Agent is also entitled to levy certain charges on a per item basis. The Receiving Agent will also be entitled to reimbursement of all out of pocket expenses reasonably and properly incurred by it in connection with its duties.

8.7.3 Either party may terminate the Receiving Agent Services Agreement upon service of written notice if:

- (A) the other party commits a material breach of its obligations under the Receiving Agent Services Agreement (including a payment default) which that party has failed to remedy within 14 days of receipt of a written notice to do so from the first party; or
- (B) a resolution is passed or an order made for the winding-up, dissolution or administration of the other party, or if the other party is declared insolvent or if an administrator, administrative receiver, manager or provisional liquidator (or similar officer to any of the foregoing in the relevant jurisdiction) is appointed over the whole of or a substantial part of the other party or its assets or undertakings.

8.7.4 The Receiving Agent Services Agreement limits the Receiving Agent's liability thereunder to the lesser of £250,000 or an amount equal to five times the fee payable to the Receiving Agent under the Receiving Agent Services Agreement.

8.7.5 The Receiving Agent Services Agreement also contains terms including a provision whereby the Company will indemnify, defend and hold harmless the Receiving Agent, its affiliates and their directors, officers, employees and agents (each, a "**Receiving Agent Indemnified Party**"), from and against any losses, damages, liabilities, professional fees (including but not limited to reasonable legal fees), court costs, and reasonable expenses, properly incurred by the Receiving Agent Indemnified Party resulting or arising from the Company's breach of the Receiving Agent Services Agreement, and in addition any third party claims, actions, proceedings, investigations or litigation relating to or arising from or in connection with the Receiving Agent Services Agreement or the services contemplated in the Receiving Agent Services Agreement, save where due to fraud, wilful default or negligence on the Receiving Agent Indemnified Party's part arising out of or in connection with the services contemplated in the Receiving Agent Services Agreement.

8.7.6 The Receiving Agent Services Agreement is governed by the laws of England and Wales.

8.8 *Registrar Services Agreement*

8.8.1 The Company and Capita Asset Services have entered into a Registrar Services Agreement dated 9 July 2015, pursuant to which Capita Asset Services has been appointed as Registrar to the Company. The Registrar shall be entitled to receive an annual maintenance fee of £2.00 per Shareholder account per annum, subject to a minimum charge of £3,750 per annum. The Registrar shall also be entitled to reimbursement of all out of pocket costs, expenses and charges properly incurred on behalf of the Company.

8.8.2 Either party may terminate the Registrar Services Agreement:

- (A) by service of three (3) months' written notice should the parties not reach an agreement regarding any increase of the fees; or
- (B) upon service of written notice if the other party commits a material breach of its obligations under the Registrar Services Agreement (including any payment default) which that party has failed to remedy within 45 days of receipt of a written notice to do so from the first party; or
- (C) upon service of written notice if a resolution is passed or an order made for the winding-up, dissolution or administration of the other party, or if the other party is declared insolvent or if an administrator, administrative receiver, manager or provisional liquidator (or similar officer to any of the foregoing in the relevant jurisdiction) is appointed over the whole of or a substantial part of the other party or its assets or undertakings.

8.8.3 The Registrar Services Agreement limits the Registrar's liability thereunder to the lesser of £500,000 or an amount equal to five times the annual fee payable.

8.8.4 The Registrar Services Agreement also contains terms including a provision whereby the Company will indemnify, defend and hold harmless the Registrar, its affiliates and their directors, officers, employees and agents (each, a "**Registrar Indemnified Party**"), from and against any losses, damages, liabilities, professional fees (including but not limited to reasonable legal fees), court costs, and reasonable expenses, excluding any special, incidental, indirect or consequential loss, direct or indirect loss of profits, or loss of goodwill, reputation or customers in connection with or arising out of the Registrar Services Agreement or the services rendered or to be rendered by the Registrar under the Registrar Services Agreement, properly incurred by the Registrar Indemnified Party resulting or arising from the Company's breach of the Registrar Services Agreement, and in addition any third party claims, actions, proceedings, investigations or litigation relating to or arising from or in connection with the Registrar Services Agreement or the services contemplated in the Registrar Services Agreement, save where due to fraud, wilful default or negligence on the Registrar Indemnified Party's part arising out of or in connection with the services contemplated in the Registrar Services Agreement.

8.8.5 The Receiving Agent Services Agreement is governed by the laws of England and Wales.

8.9 *Sale and Purchase Agreements*

8.9.1 In connection with the acquisition of limited partnership interests in the WHEB Funds, the Company has entered into sale and purchase agreements with certain limited partners of the WHEB Funds pursuant to which each such limited partner has agreed to sell and transfer its limited partnership interest and any and all rights, title and interest attached thereto (the "**Limited Partnership Interests**") in the relevant WHEB Fund(s).

8.9.2 The transfer to the Company of the Limited Partnership Interests by the limited partners and the cash payment by the Company in consideration for such transfer will occur at 7.00 a.m. on the date of Admission. The completion of such transfer is conditional upon the transferor participating in the Issue and Admission taking place on or before 1 September 2015 or such later date as the respective parties to the Sale and Purchase Agreements may agree.

8.9.3 The maximum aggregate liability of each party to a Sale and Purchase Agreement for all claims against that limited partner under the relevant Sale and Purchase Agreement shall in no circumstances (other than in the case of fraud, bad faith, or wilful non-disclosure on the part of the party) exceed an amount equal to the consideration paid pursuant to that Sale and Purchase Agreement, together with the reasonable costs of recovery (including reasonable legal fees in respect thereof) incurred by or on behalf of the other party.

8.9.4 The Sale and Purchase Agreements are governed by the laws of England and Wales.

9. Litigation

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

10. Significant Change

As at the date of this Prospectus, there has been no significant change in the financial or trading position of the Company since its incorporation.

11. Working Capital

The Company is of the opinion that the working capital available to it is sufficient for its present requirements, that is for at least 12 months from the date of this Prospectus.

12. Capitalisation and Indebtedness

As at the date of this Prospectus, the Company has no guaranteed, secured, unguaranteed or unsecured debt and no indirect or contingent indebtedness and the Company's issued share capital consists of 1 Ordinary Share and 5,000,000 Redeemable Preference Shares with no legal reserve or other reserves.

13. Third Party Information and Consents

- 13.1 Where third party information has been referenced in this Prospectus, the source of that third party information has been disclosed. Where information contained in this Prospectus has been so sourced, the Company confirms that such information has been accurately reproduced and, as far as the Company is aware and able to ascertain from information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading.
- 13.2 Numis has given and not withdrawn its written consent to the inclusion in this Prospectus of references to its name in the form and context in which it appears.
- 13.3 Each of Frostrow Capital LLP, WHEB Asset Management LLP, WHEB LLP and WHEB Capital Partners LLP have given and not withdrawn their written consent to the inclusion in this Prospectus of references to their respective names in the form and context in which they appear.
- 13.4 Any statement or opinion expressed in this Prospectus by the Menhaden Team shall be interpreted as a statement or opinion of Menhaden Capital Management LLP. Menhaden has given and not withdrawn its written consent to the inclusion in this Prospectus of the information and opinions contained under the sections entitled "Investment opportunity", "Investment approach" and "Portfolio Overview" in Part III of this Prospectus and any other information or opinion related to or attributed to it and the references thereto in the form and context in which they appear and has authorised such information and opinions.

14. General

- 14.1 The Company is not dependent on patents or licences, industrial, commercial or financial contracts or new manufacturing processes which are material to the Company's business or profitability.
- 14.2 In accordance with the Prospectus Rules, the Company will file with the FCA, and make available for inspection by the public, details of the number of Ordinary Shares issued under this Prospectus. The Company will also notify the issue of the Ordinary Shares through a Regulatory Information Service.

14.3 The effect of the Issue will be to increase the net assets of the Company. On the assumption that the Issue is subscribed as to 80 million Ordinary Shares, the fund raising is expected to increase the net assets of the Company by approximately £80 million. The Issue is expected to be earnings enhancing.

15. Additional AIFM Directive Disclosures

AIFM Directive leverage limits

For the purposes of the AIFM Directive, leverage is required to be calculated using two prescribed methods: (i) the gross method; and (ii) the commitment method; and expressed as the ratio between a fund's total exposure and its net asset value.

As measured using the gross method, the level of leverage to be incurred by the AIFM on behalf of the Company is not to exceed a ratio of 2:1.

As measured using the commitment method, the level of leverage to be incurred by the AIFM on behalf of the Company is not to exceed a ratio of 1.2:1.

Liquidity risk management

There is no right or entitlement attaching to Ordinary Shares that allows them to be redeemed or repurchased by the Company at the option of the Shareholder.

Liquidity risk is therefore the risk that a position held by the Company cannot be realised at a reasonable value sufficiently quickly to meet the obligations (primarily, debt) of the Company as they fall due.

In managing the Company's assets, therefore, the AIFM will seek to ensure that the Company holds at all times a Portfolio of assets that is sufficiently liquid to enable it to discharge its payment obligations.

16. New UK Rules on Marketing of Pooled Investments

The FCA Handbook contains rules restricting the marketing within the UK of certain pooled investments or 'funds', referred to in the FCA Handbook as non-mainstream pooled investments (NMPs), to 'ordinary retail clients'. These rules took effect on 1 January 2014. These rules currently do not apply to investment trusts.

17. Documents on Display

17.1 The following documents will be available for inspection during usual business hours on any day (Saturdays, Sundays and public holidays excepted) at the offices of Herbert Smith Freehills LLP, Exchange House, Primrose Street, London EC2A 2EG until the date of Admission:

17.1.1 this Prospectus; and

17.1.2 the Articles.

17.2 In addition, copies of this Prospectus are available, for inspection only, from the National Storage Mechanism (<http://www.hemscott.com/nsm.do>).

17.3 Further copies of this Prospectus may be obtained, free of charge, from the registered office of the Company as provided in section 1.1.4 of this Part VII and the principal place of business of the AIFM as provided in section 1.3 of this Part VII.

Dated: 9 July 2015

PART VIII

TERMS AND CONDITIONS OF APPLICATION UNDER THE PLACING

1. Introduction

Each Placee which confirms its agreement (whether orally or in writing) to Numis to subscribe for Ordinary Shares under the Placing will be bound by these terms and conditions and will be deemed to have accepted them. The Company and/or Numis may require any Placee to agree to such further terms and/or conditions and/or give such additional warranties and/or representations as it (in its absolute discretion) sees fit and/or may require any such Placee to execute a separate placing letter (a “**Placing Letter**”).

2. Agreement to subscribe for Ordinary Shares

Conditional on: (i) Admission occurring and becoming effective by 8.00 a.m. (London time) on 31 July 2015 (or such later time or date, not being later than 1 September 2015, as the Company, the AIFM and Numis may agree); (ii) the Sponsor and Placing Agreement becoming otherwise unconditional in all respects and not having been terminated in accordance with its terms; and (iii) Numis confirming to the Placees their allocation of Ordinary Shares, a Placee agrees to become a member of the Company and agrees to subscribe for those Ordinary Shares allocated to it by Numis at the Issue Price. in respect of the Ordinary Shares allocated to the Placee. To the fullest extent permitted by law, each Placee acknowledges and agrees that it will not be entitled to exercise any remedy of rescission at any time. This does not affect any other rights the Placee may have.

3. Payment for Ordinary Shares

3.1 Each Placee must pay the Issue Price for the Ordinary Shares issued to the Placee in the manner and by the time directed by Numis. If any Placee fails to pay as so directed and/or by the time required, the relevant Placee’s application for Ordinary Shares may, at the discretion of Numis, either be rejected or accepted and in the latter case section 3.2 of these terms and conditions shall apply.

3.2 Each Placee is deemed to agree that if it does not comply with its obligation to pay the Issue Price for the Ordinary Shares allocated to it in accordance with section 3.1 of these terms and conditions and Numis elects to accept that Placee’s application, Numis may sell all or any of the Ordinary Shares allocated to the Placee on such Placee’s behalf and retain from the proceeds, for Numis’s own account and profit, an amount equal to the aggregate amount owed by the Placee plus any interest due. The Placee will, however, remain liable for any shortfall below the aggregate amount owed by such Placee and it may be required to bear any tax or other charges (together with any interest or penalties) which may arise upon the sale of such Ordinary Shares on such Placee’s behalf.

4. Representations and warranties

By agreeing to subscribe for Ordinary Shares, each Placee which enters into a commitment to subscribe for Ordinary Shares will (for itself and any person(s) procured by it to subscribe for Ordinary Shares and any nominee(s) for any such person(s)) be deemed to agree, represent and warrant to each of the Company, the Registrar and Numis that:

4.1 in agreeing to subscribe for Ordinary Shares, it is relying solely on this Prospectus and any supplementary prospectus published by the Company subsequent to the date of this Prospectus and not on any other information given, or representation or statement made at any time, by any person concerning the Company or the Placing. It agrees that none of the Company, Numis or the Registrar, nor any of their respective officers, agents or employees, will have any liability for any other information or representation. It irrevocably and unconditionally waives any rights it may have in respect of any other information or representation;

- 4.2 the contents of this Prospectus and any supplementary prospectus published by the Company subsequent to the date of this Prospectus are exclusively the responsibility of the Company and its Directors (and other persons that accept liability for the whole or part of this Prospectus and any supplementary prospectus) and apart from the responsibilities and liabilities, if any, which may be imposed on Numis by FSMA or the regulatory regime established thereunder, none of Numis nor any person acting on their behalf nor any of their Affiliates accept any responsibility whatsoever for, and makes no representation or warranty, express or implied, as to the contents of this Prospectus or any supplementary prospectus published by the Company subsequent to the date of this Prospectus or for any other statement made or purported to be made by it, or on its behalf, in connection with the Company, the Ordinary Shares or the Issue and nothing in this Prospectus and any supplementary prospectus published by the Company subsequent to the date of this Prospectus will be relied upon as a promise or representation in this respect, whether or not to the past or future. Numis accordingly disclaims all and any responsibility or liability, whether arising in tort, contract or otherwise (save as referred to above), which it might otherwise have in respect of this Prospectus or any supplementary prospectus published by the Company subsequent to the date of this Prospectus or any such statement;
- 4.3 if the laws of any territory or jurisdiction outside the United Kingdom are applicable to its agreement to subscribe for Ordinary Shares, it warrants that it has complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with its application in any territory and that it has not taken any action or omitted to take any action which will result in the Company, Numis, the Registrar or any of their respective officers, agents, Affiliates or employees acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside the United Kingdom in connection with the Placing;
- 4.4 it does not have a registered address in, and is not a citizen, resident or national of, any jurisdiction in which it is unlawful to make or accept an offer of the Ordinary Shares and it is not acting on a non-discretionary basis for any such person;
- 4.5 it agrees that, having had the opportunity to read this Prospectus, it shall be deemed to have had notice of all information and representations contained in this Prospectus, that it is acquiring Ordinary Shares solely on the basis of this Prospectus and any supplementary prospectus published by the Company subsequent to the date of this Prospectus and no other information and that in accepting a participation in the Placing it has had access to all information it believes necessary or appropriate in connection with its decision to subscribe for Ordinary Shares;
- 4.6 it acknowledges that no person is authorised in connection with the Placing to give any information or make any representation other than as contained in this Prospectus and any supplementary prospectus published by the Company subsequent to the date of this Prospectus and, if given or made, any information or representation must not be relied upon as having been authorised by Numis, the Company or the Registrar;
- 4.7 it is not applying as, nor is it applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in section 67, 70, 93 or 96 (depository receipts and clearance services) of the Finance Act 1986;
- 4.8 it accepts that none of the Ordinary Shares have been or will be registered under the laws of any Restricted Territory. Accordingly, the Ordinary Shares may not be offered, sold, issued or delivered, directly or indirectly, within any Restricted Territory unless an exemption from any registration requirement is available;
- 4.9 if it is receiving the offer in circumstances under which the laws or regulations of a jurisdiction other than the United Kingdom would apply, that it is a person to whom the Ordinary Shares may be lawfully offered under that other jurisdiction's laws and regulations;

- 4.10 if it is a resident in the EEA (other than the United Kingdom), it is (a) a “Qualified Investor” within the meaning of the law in the Relevant Member State implementing Article 2(1)(e)(i), (ii) or (iii) of the Prospectus Directive;
- 4.11 if it is a professional investor (as such term is given meaning in the AIFM Directive) resident, domiciled in, or with a registered office in, the EEA, it confirms that the Ordinary Shares have only been promoted, offered, placed or otherwise marketed to it, and the subscription will be made from, (a) a country outside the EEA; (b) a country in the EEA that has not transposed the AIFM Directive as at the date of the Placée’s commitment to subscribe is made; or (c) Cyprus, Germany, Ireland, Luxembourg, Norway or the United Kingdom;
- 4.12 if it is outside the United Kingdom, neither this Prospectus nor any other offering, marketing or other material in connection with the Placing constitutes an invitation, offer or promotion to, or arrangement with, it or any person whom it is procuring to subscribe for Ordinary Shares pursuant to the Placing unless, in the relevant territory, such offer, invitation or other course of conduct could lawfully be made to it or such person and such documents or materials could lawfully be provided to it or such person and Ordinary Shares could lawfully be distributed to and subscribed and held by it or such person without compliance with any unfulfilled approval, registration or other regulatory or legal requirements;
- 4.13 it acknowledges that neither Numis nor any of its respective Affiliates nor any person acting on its or their behalf is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing or providing any advice in relation to the Placing and participation in the Placing is on the basis that it is not and will not be a client of Numis nor any of its Affiliates and that neither Numis nor any of its Affiliates have any duties or responsibilities to it for providing the protections afforded to its or their respective clients or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in these terms and conditions or in any Placing Letter, where relevant;
- 4.14 it is acquiring the Ordinary Shares in an “offshore transaction” as defined in, and in accordance with, Regulation S and it is not acquiring the Ordinary Shares for the account or benefit of a US Person;
- 4.15 it confirms that any of its clients, whether or not identified to Numis or any of its Affiliates or agents, will remain its sole responsibility and will not become clients of Numis or any of its Affiliates or agents for the purposes of the rules of the Financial Conduct Authority or for the purposes of any other statutory or regulatory provision;
- 4.16 where it or any person acting on its behalf is dealing with Numis, any money held in an account with Numis on its behalf and/or any person acting on its behalf will not be treated as client money within the meaning of the relevant rules and regulations of the Financial Conduct Authority which therefore will not require Numis to segregate such money as that money will be held by Numis under a banking relationship and not as trustee;
- 4.17 it has not and will not offer or sell any Ordinary Shares to persons in the United Kingdom, except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted and which will not result in an offer to the public in the United Kingdom within the meaning of section 102B of FSMA;
- 4.18 it is an “eligible counterparty” within the meaning of Chapter 3 of the FCA’s Conduct of Business Sourcebook and it is subscribing for or purchasing the Ordinary Shares for investment only and not for resale or distribution;
- 4.19 it irrevocably appoints any Director of the Company and any director of Numis to be its agent and on its behalf (without any obligation or duty to do so), to sign, execute and deliver any documents and do all acts, matters and things as may be necessary for, or incidental to, its subscription for all or any

of the Ordinary Shares for which it has given a commitment under the Placing, in the event of its own failure to do so;

- 4.20 it accepts that if the Placing does not proceed or the conditions to the Sponsor and Placing Agreement are not satisfied or, the Sponsor and Placing Agreement is terminated prior to Admission for any reason whatsoever or the Ordinary Shares for which valid applications are received and accepted are not admitted to the premium segment of the Official List and to trading on the Main Market for any reason whatsoever, then none of the Numis, the Company or any of their respective Affiliates, nor persons controlling, controlled by or under common control with any of them nor any of their respective employees, agents, officers, members, stockholders, partners or representatives, shall have any liability whatsoever to it or any other person;
- 4.21 it has not taken any action or omitted to take any action which will or may result in Numis the Company or any of their respective directors, officers, agents, Affiliates, employees or advisers being in breach of the legal or regulatory requirements of any territory in connection with the Placing or its subscription of Ordinary Shares pursuant to the Placing;
- 4.22 in connection with its participation in the Placing it has observed all relevant legislation and regulations, in particular (but without limitation) those relating to money laundering and countering terrorist financing and that its application is only made on the basis that it accepts full responsibility for any requirement to identify and verify the identity of its clients and other persons in respect of whom it has applied. In addition, it warrants that it is a person: (i) subject to the Money Laundering Regulations 2007 in force in the United Kingdom; or (ii) subject to the Money Laundering Directive (2005/60/EC of the European Parliament and of the EC Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing); or (iii) acting in the course of a business in relation to which an overseas regulatory authority exercises regulatory functions and is based or incorporated in, or formed under the law of, a country in which there are in force provisions at least equivalent to those required by the Money Laundering Directive;
- 4.23 due to anti-money laundering and the countering of terrorist financing requirements, Numis and/or the Company may require proof of identity of the Placee and related parties and verification of the source of the payment before the application can be processed and that, in the event of delay or failure by the Placee to produce any information required for verification purposes, Numis and/or the Company may refuse to accept the application and the subscription monies relating thereto. It holds harmless and will indemnify Numis and/or the Company against any liability, loss or cost ensuing due to the failure to process the application, if such information as has been required has not been provided by it or has not been provided on a timely basis;
- 4.24 it and each person or body (including, without limitation, any local authority or the managers of any pension fund) on whose behalf it accepts Ordinary Shares pursuant to the Placing or to whom it allocates such Ordinary Shares have the capacity and authority to enter into and to perform their obligations as a Placee of the Ordinary Shares and will honour those obligations;
- 4.25 as far as it is aware it is not acting in concert (within the meaning given in The City Code on Takeovers and Mergers) with any other person in relation to the Company and it is not a related party of the Company for the purposes of the Listing Rules;
- 4.26 Numis and the Company (and any agent on their behalf) are entitled to exercise any of their rights under the Sponsor and Placing Agreement or any other right in their absolute discretion without any liability whatsoever to them (or any agent acting on their behalf);
- 4.27 the representations, undertakings and warranties contained in this Prospectus or in any Placing Letter, where relevant, are irrevocable. It acknowledges that Numis and the Company and their respective Affiliates will rely upon the truth and accuracy of such representations and warranties and it agrees that if any of the representations or warranties made or deemed to have been made by its subscription of the Ordinary Shares are no longer accurate, it shall promptly notify Numis and the Company;

- 4.28 it confirms that it is not, and at Admission will not be, an Affiliate of the Company or a person acting on behalf of such Affiliate, and it is not acquiring Ordinary Shares for the account or benefit of an Affiliate of the Company or of a person acting on behalf of such an Affiliate;
- 4.29 it will (or will procure that its nominee will) if applicable, make notification to the Company of the interest in its Ordinary Shares in accordance with Rule 5 of the Disclosure Rules and Transparency Rules issued by the FCA and made under Part VII of FSMA as they apply to the Company;
- 4.30 it accepts that the allocation of Ordinary Shares shall be determined by Numis (in its absolute discretion) in consultation with the Company and that such persons may scale down any applications for this purpose on such basis as they may determine; and
- 4.31 time shall be of the essence as regards its obligations to settle payment for the Ordinary Shares and to comply with its other obligations under the Placing.

5. Supply and disclosure of information

If Numis, the Registrar or the Company or any of their agents request any information in connection with a Placee's agreement to subscribe for Ordinary Shares under the Placing or to comply with any relevant legislation, such Placee must promptly disclose it to them.

6. Data protection

- 6.1 Pursuant to the Data Protection Act 1998 (the "**DP Act**") the Company and/or the Registrar may hold personal data (as defined in the DP Act) relating to past and present Shareholders.
- 6.2 Such personal data held is used by the Registrar to maintain the Register and mailing lists and this may include sharing such data with third parties when (a) effecting the payment of dividends and other distributions to Shareholders and (b) filing returns of Shareholders and their respective transactions in Ordinary Shares with statutory bodies and regulatory authorities. Personal data may be retained on record for a period exceeding six years after it is no longer used.
- 6.3 By becoming registered as a holder of Ordinary Shares, a person becomes a data subject (as defined in the DP Act) and is deemed to have consented to the processing by the Company or its Registrar of any personal data relating to them in the manner described above.

7. Miscellaneous

- 7.1 The rights and remedies of the Company, Numis and the Registrar under these terms and conditions are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.
- 7.2 On application, if a Placee is a discretionary fund manager, that Placee may be asked to disclose in writing or orally the jurisdiction in which its funds are managed or owned. All documents provided in connection with the Placing will be sent at the Placee's risk. They may be returned by post to such Placee at the address notified by such Placee.
- 7.3 Each Placee agrees to be bound by the Articles (as amended from time to time) once the Ordinary Shares, which the Placee has agreed to subscribe for pursuant to the Placing, have been acquired by the Placee. The contract to subscribe for Ordinary Shares under the Placing, or any non-contractual obligations arising under or in connection with the Placing, and the appointments and authorities mentioned in this Prospectus will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of Numis, the Company and the Registrar, each Placee irrevocably submits to the jurisdiction of the courts of England and Wales and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum. This does not prevent an action being taken against a Placee in any other jurisdiction.

- 7.4 In the case of a joint agreement to subscribe for Ordinary Shares under the Placing, references to a “Placee” in these terms and conditions are to each of the Placees who are a party to that joint agreement and their liability is joint and several.
- 7.5 Numis and the Company expressly reserve the right to modify the Placing (including, without limitation, its timetable and settlement) at any time before allocations are determined.
- 7.6 The Placing is subject to the satisfaction of the conditions contained in the Sponsor and Placing Agreement and the Sponsor and Placing Agreement not having been terminated prior to Admission. For further details of the terms of the Sponsor and Placing Agreement please refer to the section entitled “Material Contracts” in Part VII of this Prospectus.

PART IX

TERMS AND CONDITIONS OF APPLICATION UNDER THE OFFER FOR SUBSCRIPTION

1. Introduction

- 1.1 If you apply for Ordinary Shares under the Offer, you will be agreeing with the Company, the Registrar and the Receiving Agent to the Terms and Conditions of Application set out below. Potential investors should note the section entitled “Notes on how to complete the Application Form for the Offer”.
- 1.2 The Application Form may also be used to subscribe for Ordinary Shares on such other terms and conditions as may be agreed in writing between the applicant and the Company.

2. Offer to subscribe for Ordinary Shares

- 2.1 Your application must be made on the Application Form attached at Appendix 1 to this Prospectus or as may be otherwise published by the Company. By completing and delivering an Application Form, you, as the applicant, and, if you sign the Application Form on behalf of another person or a corporation, that person or corporation:
 - 2.1.1 offer to subscribe for such number of Ordinary Shares at 100 pence per Ordinary Share as may be purchased by the subscription amount specified in Box 1 on your Application Form (being a minimum of £1,000, or such smaller number for which such application is accepted, and in multiples of £100) on the terms, and subject to the conditions, set out in this Prospectus, including these Terms and Conditions of Application and the Articles (as amended from time to time);
 - 2.1.2 agree that in respect of any Ordinary Shares for which you wish to subscribe under the Offer you will submit payment in Sterling;
 - 2.1.3 agree that, in consideration of the Company agreeing that it will not, prior to the date of Admission, offer for subscription any Ordinary Shares to any person other than by means of the procedures referred to in this Prospectus, your application may not be revoked (subject to any legal right to withdraw your application which arises as a result of any supplementary prospectus being published by the Company subsequent to the date of this Prospectus) and that this section shall constitute a collateral contract between you and the Company which will become binding upon despatch by post to, or in the case of delivery by hand, on receipt by the Receiving Agent of, your Application Form;
 - 2.1.4 undertake to pay the amount specified in Box 1 on your Application Form in full on application and warrant that the remittance accompanying your Application Form will be honoured on first presentation and agree that if such remittance is not so honoured you will not be entitled to receive the share certificates for the Ordinary Shares applied for in certificated form or be entitled to commence dealing in the Ordinary Shares applied for in uncertificated form or to enjoy or receive any rights in respect of such Ordinary Shares unless and until you make payment in cleared funds for such Ordinary Shares and such payment is accepted by the Receiving Agent (which acceptance shall not constitute an acceptance of your application under the Offer and shall be in its absolute discretion and on the basis that you indemnify the Receiving Agent, the Company and Numis against all costs, damages, losses, expenses and liabilities arising out of, or in connection with, the failure of your remittance to be honoured on first presentation) and the Company may (without prejudice to any other rights it may have) void the agreement to allot the Ordinary Shares and may allot them to some other person, in which case you will not be entitled to any refund or payment in respect thereof (other than the refund by way of a cheque, in your favour, at your risk, for an amount equal to the proceeds of the remittance which accompanied your Application Form, without interest);

- 2.1.5 agree that where on your Application Form a request is made for Ordinary Shares to be deposited into a CREST Account, the Receiving Agent may in its absolute discretion amend the form so that such Ordinary Shares may be issued in certificated form registered in the name(s) of the applicant(s) specified in your Application Form (and recognise that the Receiving Agent will so amend the form if there is any delay in satisfying the identity of the applicant or the owner of the CREST Account or in receiving your remittance in cleared funds);
- 2.1.6 agree, in respect of applications for Ordinary Shares in certificated form (or where the Receiving Agent exercises its discretion pursuant to section 2.1.5 above to issue Ordinary Shares in certificated form), that any share certificate to which you or, in the case of joint applicants, any of the persons specified by you in your Application Form may become entitled or pursuant to section 2.1.5 above (and any monies returnable to you) may be retained by the Receiving Agent:
- (i) pending clearance of your remittance;
 - (ii) pending investigation of any suspected breach of the warranties contained in section 6 below or any other suspected breach of these Terms and Conditions of Application; or
 - (iii) pending any verification of identity which is, or which the Receiving Agent or the Company considers may be, required for the purpose of applicable anti-money laundering requirements,
- and any interest accruing on such retained monies shall accrue to and for the benefit of the Company;
- 2.1.7 agree, on the request of the Receiving Agent, to disclose promptly in writing to it such information as the Receiving Agent may request in connection with your application and authorise the Receiving Agent to disclose any information relating to your application which it may consider appropriate;
- 2.1.8 agree that, if evidence of identity satisfactory to the Receiving Agent is not provided to the Receiving Agent within a reasonable time (in the opinion of the Receiving Agent) following a request therefor, the Company may terminate the agreement with you to allot Ordinary Shares and, in such case, the Ordinary Shares which would otherwise have been allotted to you may be re-allotted or sold to some other party and the lesser of your application monies or such proceeds of sale (as the case may be, with the proceeds of any gain derived from a sale accruing to the Company) will be returned to the bank account on which the payment accompanying the application was first drawn without interest and at your risk;
- 2.1.9 agree that you are not applying on behalf of a person engaged in money laundering, drug trafficking or terrorism;
- 2.1.10 undertake to ensure that, in the case of an Application Form signed by someone else on your behalf, the original of the relevant power of attorney (or a complete copy certified by a solicitor or notary) is enclosed with your Application Form together with full identity documents for the person so signing;
- 2.1.11 undertake to pay interest at the rate described in section 3.3 below if the remittance accompanying your Application Form is not honoured on first presentation;
- 2.1.12 authorise the Receiving Agent to procure that there be sent to you definitive certificates in respect of the number of Ordinary Shares for which your application is accepted or if you have completed section 7 on your Application Form, but subject to section 2.1.5 above, to deliver the number of Ordinary Shares for which your application is accepted into CREST, and/or to return any monies returnable by cheque in your favour without interest and at your risk;
- 2.1.13 confirm that you have read and complied with section 8 of this Part IX;

- 2.1.14 agree that all subscription cheques and payments will be processed through a bank account in the name of CAPITA REGISTRARS LIMITED RE: PROJECT GRAN TURISMO – ACCEPTANCE A/C opened with the Receiving Agent;
- 2.1.15 agree that your Application Form is addressed to the Company and the Receiving Agent;
- 2.1.16 agree that, if a fractional entitlement to an Ordinary Share arises on your application, the number of Ordinary Shares issued to you will be rounded down to the nearest whole number and any fractions shall be retained by the Company for its benefit; and
- 2.1.17 acknowledge that the Issue will not proceed if the Gross Proceeds would be less than £80 million.
- 2.2 Any application may be rejected in whole or in part at the sole discretion of the Company.

3. Acceptance of your Offer

- 3.1 The Receiving Agent may, on behalf of the Company, accept your offer to subscribe (if your application is received, valid (or treated as valid), processed and not rejected) for Ordinary Shares either:
- 3.1.1 by notifying the UK Listing Authority of the basis of allocation (in which case the acceptance will be on that basis); or
- 3.1.2 by notifying acceptance to the Company.
- 3.2 The basis of allocation will be determined by Numis (in its absolute discretion) in consultation with the Company. The right is reserved notwithstanding the basis as so determined to reject in whole or in part and/or scale back any application on such basis as they may determine. The right is reserved to treat as valid any application not complying fully with these Terms and Conditions of Application or not in all respects completed or delivered in accordance with the instructions accompanying the Application Form. In particular, but without limitation, the Company may accept an application made otherwise than by completion of an Application Form where you have agreed with the Company in some other manner to apply in accordance with these Terms and Conditions of Application. The Company and Receiving Agent reserve the right (but shall not be obliged) to accept Application Forms and accompanying remittances which are received otherwise than in accordance with these Terms and Conditions of Application.
- 3.3 The Receiving Agent will present all cheques and bankers' drafts for payment on receipt and will retain documents of title and surplus monies pending clearance of successful applicants' payments. The Receiving Agent may, as agent of the Company, require you to pay interest or its other resulting costs (or both) if the payment accompanying your application is not honoured on first presentation. If you are required to pay interest you will be obliged to pay the amount determined by the Company, to be the interest on the amount of the payment from the date on which all payments in cleared funds are due to be received until the date of receipt of cleared funds. The rate of interest will be the then published bank base rate of a clearing bank selected by the Receiving Agent plus 2 per cent. per annum. The right is also reserved to reject in whole or in part, or to scale down or limit, any application.
- 3.4 The Company reserves the right in its absolute discretion (but shall not be obliged) to accept applications for less than the minimum subscription.

4. Conditions

- 4.1 The contracts created by the acceptance of applications (in whole or in part) under the Offer will be conditional upon:
- 4.1.1 Admission occurring by 8.00 a.m. on 31 July 2015 (or such later date, not being later than 1 September 2015, as the Company and Numis may agree);

- 4.1.2 the Sponsor and Placing Agreement becoming wholly unconditional (save as to Admission) and not being terminated in accordance with its terms before Admission becomes effective; and
- 4.1.3 the Gross Proceeds being at least £80 million.
- 4.2 You will not be entitled to exercise any remedy of rescission for innocent misrepresentation (including pre-contractual representations) at any time after acceptance. This does not affect any other right you may have.

5. Return of Application Monies

Where application monies have been banked and/or received, if any application is not accepted in whole, or is accepted in part only, or if any contract created by acceptance does not become unconditional, the application monies or, as the case may be, the balance of the amount paid on application will be returned without interest and after the deduction of any applicable bank charges by returning your cheque, or by crossed cheque in your favour, by post at the risk of the person(s) entitled thereto. In the meantime, application monies will be retained by the Receiving Agent in a separate non-interest bearing account.

6. Warranties

- 6.1 By completing an Application Form, you:
 - 6.1.1 warrant that, if you sign the Application Form on behalf of somebody else or on behalf of a corporation, you have due authority to do so on behalf of that other person and that such other person will be bound accordingly and will be deemed also to have given the confirmations, warranties and undertakings contained in these Terms and Conditions of Application and undertake to enclose your power of attorney or other authority or a complete copy thereof duly certified by a solicitor or notary;
 - 6.1.2 acknowledge that the representations, warranties and agreements set out in this Prospectus, including those set out in the section entitled “United States transfer restrictions” in Part IV of this Prospectus, and further represent and warrant that you are either (a) not a US Person (or acquiring the Ordinary Shares for the account or benefit of any US Person), not located within the United States and subscribing for Ordinary Shares in an “offshore transaction” as defined in Regulation S, or (b) an “accredited investor” as defined in Rule 501(a) of Regulation D under the US Securities Act (an “**Accredited Investor**”) who is also a “qualified purchaser” as defined in Section 2(a)(51) and related rules of the US Investment Company Act (a “**Qualified Purchaser**”) and are acquiring the Shares from the Company only for your own account or for the account of another individual or entity that is both an Accredited Investor and a Qualified Purchaser, and where you are subscribing for Ordinary Shares for one or more managed, discretionary or advisory accounts, you have received written authorisation from each account: (i) to subscribe for the Ordinary Shares for each account; (ii) to make, on each account’s behalf, the representations, warranties and agreements set out in this Prospectus; and (iii) to receive, on behalf of each account, any documentation relating to the Issue in the form provided by the Company, Numis or the Receiving Agent. You agree that the provisions of this section shall survive any resale of the Ordinary Shares by or on behalf of any such account;
 - 6.1.3 warrant, if the laws of any territory or jurisdiction other than the United Kingdom are applicable to your application, that you have complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with your application in any territory and that you have not taken any action or omitted to take any action which will result in the Company, Numis or the Receiving Agent, or any of their respective officers, agents or employees, acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside the United Kingdom in connection with the Offer in respect of your application;

- 6.1.4 represent and warrant that, if you have a registered address or are otherwise resident or domiciled in an EEA state:
- (A) you are a “professional investor” within the meaning of the AIFM Directive (unless you are also eligible to participate in the Offer being made in the United Kingdom); and
 - (B) you have not been marketed to or received any marketing materials in any EEA state other than Cyprus, Germany, Ireland, Luxembourg, Norway and the United Kingdom or any member state of the European Economic Area that has not transposed the AIFM Directive;
- 6.1.5 warrant that you do not have a registered address in, and are not a citizen, resident or national of, any jurisdiction in which it is unlawful to make or accept an offer of the Ordinary Shares and you are not acting on a non-discretionary basis for any such person;
- 6.1.6 confirm that in making an application you are not relying on any information or representations in relation to the Company and the Ordinary Shares other than those contained in this Prospectus and any supplementary prospectus published by the Company subsequent to the date of this Prospectus (on the basis of which alone your application is made) and accordingly you agree that no person responsible solely or jointly for this Prospectus or any part thereof shall have any liability for any such other information or representation;
- 6.1.7 agree that, having had the opportunity to read this Prospectus, you shall be deemed to have had notice of all information and representations contained therein;
- 6.1.8 acknowledge that no person is authorised in connection with the Offer to give any information or make any representation other than as contained in this Prospectus and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, Numis, the Receiving Agent or any of their Affiliates;
- 6.1.9 warrant that you are not under the age of 18 on the date of your application;
- 6.1.10 agree that all documents and monies sent by post to, by or on behalf of the Company, or the Receiving Agent, will be sent at your risk and, in the case of documents and returned application cheques and payments to be sent to you, may be sent to you at your address (or, in the case of joint applicants, the address of the first-named applicant) as set out in your Application Form;
- 6.1.11 confirm that you have reviewed the restrictions contained in section 8 of Part IX of this Prospectus and warrant, to the extent relevant, that you (and any person on whose behalf you apply) comply or have complied with the provisions therein;
- 6.1.12 agree that, in respect of those Ordinary Shares for which your Application Form has been received and processed and not rejected, acceptance of your Application Form shall be constituted by the Company instructing the Registrar to enter your name on the Company’s Register;
- 6.1.13 agree that all applications, acceptances of applications and contracts resulting therefrom under the Offer shall be governed by and construed in accordance with the laws of England and Wales and that you submit to the jurisdiction of the English Courts and agree that nothing shall limit the right of the Company to bring any action, suit or proceedings arising out of or in connection with any such applications, acceptances of applications and contracts in any other manner permitted by law or in any court of competent jurisdiction;
- 6.1.14 irrevocably authorise the Company, Numis or the Receiving Agent or any other person authorised by any of them, as your agent, to do all things necessary to effect registration of any Ordinary Shares subscribed by or issued to you into your name and authorise any representatives of the Company, Numis and/or the Receiving Agent to execute any documents required therefor and to enter your name on the Company’s Register;

- 6.1.15 warrant that you are: (i) highly knowledgeable and experienced in business and financial matters as to be capable of evaluating the merits and risks of an investment in the Ordinary Shares; (ii) fully understand the risks associated with such investment; and (iii) are able to bear the economic risk of your investment in the Company and are currently able to afford the complete loss of such investment;
- 6.1.16 agree to provide the Company, Numis and the Receiving Agent with any information which any of them may request in connection with your application or to comply with any other relevant legislation (as the same may be amended from time to time) including without limitation satisfactory evidence of identity to ensure compliance with applicable anti-money laundering provisions;
- 6.1.17 agree that each of the Receiving Agent and Numis are acting for the Company in connection with the Offer and for no-one else and that they will not treat you as their customer by virtue of such application being accepted or owe you any duties or responsibilities concerning the price of Ordinary Shares or concerning the suitability of Ordinary Shares for you or be responsible to you for providing the protections afforded to their customers;
- 6.1.18 warrant that the information contained in your Application Form is true and accurate; and
- 6.1.19 agree that if you request that Ordinary Shares are issued to you on a date other than Admission and such Ordinary Shares are not issued on such date that the Company and its agents and Directors will have no liability to you arising from the issue of such Ordinary Shares on a different date.
- 6.2 If you are located or resident in the United States or otherwise are a US Person, in addition to the warranties set forth in paragraph 6.1, you:
- 6.2.1 understand that, to be an Accredited Investor (i) an individual must have (a) a net worth that, at the time of acquiring the Ordinary Shares, exceeds US\$1 million, individually or jointly with the individual's spouse, exclusive of the value of the primary residence of such individual or (b) an individual income in excess of US\$200,000 in each of the two most recent years or joint income with the individual's spouse in excess of US\$300,000 in each of those years, with a reasonable expectation of reaching the same income level in the current year; (ii) an individual must be a director, executive officer, or general partner of the Company, or a director, executive officer, or general partner of a general partner of the Company; or (iii) any other entity must be an Accredited Investor as defined in Rule 501(a) of Regulation D;
- 6.2.2 understand that, to be a Qualified Purchaser (i) an individual must own not less than US\$5,000,000 in investments or (ii) any other entity must be a Qualified Purchaser as defined in Section 2(a)(51) under the US Investment Company Act;
- 6.2.3 are knowledgeable, sophisticated and experienced in business and financial matters as to be capable of evaluating, and have evaluated, the merits and risks of an investment in the Ordinary Shares and fully understand the limitations on ownership and transfer and the restrictions on sales of the Ordinary Shares. You are able to bear the economic risk of your investment in the Ordinary Shares and are currently able to afford the complete loss of such investment;
- 6.2.4 were not formed for the purpose of investing in the Ordinary Shares or to permit the Company to avoid classification as an investment company under the US Investment Company Act;
- 6.2.5 understand and acknowledge that the Company has not registered and will not register under the US Investment Company Act and that the Company has elected to impose the transfer and offering restrictions with respect to persons in the United States and US Persons described herein so that the Company will qualify for the exemption provided by Section 3(c)(7) of the US Investment Company Act and will have no obligation to register as an "investment company" even if it were otherwise determined to be an "investment company";

- 6.2.6 confirm that (i) no portion of the assets used to purchase, and no portion of the assets used to hold, the Ordinary Shares or any beneficial interest therein constitutes or will constitute the assets of (A) an “employee benefit plan” as defined in Section 3(3) of ERISA that is subject to Title I of ERISA; (B) a “plan” as defined in Section 4975 of the US Internal Revenue Code of 1986, as amended (the “**US Tax Code**”), including an individual retirement account or other arrangement that is subject to Section 4975 of the US Tax Code; or (C) an entity whose underlying assets are considered to include “plan assets” by reason of investment by an “employee benefit plan” or “plan” described in preceding clause (A) or (B) in such entity pursuant to the US Plan Asset Regulations and (ii) if you are a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non US law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the US Tax Code, your purchase, holding, and disposition of the Ordinary Shares will not constitute or result in a non-exempt violation of any such substantially similar law;
- 6.2.7 understand and acknowledge that, under United States federal tax laws, the Ordinary Shares will be considered an equity interest in a passive foreign investment company (a “**PFIC**”) (as defined in the US Tax Code). You further understand and acknowledge that you may be subject to adverse US federal income tax consequences as a result of the Company’s PFIC status, and you agree that you will seek your own independent specialist advice with respect to the US tax consequences of its interest in the Ordinary Shares;
- 6.2.8 have consulted your own tax advisers as to the particular tax considerations applicable to you relating to the purchase, ownership and disposition of the Ordinary Shares, including the applicability of United States federal, state and local tax laws;
- 6.2.9 are purchasing the Ordinary Shares for your own account or for one or more investment accounts for which you are acting as a fiduciary agent, in each case for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the Ordinary Shares in any manner that would violate the US Securities Act, the US Investment Company Act or any other applicable securities laws;
- 6.2.10 understand that the Ordinary Shares to be purchased by you are “restricted securities” as defined in Rule 144(a)(3) under the US Securities Act, and acknowledge that neither the Company nor any of its affiliates, makes any representation as to the availability of any exemption under the US Securities Act for the re-offer, re-sale, pledge or transfer of the Ordinary Shares;
- 6.2.11 agree on your own behalf and on behalf of any accounts for which you are acting, that if you should deposit any Ordinary Shares with a custodian, you will do so only after notifying the Company, with copies to the Company Secretary and Registrar, that you intend to deposit Ordinary Shares with a custodian in accordance with the terms of this paragraph 6.2.11 and obtaining from the custodian a signed letter, set out in Appendix 2 to this Prospectus, addressed to the Company, with copies to the Company Secretary and Registrar, in which the custodian agrees (i) to hold the Ordinary Shares only in certificated form, and (ii) not to issue a request to the Registrar for such Ordinary Shares to be dematerialised unless the undersigned obtains a written certification from the transferor in the form of the Offshore Transaction Letter, set out in Appendix 3 to this Prospectus, addressed to the Company, with copies to the Company Secretary and Registrar.
- 6.2.12 acknowledge the Placing and Offer are being carried on outside the United States, and that the Prospectus has (i) been prepared for such Placing and Offer and not for your investment, and (ii) not been prepared on the standard customarily expected of an offering that involves an offering in the United States and may not contain information which you may expect to see for an offering in the United States;
- 6.2.13 acknowledge that each of the Company and its directors, officers, agents, employees and advisers and others, including Numis and its affiliates, will rely on these representations,

warranties, acknowledgments and agreements as a basis for exemption of the sale of the Ordinary Shares under the US Securities Act, the US Investment Company Act, under the securities laws of all applicable states, for compliance with ERISA and the US Tax Code and for other purposes and, if you are purchasing the Ordinary Shares as a fiduciary or agent for one or more accounts, you have sole investment discretion with respect to each such account and full power to make such foregoing representations, warranties, acknowledgments and agreements on behalf of each such account. If any of the representations, warranties, acknowledgments or agreements made by you cease to be accurate or have not been complied with, you will immediately notify the Company that this is the case;

6.2.14 understand and acknowledge that no agency of the United States or any state thereof has made any finding or determination as to the fairness of the terms of, or any recommendation or endorsement in respect of, the Ordinary Shares; and

6.2.15 agree to provide, together with the completed and signed Application Form, a completed and signed IRS Form W-9.

7. Money Laundering

7.1 You agree that, in order to ensure compliance with the UK Money Laundering Regulations 2007 (where applicable), the Receiving Agent or the AIFM may respectively at their absolute discretion require verification of identity from any person lodging an Application Form.

7.2 The Receiving Agent may undertake electronic searches for the purposes of verifying your identity. To do so the Receiving Agent may verify the details against your identity, but may also request further proof of your identity. The Receiving Agent reserves the right to withhold any entitlement (including any refund cheque) until such verification of identity is completed to its satisfaction.

7.3 Payments being made by cheque or banker's draft must be made in Sterling drawn on a United Kingdom branch of a bank or building society. Cheques, which must be drawn on your personal account where you have sole or joint title to the funds, should be made payable to CAPITA REGISTRARS LIMITED RE: PROJECT GRAN TURISMO – ACCEPTANCE A/C. Third party cheques will not be accepted with the exception of building society cheques or bankers' drafts where the building society or bank has confirmed the name of the account holder by stamping or endorsing the cheque/banker's draft by following the instructions in section 7.7 below.

7.4 The bank account name should be the same as that shown on the Application Form.

7.5 Where you appear to the Receiving Agent to be acting on behalf of some other person certifications of identity of any persons on whose behalf you appear to be acting may be required.

7.6 Failure to provide the necessary evidence of identity may result in application(s) being rejected or delays in the despatch of documents.

7.7 In all circumstances, verification of the identity of applicants will be required. If you use a building society cheque, banker's draft or money order you should ensure that the bank or building society enters the name, address and account number of the person whose account is being debited on the reverse of the cheque, banker's draft or money order and adds its stamp. The name on the bank account must be the same as that stated on the Application Form.

7.8 You should endeavour to have the certificate contained in Box 8 of the Application Form signed by an appropriate firm as described in that Box. If you cannot provide the certificate, you must provide with the Application Form the identity documents detailed in section 7 of the Application Form.

8. Overseas Investors

The attention of existing and potential investors who are not resident in, or who are not citizens of, the United Kingdom is drawn to this section 8:

- 8.1 The offer of Ordinary Shares under the Offer to persons who are resident in, or citizens of, countries other than the United Kingdom (“**Overseas Investors**”) may be affected by the law of the relevant jurisdictions. Such persons should consult their professional advisers as to whether they require any government or other consents or need to observe any applicable legal requirements to enable them to subscribe for Ordinary Shares under the Offer. It is the responsibility of all Overseas Investors receiving this Prospectus and/or wishing to subscribe to the Ordinary Shares under the Offer, to satisfy themselves as to full observance of the laws of any relevant territory or jurisdiction in connection therewith, including obtaining all necessary governmental or other consents that may be required and observing all other formalities requiring to be observed and paying any issue, transfer or other taxes due in such territory.
- 8.2 No person receiving a copy of this Prospectus in any territory other than the United Kingdom may treat the same as constituting an offer or invitation to him, unless in the relevant territory such an offer can lawfully be made to him without compliance with any further registration or other legal requirements.
- 8.3 Persons (including, without limitation, nominees and trustees) receiving this Prospectus should not distribute or send it to any US Person or in or into the United States, Australia, Canada, South Africa or Japan, their respective territories or possessions or any other jurisdiction where to do so would or might contravene local securities laws or regulations.
- 8.4 The Company reserves the right to treat as invalid any agreement to subscribe for Ordinary Shares pursuant to the Offer if it appears to the Company or its agents to have been entered into in a manner that may involve a breach of the securities legislation of any jurisdiction.

9. Data protection

- 9.1 Pursuant to The Data Protection Act 1998 (the “**DP Act**”) the Company and/or the Registrar may hold personal data (as defined in the DP Act) relating to past and present Shareholders.
- 9.2 Such personal data held is used by the Registrar to maintain the Register and mailing lists and this may include sharing such data with third parties when (a) effecting the payment of dividends and other distributions to Shareholders and (b) filing returns of Shareholders and their respective transactions in Ordinary Shares with statutory bodies and regulatory authorities. Personal data may be retained on record for a period exceeding six years after it is no longer used.
- 9.3 By becoming registered as a holder of Ordinary Shares, a person becomes a data subject (as defined in the DP Act) and is deemed to have consented to the processing by the Company or its Registrar of any personal data relating to them in the manner described above.

10. Miscellaneous

- 10.1 The rights and remedies of the Company, Numis and the Receiving Agent under these Terms and Conditions of Application are in addition to any rights and remedies which would otherwise be available to any of them and the exercise or partial exercise of one will not prevent the exercise of others.
- 10.2 The Company reserves the right to shorten or extend the closing time and/or date of the Offer from 11.00 a.m. (London time) on 28 July 2015 (provided that if the closing time is extended this Prospectus remains valid at the closing time as extended) by giving notice to the London Stock Exchange and the Social Stock Exchange Segment of the ICAP Securities & Derivatives Exchange Main Board. The Company will notify investors via an RIS and any other manner, having regard to the requirements of the London Stock Exchange and the Social Stock Exchange Segment of the ICAP Securities & Derivatives Exchange Main Board.

- 10.3 The Company may terminate the Offer in its absolute discretion at any time prior to Admission. If such right is exercised, the Offer will lapse and any monies will be returned to you as indicated at your own risk and without interest.
- 10.4 The dates and times referred to in these Terms and Conditions of Application may be altered by the Company including but not limited to so as to be consistent with the Sponsor and Placing Agreement (as the same may be altered from time to time in accordance with its terms).
- 10.5 Save where the context requires otherwise, terms used in these Terms and Conditions of Application bear the same meaning as used elsewhere in this Prospectus.

PART X

DEFINITIONS

“2010 PD Amending Directive”	Directive 2010/73/EU of 24 November 2010 amending Directives 2003/71/EC on the prospectus to be published when securities are offered to the public or admitted to trading and 2004/109/EC on the harmonisation of transparency requirements in relation to information about issuers whose securities are admitted to trading on a regulated market
“Act”	the UK Companies Act 2006, as amended from time to time
“Admission”	the admission of the Ordinary Shares (i) to listing on the premium segment of the Official List; and (ii) to trading on (a) the London Stock Exchange’s Main Market for listed securities and (b) the Social Stock Exchange Segment of the ICAP Securities & Derivatives Exchange Main Board, becoming effective in accordance with the Listing Rules and the admission and disclosure standards of the London Stock Exchange and ICAP Securities & Derivatives Exchange Main Board
“Affiliate”	an affiliate of, or person affiliated with, a specified person; a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified
“AIC Code”	the Association of Investment Companies’ Code of Corporate Governance, as amended from time to time
“AIC Guide”	the Association of Investment Companies’ Corporate Governance Guide for Investment Companies, as amended from time to time
“AIF”	an alternative investment fund, within the meaning of the AIFM Directive
“AIFM”	the Company’s alternative investment fund manager, being Frostrow Capital LLP
“AIFM Agreement”	the agreement dated 9 July 2015, between the Company and the AIFM summarised in section 8.2 of Part VII of this Prospectus
“AIFM Directive”	the Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No. 1095/2010; the Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision
“AIFM Fee”	as defined in section 8.2.8 of Part VII of this Prospectus
“Application Forms” and each an “Application Form”	the application forms on which applicants may apply for Ordinary Shares to be issued pursuant to the Offer, as set out in Appendix 1 to this Prospectus or as may otherwise be provided by the Company

“Articles”	the articles of association of the Company as at the date of this Prospectus
“Audit Committee”	the committee of this name established by the Board and having the duties described in the section titled “Audit Committee” in Part IV of this Prospectus
“Business Day”	a day (excluding Saturdays and Sundays or public holidays in England and Wales) on which banks generally are open for business in London for the transaction of normal business
“C Shares”	redeemable ordinary shares of 1 pence each in the capital of the Company issued and designated as “C Shares” of such classes as the Directors may determine in accordance with the Articles, and having such rights and being subject to such restrictions as are contained in the Articles and which will convert into Ordinary Shares in accordance with the terms of the Articles
“certificated” or “in certificated form”	not in uncertificated form
“Chairman”	the chairman of the Company
“Company”	Menhaden Capital PLC
“Conversion”	in relation to any tranche of C Shares, conversion of the C Shares of that tranche into Ordinary Shares
“CREST”	the relevant system as defined in the CREST Regulations in respect of which Euroclear UK and Ireland Limited is operator (as defined in the CREST Regulations) in accordance with which securities may be held in uncertificated form
“CREST Account”	an account in CREST
“CREST Regulations”	the UK Uncertificated Securities Regulations 2001 (SI 2001 No. 2001/3755), as amended
“Custodian”	JPMorgan Chase Bank National Association, London branch, or such other person appointed as custodian
“Deed of Assignment”	the deed of assignment, dated 9 July 2015, between the Company, the AIFM and Menhaden summarised in section 8.3 of Part VII of this Prospectus
“Depositary”	J.P. Morgan Europe Limited
“Depositary Agreement”	the agreement, dated 9 July 2015, between the Company, the AIFM and the Depositary summarised in section 8.5 of Part VII of this Prospectus
“Directors” or “Board”	the board of directors of the Company
“Disclosure and Transparency Rules”	the disclosure and transparency rules made by the FCA under Part VII of FSMA
“EEA”	the European Economic Area
“Eligible Investor”	such person as may be designated as an “Eligible Investor” by the Company from time to time

“Exchange Act”	the United States Securities Exchange Act of 1934, as amended
“External Funds”	funds managed by third party managers, including each of the WHEB Funds
“FATCA”	the US Foreign Account Tax Compliance Act of 2010, as amended
“FCA” or “Financial Conduct Authority”	the Financial Conduct Authority of the United Kingdom including any replacement or substitute therefor, and any regulatory body or person succeeding, in whole or in part, to the functions thereof
“FSMA”	the UK Financial Services and Markets Act 2000, as amended
“Global Custody Agreement”	the agreement dated 9 July 2015, between the Company, the AIFM and the Depository summarised in section 8.6 of Part VII of this Prospectus
“Gross Proceeds”	the gross proceeds of the Issue, being the number of Ordinary Shares issued under the Issue multiplied by the Issue Price
“HMRC”	HM Revenue & Customs
“Impact Report”	the independently assessed impact report which will be produced by the Company as a condition of its admission as a member of the Social Stock Exchange
“Investment Committee”	means the investment committee comprising Graham Thomas (as non-executive chairman) and the Investment Principals
“Investment Company Act”	the United States Investment Company Act of 1940, as amended
“Investment Principals”	Ben Goldsmith and Alexander Vavalidis
“IRS”	the United States Internal Revenue Service
“Issue”	the Placing and the Offer
“Issue Price”	100 pence per Ordinary Share
“Listed Equity Portfolio Management Agreement”	the agreement dated 9 July 2015, between the AIFM, the Listed Equity Portfolio Manager and the Company summarised in section 8.4 of Part VII of this Prospectus
“Listed Equity Portfolio Manager”	WHEB Asset Management LLP
“Listing Rules”	the listing rules made by the UK Listing Authority under section 73A of FSMA
“London Stock Exchange”	London Stock Exchange plc
“Management Engagement Committee”	the committee of this name established by the Board and having the duties described in the section titled “Management Engagement Committee” in Part IV of this Prospectus
“Member State” or “EEA State”	any member state of the European Economic Area
“Menhaden”	Menhaden Capital Management LLP
“Menhaden Team”	means Ben Goldsmith, Alexander Vavalidis and Graham Thomas
“Model Code”	the Model Code for directors’ dealings contained in the Listing Rules

“Money Laundering Regulations”	the UK Money Laundering Regulations 2007, as amended
“NAV” or “Net Asset Value”	the value of all assets of the Company less liabilities to creditors (including provisions for such liabilities) determined in accordance with the Association of Investment Companies’ valuation guidelines and in accordance with applicable accounting standards and the Company’s constitution
“Net Proceeds”	the net proceeds of the Issue, being the number of Ordinary Shares issued under the Issue multiplied by the Issue Price less the costs of the Issue borne by the Company
“New ISA”	an individual savings account maintained in accordance with the UK Individual Savings Account Regulations 1998 (as amended from time to time)
“Non-Qualified Holder”	any person: (i) whose ownership of Shares may cause the Company’s assets to be deemed “plan assets” for the purposes of ERISA or the US Tax Code; (ii) whose ownership of Shares may cause the Company to be required to register as an “investment company” under the Investment Company Act (including because the holder of the shares is not a “qualified purchaser” as defined in the Investment Company Act); (iii) whose ownership of Shares may cause the Company to register under the Exchange Act or any similar legislation; (iv) whose ownership of Shares may cause the Company not being considered a “Foreign Private Issuer” as such term is defined in Rule 3b-4(c) under the Exchange Act; (v) whose ownership may result in a person holding Shares in violation of the transfer restrictions put forth in any prospectus published by the Company, from time to time; (vi) whose ownership of Shares may cause the Company to be a “controlled foreign corporation” for the purposes of the US Tax Code, or may cause the Company to suffer any pecuniary disadvantage (including any excise tax, penalties or liabilities under ERISA or the US Tax Code); or (vii) whose ownership of Shares may cause the Company to be required to comply with any registration or filing requirements in any jurisdiction with which the Company would not otherwise be required to comply
“Non-US Holder”	a beneficial owner of Ordinary Shares other than a partnership or an entity treated as a partnership for United States federal income tax purposes, that is not a US Holder
“Numis”	Numis Securities Limited
“Offer” or “Offer for Subscription”	the offer for subscription of the Ordinary Shares at an Issue Price, as described in this Prospectus
“Official List”	the official list maintained by the UK Listing Authority
“Ordinary Shares”	ordinary shares of 1 pence each in the capital of the Company
“Overseas Persons”	persons who are resident in, or who are citizens of, or who have registered addresses in, territories other than the UK
“Performance Fee”	as defined in section 8.2.3 of Part VII in this Prospectus
“Placee”	a person subscribing for Ordinary Shares under the Placing

“Placing”	the conditional placing of Placing Shares by Numis described in this Prospectus, on the terms and subject to the conditions set out in the Sponsor and Placing Agreement and this Prospectus
“Placing Commissions”	the commissions payable to Numis pursuant to the Sponsor and Placing Agreement
“Placing Shares”	Ordinary Shares to be issued under the Placing
“Portfolio”	at any time, the portfolio of investments in which the funds of the Company are invested
“Portfolio Management Fee”	as defined in section 8.2.2 of Part VII of this Prospectus
“Portfolio Overview”	the portfolio overview described in the section entitled “Portfolio Overview” in Part III of this Prospectus
“Prospectus”	this document
“Prospectus Directive”	Directive 2003/71/EC of the European Parliament and of the Council of the European Union and any relevant implementing measure in each Relevant Member State (and the amendments thereto, the 2010 PD Amending Directive)
“Prospectus Rules”	the rules and regulations made by the FCA under Part VII of FSMA
“Receiving Agent”	Capita Asset Services
“Receiving Agent Services Agreement”	the agreement dated 9 July 2015, between the Company and the Receiving Agent summarised in section 8.7 of Part VII of this Prospectus
“Redeemable Preference Shares”	5,000,000 redeemable preference shares of 1 pence each having the rights as set out in the Articles issued to the AIFM on incorporation and to be cancelled at the same time as the Company’s premium account with the approval of the courts of England and Wales
“Register”	the register of members of the Company
“Registrar”	Capita Asset Services
“Registrar Services Agreement”	the agreement dated 9 July 2015, between the Company and the Registrars summarised in section 8.8 of Part VII of this Prospectus
“Regulation S”	Regulation S under the Securities Act
“Regulatory Information Service” or “RIS”	a service authorised by the UK Listing Authority to release regulatory announcements to the London Stock Exchange
“REITs”	real estate investment trusts
“Relevant Member State”	each Member State of the EEA which has implemented the Prospectus Directive or where the Prospectus Directive is applied by the regulator
“Restricted Territory”	the United States, Australia, Canada, South Africa or Japan and any other jurisdiction where the extension or availability of the Placing would breach any applicable law
“Sale and Purchase Agreements”	the agreements dated 9 July 2015, between the Company and the sellers of the Seed Assets summarised in section 8.9 of Part VII of this Prospectus

“SDRT”	stamp duty reserve tax
“Secondment Agreement”	the secondment agreement dated 9 July 2015 between the AIFM and Menhaden relating to the secondment of the Menhaden Team by Menhaden to the AIFM
“Securities Act”	the United States Securities Act of 1933, as amended
“Seed Assets”	the limited partnership interests in the WHEB Funds which the Company has made conditional commitments to acquire and which are listed in Part III under the heading “Portfolio Overview” pursuant to the Sale and Purchase Agreements summarised in section 8.9 of Part VII of this Prospectus
“Shareholder”	a holder of Ordinary Shares or any other class of Shares in the capital of the Company
“Shares”	the Ordinary Shares and/or C Shares and/or any other class of shares issued by the Company from time to time, as the context may require
“SIPP”	a self-invested personal pension as defined in Regulation 3 of the Retirement Benefits Schemes (Restriction on Discretion to Approve) (Permitted Investments) Regulations 2001 of the UK
“Social Stock Exchange”	Social Stock Exchange Limited
“Social Stock Exchange Segment”	the social impact segment of the ICAP Securities & Derivatives Exchange Main Board, which is operated by the Social Stock Exchange
“Solvency II Directive”	the Solvency II Directive, Directive 2009/138/EC, approved by the European Council on 5 May 2009
“Sponsor and Placing Agreement”	the agreement dated 9 July 2015, between the Company, the AIFM, Menhaden, the Directors and Numis summarised in section 8.1 of Part VII of this Prospectus
“SSAS”	a small self-administered scheme as defined in Regulation 2 of the Retirement Benefits Schemes (Restriction on Discretion to Approve) (Small Self-Administered Schemes) Regulations 1991 of the UK
“Sterling” or “£”	pounds sterling, the lawful currency of the UK
“Strategic Advisory Group”	the strategic advisory group established by Menhaden and the Menhaden Team as further described in the section titled “Investment Process” in Part III of this Prospectus and in the section titled “Strategic Advisory Group” in Part IV of this Prospectus
“Takeover Code”	the City Code on Takeovers and Mergers
“UK”	the United Kingdom of Great Britain and Northern Ireland
“UK Corporate Governance Code”	the United Kingdom Corporate Governance Code as published by the UK Financial Reporting Council
“UK Listing Authority”	the FCA acting in its capacity as the competent authority for the purposes of admissions to the Official List

“uncertificated” or in “uncertificated form”	a Share recorded on the Register as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST
“United States” or “US”	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia
“US Holder”	a beneficial owner of Ordinary Shares that is, for US federal income tax purposes: (i) a citizen or individual resident of the United States; (ii) a corporation, or other entity treated as a corporation for US federal tax purposes created or organised in or under the laws of the United States or any State thereof (including the District of Columbia); (iii) an estate, the income of which is subject to US federal income tax without regard to its source; or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more US persons have the authority to control all substantial decisions of the trust, or the trust has elected to be treated as a domestic trust for US federal income tax purposes
“US Person”	a US Person as defined for the purposes of Regulation S
“US Tax Code”	the United States Internal Revenue Code of 1986
“US \$”	United States dollars, the lawful currency of the United States
“WHEB Funds”	means WHEB Ventures Private Equity Fund 2 LP and WHEB Partners Private Equity Fund 3 LP

APPENDIX 1

APPLICATION FORM

Application Form for the Offer for Subscription

Menhaden Capital PLC

Application Form for the Offer

If you wish to apply for Shares, please complete, sign and return this Application Form, by post or (during normal business hours only) by hand to Capita Asset Services, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, so as to be received by no later than 11.00 hours on 28 July 2015.

IMPORTANT: Before completing this Application Form, you should read this Prospectus and the notes set out under the section entitled “Notes on how to complete the Application Form for the Offer” at the back of this Application Form. Applicants who are individuals must complete Box 2 and corporate applicants should complete Box 3.

If you have a query concerning completion of this Application Form, please contact Capita Asset Services on 0371 664 0321 from within the UK or on +44 20 8639 3399 if calling from outside the UK. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 am – 5.30 pm, Monday to Friday excluding public holidays in England and Wales. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Offer nor give any financial, legal or tax advice.

To:

MENHADEN CAPITAL PLC

1. APPLICATION

I/We offer to subscribe for the number of Ordinary Shares set out in Box 1 at the Issue Price (the minimum amount of such subscription being £1,000), fully paid subject to the Terms and Conditions of Application under the Offer set out in this Prospectus dated 9 July 2015 including the representations, warranties and agreements therein, and subject to the Memorandum and Articles (as amended from time to time) and, if paying by cheque or banker’s draft, enclose a cheque or banker’s draft for the amount payable (the “Application Monies”).

Ordinary Shares (minimum of 1,000 at the Issue Price of 100 pence per Share)	
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2. APPLICANT DETAILS (INDIVIDUALS)

2.1 Single Applicant

Title	
Forenames (in full)	
Surname	
Address (in full)	
Postcode	



2.2 Joint Applicants

By completing Box 2.2 below, you are deemed to have read this Prospectus and agreed to the terms and Conditions of Application set out in this Prospectus and to have given the representations, warranties and agreements therein.

Second joint applicant	
Title	
Forenames (in full)	
Surname	
Third joint applicant	
Title	
Forenames (in full)	
Surname	
Fourth joint applicant	
Title	
Forenames (in full)	
Surname	

3. APPLICANT DETAILS (CORPORATE)

Company Name	
Registered Number	
Company Address	

4. PAYMENT DETAILS

4.1 By Bank Transfer:

Please provide the following details:

Name of Bank	
Branch	
Sort Code	
Account Name	
Account Number	
Reference – your initials and telephone number	

4.2 By Cheque or Banker's Draft

Attach your cheque or banker's draft for the exact amount shown in Box 1 made payable to CAPITA REGISTRARS LIMITED RE: PROJECT GRAN TURISMO – ACCEPTANCE A/C and crossed "A/C Payee".

5. CREST DETAILS

Only complete this section if you wish to register your application directly into your CREST Account which should be in the same name(s) as the applicants identified in Boxes 2 or 3 above (where applicable).

CREST Participant ID	
CREST Member Account ID	

6. SIGNATURE

By completing Box 6 below, you are deemed to have read this Prospectus and agreed to the terms and Conditions of Application set out in this Prospectus and to have given the representations, warranties and agreements therein.

6.1 Execution by Individuals:

First Applicant Signature		Date	
Second Applicant Signature		Date	
Third Applicant Signature		Date	
Fourth Applicant Signature		Date	

6.2 Execution by a Corporate:

Executed by (Name of Corporate)			
Name of Director			
Signature of Director		Date	
Name of Director/Secretary			
Signature of Director/Secretary		Date	
If you are affixing a company seal, please mark a cross here:		Affix Company Seal here:	



7. IDENTITY INFORMATION

In accordance with internationally recognised standards for the prevention of money laundering the undermentioned documents and information must be provided.

		Tick box as applicable			
7.1 For each individual enclose:	Applicant:	1	2	3	4
7.1.1	a certified clear photocopy of one of the following identification documents which bear both a photograph and the signature of the person: current passport – Government or Armed Forces identity card – driving licence; and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.1.2	certified copies of at least two of the following documents, no more than three months old, which purport to confirm that the address given in Box 2 (where applicable) is that person’s residential address: a recent gas, electricity, water or telephone (not mobile) bill, a recent bank statement, a council tax or rates bill or similar document issued by a recognised authority; and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.1.3	if none of the above documents show their date and place of birth, enclose a note of such information; and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.1.4	details of the name and address of their personal bankers from which Capita may request a reference, if necessary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.2 For each applicant being a company (a “corporate applicant”) enclose:					
7.2.1	a certified copy of the certificate of incorporation of the corporate applicant; and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.2.2	the name and address of the corporate applicant’s principal bankers from which Capita may request a reference, if necessary; and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.2.3	a statement as to the nature of the corporate applicant’s business, signed by a director; and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.2.4	a list of the names and residential addresses of each director of the corporate applicant; and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.2.5	for each director provide documents and information similar to that mentioned in 7.1.1 to 7.1.4 above; and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.2.6	a copy of the authorised signatory list for the corporate applicant; and	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Tick box as applicable

Applicant: 1 2 3 4

- 7.2.7 a list of the names and residential/registered address of each ultimate beneficial owner interested in more than 5%, of the issued share capital of the corporate applicant and, where a person is named, also complete 7.3 below and, if another company is named (hereinafter a “beneficiary company”), also complete 7.4 below. If the beneficial owner(s) named do not directly own the corporate applicant but do so indirectly via nominee(s) or intermediary entities, provide details of the relationship between the beneficial owner(s) and the corporate applicant.

- 7.3 **For each person named in 7.2.7 as a beneficial owner of a corporate applicant enclose for each such person documents and information similar to that mentioned in 7.1.1 to 7.1.4.**

- 7.4 **For each beneficiary company named in 7.2.7 as a beneficial owner of a corporate applicant enclose:**
 - 7.4.1 a certified copy of the certificate of incorporation of that beneficiary company; and
 - 7.4.2 a statement as to the nature of that beneficiary company’s business signed by a director; and
 - 7.4.3 the name and address of that beneficiary company’s principal bankers from which Capita may request a reference, if necessary; and
 - 7.4.4 a list of the names and residential/registered address of each beneficial owner owning more than 5%, of the issued share capital of that beneficiary company.

- 7.5 **If the payor is not an applicant and is not a bank providing its own cheque or banker’s payment on the reverse of which is shown details of the account being debited with such payment (see note 5 on how to complete this form) enclose:**
 - 7.5.1 if the payor is a person, for that person the documents mentioned in 7.1.1 to 7.1.4; or
 - 7.5.2 if the payor is a company, for that company the documents mentioned in 7.2.1 to 7.2.7; and
 - 7.5.3 an explanation of the relationship between the payor and the applicant(s).

The Receiving Agent reserves the right to ask for additional documents and information



8. RELIABLE INTRODUCER CERTIFICATE

Completion and signing of this certificate by a suitable person or institution may avoid presentation being requested of the identity documents detailed in Box 7 of this Application Form.

The certificate below may only be signed by a person or institution (such as a governmental approved bank, stockbroker or investment firm, financial services firm or an established law firm or accountancy firm) (the “firm”) which is itself subject in its own country to operation of “know your customer” and anti-money laundering regulations no less stringent than those which prevail in the United Kingdom. Acceptable countries include Australia, Austria, Belgium, Bulgaria, Canada, Cayman Islands, Cyprus, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Guernsey, Hong Kong, Iceland, Ireland, Isle of Man, Italy, Japan, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Norway, Portugal, Singapore, South Africa, Spain, Sweden, Switzerland, the United Kingdom and the United States.

CERTIFICATE: To the Company and the Receiving Agent

By completing and stamping Box 8 below you are deemed to have given the warranties and undertakings set out in section 6 of the Terms and Conditions of Application under the Offer for Subscription set out in Part VII of this Prospectus.

IFA STAMP

--

Name of Firm
FCA Number
Signature
Print Name
Position
Date
Telephone No

9. CONTACT DETAILS

To ensure the efficient and timely processing of this Application Form please enter below the contact details of a person that the Receiving Agent may contact with all enquiries concerning this application. Ordinarily this contact person should be the person signing in Box 6 (where applicable). If no details are entered here and the Receiving Agent requires further information, any delay in obtaining that additional information may result in your application being rejected or revoked.

Contact name:	
Contact address:	
Email address:	
Telephone no:	
Fax no:	

NOTES ON HOW TO COMPLETE THE APPLICATION FORM FOR THE OFFER

Applications should be returned so as to be received by no later than 11.00 hours on 28 July 2015.

HELP DESK: If you have a query concerning completion of the Application Form please contact Capita Asset Services on 0371 664 0321 from within the UK or on +44 20 8639 3399 if calling from outside the UK. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. We are open between 9.00 am – 5.30 pm, Monday to Friday excluding public holidays in England and Wales. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Proposals nor give any financial, legal or tax advice.

1. APPLICATION

Fill in Box 1 with the number of Ordinary Shares being subscribed for. The amount being subscribed must be for a minimum of £1,000 and in multiples of £100 at a price of 100 pence per Ordinary Share. However, the Company may, in its absolute discretion, determine to accept applications in other amounts: (i) from authorised persons; or (ii) from persons (including Directors) having a pre-existing connection with the Company; or (iii) where such application amount is equal to the maximum investment allowance permitted into a New ISA under current rules. Financial intermediaries who are investing on behalf of clients should make separate applications or, if making a single application for more than one client, provide details of all clients in respect of whom the application is made in order to benefit most favourably from any scaling back process should this be required.

2. APPLICANT DETAILS

Fill in (in block capitals) the full name(s) and address of the applicant. Applications may only be made by persons aged 18 or over as at the date that the application is made. In the case of joint applicants only the first named may bear a designation reference and the address given for the first named applicant will be entered as the registered address for the register of members and used for all future correspondence. A maximum of four joint applicants is permitted. All applicants named must sign the Application Form at Box 6 (where applicable).

3. PAYMENT DETAILS

Payment may be made by either bank transfer or cheque or banker's draft. If payment is made by bank transfer, such payment must be for the exact amount shown in Box 1 of your Application Form and the details of such payment must be included in Box 4.1. If payment is by cheque or banker's draft, such payment must accompany your Application Form and be for the exact amount shown in Box 1 of your Application Form. Your cheque or banker's draft must be made payable to CAPITA REGISTRARS LIMITED RE: PROJECT GRAN TURISMO – ACCEPTANCE A/C and crossed "A/C Payee". If you use a banker's draft or a building society cheque you should ensure that the bank or building society issuing the payment enters the name, address and account number of the person whose account is being debited on the reverse of the banker's draft or cheque and adds its stamp. Your cheque or banker's draft must be drawn in Sterling on an account at a bank branch in the United Kingdom and must bear a United Kingdom bank sort code number in the top right hand corner. Third party cheques may not be accepted with the exception of building society cheques or bankers' drafts where the building society or bank has confirmed the name of the account holder by stamping or endorsing the back of cheque/banker's draft. The funds must be drawn from an account where you have sole or joint title to them.

4. CREST DETAILS

If you wish your Ordinary Shares to be deposited in a CREST Account in the name of the applicant(s) given in Boxes 2 or 3 (where applicable), enter in Box 5 the details of that CREST Account. Where it is requested that Ordinary Shares be deposited into a CREST Account please note that payment for such Ordinary Shares must be made prior to the day such Ordinary Shares might be allotted and issued. It is not possible for an applicant to request that Ordinary Shares be deposited in their CREST Account on an against payment basis. Any Application Form received containing such a request will be rejected.

5. SIGNATURE

All applicants named in Box 2 or 3 (where applicable) must sign Box 6 (where applicable) and insert the date. The Application Form may be signed by another person on behalf of each applicant if that person is duly authorised to do so under a power of attorney. The power of attorney (or a copy duly certified by a solicitor or a bank) must be enclosed for inspection (which originals will be returned by post at the addressee's risk). A corporation should sign under the hand of a duly authorised official whose representative capacity should be stated and a copy of a notice issued by the corporation authorising such person to sign should accompany the Application Form.

6. IDENTITY INFORMATION

Applicants need only consider Box 6 of the Application Form (where each column relates to the respective applicant) if the certificate in Box 8 cannot be completed. Notwithstanding that the certificate in Box 8 has been completed and signed, the Receiving Agent reserves the right to request of you the identity documents listed in Box 7 and/or to seek verification of identity of each applicant and payor (if necessary) from you or their bankers or from another reputable institution, agency or professional adviser in the applicable country of residence. If satisfactory evidence of identity has not been obtained within a reasonable time your application might be rejected or revoked. Where certified copies of documents are requested in Box 7, such copy documents should be certified by a senior

signatory of a firm which is either a governmental approved bank, a stockbroker or investment firm, a financial services firm or an established law firm or accountancy firm which is itself subject to regulation in the conduct of its business in its own country of operation, and the name of the firm should be clearly identified on each document certified.

7. RELIABLE INTRODUCER CERTIFICATE

Applications will be subject to the UK Money Laundering Regulations 2007. This will involve you providing the verification of identity documents listed in Box 7 of the Application Form UNLESS you can have the certificate provided at Box 8 of the Application Form given and signed by a firm acceptable to the Receiving Agent. In order to ensure your application is processed timely and efficiently all applicants are strongly advised to have the certificate provided in Box 8 of the Application Form completed and signed by a suitable firm.

8. CONTACT DETAILS

To ensure the efficient and timely processing of your Application Form, please provide contact details of a person the Receiving Agent may contact with all enquiries concerning your application. Ordinarily this contact person should be the person signing in Box 6 (where applicable). If no details are entered here and the Receiving Agent requires further information, any delay in obtaining that additional information may result in your application being rejected or revoked.

Instructions for delivery for completed Application Forms

Completed Application Forms should be returned, by post or by hand (during normal business hours), to Capita Asset Services, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU so as to be received by no later than 11.00 hours on 28 July 2015, together in each case with payment in full in respect of the application. If you post your Application Form, you are recommended to use first class post and to allow at least two days for delivery. Application Forms received after this date may be returned.

APPENDIX 2

CUSTODIAN LETTER

Menhaden Capital PLC

One Wood Street
London
EC2V 7WS
United Kingdom

Ladies and Gentleman:

In connection with the deposit of ordinary shares (the “**Shares**”) of Menhaden Capital PLC (the “**Company**”) into its custody, the undersigned hereby represents, warrants, acknowledges and agrees with the Company as follows:

Defined terms used in this letter shall have the meaning assigned to them in the Prospectus relating to the offer of the Shares described therein (the “**Prospectus**”), except as otherwise stated herein.

1. It will only hold the Shares in certificated form and on a non-fungible basis with any Shares it holds in book-entry form.
2. It will not issue a request to the registrar of the Company (the “**Registrar**”) for such Shares to be dematerialised unless the undersigned obtains from the transferor a written certification, that such transferor is transferring such Shares in compliance with the transfer restrictions, by the transferor in the form of the Offshore Transaction Letter or in a form otherwise acceptable to the Company, with copies to the secretary of the Company and the Registrar.
3. The undersigned acknowledges that each of the Company and its respective directors, officers, agents, employees and advisers and others will rely on the representations, warranties, acknowledgments and agreements contained in this letter as a basis for exemption of the sale of such Shares under the United States Securities Act of 1933, the United States Investment Company Act of 1940, under the securities laws of all applicable states, for compliance with United States Employee Retirement Income Security Act of 1974 and the United States Internal Revenue Code of 1986 and for other purposes. If any of the representations, warranties, acknowledgments or agreements made by the undersigned cease to be accurate or are not complied with, it will immediately notify the Company.
4. Each of the Company and its affiliates are irrevocably authorised to produce this letter or a copy hereof to any interested party in any administrative or legal proceeding or official enquiry with respect to the matters covered hereby.

Name of Custodian:	
Signature:	
Name:	
Title:	
Date:	



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APPENDIX 3

OFFSHORE TRANSACTION LETTER

Menhaden Capital PLC

One Wood Street
London
EC2V 7WS
United Kingdom

Ladies and Gentlemen:

This letter (an “**Offshore Transaction Letter**”) relates to the sale or other transfer by the undersigned of ordinary shares in the capital of Menhaden Capital PLC (the “**Company**”, and such shares, the “**Shares**”).

The undersigned acknowledges, or if the undersigned is acting for the account or benefit of another person, such person has confirmed that it acknowledges, that the Shares have not been and will not be registered under the United States Securities Act of 1933 (the “**US Securities Act**”) and that the Company has not registered as an investment company under the United States Investment Company Act of 1940 (the “**US Investment Company Act**”) and related rules.

The undersigned represents, warrants, acknowledges and agrees, on its own behalf or on behalf of each account for which it holds such Shares, and makes the representations, warranties, acknowledgments and agreements, on its own behalf or on behalf of each account for which it holds such Shares, as set forth in paragraphs 1 through 9 of this Offshore Transaction Letter:

1. The sale or transfer is:
 - (a) outside the United States in an “offshore transaction” complying with the provisions of Regulation S under the US Securities Act to a person outside the United States and not known by the transferor to be a “US Person” (as each term is defined in Regulation S under the US Securities Act), by pre-arrangement or otherwise; or
 - (b) to the Company or a subsidiary thereof.
2. The undersigned has no reason to believe that any portion of the assets used by the person to whom the undersigned is transferring the Shares to purchase, and no portion of the assets used by such purchaser to hold, the Shares or any beneficial interest therein constitutes or will constitute the assets of (i) an “employee benefit plan” that is subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), (ii) a plan, individual retirement account or other arrangement that is subject to Section 4975 of the United States Internal Revenue Code of 1986 (the “**US Tax Code**”), (iii) entities whose underlying assets are considered to include “plan assets” of any plan, account or arrangement described in preceding clause (i) or (ii), or (iv) any governmental plan, church plan, non-US plan or other investor whose purchase, holding or disposition of Shares would be subject to any state, local, non-US or other laws or regulations substantially similar to Title I of ERISA or Section 4975 of the US Tax Code or that would have the effect of the regulations issued by the US Department of Labor set forth at 29 CFR Section 2510.3-101, as modified by Section 3(42) of ERISA, unless such purchase, holding or disposition of Shares would not constitute or result in a non-exempt violation of any substantially similar law or regulation.
3. Neither the undersigned, nor any of the undersigned’s affiliates, nor any person acting on the undersigned’s or their behalf, has made any “directed selling efforts” (as defined in Regulation S of the US Securities Act) in the United States with respect to the Shares.
4. The proposed transfer of the Shares is not part of a plan or scheme to evade the registration requirements of the US Securities Act or the US Investment Company Act.
5. Neither the Company nor any of its agents participated in the sale of the Shares.



6. The undersigned acknowledges that each of the Company, its affiliates and their respective directors, officers, agents, employees and advisers, and others will rely on the representations, warranties, acknowledgments and agreements contained in this Offshore Transaction Letter as a basis for exemption of the sale or other transfer of the Shares under the US Securities Act, the US Investment Company Act, under the securities laws of all applicable states, for compliance with ERISA and the US Tax Code and for other purposes. If any of the representations, warranties, acknowledgments or agreements made by the undersigned are no longer accurate or have not been complied with, the party signing this Offshore Transaction Letter will immediately notify the Company and, if it is selling or otherwise transferring any Shares as a fiduciary or agent for one or more accounts, the party signing this Offshore Transaction Letter has sole investment discretion with respect to each such account and it has full power to make such foregoing representations, warranties, acknowledgments and agreements on behalf of each such account.
7. The Company and its affiliates are irrevocably authorised to produce this Offshore Transaction Letter or a copy hereof to any interested party in any administrative or legal proceeding or official enquiry with respect to the matters covered hereby.
8. This Offshore Transaction Letter shall be governed by and construed in accordance with the laws of the State of New York.
9. Where there are joint transferors, each must sign this Offshore Transaction Letter. An Offshore Transaction Letter of a corporation must be signed by an authorized officer or be completed otherwise in accordance with such corporation's constitution (evidence of such authority may be required).

Signature:	
Name:	
Title:	
Date:	

